

**Sebring Airport Authority  
Board Meeting Agenda  
April 21, 2022**

1:00 p.m.

**Hendricks Field  
Sebring Airside Center**

**1. OPENING ITEMS**

- a) Call to Order
- b) Pledge of Allegiance and Invocation
- c) Roll Call
- d) Set the Agenda
- e) Announcements

**Upcoming Meetings & Events**

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
05/19/2022	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

**2. CONSENT AGENDA**

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

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) ITB #22-05 Perimeter Canal Maintenance Award and Contract
- b) ITB #22-04 Haywood Taylor Resurfacing – Award
- c) Sublease Diversified CPC – City of Sebring

**CONTINGENT ACTION ITEMS**

**5. EXECUTIVE DIRECTOR MONTHLY SUMMARY**

**6. BOARD OF DIRECTORS' BUSINESS**

Ethics Training - Go to : <https://www.floridaleagueofcities.com/continuing-education-in-ethics>

**7. CONCERNS OF THE PUBLIC**

**8. EMERGENCY BUSINESS**

**9. ADJOURNMENT**

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

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

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

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on March 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
Craig Johnson	-	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
Eric Menger	-	Hanson, Inc.
John Rousch	-	EAA
Julie Fowler	-	CliffordLarsonAllen
Berk Edwards	-	Edwards Mediation

**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, Craig Johnson and Stanley Wells were present for the meeting. Sid Valentine 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**

Julie Fowler gave her presentation on SAA Audited Financials. There was a motion by Carl Cool to approve the Audited Financials with a second by Mark Andrews. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Johnson and Andrews.

**3. CONSENT AGENDA**

**Approve the Consent Agenda:**

There was a motion by Terrill Morris to approve the Consent Agenda with a second by Carl Cool. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Johnson and Andrews.

**4. ACTION ITEMS**

**A. Turf Care Supply, LLC – Landlord Acknowledgement and Agreement**

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

**B. ITB #22-01 Bldg. 22 Reroof – Award and Contract**

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

**C. ITB #22-04 Janitorial Services– Award and Contract**

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

**D. Interlocal Agreement – Bldg 22 Reroof**

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

**E. CivilServ Design Group, Inc. – Addendum 1 to Contract – Webster Turn Project**

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

**F. Resolution 22-02 Approving Budget Amendment S22-02**

This item was presented by Colleen Plonsky. There was a motion by Terrill Morris to approve the item with a second by Stanley Wells. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Johnson, 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**

Chairman asked for nominations for the 3 expiring seat of Craig Johnson, Pete McDevitt and Sid Valentine. Carl Cool submitted to the Chairman the following resumes Craig Johnson, Gary Germaine, Peter McDevitt, John Talent, Sid Valentine and Michael Ewing. Chairman closed the nominations. Carl Cool made a motion to accept the nominees with a second from Terrill Morris. Motion passed with aye vote from Cool, McDevitt, Andrews, Wells, Morris and Johnson.

**7. CONCERNS OF THE PUBLIC**

**8. ADJOURNMENT**

Chairman adjourned meeting at 1:29pm.



\_\_\_\_\_  
Mike Willingham, Executive Director

4-21-22

\_\_\_\_\_  
Approved by Board

## Invoices Paid In March 2022 Presented In April 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
03/01/22	Air & Electrical Services, Inc.	\$880.09	SAA: Service Call for AC Repair in Parts Room at Tecnam Building
03/01/22	All About Lawns, Inc.	\$1,321.00	SAA: New Sprinkler System in Parking Lot and Repair Existing System
03/01/22	Box N Out, Inc.	\$100.00	SAA/FBO: Monthly Recycling Service- Feb 2022
03/01/22	Box N Out, Inc.	\$200.00	SAA/FBO: Monthly Recycling Service- March 2022
03/01/22	Department of Management Services	\$306.57	SAA/FBO: Jan 2022 Audio, Long Distance and Local Service
03/01/22	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
03/01/22	Petty Cash Reimbursement	\$316.65	SAA: Petty Cash Reimbursement 2.24.22
03/01/22	TechHouse: Integrated	\$493.70	SAA/FBO: March 2022 Recurring Monthly Software Fees
03/09/22	Aroma Coffee	\$2,987.74	SAA/FBO: Coffee Station & Cleaning Supplies Replenished
03/09/22	Bugs Bee-Ware Exterminating, Inc.	\$340.00	SAA: Quarterly Exterminating Service 03.07.22
03/09/22	C & C Plumbing, Inc.	\$772.83	SAA: Repairs to Water Lines in Cafe in Terminal Bldg.
03/09/22	C & C Plumbing, Inc.	\$169.00	SAA: Service Call; Repaired Valves In Women's Restroom in Terminal Bldg.
03/09/22	Cintas	\$326.11	SAA/FBO: Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees
03/09/22	Clifton Larson Allen	\$20,191.50	SAA/CRA: Final Billing for 2020-2021 Audit;
03/09/22	Commercial Energy Solutions LLC	\$2,220.00	SAA: Annual Roof Maintenance on Bldg. 60
03/09/22	Copy Life Inc	\$237.64	SAA/FBO: February 2022 Copies
03/09/22	CrawfordTech Government Solutions LLC	\$220.80	SAA/CRA: Document Remediation for Jan 2022 Board Packet & Resolution 22-01 Budget Amendment
03/09/22	CrawfordTech Government Solutions LLC	\$168.00	SAA/CRA: Document Remediation for Feb 2022 Board Packet
03/09/22	Paul C Valladares Jr dba Paul's Landscapes	\$270.00	SAA/FBO: March 2022 Plant Service
03/09/22	Pitney Bowes Global Financial	\$105.00	SAA: Power Guard 2 Power Strip For New Postage Machine
03/09/22	Pitney Bowes Global Financial	\$83.59	SAA: Ink Cartridge For Postage Machine
03/09/22	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
03/09/22	Rapid Systems	\$84.99	SAA: March 2022 Internet Service - Executive Assistant Home Office
03/09/22	TechHouse: Integrated	\$2,155.63	SAA/FBO: General IT Support; Issues with Adobe, Internet Line, Signing into Workstation, Firewall, Soc1 and Soc2 Reports, Setup Accounting Documents on SharePoint, Zip Files, New Hire Workstation Setup, Remove Employee Profiles, SharePoint, On Site Visit to work with Rapid Systems, Outlook
03/15/22	Air & Electrical Services, Inc.	\$573.40	SAA: Service Call Tecnam Bldg; A/C Freezing up, Bad Thermostat & TXV Valve; Replaced Thermostat
03/15/22	Air Boss, Inc.	\$9,000.00	SAA: 2022 Air Traffic Controllers for Twelve Hours of Sebring Races
03/15/22	Big Messages, LLC.	\$159.60	SAA: After Hours Telephone Answering Service
03/15/22	Jason Ali	\$527.09	FBO: Travel Reimbursement for Mileage to APBR - February 2022
03/15/22	Ruben Carrodegua	\$93.02	FBO: Travel Reimbursement for Mileage to APBR - February 2022
03/15/22	Sebring Airport Authority	\$21,487.56	FBO: February 2022 Expenses Due Mar 2022
03/22/22	Bassett Electronics	\$6,094.70	SAA: Install 4 Cameras with Monitor and Recorder.
03/22/22	The New Sun	\$777.00	SAA: Notice to Bidders/Invitation for Bids for #22-06 Taxiway A4 Realignment FAA AIP No. 3-12-0072-029-2021
03/30/22	Agillitech Solutions	\$945.60	SAA/CRA: Document Remediation
03/30/22	Bassett Electronics	\$265.00	SAA: Additional USB & HDMI Over Cat6, Wi-Fi- New Camera System
03/30/22	Bugs Bee-Ware Exterminating, Inc.	\$175.00	SAA: Shrub and Plant Care
03/30/22	Copy Life Inc	\$170.96	SAA/FBO: February 2022 Copies
03/30/22	Daniels Cleaning and Maintenance, Inc.	\$4,282.67	SAA/FBO: March 2022 Cleaning in Terminal

**TOTAL PAID INVOICES: \$79,487.11**



## March 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
3/2/2022	SEVEN SEBRING RACEWAY HOT	\$113.40	SAA: Hotel Room for Inspector - AC Relocation
3/3/2022	SHELL OIL 57542517701	\$52.99	FBO: Fuel for Courtesy Lincoln Town Car
3/4/2022	SEBRINGS SIGNS AND SHIRTS	\$328.00	FBO: 18 T-Shirts for FBO Staff Use
3/4/2022	AVIATION LABORATORIES IN	\$363.72	FBO: Hand Pump, Disposable Breather & Adapter Assembly for 55 Gal
3/4/2022	APEX OFFICE PRODUCTS INC	(\$83.70)	SAA: Heavy Duty Stapler Refund
3/4/2022	SWK TECHNOLOGIES INC	\$326.48	SAA: Monthly Fee for Mas90 Online Services - Mar 2022
3/5/2022	PUBLIX #1517	\$33.96	FBO: Gatorade for FBO Staff Use
3/5/2022	PUBLIX #1517	\$36.51	FBO: Gatorade for FBO Staff Use
3/5/2022	PUBLIX #1517	(\$36.51)	FBO: Gatorade for FBO Staff Use; Credit
3/5/2022	SHELL OIL 57542517701	\$46.10	FBO: Fuel for Maintenance Truck
3/5/2022	SHELL OIL 57542517701	\$67.10	FBO: Fuel for Courtesy Chevy Tahoe
3/5/2022	WM SUPERCENTER #666	\$48.66	FBO: Trash Bags and Paper Towel for Airport Use
3/7/2022	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
3/8/2022	SEVEN SEBRING RACEWAY HOT	\$113.40	SAA: Hotel Room for Inspector- AC Relocation
3/9/2022	SHELL OIL 57542517701	\$25.00	FBO: Fuel for Courtesy Chevy Tahoe
3/9/2022	WM SUPERCENTER #666	\$53.48	FBO: Foam Plates Food Containers, Dish Detergents & Drying Rack
3/10/2022	DISH NETWORK-ONE TIME	\$126.91	FBO: Monthly Satellite Service for Pilot's Lounge - Mar 2022
3/10/2022	WCI SEBRING HAULING	\$484.10	SAA/FBO: Monthly Waste Collection - March 2022
3/10/2022	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
3/11/2022	AVIATION LABORATORIES IN	\$865.00	FBO: FSII (Ice Inhibitor) for JET-A Fuel Sales
3/11/2022	APEX OFFICE PRODUCTS INC	\$111.96	SAA: Binders 4"
3/12/2022	GATE 1204 Q80	\$91.97	SAA: Executive Director Vehicle - Fuel
3/14/2022	AIRCRAFT SPRUCE AND SPEC	\$91.85	FBO: One Gallon of Lavatory Fluid for Jet Aircraft Servicing
3/14/2022	SHELL OIL 57542517701	\$103.92	FBO: Fuel for Courtesy Chevy Tahoe
3/14/2022	SHELL OIL 57542517701	\$80.00	SAA: Fuel for Maintenance Truck
3/14/2022	American Helicopter Socie	(\$400.00)	SAA: Executive Director Registration Fee for Vertical Flight Society Conference
3/14/2022	ALLEN ENTERPRISES INC	\$204.50	SAA: Runway Lighting
3/14/2022	APEX OFFICE PRODUCTS INC	\$27.99	SAA: 4" Binder
3/15/2022	VERIZONWRLSS RTCCR VB	\$437.29	SAA/FBO: Monthly Mobile Service February 2022
3/15/2022	VERIZONWRLSS RTCCR VB	\$859.65	SAA/FBO: Monthly Mobile Service February 2022
3/15/2022	TRTAX&ACTGPROFESSIONAL	\$276.00	SAA: Monthly Subscription Online Fixed Asset Software
3/16/2022	SHELL OIL 57542517701	\$41.00	FBO: Fuel for Courtesy Chevy Tahoe
3/16/2022	IN KANTOLA TRAINING SOLU	\$599.00	SAA: Employee Online Harassment Training Annual Subscriptions
3/17/2022	AIRCRAFT SPRUCE AND SPEC	\$224.68	FBO: Five Gallons of Lavatory Fluid for Jet Aircraft Servicing
3/18/2022	WING AERO PRODUCTS	\$75.55	FBO: Products for resale to FBO Customers

## March 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
3/18/2022	CLEARWATER TOWING SERVICE	\$1,134.50	FBO: Skyport Jet-A Rental Truck Transport form KVDF to KSEF
3/18/2022	SHELL OIL 575425 17701	\$63.01	FBO: Fuel for Courtesy Chevy Tahoe
3/18/2022	MCDONALD'S M7705 OF FL	\$28.47	FBO: Lunch for FBO Staff During Race Week
3/18/2022	SHELL OIL 575425 17701	\$98.44	SAA: Executive Director Vehicle - Fuel
3/18/2022	SHELL OIL 575425 17701	\$81.00	SAA: Fuel for Maintenance Truck
3/19/2022	RUNWAY CAFE	\$91.75	SAA/FBO: Lunch for FBO Staff - During 12 Hours of Sebring Race
3/21/2022	NATIONAL AIR TRANS ASS	\$990.00	FBO: NATA Safety 1st Training Center Subscription
3/21/2022	RACEWAY 994 53609947	\$68.00	SAA: Fuel for Maintenance Truck
3/21/2022	THE BULB BIN	\$81.00	SAA: 8' Lights for T Hangars
3/22/2022	LOOPNET INC	\$118.50	SAA: Online SAA Realty Listing Company
3/23/2022	THE HOME DEPOT #6340	\$44.98	SAA: Pump for Water Fountain
3/24/2022	THE HOME DEPOT #6340	\$156.03	FBO: Various Cleaning Supplies for Airfield
3/24/2022	YARBROUGH TIRE & SERVICE	\$229.00	SAA: Tire for 2018 Tahoe
3/24/2022	YARBROUGH TIRE & SERVICE	\$399.96	SAA: Tires for John Deere Gator
3/24/2022	APEX OFFICE PRODUCTS INC	\$75.98	SAA: Copy Paper 2 Cases
3/25/2022	CLEARWATER TOWING SERVICE	\$1,350.00	FBO: Towing Service Loaner Jet Fuel Truck
3/25/2022	MYFLORIDACOUNTY.COM	\$55.89	SAA: Recording Fee to Clerk of Courts for Interlocal Agreements
3/28/2022	CIRCLE K 07515	\$107.00	SAA: Fuel for Maintenance Truck
3/29/2022	SAGE SOFTWARE INC	\$530.10	SAA: Sage 100 Annual Financial Training Subscription
3/31/2022	RACEWAY 994 53609947	\$82.00	SAA: Fuel for Maintenance Truck
3/31/2022	THE HOME DEPOT #6340	\$36.23	SAA: Electrical Materials for T-Hangars
3/31/2022	APEX OFFICE PRODUCTS INC	\$229.68	SAA/FBO: Replenishment of Janitorial Supplies
4/1/2022	AMZN Mktp US 1H5HD80V1	\$37.38	SAA/FBO: Broom Heavy Duty
4/1/2022	APEX OFFICE PRODUCTS INC	\$74.97	SAA/FBO: Replenishment of Janitorial Supplies

**Total Due: \$12,281.74**



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	
<b>ATKINS Atkins North America, Inc.</b>									
1969211 - HT	3/31/2022	4/30/2022	440.00	440.00	0.00	0.00	0.00	0.00	SAA/CRA: March 2022 Inter Local Agreement Haywood Taylor Roadway Rehabilitation
1969211 OC	3/31/2022	4/30/2022	<u>36,782.50</u>	<u>36,782.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: March 2022 General On-Call Service
<b>Vendor ATKINS Totals:</b>			<u>37,222.50</u>	<u>37,222.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>BECKER Becker &amp; Poliakoff, P.A.</b>									
4260398	3/31/2022	4/30/2022	4.73	4.73	0.00	0.00	0.00	0.00	SAA: March 2022 Construction Claims with Frasier Contracting, Inc.
4260405	3/31/2022	4/30/2022	<u>2,007.50</u>	<u>2,007.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: March 2022 General Construction Issues
<b>Vendor BECKER Totals:</b>			<u>2,012.23</u>	<u>2,012.23</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>C&amp;CPLUM C &amp; C Plumbing, Inc.</b>									
202204154	4/11/2022	5/11/2022	<u>185.00</u>	<u>185.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: Service Call; Supplied materials and repaired Toilet for Tecnam
<b>Vendor C&amp;CPLUM Totals:</b>			<u>185.00</u>	<u>185.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CARRIER Carrier Corporation</b>									
8000209375	3/30/2022	4/29/2022	<u>16,827.82</u>	<u>16,827.82</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: Replaced Condenser Coil on Units 1 and 2 Terminal Air Conditioner
<b>Vendor CARRIER Totals:</b>			<u>16,827.82</u>	<u>16,827.82</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CINTAS Cintas</b>									
4115645511	4/6/2022	5/6/2022	676.91	676.91	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
4116356137	4/13/2022	5/13/2022	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
<b>Vendor CINTAS Totals:</b>			<u>1,003.02</u>	<u>1,003.02</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CIVILSU CivilSurv Design Group, Inc.</b>									
442-001001-05	3/31/2022	4/30/2022	19,286.54	19,286.54	0.00	0.00	0.00	0.00	CRA: Professional Services for Webster Turn Drive Resurfacing - March 2022
<b>Vendor CIVILSU Totals:</b>			<u>19,286.54</u>	<u>19,286.54</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CLIFTON CliftonLarsonAllen</b>									
3211984 A	3/31/2022	4/30/2022	2,362.76	2,362.76	0.00	0.00	0.00	0.00	SAA: Professional Services for GASB 87 Implementation through 03.31.22
3216379	3/31/2022	4/30/2022	<u>262.50</u>	<u>262.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: HR Consulting Services - March 2022
<b>Vendor CLIFTON Totals:</b>			<u>2,625.26</u>	<u>2,625.26</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	
<b>DIANARI Diana Ries Designs, Inc.</b>									
13906	3/31/2022	4/30/2022	<u>881.00</u>	<u>881.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA/CRA/YAZ: March 2022 Website Update
<b>Vendor DIANARI Totals:</b>			<u>881.00</u>	<u>881.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>JACKS Jack's Lawn Service</b>									
1808	4/1/2022	5/1/2022	125.00	125.00	0.00	0.00	0.00	0.00	SAA: Removal of Palm Tree
1816	4/1/2022	5/1/2022	<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>	SAA: April 2022 Lawn & Landscape Care
<b>Vendor JACKS Totals:</b>			<u>8,450.00</u>	<u>8,450.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SAGE100 Sage Software Inc.</b>									
A-S00061561-2022	4/1/2022	5/21/2022	<u>3,789.00</u>	<u>3,789.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: Sage 100 Cloud Annual Software Support Agreement - Gold Plan
<b>Vendor SAGE100 Totals:</b>			<u>3,789.00</u>	<u>3,789.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SHUTTS Shutts &amp; Bowen, LLP</b>									
1634574 SF	3/31/2022	4/30/2022	200.00	200.00	0.00	0.00	0.00	0.00	SAA: March 2022 Legal Svcs Eminent Domain Star Farms - Grant Reimbursed
<b>Vendor SHUTTS Totals:</b>			<u>200.00</u>	<u>200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SWAINE Swaine, Harris &amp; Wohl, P.A.</b>									
56220C	4/1/2022	5/1/2022	<u>4,470.50</u>	<u>4,470.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	SAA: March 2022 Legal Service - General On-Call Services
<b>Vendor SWAINE Totals:</b>			<u>4,470.50</u>	<u>4,470.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u><u>96,952.87</u></u>	<u><u>96,952.87</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 4/14/2022  
 Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>ASCENT Ascent Aviation Group</b>									
827034	3/2/2022	4/16/2022	26,830.01	0.00	26,830.01	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
833522	4/1/2022	5/1/2022	36,151.64	36,151.64	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
833523	3/29/2022	4/28/2022	41,921.95	41,921.95	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at Sebring
M270167	4/12/2022	5/2/2022	89.32	89.32	0.00	0.00	0.00	0.00	FBO: Wingpoints Issued Through 4/12/22
S031472	4/1/2022	5/21/2022	297.50	297.50	0.00	0.00	0.00	0.00	FBO:TFBO Desktop SVC Fee for Software - April 2022
<b>Vendor ASCENT Totals:</b>			<u>105,290.42</u>	<u>78,460.41</u>	<u>26,830.01</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals</b>			<u><u>105,290.42</u></u>	<u><u>78,460.41</u></u>	<u><u>26,830.01</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	



Atkins North America  
 DBPR Certificate of Authorization No. 24

**March 9, 2022**

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

**RE: Sebring Regional Airport Canal Clearing  
 Bid No. 22-05 Airport Canal Clearing - Bid Award Recommendation  
 Atkins Project No. 100072045**

Dear Mr. Willingham,

On March 3, 2022, the Sebring Airport Authority received four (4) bids for the Canal Clearing for Sebring Regional Airport. The names and total fee for the contractors, along with the Engineer's Estimate are as follows:

Canal Clearing	EO Koch Construction Company	M4 Contracting LLC	Texas Aquatic Harvesting, Inc.	Zulu Marine Services, Inc.	Engineer's Opinion of Probable Cost
Bid Price	\$138,900.00	\$100,728.00	\$89,744.00	\$570,000.00	\$95,000.00
Scoring (see attached for breakdown)	242	360	400	274	--
Bid Ranking	4	2	1	3	--

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

Texas Aquatic Harvesting, Inc. submitted the lowest responsive bid in the amount of \$89,744.00. The lowest, qualified bid is approximately 6% lower than the engineer's \$95,000.00 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 Texas Aquatic Harvesting, Inc. in the amount consistent with the bid values for the total amount of \$89,744.00.

Sincerely,

Kevin McCauley, PE  
 Atkins Project Manager

c.c. Beverly Glarner

# **SUMMARY**

## **EVALUATION SCORE SHEET**

**ITB #22-05**

### **SEF Airport Canal Clearing**

1	Texas Aquatic Harvesting, Inc.	400
2	M4 Contracting LLC	360
3	Zulu Marine Services, Inc.	274
4	EO Koch Construction Company	242



## CONTRACT

(SEF Perimeter Canal Maintenance)

**THIS IS AN AGREEMENT** between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "SAA") and **TEXAS AQUATIC HARVESTING, INC.**, a Florida corporation (herein called "Contractor").

1. **PREMISE**. SAA solicited sealed bids for removing vegetation and cleaning out the perimeter drainage canal 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 for the removal of vegetation, tress, soil, mulch and debris from the bottom of the channel section for a length of 2,050 feet (herein collectively called the "Project" or the "Work"). The Work shall be performed in accordance with the conditions and prices stated in this contract, ITB #22-05, Airport Perimeter Canal Maintenance Clearing Design Drawings prepared by Atkins, Contractor's Bid Response Form and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

3. **CONTRACT PRICE AND PAYMENT**. SAA shall pay to Contractor Eighty Nine Thousand Seven Hundred and Forty Four Dollars (\$89,744.00) for the completion of the Project. Upon Contractor's completion of the Work and application for payment, the Executive Director, or designee, will make an inspection and, if he finds the Work is acceptable under the contract, will submit the payment request to the SAA Board. All payments must be approved by the SAA Board.

4. **COMMENCEMENT AND COMPLETION DATES**. Contractor hereby agrees to commence Work under this contract within twenty (20) days from a notice to proceed from SAA. Contractor shall be responsible for completing all Work in an expedited manner to achieve substantial completion within thirty (30) 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 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 \$100.00 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 \$500.00 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. Excavated material to be removed on the west bank and hauled to a stockpile location near the north end of the clearing effort. 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:  
James P. Vaughan, President  
Texas Aquatic Harvesting, Inc.  
P.O. Box 4034  
Lake Wales, FL 33859-4034

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. **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.**

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


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

AGREED TO this 21<sup>st</sup> day of April, 2022.

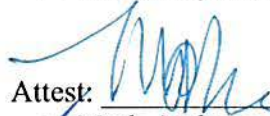
Two Witnesses as to SAA:

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

  
(Printed Name) Beverly K. Glarner

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

  
(Printed Name) Mike Willingham

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



(corporate seal)

Two Witnesses as to Contractor:

**TEXAS AQUATIC HARVESTING, INC.**, a Florida corporation

  
(Printed Name) Mike W. Hulon

By:   
James P. Vaughan, as its President

  
(Printed Name) Diane Gunzford

(corporate seal)





Atkins North America  
 DBPR Certificate of Authorization No. 24

March 28, 2022

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

**RE: Sebring Regional Airport Haywood Taylor Rehabilitation  
 Bid No. 22-03 Haywood Taylor Rehabilitation - Bid Award Recommendation  
 Atkins Project No. 100072045**

Dear Mr. Willingham,

On March 8, 2022, the Sebring Airport Authority received four (4) bids for the Haywood Taylor Rehabilitation Project for Sebring Regional Airport. The names and total fee for the contractors, along with the Engineer's Estimate are as follows:

Haywood Taylor Rehabilitation	Ajax Paving Industries of Florida, LLC	Bergeron Land Development, Inc.	Cobb Site Development, Inc.	SDB, Inc	Engineer's Opinion of Probable Cost
Bid Price	\$1,683,853.00	\$2,108,252.19	\$1,455,930.05	\$2,315,234.60	\$1,533,373.00
Bid Alternate 1	\$628,400.00	\$585,291.50	\$394,094.30	\$591,678.00	\$432,418.08
Total Bid Price	\$2,312,253.00	\$2,693,543.69	\$1,850,024.35	\$2,906,912.60	\$1,965,791.08
Bid Ranking	2	3	1	4	--

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

Cobb Site Development, Inc. submitted the lowest responsive bid for the Base Bid and Bid Alternate 1 in the amount of \$1,850,024.35. The lowest, qualified bid is approximately 6% lower than the engineer's \$1,965,791.08 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 Cobb Site Development, Inc. for the Base Bid and Bid Alternate 1 in the amount consistent with the bid values for the total amount of \$1,850,024.35.

Sincerely,

Kevin McCauley, PE  
 Atkins Project Manager

c.c. Beverly Glarner

**SEBRING REGIONAL AIRPORT  
HAYWOOD TAYLOR BOULEVARD REHABILITATION  
CONTRACTOR BID TAB**

BASE BID													
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Alax Paving Unit	Alax Paving Cost	Bergeron Land Unit	Bergeron Land Cost	Cobb Site Unit	Cobb Site Cost	SDB Unit	SDB Cost	ENGINEER'S UNIT PRICE	ENGINEER'S COST
101-1	MOBILIZATION	LS	1	\$165,000.00	\$165,000.00	\$593,550.01	\$593,550.01	\$156,876.84	\$156,876.84	\$499,756.00	\$499,756.00	\$185,000.00	\$185,000.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$382,300.00	\$382,300.00	\$202,820.00	\$202,820.00	\$132,774.40	\$132,774.40	\$82,000.00	\$82,000.00	\$105,000.00	\$105,000.00
104-10	SEDIMENT BARRIER	LF	60	\$1.00	\$120.00	\$10.89	\$659.40	\$14.52	\$871.20	\$98.00	\$5,580.00	\$1.50	\$90.00
104-11	FLOATING TURBIDITY BARRIER	LF	100	\$11.00	\$1,100.00	\$14.63	\$1,463.00	\$24.99	\$2,499.00	\$25.00	\$2,500.00	\$13.00	\$1,300.00
104-18	INLET PROTECTION SYSTEM	EA	37	\$169.00	\$4,033.00	\$168.91	\$6,249.67	\$78.76	\$2,914.12	\$140.00	\$5,180.00	\$180.00	\$6,660.00
110-1-1	CLEARING & GRUBBING	AC	0.4	\$50,000.00	\$20,000.00	\$21,296.88	\$8,518.75	\$62,785.83	\$25,114.33	\$65,000.00	\$26,000.00	\$20,000.00	\$8,000.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	210	\$85.00	\$7,350.00	\$27.47	\$5,768.70	\$35.28	\$7,408.80	\$40.00	\$8,400.00	\$30.00	\$6,300.00
121-70	FLOWABLE FILL (EXCAVATABLE)	CY	10	\$272.00	\$2,720.00	\$474.95	\$4,749.50	\$315.00	\$3,150.00	\$500.00	\$5,000.00	\$125.00	\$1,250.00
160-4	TYPE B STABILIZATION	SY	550	\$29.00	\$15,950.00	\$23.74	\$13,057.00	\$18.03	\$9,916.50	\$28.00	\$15,400.00	\$8.00	\$4,400.00
210-1-9	REWORKING LIMESTONE BASE, 3"	SY	18,600	\$7.50	\$139,500.00	\$5.34	\$99,324.00	\$4.64	\$86,304.00	\$4.50	\$83,700.00	\$10.00	\$186,000.00
285-705	OPTIONAL BASE, BASE GROUP 5	SY	550	\$81.00	\$17,600.00	\$26.58	\$14,619.00	\$41.95	\$23,072.50	\$17.50	\$9,625.00	\$15.00	\$8,250.00
327-70-7	MILLING EXISTING ASPHALT PAVEMENT 4" AVG DEPTH	SY	19,100	\$4.90	\$85,950.00	\$6.83	\$130,453.00	\$4.64	\$88,624.00	\$17.00	\$324,700.00	\$3.50	\$66,850.00
384-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	2,630	\$108.00	\$284,040.00	\$145.02	\$381,402.60	\$136.90	\$360,047.00	\$202.00	\$531,266.00	\$135.00	\$355,050.00
387-7-83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	1,600	\$140.00	\$224,000.00	\$188.30	\$299,080.00	\$166.39	\$266,224.00	\$264.00	\$422,400.00	\$145.00	\$232,000.00
427-74-1	MANHOLES & INLETS CLEANING & SEALING, <10'	EA	9	\$9,270.00	\$29,430.00	\$4,750.00	\$42,750.00	\$1,536.65	\$13,829.85	\$6,000.00	\$54,000.00	\$20,000.00	\$180,000.00
427-74-2	MANHOLES & INLETS CLEANING & SEALING, >10'	EA	2	\$5,450.00	\$10,900.00	\$4,750.00	\$9,500.00	\$1,964.28	\$3,928.56	\$6,000.00	\$12,000.00	\$22,000.00	\$44,000.00
430-84-18	DESILTING PIPE	LF	80	\$16.00	\$1,280.00	\$25.00	\$2,000.00	\$8.67	\$693.60	\$25.00	\$2,000.00	\$27.00	\$2,160.00
430-175-118	PIPE CULVERT, ROUND, 18" RCP CLASS II	LF	170	\$272.00	\$46,240.00	\$148.25	\$24,852.50	\$97.41	\$16,559.70	\$120.00	\$20,400.00	\$70.00	\$11,900.00
430-175-124	PIPE CULVERT, ROUND, 24" RCP CLASS III	LF	90	\$245.00	\$22,050.00	\$181.25	\$16,312.50	\$156.04	\$14,043.60	\$300.00	\$27,000.00	\$85.00	\$7,650.00
431-1-115	PIPE LINER, CURED IN PLACE, 15"	LF	30	\$104.00	\$3,120.00	\$262.50	\$7,875.00	\$320.86	\$9,625.80	\$260.00	\$7,800.00	\$210.00	\$6,300.00
431-1-118	PIPE LINER, CURED IN PLACE, 18"	LF	30	\$114.00	\$3,420.00	\$281.25	\$8,437.50	\$320.86	\$9,625.80	\$275.00	\$8,250.00	\$230.00	\$6,900.00
431-1-124	PIPE LINER, CURED IN PLACE, 24"	LF	50	\$147.00	\$7,350.00	\$906.25	\$15,312.50	\$347.70	\$17,385.00	\$300.00	\$15,000.00	\$250.00	\$12,500.00
431-1-160	PIPE LINER, CURED IN PLACE, 60"	LF	200	\$616.00	\$123,200.00	\$655.95	\$127,190.00	\$623.06	\$124,612.00	\$670.00	\$134,000.00	\$400.00	\$80,000.00
520-8	VALLEY GUTTER- CONCRETE	LF	110	\$60.00	\$6,600.00	\$68.12	\$7,493.20	\$30.88	\$3,396.80	\$28.00	\$3,080.00	\$30.00	\$3,300.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	180	\$147.00	\$26,460.00	\$65.07	\$11,712.60	\$83.15	\$11,367.00	\$45.00	\$8,100.00	\$40.00	\$7,200.00
527-2	DETECTABLE WARNINGS	SF	50	\$49.00	\$2,450.00	\$33.75	\$1,687.50	\$35.55	\$1,777.50	\$30.00	\$1,500.00	\$45.00	\$2,250.00
570-1-2	PERFORMANCE TURF, SOD	SY	140	\$29.00	\$4,060.00	\$36.25	\$5,075.00	\$6.92	\$968.80	\$8.00	\$1,120.00	\$3.50	\$490.00
708-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	500	\$4.50	\$2,250.00	\$7.50	\$3,750.00	\$5.11	\$2,555.00	\$7.00	\$3,500.00	\$5.00	\$2,500.00
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	4	\$1,040.00	\$4,160.00	\$1,687.50	\$6,750.00	\$1,542.08	\$6,168.32	\$1,380.00	\$5,520.00	\$1,280.00	\$5,120.00
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	1,400	\$0.90	\$1,260.00	\$0.94	\$1,316.00	\$1.18	\$1,652.00	\$0.42	\$588.00	\$1.50	\$2,100.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	460	\$1.90	\$870.00	\$2.50	\$1,150.00	\$1.88	\$1,924.80	\$1.40	\$644.00	\$2.00	\$920.00
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4	\$54.00	\$216.00	\$106.25	\$425.00	\$390.68	\$1,522.72	\$138.00	\$552.00	\$39.00	\$236.00
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	10	\$27.00	\$270.00	\$43.75	\$437.50	\$42.13	\$421.30	\$28.00	\$280.00	\$42.00	\$420.00
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	4.6	\$1,040.00	\$4,784.00	\$1,687.50	\$7,762.50	\$1,535.71	\$7,064.27	\$1,380.00	\$6,348.00	\$1,265.00	\$5,819.00
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	1,200	\$1.00	\$1,200.00	\$1.88	\$2,256.00	\$1.97	\$2,364.00	\$1.20	\$1,440.00	\$2.00	\$2,400.00
710-11-421	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID FOR PARKING LOT- ACCESSIBLE MARKINGS, 6"	LF	150	\$1.00	\$150.00	\$6.25	\$937.50	\$1.26	\$189.00	\$0.28	\$42.00	\$2.00	\$300.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	700	\$4.50	\$3,150.00	\$7.50	\$5,250.00	\$3.24	\$2,268.00	\$2.00	\$1,400.00	\$6.00	\$4,200.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	240	\$6.50	\$1,560.00	\$12.50	\$3,000.00	\$7.24	\$1,737.60	\$6.60	\$1,584.00	\$8.00	\$1,920.00
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	\$191.00	\$382.00	\$375.00	\$750.00	\$291.54	\$583.08	\$303.00	\$606.00	\$125.00	\$250.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	5	\$71.00	\$355.00	\$112.50	\$562.50	\$136.53	\$682.65	\$89.00	\$445.00	\$70.00	\$350.00
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	600	\$5.50	\$3,300.00	\$12.50	\$7,500.00	\$5.75	\$3,450.00	\$3.00	\$1,800.00	\$6.00	\$3,600.00
711-11-421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	LF	72	\$6.50	\$468.00	\$12.50	\$900.00	\$6.96	\$501.12	\$7.00	\$504.00	\$4.00	\$288.00
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2	\$5,450.00	\$10,900.00	\$6,250.00	\$12,500.00	\$6,875.80	\$13,951.60	\$5,642.00	\$11,284.00	\$4,750.00	\$9,500.00
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.3	\$5,450.00	\$12,535.00	\$6,250.00	\$14,375.00	\$6,892.91	\$16,083.69	\$5,642.00	\$12,976.80	\$5,500.00	\$12,650.00
				<b>TOTAL</b>	<b>\$1,883,853.00</b>	<b>TOTAL</b>	<b>\$2,109,418.99</b>	<b>TOTAL</b>	<b>\$1,455,980.05</b>	<b>TOTAL</b>	<b>\$2,315,284.60</b>	<b>TOTAL</b>	<b>\$1,583,873.00</b>



**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** April 21,2022

**PRESENTER:** Mike Willingham

**AGENDA ITEM:** Diversified CPC Sublease with City of Sebring

**BACKGROUND:** Diversified CPC, a valued tenant needed additional expansion space for its operation. City of Sebring had an unused parcel within its leasehold for the Wastewater Treatment Plant adjacent to Diversified CPC's leasehold. The additional parcel was necessary for the expansion of the Diversified CPC's operation on the Airport.

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

**BOARD ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

**CITY OF SEBRING  
COMMERCIAL SUBLEASE  
DIVERSIFIED CPC INTERNATIONAL, INC.**

THIS SUBLEASE AGREEMENT is made and entered into this 1<sup>st</sup> day of March, 2022, by and between the **CITY OF SEBRING**, a Florida municipal corporation (herein called "SUBLESSOR") and **DIVERSIFIED CPC INTERNATIONAL, INC.**, a Wisconsin corporation authorized to do business in Florida (herein called "SUBLESSEE").

**WITNESSETH:**

**WHEREAS**, SUBLESSOR is the Sublessee under that certain Commercial Lease dated December 8, 2008, as amended by First Amendment dated August 16, 2018, with the Sebring Airport Authority for certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida (the "Lease"); and,

**WHEREAS**, SUBLESSEE is also a lessee of adjacent property from the Sebring Airport Authority (the "Airport"); and

**WHEREAS**, SUBLESSEE wishes to sublease a small unused portion of the property subject to the Lease that is adjacent to SUBLESSEE's leasehold; and

**WHEREAS**, SUBLESSOR has agreed to lease said portion of the property from SUBLESSEE, subject to certain terms and conditions; and

**WHEREAS**, the Airport has consented to this Sublease pursuant to paragraph 8 of the Lease,

**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 Sublease Agreement shall commence on March 1, 2022 and end on March 31, 2047, unless extended or sooner terminated as herein provided. If the Lease from Airport to Sublessor is terminated prior to March 31, 2047, this Sublease shall automatically terminate and Sublessee may negotiate a further lease with the Airport.

2. **PROPERTY.** The property subject to this Agreement is the approximate 7,600 square feet of property located at the Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").

3. **USE.** The Premises are to be used by SUBLESSEE for the purpose of parking tanker trailers. SUBLESSEE will make no unlawful, improper, or offensive use of the Premises.

4. **RENT.** SUBLESSEE hereby agrees to pay rent to SUBLESSOR at the rate of \$3,000.00 per year, payable in twelve (12) equal monthly installments of \$250.00, together with any sales or use taxes thereon, in advance, on or before the first day of each month during the initial three (3) years of this Sublease. Beginning March 1, 2025, and on the same day of each year thereafter, the rent shall be adjusted upward in accordance with the following provision. SUBLESSOR 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.

5. **MOWING.** As additional consideration hereunder, SUBLESSEE shall keep the Premises, including SUBLESSOR's property around its wastewater treatment plant, mowed and presentable at all times.

6. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.



7. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

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

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

10. **INSURANCE AND INDEMNITY.** SUBLESSEE will at its own expense and at all times during the term of this Sublease Agreement provide and maintain in effect for the Premises those insurance policies and minimum limits of coverage as designated below, with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by SUBLESSOR. These minimum insurance requirements shall not be interpreted to in any way limit SUBLESSEE's defense and indemnity obligations. In addition, the policies shall:

- A. Specifically recognize and insure the contractual liability assumed by SUBLESSEE under this Sublease Agreement;
- B. Provide that SUBLESSEE's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to SUBLESSOR and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Specifically waive insurers' rights of subrogation against SUBLESSOR; and
- D. Specifically recognize that should SUBLESSEE's policies provide a limit of liability in excess of such amounts required below; SUBLESSOR shall have the right of the benefit to the full extent of the coverage available.

**LIABILITY INSURANCE.** Comprehensive general liability insurance with respect to the operations conducted on the Premises, of not less than \$1,000,000 combined single limit coverage of Bodily Injury and Property Damage. SUBLESSOR shall be listed as an additional insured on SUBLESSEE's policy or policies of comprehensive general liability insurance and SUBLESSEE shall provide SUBLESSOR with current Certificates of Insurance evidencing SUBLESSEE's compliance with this paragraph.

**BUSINESS AUTO INSURANCE.** 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, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage for Bodily Injury and Property Damage.

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

**SUBLESSEE'S LIABILITY NOT LIMITED.** NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS SUBLEASE AGREEMENT, SUBLESSEE 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:** SUBLESSEE 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 SUBLESSEE to comply with the provisions of this Sublease Agreement, the insurance rate shall at any time be higher than it otherwise would be, then SUBLESSEE shall reimburse the Airport 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 SUBLESSEE.

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

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

11. **ASSIGNMENT.** SUBLESSEE shall not assign this Sublease or sublet the Premises, directly or indirectly, without the written consent of SUBLESSOR, which consent will not be unreasonably withheld.

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

13. **ABANDONMENT OF PREMISES BY SUBLESSEE.** In case SUBLESSEE shall abandon said Premises, or any part thereof, during the term of this Agreement, SUBLESSOR 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 SUBLESSOR would otherwise have to hold SUBLESSEE responsible for the rent. In case said Premises, or any part thereof, shall be relet, SUBLESSOR 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 SUBLESSEE.

14. **ALTERATIONS.** SUBLESSEE shall make no material additions or alterations in or to the Premises without the written consent of SUBLESSOR and the Airport, except for the paving of the area, at SUBLESSEE's expense. SUBLESSEE shall be responsible for the cost of any additions or alterations made by SUBLESSEE and shall protect and reimburse SUBLESSOR against possible mechanics', laborers' and materialmen's liens upon the Premises.

15. **NO LIENS CREATED.** SUBLESSEE 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 SUBLESSEE. All persons contracting with SUBLESSEE, or furnishing materials or labor to SUBLESSEE, shall be bound by this provision. Should any such lien be filed, SUBLESSEE 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. SUBLESSEE is not the agent of SUBLESSOR 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 the Airport's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

**16. SUBORDINATION.** This Sublease Agreement shall be subordinate to the provisions of any existing or future agreement between the Airport 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 Sublease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the Airport 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 Airport, 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 Airport pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of SUBLESSEE in this Sublease Agreement, nothing contained in this Sublease Agreement shall grant SUBLESSEE 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.

**17. NON-DISCRIMINATION.** SUBLESSEE 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 Sublessee 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, SUBLESSOR 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.

**18. MAINTENANCE AND REPAIRS.** SUBLESSEE 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 SUBLESSEE refuses or neglects to make any repairs, to the reasonable satisfaction of SUBLESSOR within a reasonable period of time after receipt of written notice of need for such repair from SUBLESSOR, SUBLESSOR may make such repairs without liability to SUBLESSEE for any loss or damage that may occur to SUBLESSEE'S property or business and SUBLESSEE shall pay SUBLESSOR'S costs for making such repairs, including SUBLESSOR'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. SUBLESSOR reserves the right to enter on the Premises at all reasonable times to make such repairs.

**19. 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. SUBLESSOR reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by SUBLESSOR. SUBLESSOR agrees that it will not grant a future party an exclusive right to provide the services described in this Sublease Agreement.



20. **FUTURE AGREEMENTS OF THE AIRPORT.** The terms and conditions hereof shall not be construed to prevent the Airport 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.

21. **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:

William Frauenheim, VP of Operations	Utilities Director
Diversified CPC International, Inc.	City of Sebring
2250 S. Chicago Street, Suite 216	321 North Mango Street
Joliet, IL 60436	Sebring, FL 33870

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

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

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

24. **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.

25. **LEASE RESTRICTIONS.** SUBLESSEE hereby agrees to abide by all elements of the Airport 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 the Airport's website and the full text of each document shall be considered as a part of this Sublease as if fully stated herein and/or attached hereto.

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

27. **DANGEROUS ACTIVITIES PROHIBITED.** SUBLESSEE 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. SUBLESSEE hereby indemnifies and holds SUBLESSOR harmless from any claims because of injury to life, person or property by reason or anything done or permitted by SUBLESSEE, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

28. **AIRPORT FACILITIES.** The parties understand and agree that the Airport 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 Airport in its sole discretion. SUBLESSEE agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. SUBLESSEE 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 the Airport's written instructions.

29. **AIRPORT PRIORITY.** This Sublease 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 Airport 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).



30. **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 SUBLESSEE and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience SUBLESSEE. The Airport will render its best efforts to limit adverse impacts on the SUBLESSEE from these activities. Such inconveniences shall not be a default under this Sublease. SUBLESSEE 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 Sublease. The Airport reserves the right to designate the access road or roads to be used by SUBLESSEE during these events.

31. **AIRPORT PROTECTION.** The following shall be conditions of this Sublease:

A. The Airport 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. SUBLESSEE 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. SUBLESSEE 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.

32. **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. SUBLESSEE agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

33. **ENVIRONMENTAL MATTERS.**

A. SUBLESSEE covenants that, other than Allowable Amounts (as defined below), SUBLESSEE will not use, handle, generate or store any Hazardous Materials (as defined below) on or about the Premises. Other than Allowable Amounts, SUBLESSEE 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 Sublease, 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 SUBLESSEE's operations. As used in this Sublease, 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 Sublease 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. SUBLESSEE shall promptly notify the Airport if SUBLESSEE shall become aware that the Premises are in violation or are alleged to be in violation of any Environmental Laws. SUBLESSEE shall cure any violations of Environmental Laws caused by SUBLESSEE or any of its agents, employees or representatives. SUBLESSEE shall indemnify and hold SUBLESSOR



and the Airport harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by SUBLESSOR and/or the Airport as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials by SUBLESSEE or any of its agents, employees, or representatives. Such indemnity shall survive termination of this Sublease Agreement, whether by lapse of time or otherwise.

**34. 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.

**35. STORM WATER POLLUTION PREVENTION PLAN.** SUBLESSEE hereby agrees to abide by all rules and regulations established by the Airport 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. SUBLESSEE will obtain all necessary storm water permits before paving the Leased Premises.

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

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

**B.** An initial failure of SUBLESSEE to comply with any obligation imposed upon SUBLESSEE by this Sublease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from SUBLESSOR to SUBLESSEE. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, SUBLESSEE shall not be in default so long as SUBLESSEE is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of SUBLESSEE 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 SUBLESSEE or any guarantor of SUBLESSEE's performance hereunder and not dismissed within thirty (30) days after the filing;

**D.** An assignment of SUBLESSEE'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 SUBLESSEE'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.** SUBLESSEE's interest in the Premises or under this Sublease 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.** SUBLESSEE defaults under any other lease or agreement with SUBLESSOR.

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

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

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



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

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

E. Terminate this Sublease by giving SUBLESSEE written notice thereof, without relieving SUBLESSEE 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 Sublease and resulting from SUBLESSEE's default;

F. Terminate this Sublease, relieving SUBLESSEE 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.

**38. ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including SUBLESSOR's and the Airport'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.

**39. 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.

**40. TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Sublease, the lease payments or the Premises shall be the obligation of SUBLESSEE. SUBLESSEE shall pay all taxes when due. Should said taxes not be paid by SUBLESSEE, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

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

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

**43. 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 Sublease 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 Sublease shall forthwith be physically amended to make such insertion or correction.

**44. 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.

**45. LAWS AND REGULATIONS.** SUBLESSEE shall comply with all laws, ordinances, rules, orders and regulations relating to SUBLESSEE's performance under this Sublease Agreement and SUBLESSEE's use of the Premises.

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

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



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

**WITNESSES:**

*Tiffany Hill*  
Printed Name: Tiffany Hill

*Renee Brady*  
Printed Name: Renee Brady

*Annette Pancoff*  
Printed Name: Annette Pancoff

*Bonnie Evans*  
Printed Name: BONNIE EVANS

**Exhibit Attached:**

- A. Map/Real Property Description

**SUBLESSOR: CITY OF SEBRING**, a Florida municipal corporation

By: *Tom Dettman*  
Tom Dettman, Council President

Attest: *Kathy Haley*  
Kathy Haley, City Clerk  
(Corporate Seal)



**SUBLESSEE: DIVERSIFIED CPC INTERNATIONAL, INC.**, a Wisconsin corporation

By: *William Auriemma*  
William Auriemma, as its President

(Corporate Seal)



**CONSENT**

Sebring Airport Authority, a body politic and corporate of the State of Florida, hereby consents to the sublease of the Commercial Lease from the CITY OF SEBRING to DIVERSIFIED CPC INTERNATIONAL, INC.


Two Witnesses:

  
(Printed Name) Beverly K. Glarner

  
(Printed Name) Mike Willingham

**SEBRING AIRPORT AUTHORITY**

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

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



Moved by Dettman, seconded by Lowrance and the unanimous vote of Council to approve budget amendment #126 and accept the quote from Southern Corrosion in the amount of \$49,849.00 for the exterior recoating of the Veteran's Beach Water Treatment Plant elevated storage tank and instruct the City Attorney to prepare a contract for the completion of work.

7/20/21

Mr. Bob Boggus, Utilities Director, reported that staff has received a proposal from Mr. Robert Scott of Diversified CPC to sublease a small unused section of the City's Sebring Airport Wastewater Treatment Plant (WWTP). Mr. Scott's would like to use the property to provide additional parking for tanker trailers. The lease will encompass approximately 7,600 square feet and is offering to pay the City \$250.00 per month and will mow the grounds around the WWTP. Mr. Boggus stated he does not expect a need for this property and we do not have any infrastructure there. Mr. Boggus asked what is the time frame for this lease. Mr. Boggus stated he did not know. Mr. Shoop stated he would like a clause put in that if the City should need the property we can take it back. Mr. Boggus stated they do want to asphalt the property. Mr. Shoop asked if SWFWMD would need to be involved. Mr. Steve Dobbs, Engineer for Diversified, stated the SWFWMD document would have to be modified. Mr. Robert Scott, Project Engineer, provided a short power-point presentation and added they would like a 25-year lease for this property. Mr. Lowrance asked how many tanks would they have. Mr. Scott stated there would be three but hope to have nine. Mr. Lowrance asked how the product is brought in. Mr. Scott explained. Mr. Stewart stated 25 years is a long time and does Mr. Boggus think we will need the property in that time frame. Mr. Boggus

stated he does not think the property is big enough to expand the plant. Mr. Stewart stated he would like a clause in the contract that we can raise the rent periodically. Attorney Swaine state he felt the property appeared to be very small for a parking lot. Mr. Dettman stated this is for parking of tankers only, no storage, etc. strictly mobile. Mr. Scott stated this is correct.

Moved by Stewart, seconded by Dettman and the unanimous vote of Council to approve the proposal of \$310.00 (\$250-rent/\$60-mowing credit) with an escalating clause by Diversified CPC to sublease the property for 25 years.

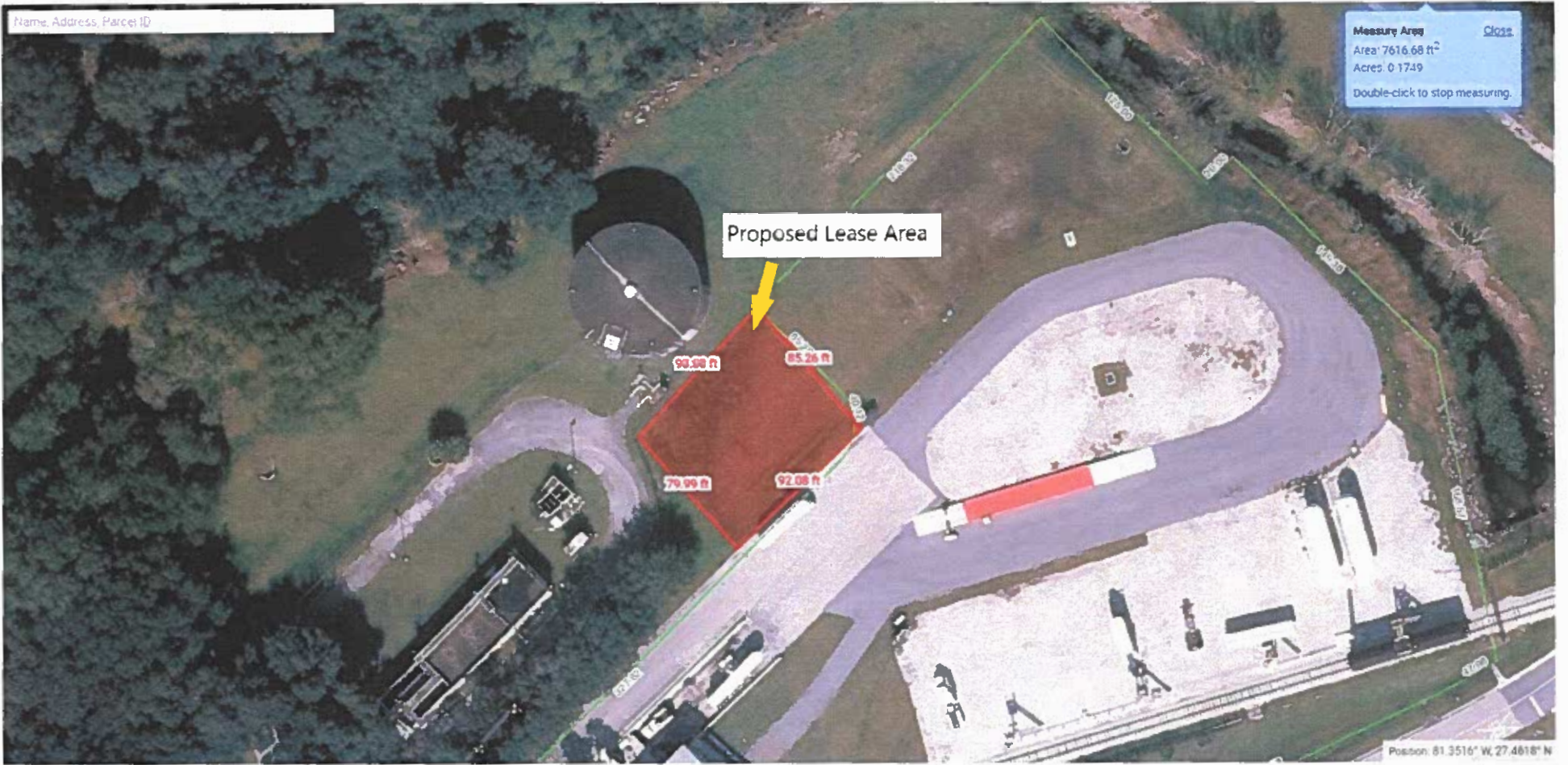
~~AN ORDINANCE AMENDING SUBSECTION 26-171(4) OF THE CODE OF ORDINANCES OF THE CITY OF SEBRING BY REQUIRING A BOUNDARY SURVEY AS A CONDITION TO OBTAINING A FENCE OR WALL PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE was read. Mr. Dettman stated he would like a distinction between a fence and a wall. Mr. Dettman stated after talking with many residents he agrees with Mr. Lowrance on his comments made at the last meeting and feels requiring a survey for a fence would create a burden and a cost for property owners but does feel if it is a structure which sits on a foundation does need a survey. Mr. Dettman stated he would like to see this rewritten to state a permanent structure would need a survey and not include a fence that can be easily moved. Mr. Stewart stated he agrees and feels this is the right thing to do and require a survey for a wall. Mr. Stewart stated he spoke with Mrs. Denise Brooker from Brooker Fence Company. Mrs. Booker came and read from a letter she had presented to Mayor and Council about the issues and the cost involved to have a requirement for~~



Name, Address, Parcel ID

**Measure Area** [Close](#)  
Area: 7616.68 ft<sup>2</sup>  
Acres: 0.1749  
Double-click to stop measuring.

Proposed Lease Area



Position: 81.3516° W, 27.4618° N



# Executive Director's REPORT



## INSIDE

- GRE Blast Deflectors considered for Sebring
- SUN 'N FUN 2022 Recap
- Sebring International Raceway News
- Sebring Airport Updates
- Spartan Trifecta, Lake Placid





## GROUND RUNUP ENCLOSURES (GRE) AKA BLAST DEFLECTORS CONSIDERED FOR SEBRING

To enhance the Airport's infrastructure, attract maintenance repair, and overhaul companies (MRO's) we are looking into grants to finance a GRE. As the aviation industry has evolved, so too has the responsibility that airports have in being considerate community members. Communities near airports expect solutions to reduce the acoustic impacts of all operations, including ground run-up noise,

created by aircraft. A GRE will also reduce the jet blast field so normal operations can be accommodated during run-up operations. In fact, GRE run-ups and normal operations can occur at the same time 24 hours a day. Maintenance run-ups typically create a greater noise nuisance than actual takeoffs and are often scheduled at night. This can result in noise complaints from the community and creates a serious public

relations problem for airports. Fortunately, a GRE that reduces both noise and jet blast can address these issues. Staff believes there is demand for this service and would function as an economic development tool. Please see graphics depicting a typical GRE installation.

The ability to accept to complete ground run-ups in a wide variety of wind conditions drives the success of any GRE project. The BOI 3-sided GRE design starts with sloped entry walls with a rolled top to improve airflow into the facility and minimize vortex formation (due to separation) at the front and top of the side walls.

BOI 3-sided GREs provide the optimal balance of acoustic performance, aerodynamic stability, and budget considerations (having comprised more than 30 such facilities). BOI can provide the ideal solution to accommodate any commercial or military aircraft. BOI's run-up management system (RMS), with information technology that greatly benefits users, owners, and stakeholders.

### TECHNICAL CHARACTERISTICS OF A TYPICAL 3-SIDED BOI GRE:



### FEATURES:



AVCON

## SUN 'N FUN TOOK PLACE APRIL 5-10

Every year at Sun 'n Fun one or two planes generate a buzz that sparks everyone's interest. This year, that plane was the Scale Wings SW-51, from Eggenfelden, Germany. What

distinguished this 70% replica of the iconic P-51 Mustang fighter of World War II was the unbelievable attention to detail. The whole airframe was made from carbon fiber composite.

### Supply Chain Struggles:

### Inventories Low, Enthusiasm High

Continuing supply chain issues have meant that a lot of the innovation focus is going toward adapting existing products to make use of available resources

rather than jumping into designing new stuff. In keeping with these challenges, there were very few big, fancy new products at the show.

This year a choked supply chain and slow regulatory approvals made it a different kind of show. While there was still plenty to see, major product announcements were few and far between.

Flight Design USA was showing off the production version of the F2 LSA, an airplane

appealing to aging pilots stepping out of bigger and faster airplanes. With a beefed-up landing gear, sturdy handling, the well-equipped F2 is a refreshing departure from the typical lightweight LSA.

Looking into the future, all eyes are on AirVenture 2022, and plenty of enthusiastic vendors are hanging onto major announcements until then.

**Dates for 2023 are March 28-April 2.**



## SEBRING AIRPORT UPDATES

### Terminal HVAC Improvements

The condenser relocation for the terminal HVAC improvements project has been completed. The testing and balancing of the system and final completion of the project should be achieved in May.

### Building 22 Reroofing

The project has been awarded and been approved by the board for Clyde Johnson Contracting and Roofing. The

Contractor will order materials in May, with work anticipated to begin in June. The construction duration is approximately 4 months to final completion.

### Haywood Taylor Rehabilitation

The low bidder for the Haywood Taylor was L Cobb Construction. The award and contract are in progress and will go to the board for approval in April. The NTP for construction is anticipated in June, with a construction

duration of approximately 5 months to final completion.

### T-hangar Assessment

An assessment of the existing T-hangar units is being conducted this week to determine condition and provide recommended maintenance activities and/or repairs. Field work will be completed this week, with a report/recommendations to be submitted by May 6th

### Taxiway A4

Four (4) bids were received on April 5th. The low bid is approximately \$1.9M. A construction grant application is being prepared for submittal to the FAA. Construction is anticipated to begin in September.

## CENTRAL FLORIDA SPARTAN TRIFECTA & KIDS WORLD CHAMPIONSHIP

*Spartan, the world's leading endurance sports and extreme wellness brand, recently announced that it will hold its Kids World Championship in the greater Sebring/Lake Placid, Florida area on December 10-11, 2022.*

Along with the Kids World Championship, hosted by Visit Sebring, will be the Central Florida Trifecta Weekend featuring the Sprint, Super, and Beast events along with an Open Kids Division for all youngsters ages 4-14.

[Click here to Register](#)





**Reported by Wayne Estes**

By almost every standard, the 2022 SuperSebring Mobil 1 Twelve Hours of Sebring Presented by Advance Auto Parts/WEC 1000 Miles of Sebring at Sebring International Raceway was an outstanding success.

The World Endurance Championship returned to Sebring for its first North American event since the original SuperSebring event in 2019. The addition of WEC carried many

new and returning opportunities which we believe over the longer, uninterrupted future will pay additional dividends to the ACO, IMSA and Sebring.

Sebring's SEVEN Hotel provided the setting for NASCAR's announcement for plans for Hendrick Motorsports, Chevrolet, and Goodyear to compete at Le Mans in a Next Gen Camaro.

Jacky Ickx, on the 50th anniversary of his historic Sebring

triumph, served as Grand Marshal for the weekend.

Guest, competitor and corporate feedback has been very positive. Tickets and parking revenues were up six percent over 2019, setting a new modern era record for the 12 Hour.

Several major corporate hospitality clients advised that they are awaiting activation until 2023's SuperSebring edition because of new LMDh (IMSA GTP) and WEC Hypercar debuts.

The venue looked spectacular, filled with RVs and guests, many of whom attended the Friday night concert featuring Sammy Kershaw, Aaron Tippin, and Collin Raye.

Sebring and IMSA's souvenir merchandise vendor surpassed previous sales records, topping its previous mark recorded in 2019 at Sebring.

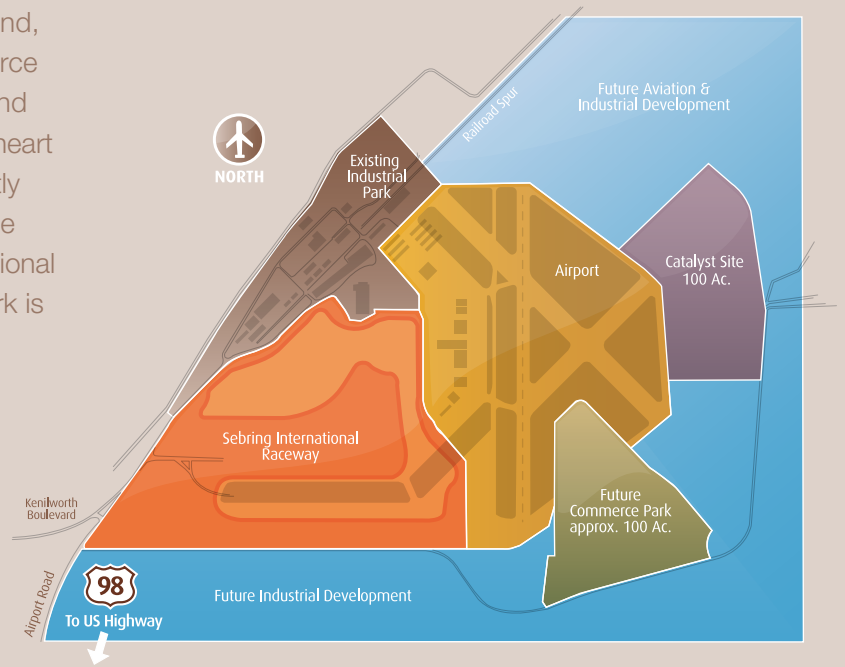


Sebring Regional Airport  
 128 Authority Lane  
 Sebring, Florida 33870  
[www.sebring-airport.com](http://www.sebring-airport.com)  
 863.655.6444

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

**SITE MAP**

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



**ACCELERATE YOUR BUSINESS'S POTENTIAL**





**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 APRIL 21, 2022, 20    :

(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 4-21-22

  
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.