

**Sebring Airport Authority
Board Meeting Agenda
May 19, 2022**

1:00 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) **Call to Order - Please be advised that you are on a recorded line.**
- b) **Pledge of Allegiance and Invocation**
- c) **Roll Call**
- d) **Election of Officers**

e) Announcements

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
06/16/2022	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

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

3. MISCELLANEOUS

4. ACTION ITEMS

- a) ITB #22-04 Haywood Taylor Resurfacing – Contract
- b) Interlocal Agreement – Haywood Taylor Blvd Resurfacing

Item C Added to Agenda: Highlands County School Board Lease - Aviation School

CONTINGENT ACTION ITEMS

5. BOARD OF DIRECTORS' BUSINESS

Form 9 is due by June 30, 2022 – Race Tickets

6. CONCERNS OF THE PUBLIC

7. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions,

including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

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

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
April 21, 2022**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on April 21, 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
Sidney Valentine	-	Asst. 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
Jason Ali	-	FBO Manager
Mike Swaine	-	Swaine and Harris
Kathy Rapp	-	HCBOCC Liaison
Leonard Carlisle	-	City of Sebring Liaison
Craig Sucich	-	Avcon
Kevin McCauley	-	Atkins
Berk Edwards	-	Edwards Médiation
Eric Menger	-	Hanson, Inc.

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Lenard Carlisle.
- C. **Roll Call**
Mark Andrews, Pete McDevitt, Carl Cool, Terrill Morris, Craig Johnson and Stanley Wells were present for the meeting. Sid Valentine was present virtually.
- D. **Announcements**
Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#.

2. MISCELLANEOUS

3. CONSENT AGENDA

Approve the Consent Agenda:

There was a motion by 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, Valentine and Andrews. Johnson abstained.

4. ACTION ITEMS

A. ITB #22-05 Perimeter Canal Maintenance 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 Carl Cool. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Johnson, Valentine, and Andrews.

B. ITB #22-04 Haywood Taylor Resurfacing 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 Carl Cool. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Johnson, Valentine and Andrews.

C. Sublease Diversified CPC – City of Sebring

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

5. DIRECTOR REPORT

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

6. BOARD OF DIRECTOR'S BUSINESS

Chairman reminded the Board about their Ethics Training

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 1:15pm.



Mike Willingham, Executive Director

5.19.22

Approved by Board

Invoices Paid In April 2022 Presented In May 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
04/05/22	C&C Plumbing, Inc.	\$423.00	SAA: Service Call; Supplied and Replaced Spud, Vacuum Breaker Kit, and O Ring on the Valve on Tecnam Toilet
04/05/22	Cintas	\$671.71	SAA/FBO: Bi-Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees
04/05/22	Leaf Capital Funding, LLC.	\$489.67	SAA/FBO: Lease of Copy Machines
04/05/22	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
04/05/22	Rapid Systems	\$84.99	SAA: March 2022 Internet Service - Executive Assistant Home Office
04/05/22	TechHouse: Integrated	\$937.70	SAA/FBO: April 2022 Recurring Monthly Software and General IT Support
04/05/22	The News-Sun	\$36.25	SAA: SRA and CRA Annual Financial Report and 2020 - 2021 Fiscal Year-end Audit Available
04/07/22	Reliance Aviation, LLC.	\$7,267.66	SAA/FBO: Monthly Fuel Truck Lease - November 2021 to March 2022
04/07/22	Virtower, LLC.	\$6,000.00	FBO: Purchase and Installation of Airport Operations Tracking System
04/12/22	A1 Extreme Cleaning	\$724.64	SAA/FBO: March 2022 Cleaning in Terminal Building thru 3.13.22 - 3.31.22
04/12/22	Aroma Coffee	\$734.32	SAA/FBO: Coffee Station & Cleaning Supply Replenishment
04/12/22	Box N Out, Inc.	\$200.00	SAA/FBO: Monthly Recycling Service- March 2022
04/12/22	Bugs Bee-Ware Exterminating, Inc.	\$100.00	SAA: Shrub and Plant Care
04/12/22	Carl F Weaver	\$2,475.00	SAA: Life Safety Plans Reviewed & Evaluated for 12 Hours of Sebring 2022 Race
04/12/22	Cintas	\$328.71	SAA/FBO: Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees
04/12/22	Colts Pressure Cleaning	\$211.00	SAA: Pressure Washing of Entryway and Walkways
04/12/22	Federal Express Corporation	\$41.13	SAA: Express Shipping
04/12/22	Gibson Aviation	\$7,485.60	FBO: Service Calls Loaner Jet-A Truck; Replaced (PTO) Gorman Rupp Pump, Includes Parts & Labor
04/12/22	Paul C Valladares, Jr	\$270.00	SAA/FBO: April 2022 Plant Service
04/12/22	Pitney Bowes Global Financial	\$179.43	SAA: Quarterly Lease of Postage Machine
04/12/22	RelaDyne Florida, LLC.	\$2,028.60	FBO: Bulk Oil for Resale
04/12/22	Robbins Nursery, Inc.	\$618.30	SAA: Landscape of Parking Lot Area of Terminal Building
04/12/22	Swift Fuels, LLC.	\$11,200.80	FBO: UL94 AvGas Fuel at Sebring
04/12/22	SWK Technologies, Inc.	\$2,500.00	SAA: SWK Support Plan for Sage 100 - Remote Technical Assistance
04/12/22	Universal Protection Service, LLC.	\$16,090.97	SAA: March 2022 Security Service
04/19/22	Big Messages, LLC	\$159.60	SAA: After Hours Telephone Answering Service
04/19/22	Department of Management Services	\$338.54	SAA/FBO: March 2022 Audio, Long Distance and Local Service
04/19/22	Federal Express Corporation	\$4.98	SAA: Express Shipping
04/19/22	Jason Ali	\$248.04	FBO: Travel Reimbursement for Mileage to APBR - March 2022
04/19/22	Robbins Nursery, Inc.	\$1,818.70	SAA: Plants For Landscaping Around AC Terminals
04/19/22	Ruben Carrodegua	\$93.02	FBO: Travel Reimbursement for Mileage to APBR - March 2022
04/19/22	Sebring Airport Authority	\$27,419.38	FBO: March 2022 Expenses Due April 2022
04/26/22	Carolina Ground Service Equipment, Inc.	\$5,405.33	SAA/FBO: Purchase of New Lavatory Cart Tronair 10-6409-0000; 30 gal Waste Tank Capacity/25 gal Tank Capacity; 6 ft Blue Waste Hose with GA Coupler; 10 ft Black Waste Outlet Hose; 12 ft Clear Fill Hose with Coupler and Plug // Freight for Purchase of New Lavatory Cart Tronair 10-6409-0000
04/26/22	Carter & Leonardo Environmental Services	\$600.00	SAA: Wetland Determination - Simplified Environmental Clearance Report - 7340 Haywood Taylor Blvd Parcel
04/26/22	Florida Customs Brokers &	\$450.00	SAA: 2022 Renewal for Associate Annual Membership Dues
04/26/22	Jarrett Ford	\$4,089.69	SAA: Repairs to Explorer; Internal Leakage in Transmission Causing the Vehicle to Slip on Upshift; Overhaul the Transmission, Perform Bench Overhaul of Transmission, Flush Cooler and Lines, Reprogram PCM and Perform Adaptive Learning Drive Cycle Strategy
04/26/22	Monsido, Inc.	\$5,750.00	SAA: Monitoring Sebring Regional Airport Websites for ADA Compliance
04/26/22	Rapid Systems	\$431.38	SAA: April/May 2022 Internet Svc & Router for the Tower
04/26/22	The News-Sun	\$138.50	SAA: Subscription Renewal for 26 Weeks of Newspapers

TOTAL PAID INVOICES: \$108,541.64

April 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
4/5/2022	AMZN Mktp US 163KI0YA2	\$179.97	SAA: Towels and Storage Cabinets for Pilots Bathroom
4/5/2022	AMZN Mktp US 1H5OH51Y0	\$59.99	SAA: Mattress Cover for Inflatable Bed for Life Safety Inspector Stay
4/5/2022	DISH NETWORK-ONE TIME	\$126.91	FBO: Monthly Satellite Service for Pilot's Lounge - April 2022
4/5/2022	SQ DMJ WATER WORKS	\$160.00	SAA/FBO: Detailing of Airport Vehicles
4/6/2022	CIRCLE K 07515	\$101.00	SAA: Fuel for Maintenance Truck
4/6/2022	HARBOR FREIGHT TOOLS 538	\$77.34	FBO: Various Items for FBO Staff Use; AA Batteries for Resale
4/6/2022	WCI SEBRING HAULING	\$484.10	SAA/FBO: Monthly Waste Collection - April 2022
4/7/2022	AUVSI NF	\$319.00	SAA: Registration for AUVSI conference - Executive Director
4/7/2022	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
4/7/2022	SWK TECHNOLOGIES INC	\$326.48	SAA: Monthly Fee for Mas90 Online Services - April 2022
4/8/2022	MURPHY EXPRESS 8594	\$70.00	SAA: Fuel for Maintenance Truck
4/8/2022	THE HOME DEPOT #6340	\$124.85	SAA: Tools and Photo Cells for Gate Lights
4/9/2022	SQ AIRPARTS INC	\$10.95	FBO: Safety Wire for Monthly Quality Control Single Point Nozzle Servicing
4/9/2022	SUNNFUN_FLAIMUS	\$80.00	SAA: Entry Fee to Sun N Fun Executive Director
4/10/2022	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptionsd (Entire Staff)
4/10/2022	SUGAR SHAKERS FAIR/EVENT	\$27.00	SAA: Executive Director Lunch - Sun N Fun
4/11/2022	BATTERIES+BULBS #0058	\$216.24	SAA: Batteries for Server Room Back Up UPS; Battery Boxes for Runway X's
4/12/2022	CIRCLE K 07515	\$50.00	FBO: Fuel for Courtesy Chevy Tahoe
4/12/2022	PUBLIX #1517	\$30.18	FBO: Cake and Soda for Staff Member Birthday
4/13/2022	NATIONAL AIR TRANS ASS	\$132.00	FBO: NATA Certified QC Inspector Workshop Training
4/13/2022	TRTAX&ACTGPROFESSIONAL	\$276.00	SAA: Monthly Subscription Fixed Asset Software
4/13/2022	Worth Door Company	\$335.40	SAA: Key Fobs for Gate 9
4/14/2022	ALLEN ENTERPRISES INC	\$942.96	SAA: Runway Lighting
4/14/2022	CIRCLE K 07515	\$96.59	SAA: Fuel for Maintenance Truck
4/14/2022	VERIZONWRLSS RTCCR VB	\$1,296.29	SAA/FBO: Monthly Mobile Service March 2022
4/15/2022	AMER ASSOC NOTARIES	\$103.90	FBO: Notary Application K. Pecor
4/15/2022	APEX OFFICE PRODUCTS INC	\$159.96	FBO: Copy Paper for FBO
4/15/2022	NIS SUPPLY	\$499.00	FBO: 65 Gallon Spill Kit for KSEF Fuel Farm
4/17/2022	SUPPORTPDFFILLER.COM	\$96.00	SAA: Annual Subscription Adobe PDF Filler
4/18/2022	AMERICAN MESSAGING	\$31.10	FBO: Emergency Beeper Service
4/19/2022	IN KANTOLA TRAINING SOLU	\$6.00	SAA: Online Training New Employee
4/20/2022	AMZN Mktp US 1A66G3Y72	\$82.82	SAA: Replacement Gate Controller for Gate 9
4/20/2022	CELLULAR SALES CF-27	\$492.00	SAA: Three Replacement Verizon 4G LTE Mobile Hotspot Upgrades
4/20/2022	THE HOME DEPOT #6340	\$62.82	SAA: Blaster Lube and Photo Cell for Lighting

April 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
4/21/2022	MYFLORIDACOUNTY.COM	\$152.15	SAA: Filing Fee to Clerk of Courts - Interlocal Agreements
4/22/2022	EXXONMOBIL 99379059	\$85.28	SAA: Executive Director Vehicle - Fuel
4/22/2022	LOOPNET INC	\$118.50	SAA: Online SAA Realty Listing Company
4/23/2022	Samsung	\$106.42	SAA: Tablet Cover - Executive Director
4/23/2022	WAL-MART #3887	\$11.62	FBO: Trash Bags for APBR Facility
4/24/2022	AMZN MKTP US 1O85515Q0 AM	\$49.24	SAA/FBO: Coffee Station Organizer for FBO Customers
4/25/2022	AMZN Mktp US 1O4SU38C0	\$15.74	SAA: Replacement Key for Accounting File Cabinet
4/25/2022	GAMMON TECHNICAL PRODUCTS	\$222.45	FBO: Plastic Membrane Used to Test for Contaminants in Jet-A Fuel
4/26/2022	CIRCLE K 07515	\$99.00	SAA: Fuel for Maintenance Truck
4/26/2022	COWPOKESS WATERING HOLE	\$76.43	SAA: Executive Director & EDC-Meghan DiGiacomo Lunch
4/27/2022	NIS SUPPLY	\$449.70	FBO: Fuel Truck Spill Kits for Use with KSEF Fuel Trucks
4/27/2022	RUNWAY CAFE	\$31.52	SAA: Executive Director - Lunch T-Hangar Tenant
4/28/2022	AMAZON.COM 1Q0AZ7O92 AMZN	\$14.99	FBO: Security Stamp for FBO
4/28/2022	NIC -FL SUNBIZ.ORG	\$61.25	SAA: 2022 Annual Report US Sport Aviation Institute
4/28/2022	RUNWAY CAFE	\$52.41	SAA: Lunch - T-Hangar Tenant Kenneth Kirk
4/29/2022	APPLE STORE R127	\$223.58	SAA: Apple Support - Ex. Director iPad
4/29/2022	YARBROUGH TIRE & SERVICE	\$659.90	SAA: 10 Golf Cart Tires
5/2/2022	GG III SAVE A LOT #	\$47.84	FBO: Water Bottles Purchased for FBO Customers and Staff
5/3/2022	CIRCLE K 07515	\$85.00	SAA: Fuel for Maintenance Truck
5/3/2022	COLE AUTO SUPPLY INC	\$21.98	SAA: Windshield Wiper Blades for Maintenance Truck

Total Due: \$9,969.76

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 5/12/2022
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ALLABOU All About Lawns, Inc.									
2119542	4/27/2022	5/27/2022	1,000.00	1,000.00	0.00	0.00	0.00	0.00	SAA: Removal of Concrete Slabs, Plant Plants, and Add Irrigation Around AC Units
Vendor ALLABOU Totals:			<u>1,000.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ALLIED Universal Protection Service, LLC									
12709156 APR 2022	4/30/2022	5/30/2022	12,476.10	12,476.10	0.00	0.00	0.00	0.00	SAA: April 2022 Security Service
Vendor ALLIED Totals:			<u>12,476.10</u>	<u>12,476.10</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ATKINS Atkins North America, Inc.									
1971243 OC	4/30/2022	5/30/2022	46,687.50	46,687.50	0.00	0.00	0.00	0.00	SAA: April 2022 General On-Call Service
1971243 SF	4/30/2022	5/30/2022	1,300.00	1,300.00	0.00	0.00	0.00	0.00	SAA: April 2022 Star Farms - Grant Reimbursed
Vendor ATKINS Totals:			<u>47,987.50</u>	<u>47,987.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
122064 TAXIWAY	3/31/2022	4/30/2022	3,137.82	0.00	3,137.82	0.00	0.00	0.00	SAA: March 2022 Taxiway A4 Realignment - Grant Reimbursed
122065 OC	3/31/2022	4/30/2022	7,975.00	0.00	7,975.00	0.00	0.00	0.00	SAA: March 2022 General On-Call Service
122274 TAXIWAY	4/30/2022	5/30/2022	8,785.91	8,785.91	0.00	0.00	0.00	0.00	SAA: April 2022 Taxiway A4 Realignment - Grant Reimbursed
122275 OC	4/30/2022	5/30/2022	8,215.00	8,215.00	0.00	0.00	0.00	0.00	SAA: April 2022 General On-Call Service
Vendor AVCON Totals:			<u>28,113.73</u>	<u>17,000.91</u>	<u>11,112.82</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BECKER Becker & Poliakoff, P.A.									
4264911	4/30/2022	5/30/2022	595.90	595.90	0.00	0.00	0.00	0.00	SAA: April 2022 General Construction Issues
Vendor BECKER Totals:			<u>595.90</u>	<u>595.90</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4118366382	5/4/2022	6/3/2022	671.71	671.71	0.00	0.00	0.00	0.00	SAA/FBO: Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms ; FBO Red Mats
4119056124	5/11/2022	6/10/2022	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
Vendor CINTAS Totals:			<u>997.82</u>	<u>997.82</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS1 Cintas									
9175160963	5/1/2022	5/31/2022	109.00	109.00	0.00	0.00	0.00	0.00	SAA/FBO: Monthly Agreement for AED System

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 5/12/2022
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
Vendor CINTAS1 Totals:			109.00	109.00	0.00	0.00	0.00	0.00	
CIVILSU CivilSurv Design Group, Inc.									
442-001001-06	4/30/2022	5/30/2022	23,615.97	23,615.97	0.00	0.00	0.00	0.00	CRA: Professional Services for Webster Turn Drive Resurfacing - April 2022
Vendor CIVILSU Totals:			23,615.97	23,615.97	0.00	0.00	0.00	0.00	
DIANARI Diana Ries Designs, Inc.									
13933	4/30/2022	5/30/2022	1,338.00	1,338.00	0.00	0.00	0.00	0.00	SAA/CRA/YAZ: April 2022 Website Update
Vendor DIANARI Totals:			1,338.00	1,338.00	0.00	0.00	0.00	0.00	
FEC Federal Express Corporation									
7-743-35009	5/3/2022	6/17/2022	31.74	31.74	0.00	0.00	0.00	0.00	SAA: Express Shipping
Vendor FEC Totals:			31.74	31.74	0.00	0.00	0.00	0.00	
HANSON Hanson Professional Services Inc									
1093807	4/30/2022	5/30/2022	2,500.00	2,500.00	0.00	0.00	0.00	0.00	SAA: IFE Taxiway A4 Construction Phase
Vendor HANSON Totals:			2,500.00	2,500.00	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn Service									
1835	4/28/2022	5/28/2022	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: May 2022 Lawn & Landscape Care
Vendor JACKS Totals:			8,325.00	8,325.00	0.00	0.00	0.00	0.00	
SWAINE Swaine, Harris & Wohl, P.A.									
5994	4/30/2022	5/30/2022	1,944.50	1,944.50	0.00	0.00	0.00	0.00	SAA: April 2022 Legal Service - General On-Call Services
Vendor SWAINE Totals:			1,944.50	1,944.50	0.00	0.00	0.00	0.00	
Report Totals:			<u>129,035.26</u>	<u>117,922.44</u>	<u>11,112.82</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 5/12/2022
 Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
833522 A	3/30/2022	5/14/2022	36,151.64	0.00	36,151.64	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
838501	4/21/2022	5/21/2022	33,053.84	33,053.84	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
838502	4/30/2022	6/6/2022	33,062.76	33,062.76	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
838503	4/23/2022	6/7/2022	35,232.12	35,232.12	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
838506	4/23/2022	6/7/2022	35,232.12	35,232.12	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
840431	4/27/2022	5/17/2022	41,643.53	41,643.53	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at Sebring
843819	5/8/2022	5/28/2022	38,159.16	38,159.16	0.00	0.00	0.00	0.00	FBO: Jet A Fuel at APBR
S032099	5/1/2022	5/21/2022	297.50	297.50	0.00	0.00	0.00	0.00	FBO:TFBO Desktop SVC Fee for Software - May 2022
Vendor ASCENT Totals:			<u>252,832.67</u>	<u>216,681.03</u>	<u>36,151.64</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>252,832.67</u></u>	<u><u>216,681.03</u></u>	<u><u>36,151.64</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: May 19, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: ITB #22-04 Haywood Taylor Resurfacing – Cobb Site Development, Inc. Contract

BACKGROUND: At last months meeting, board awarded the Haywood Taylor Resurfacing project to Cobb Site Development, Inc.. Staff now brings contract for execution.

REQUESTED MOTION: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Asst. Secretary to execute contract.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

CONTRACT

(Haywood Taylor Blvd. Rehabilitation)

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

1. **PREMISE.** SAA solicited sealed bids for the Haywood Taylor Boulevard rehabilitation project 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 rehabilitation of Haywood Taylor Boulevard, including clearing and grubbing (removal of existing asphalt areas no longer used); milling and resurfacing of existing asphalt pavement; reworking of existing lime rock base material; removal of certain patched existing asphalt pavement areas and replacement with new stabilization, base, and asphalt; removal of existing cracked/broken concrete sidewalk and replacement with new concrete sidewalk and detectable warnings; removal and replacement of cracked and broken concrete valley gutter; lining of certain existing storm drainage pipes to seal them internally; removal and replacement of storm pipe; cleaning and sealing of certain storm drainage manholes and inlets; placing flowable fill in voids adjacent to certain existing storm drainage inlets; removal of two existing roadways and construction of new roadways along the same alignments (Bid Alternate 1); earthwork; sodding; and, placement of pavement markings, (herein collectively called the "Project" or the "Work"). The Work shall be performed in accordance with the conditions and prices stated in this contract and ITB #22-03, Bid Alternate 1, Contractor's Bid Response Form including Bid Alternate 1, Technical Specifications, Drawings, and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

3. **CONTRACT PRICE AND PAYMENT.** As the total price for completion of the Project, SAA shall pay to Contractor the total sum of One Million Eight Hundred Fifty Thousand, Twenty-Four Dollars and Thirty Five Cents (\$1,850,024.35), less the cost of materials and any sales tax thereon, which materials SAA may elect to purchase directly. The parties agree that SAA may elect after the execution hereof to deduct Bid Alternate 1 from the scope of Work, which will reduce the total contract price by Three Hundred Ninety-Four Thousand Ninety-four Dollars and Thirty Cents (\$394,094.30).

On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety percent (90%) of the Work completed up to the last day of the previous month, less the aggregate of previous payments. The remaining ten percent (10%) of the Work completed shall be retainage held by SAA until final completion of the Project. Once the Project has reached fifty percent (50%) completion, the retainage on future payments shall be five percent (5%). The SAA Executive Director must approve each payment request. Each payment application shall also:

- 3.1 detail an explanation of what work was completed by each entity requesting payment;
- 3.2 detail an estimate of the percentage of work performed by any subcontractor in relation to the entire scope of work contained in the subcontractor's contract with Contractor;
- 3.3 include a certification by Contractor that the work performed was in complete accordance with the Contract Documents;
- 3.4 include a certification that the amount of the invoice is accurate in relation to the work performed under any subcontractor contract;
- 3.5 include executed partial and/or final lien waivers from all suppliers and subcontractors.

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

4. COMMENCEMENT AND COMPLETION DATES. After full execution of this Agreement, SAA shall give Contractor a Notice to Proceed with purchasing the materials (Soft NTP). Thirty-five days after the date the Soft NTP is sent to Contractor, the Contractor hereby agrees to commence the Work within ten (10) days from a Notice to Proceed with construction from SAA (Firm NTP). Contractor shall be responsible for completing all Work in an expedited manner to achieve substantial completion of the Base Bid and Bid Alt 1 within one hundred fifty (150) calendar days of Firm NTP 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 \$1,694.00 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 \$100.00 per calendar day for each calendar day the date of final completion is delayed.

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

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

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

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

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

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

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

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon; or

C. By cost and a mutual acceptable fixed or percentage fee.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:
Lavon Cobb, President
Cobb Site Development, Inc.
401 South Sixth Avenue
Wauchula, FL 33873

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 a period of one (1) year from the date of final completion. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from SAA's misuse or negligence, acts of God or normal wear and tear.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify SAA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SAA, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of SAA, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by SAA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against SAA, its elected officials,

employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

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

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

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

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

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

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

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

AGREED TO this 19th day of May, 2022.

Two Witnesses as to SAA:

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

[Signature]
(Printed Name) _____

By: *[Signature]*
 Carl Cool, as its Chair or
 Mark Andrews, as its Vice Chair

[Signature]
(Printed Name) Colleen Flonsky

Attest: *[Signature]*
 Sidney Valentine, as its Secretary or
 Stanley Wells, as its Asst. Secretary

(corporate seal)



Two Witnesses as to Contractor:

COBB SITE DEVELOPMENT, INC. a Florida corporation

[Signature]
(Printed Name) Thomas Kelley

By: *[Signature]*
James C. Cobb as its CEO

[Signature]
(Printed Name) Candie Beckman

(corporate seal)



Prepared by and Return to:

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 19th day of May 2022, between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law (herein referred to as “SAA”) and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as “CRA”).

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

WHEREAS, the CRA was formed by the Highlands County Board of County Commissioners for the purpose of assisting SAA in the development, funding and operation of the Sebring Regional Airport and Industrial Park (herein referred to as the “Park”); and

WHEREAS, the CRA has determined that the use of tax increment revenues in the Park to provide financial support for maintenance and improvement thereof is appropriate and consistent with the Community Redevelopment Plan, as updated March 2, 2022 (the “Plan”); and

WHEREAS, the SAA requested the CRA to fund the engineering, design, pre-construction and procurement phase of the project entitled “Haywood Taylor Blvd Resurfacing – Phase II (CR623 to Terminal Building) (herein referred to as the “Project”); a project specifically identified in the Plan; and

WHEREAS, at a public meeting of the CRA on August 19, 2021, the CRA voted to approve the funding of the engineering, and design, pre-construction and procurement phase of the Project; and

WHEREAS, on January 28, 2022, the SAA issued Invitation to Bid #22-03 for the Project; and

WHEREAS, on March 8, 2022, the SAA received four (4) bids for the Project; and

WHEREAS, Atkins North America, the Project’s Engineer, recommended the award of the contract for construction of the Project to Cobb Site Development, Inc., the lowest responsive bid for the Base Bid and Bid Alternate 1 in the respective amounts of \$1,455,930.05 and \$394,094.30, for a total amount of \$1,850,024.35; and

WHEREAS, the SAA requested the CRA to fund the construction phase of the Project; and

WHEREAS, at a public meeting of the CRA on May 19, 2022, the CRA voted to approve the construction phase of the Project; and

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

3. **PROJECT ASSISTANCE PAYMENT.** The CRA finds that payment of funds equal to the lowest responsive bid for the Base Bid and Bid Alternate 1 in the respective amounts of \$1,455,930.05 and \$394,094.30, for a total amount of \$1,850,024.35 for the construction phase of Project will benefit and enhance the Park, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.

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

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

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

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

5. **ENTIRE AGREEMENT; AMENDMENT.** This document embodies the whole agreement of the parties. There are no promises, terms or conditions other than those contained herein. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

6. **MULTIPLE ORIGINALS.** Multiple copies of this Agreement may be executed, each of which shall be deemed an original.

7. **HOLD HARMLESS.** SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the

extent allowed by law, arising from the SAA's obligations contained herein to contract and supervise the Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

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

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

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


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

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

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


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

ATTEST:




Sid Valentine, Secretary
Stanley Wells Asst. Sec.

SEBRING AIRPORT AUTHORITY, a body politic created by Florida law

By: 


Carl Cool, Chairman
Date: 5.19.22

ATTEST:



Sid Valentine, Secretary
Stanley Wells - Asst. Sec

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

By: 

Carl Cool, Chairman
Date: 5.19.22

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
SCHOOL BOARD OF HIGHLANDS COUNTY**

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **SCHOOL BOARD OF HIGHLANDS COUNTY**, a political subdivision of the State of Florida ((herein called "TENANT").

W I T N E S S E T H :

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

WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said property from LANDLORD,

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

1. **TERM**. The term of this Lease Agreement shall be for twelve (12) months commencing on the date of approval by both parties and ending one year thereafter, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. TENANT shall lease a modular building (herein called the "Modular Building") from a third party and locate it at the Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises"). TENANT will utilize a licensed contractor to tie down the Modular Building and connect the utilities to the Modular Building, at its expense.
3. **USE**. The Premises are to be used by TENANT for the purpose of classroom and educational purposes. TENANT will make no unlawful, improper, or offensive use of the Premises. When not utilized by TENANT, LANDLORD may utilize the Modular Building for educational, office or other lawful purposes.
4. **LEASE PAYMENTS**. There will be no rent during the term of this Lease. LANDLORD shall reimburse TENANT for its Modular Building lease payments of \$2,442.00 per month during the term of this Lease.
5. **EMERGENCY CONTACT**. TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency. Current contact: John Rousch, whose phone number is 863-273-0522
6. **RELOCATION**. LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD.

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

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

8. **INDEMNIFICATION**. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the Landlord agrees to be liable for any and all damages, losses, and expenses incurred by the Tenant, caused by the acts and/or omissions of the

Landlord arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the Landlord, the Landlord shall defend and hold the Tenant harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law and as specifically limited by section 768.28, *Florida Statutes*, the Tenant agrees to be liable for any and all damages, losses, and expenses incurred by the Landlord, caused by the acts and/or omissions of the Tenant arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the Tenant, the Tenant shall defend and hold the Landlord harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

These provisions are in no way intended as a waiver of the parties' rights to sovereign immunity.

9. **INSURANCE.** TENANT will at its own expense and at all times during the term of this Lease 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 LANDLORD. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations. In addition, the policies shall:

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

LIABILITY INSURANCE. Commercial 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. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

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

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

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

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

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

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

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

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

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

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

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

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be

excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

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

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

16. MAINTENANCE AND REPAIRS. LANDLORD shall provide janitorial services to the Modular Building, at no charge to TENANT. TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

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

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

19. 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:

Superintendent
School Board of Highlands County
426 School Street
Sebring, FL 33870

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, 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.

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

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

22. 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.

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

24. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD,

which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

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

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

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

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

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

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

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

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

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

31. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into LANDLORD's sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials,

hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

32. 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.

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

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

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

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

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

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

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

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

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

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

36. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification,

each party shall bear their own attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

37. SOVEREIGN IMMUNITY. TENANT and LANDLORD expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the TENANT or LANDLORD for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the TENANT or LANDLORD which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

38. 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.

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

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

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

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

43. 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.

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

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

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

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

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

Beverly K. Glarner
Printed Name: Beverly K. Glarner

Colleen Flonsky
Printed Name: Colleen Flonsky

By: [Signature]
 Carl Cool, as its Chair or
 Mark Andrews, as its Vice Chair

Attest: [Signature]
 Sidney Valentine, as its Secretary or
 Stanley Wells, as its Asst. Secretary



(Corporate Seal)

TENANT: SCHOOL BOARD OF HIGHLANDS COUNTY, a political subdivision of the State of Florida

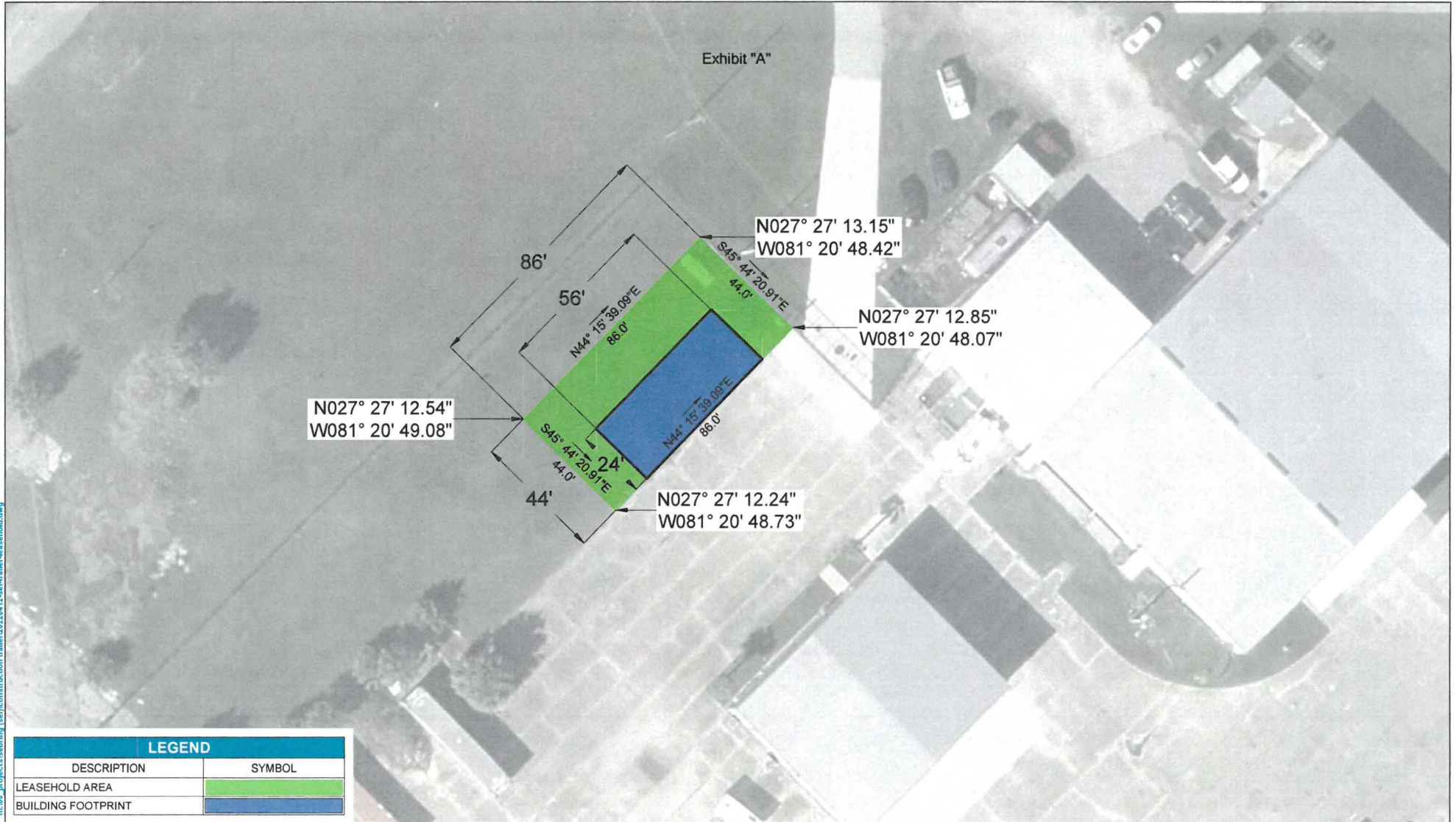
By: _____, as its Chair

Attest:

Brenda Longshore, as Superintendent of Schools and Secretary ex-officio to the School Board

(Corporate Seal)

Exhibit Attached:
A. Map/Real Property Description



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EXHIBIT 1 - PROPOSED CONSTRUCTION TRAILER AND LEASEHOLD
APRIL 2022

Executive Director's REPORT



INSIDE

- GRE Blast Deflectors considered for Sebring
- SUN 'N FUN 2022 Recap
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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 permit 24 complete ground run-ups in a wide variety of wind conditions allows the success of any GRE project. The 3D 3-sided GRE design directs all jet blast into a raised top to improve airflow into the facility and eliminate water formation (due to separation) at the front and top of the side walls.

3D 3-sided GREs provide the optimal balance of acoustic performance, aerodynamic, cost, and budget considerations (using captured noise from 3D such facilities). 3D can provide the best solution to accommodate any commercial or military aircraft. 3D's noise management system (NMS), with absorption technology, that greatly benefits users, owners, and stakeholders.

TECHNICAL CHARACTERISTICS OF A TYPICAL 3-SIDED 3D GRE:



FEATURES:



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.

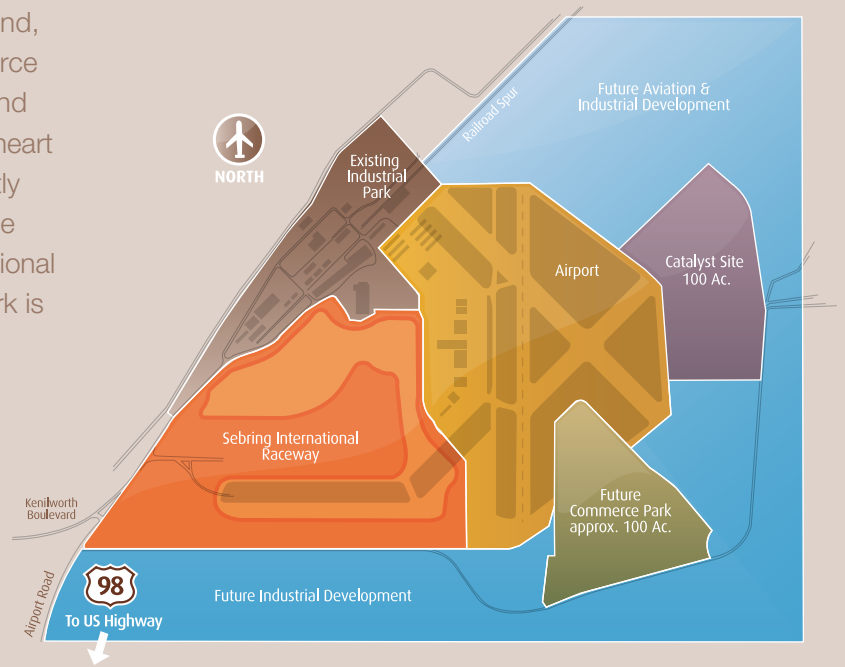


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With strategic access to major markets by land, sea and air—Sebring Regional Airport and Commerce Park offers a wide range of business advantages and incentives to support your company’s future. In the heart of Central Florida, the 2,000-acre park 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