# Sebring Airport Authority Board Meeting Agenda February 15, 2024

1:30 p.m.

Hendricks Field Sebring Airside Center

#### 1. OPENING ITEMS

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

#### **Upcoming Meetings & Events**

Date	Time	Meeting/Event	Location .
03/11-16/24		12 Hours of Sebring - Race	
03/21/2024	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

#### 2. CONSENT AGENDA

a) Approve January 2024 Minutes and Invoices

#### 3. MISCELLANEOUS

#### 4. ACTION ITEMS

- a) FLG Lease
- RFP 23-09 Stormwater Drainage Improvements EDA Investment No 04-01-07824 Award and Contract - Quality Enterprises USA, Inc
- c) Change Order for Clyde Johnson Hurricane Ian Repairs Project
- d) Interlocal Agreement Highlands County Webster Turn
- e) Resolution 24-01 Approving Budget Amendment S24-01

## CONTINGENT ACTION ITEMS

#### 5. EXECUTIVE DIRECTORS' REPOT

- FBO Report Andrew Bennett
- Hanson Group Advanced Air Mobility

## 6. BOARD OF DIRECTORS' BUSINESS

## 7. CONCERNS OF THE PUBLIC

## 8. ADJOURNMENT

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

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

# SEBRING AIRPORT AUTHORITY BOARD MEETING January 18, 2024

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on January 18, 2024, at 1:32 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Mark Andrews - Chairman
Pete McDevitt - Vice Chairman
Stanley Wells - Secretary
Carl Cool - Board Member

#### Also

Mike Willingham
Andrew Bennett
Beverly Glarner
Jami Olive
Colleen Plonsky
Bob Swaine
- Executive Director
Executive Assistant
Executive Assistant
Director of Finance
Swaine and Harris

Jack Thompson - Avcon

Joann Gaskins - CareerSource Highlands

Kevin McCauley - AtkinsRealis

## 1. OPENING ITEMS

- A. Meeting was called to order at 1:32 p.m.
- **B.** Bob Swaine led the Invocation and the Pledge.

#### C. Roll Call

Mark Andrews, Carl Cool, Stanley Wells and Pete McDevitt were present for the meeting. Brent Ferns, Terrill Morris and Craig Johnson were absent.

## D. Announcements

The next board meeting will be held Thursday, February 15th at 1:30pm.

## 2. CONSENT AGENDA

## Approve the Consent Agenda:

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

## 3. MISCELLANEOUS

## 4. ACTION ITEMS

#### A. Rexair Lease

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item with a second by Carl Cool. The motion was passed with aye votes by Andrews, McDevitt, Cool, and Wells.

## 5. DIRECTOR REPORT

Deputy Director Andrew Bennett updated the Board on FBO and Range activities.

## 6. DIRECTOR'S BUSINESS

## 7. CONCERNS OF THE PUBLIC

## 8. ADJOURNMENT

Chairman adjourned meeting at 1:38pm.

Mike Willingham, Executive Director

Approved by Board

# Invoices Paid in January 2024 Presented in February 2024 Board Meeting

Date	SAA/FBO - Paid Invoices	Amount	Description
1/2/2024	Ascent Aviation Group	\$53,973.86	FBO: 100LLAv_Gas and Jet-A Fuel at Sebring
	Ascent Aviation Group	\$16.10	FBO: WingPoints(Fuel Rewards Program) Issued through 12.19.23
1/10/2024	Ascent Aviation Group	\$970.00	FBO: Drum Container of Jet Fuel Additive
1/10/2024	Craig D Curtis		SAA: Re-Key Conference Room in SAA Admin Area
1/10/2024	Bella Villa 31	\$2,384.00	SAA/FBO: Cleaning of Terminal Building
1/10/2024	Bio-Tech Consulting Inc.	\$3,477.50	SAA: Bi-Monthly Waterway Weed Control
	Bugs Bee-Ware Ext., Inc.	\$540.00	SAA: Quarterly Exterminating of Terminal Building and Grounds
1/10/2024	Bates Security dba Central Security & Elect., Inc	\$231.00	SAA: Fire Alarm Monitoring for Six Months (01.01.24-06.30.24)
1/10/2024		\$1,036.30	SAA/FBO: Two Weekly Service for Air Care, Mats, Soap, GermX, FBO Uniforms
1/10/2024		\$118.00	SAA/FBO: Monthly Agreement for AED System
	Coastal MRO		FBO: Pre-Employment Drug Screening
1/10/2024	Copy Life Inc		SAA/FBO: December 2023 Copies
1/10/2024	DBT Transportation Services	\$17,978.40	SAA: Replacement of Temperature Probe & Visibility/Present Weather Sensor for AWOS
	Delaney Fence Co Inc	\$1,685.00	SAA: Repairs to Gate 1
1/10/2024	Federal Express Corporation		SAA: Express Shipping
	Leaf Capital Funding, LLC		SAA/FBO: Lease of Copy Machines
	Long's Air Conditioning, Inc.		SAA: Service of Terminal Building AC, Check Filters & Condensate Pumps
	Rapid Systems	\$638.95	SAA/FBO: Monthly Internet for Terminal Building & Control Tower
	Ascent Aviation Group	\$46.00	FBO: Credit Card System w/ Pin Pad, CC Warranty Fee, & Comm Fee
	Dustin Dennis	\$340.00	SAA/FBO: Detailing of Airport Vehicles
	Air & Electrical Services, Inc	\$434.99	SAA: Electrical Repairs for Building 22
	Craig D Curtis	\$75.00	SAA: Repair Outside Door Lock to Building 22
	Big Messages LLC	\$169.32	SAA/FBO: After Hours Answering Service
	Coastal MRO	\$252.50	SAA/FBO: Pre-Employment Drug Screening
	Department of Management Svcs.	\$293.25	SAA/FBO: Audio, Long Distance & Local Service through Suncom
	Federal Express Corporation	\$7.13	SAA: Express Shipping
	Beverly Glarner	\$140.99	SAA: Internet Service for Executive Assistant Home Office
1/24/2024	Griffin's Carpet Mart, Inc	\$2,795.00	SAA: Repairs to Control Tower Subflooring, New Vinyl Flooring Installed and Exterior Door Repairs
1/24/2024	Johnson Controls, Inc.	\$4,033.34	SAA: Provide Installation of Control Wiring for New Air Flow Measuring Station in Terminal Building AC System
1/24/2024	Leedy Electric West	\$450.00	SAA: Repairs on Generac Generator on Terminal Building (Troubleshoot Low Coolant)
1/24/2024	Risk Management Associates Inc	\$23,445.00	FBO: Pollution Insurance Policy on Fuel Trucks, 3 Year Policy

# Invoices Paid in January 2024 Presented in February 2024 Board Meeting

Date	SAA/FBO - Paid Invoices	Amount	Description
1/24/2024 1/25/2024 1/30/2024 1/30/2024 1/30/2024 1/30/2024 1/30/2024	Summit Fire & Security, LLC TechHouse:Intergrated Bates Security dba Central Security & Elect., Inc Ascent Aviation Group American Assoc. of AirportExec Cintas The News Sun Norman J Gallivan Inc Southwood Garage Doors TechHouse:Intergrated	\$1,893.70 \$21,456.70 \$33,264.54 \$275.00 \$515.39 \$90.75 \$600.00	SAA: Runway Café Restaurant Fire Suppression Systems Test - Semi Annual SAA/FBO: Monthly Recurring Fees for Software; Setup Desktop with New User SAA: Deposit for Alarm System Upgrade at TurfCare Supply - Bldg. 907 FBO: 100LLAv_Gas at Sebring SAA: Annual Membership Dues SAA/FBO: Weekly Service for Air Care, Mats, Soap, GermX, FBO Uniforms SAA: Ad for Annual Meeting Notice Advertisement SAA: Provided Estimate of Value of Hangar Contents for 104 C4 Due to Eviction of Deersky SAA: Repairs & Realignment of Garage Door on Building 22 SAA: General IT Support; Display Settings, Total FBO Setup, Adobe Acrobat
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Total: \$175,639.71

# January 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/2/2024	SEVEN SEBRING RACEWAY HOT	\$311.07	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
1/4/2024	AMZN Mktp US TK14H88N0	\$65.96	SAA/FBO: Coffee Station Supplies
1/4/2024	WWW.SENTRYLINK.COM		SAA: Preemployment Background Check Accounting Coordinator
1/4/2024	APEX OFFICE PRODUCTS INC	\$24.99	SAA: Office Supplies - Laminating Pouches
1/5/2024	AMZN Mktp US TK61O1ZO1	\$158.78	FBO: New Computer Monitor
1/5/2024	COWPOKESS WATERING HOLE		SAA: Lunch Meeting with Deputy Director and Board Member
1/5/2024	SQ ZACKS BBQ	\$83.60	SAA: Luncheon for Staff - Employee Farwell
1/7/2024	WAWA 5370		FBO: Fuel Purchased for Courtesy Vehicle
1/7/2024	WAWA 5370		FBO: Fuel Purchased for Courtesy Vehicle
1/7/2024	AMAZON.COM TK5W32G41		SAA/FBO: PC Monitor/Ethernet Cords, Batteries for FBO Key Fobs
1/8/2024	PUBLIX #1547	\$25.99	FBO: Kitchen Supplies
1/8/2024	WING AERO PRODUCTS		FBO: Purchased Pilot Supplies - Purchased for Resale
1/8/2024	WAWA 5370	\$71.00	SAA: Fuel for Maintenance Truck
1/8/2024	W & W LMB LAKE PLACID	\$18.16	SAA: Repairs to Building 22 AeroMed Hangar
1/8/2024	AMERICAN ASSOCIATION O	\$275.00	SAA: Membership Dues American Association of Airport Executives
1/8/2024	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
1/9/2024	WAWA 5373		SAA: Fuel in Operations Vehicle
1/9/2024	BALSAM HILL US		SAA: Purchase of New Christmas Tree, Tree Base Collar, Ornaments
	ADOBE ACROPRO SUBS	\$215.91	SAA: Monthly Subscriptions for Software
1/10/2024	ALAN JAY FORD LINCOLN		FBO: Oil Change in Courtesy Vehicle
	HIVIS & SUMMIT SAFETY	\$742.20	FBO: Purchase of Uniform Shirts for Line Techs
1/10/2024	NAPA AUTO PARTS SEBRING	\$37.98	SAA: Anti-Freeze for 275KW Generator
1/11/2024	NAPA AUTO PARTS SEBRING	\$36.99	FBO: Fuel Filter for Jet Truck
1/11/2024	W & W LMB LAKE PLACID	\$12.95	SAA: Cover Plates for Electrical Outlets
	WM SUPERCENTER #666		FBO: Purchase of Water for Customers and Staff
1/12/2024	SEVEN SEBRING RACEWAY HOT	\$434.11	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)

# January 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/12/2024	ACCESSIBE.COM	\$980.00	SAA: ADA Web Accessibility
1/13/2024	AT&T 15567 ND06	\$218.81	SAA: Charging Station Executive Offices
1/13/2024	TRTAX&ACTGPROFESSIONAL	\$294.00	SAA: Monthly Subscription Fixed Asset Software
1/15/2024	NAPA AUTO PARTS SEBRING		FBO: Repairs - AvGas Truck Starter/Master Switch for Fuel Trucks
1/15/2024	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
1/16/2024	AMZN Mktp US R88O78M90	\$110.75	SAA/FBO: Purchased Beverage Dispensers/Stand for Coffee Station, Electronic Supplies: Mouse/Pad, Cord Protective Sleeving
1/16/2024	WAWA 5373		SAA: Fuel in Operations Vehicle
1/17/2024	DISH NETWORK-ONE TIME	\$138.08	FBO: Monthly Satellite Service for Pilot's Lounge - January 2024
1/17/2024	MYPILOTSTORE.COM	\$47.80	FBO: Purchase of Aircraft Glass Cleaner - Purchased for Resale
1/17/2024	WCI WASTE CONNECTIONS		SAA/FBO: Monthly Waste Collection - January 2024
1/18/2024	GAMMON TECHNICAL PRODUCTS		FBO: Fuel Paste & Prist Dryer Tube
1/18/2024	AMZN Mktp US R856Z17B0	\$4.31	SAA/FBO: Keyboard Purchased, Items Returned - Coffee Station Stand
1/18/2024	APEX OFFICE PRODUCTS INC	\$540.86	SAA: New Chair Mats, Copy Paper
1/18/2024	VERIZONWRLSS RTCCR VB	\$428.26	SAA/FBO: Monthly Mobile Service January 2024
1/19/2024	SEVEN SEBRING RACEWAY HOT	\$366.00	SAA: Rental - Joint Meeting of SAA Board & Spring Lake Improvement District (SLID) Board
1/19/2024	AMERICAN MESSAGING	\$32.12	SAA: Beeper Service
1/20/2024	VERIZONWRLSS RTCCR VB	\$1,042.06	SAA/FBO: Monthly Mobile Service - January 2024
1/22/2024	WAWA 5373		SAA: Fuel in Operations Vehicle
1/22/2024	WAWA 5370	\$69.00	SAA: Fuel for Maintenance Truck
1/22/2024	W & W LMB LAKE PLACID	\$31.99	SAA: Water Hose for Maintenance
1/22/2024	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
	AMZN Mktp US R87SQ82R1	\$120.96	FBO: Purchased Coffee Station Supplies
1/23/2024	SQ ZACK'S PIZZA & BBQ		SAA: Luncheon for Staff During Total FBO Software Training
1/24/2024	CIRCLE K 075 15		FBO: Fuel Purchased for Courtesy Vehicle
1/24/2024	DOLLAR GENERAL #24924	\$17.92	SAA: Kitchen Supplies

# January 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
1/24/2024	JERSEY MIKES ONLINE ORDE	\$92.20	SAA: Luncheon for Staff During Total FBO Software Training
1/25/2024	SUNPASS ACC126194927	\$12.92	SAA: Road Toll Paid
1/26/2024	AMZN Mktp US R07XI1P62	\$787.45	FBO: Uniforms for FBO Staff
1/26/2024	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
1/26/2024	WWW.TAX1099.COM	\$73.95	SAA: Online 1099 Processing
1/26/2024	AMZN Mktp US R00JP2RF0	\$17.96	SAA: PC Bluetooth Dongle, Handset Cord Detangler
1/27/2024	CIRCLE K 07515		FBO: Fuel Purchased for Courtesy Vehicle
1/27/2024	CIRCLE K 07515		FBO: Fuel Purchased for Courtesy Vehicle
1/27/2024	MARATHON PETRO72413	\$53.43	SAA: Fuel in Operations Vehicle Out-of-Town FAC Meeting Orlando
1/29/2024	SP SRQCOFFEE.COM	\$140.22	FBO: Purchased Coffee Station Supplies
1/30/2024	AMZN Mktp US R06CL3K11		FBO: Purchase of Uniform Tops for FBO Staff
1/30/2024	MARATHON PETRO232694		FBO: Fuel Purchased for Courtesy Vehicle
1/30/2024	NAPA AUTO PARTS 161		FBO: Repairs - Purchased Parts for Jet Trucks Repair
1/30/2024	CFX VES WEBSITE		SAA: Road Toll Paid
1/30/2024	WCI WASTE CONNECTIONS	\$764.76	SAA/FBO: Monthly Waste Collection - January 2024
1/31/2024	IN KANTOLA TRAINING SOLU		SAA: Online Annual Employee Harassment Training
2/1/2024	AMZN Mktp US R28F342Y0		FBO: Purchased Coffee Station Supplies
2/1/2024	WWW.TAX1099.COM	\$64.11	SAA: Online Submission IRS Form 1095B
2/1/2024	CHEVRON 0380275	\$74.00	SAA: Fuel for Maintenance Truck
2/1/2024	AMZN Mktp US R010L9YS1	\$117.11	SAA: LED Panels for Lights (Building 22-Tecnam)

Total Due: \$15,670.45

# Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 2/8/2024 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days		
ALLIED Universal Pro	otection Service, I	LC								
15312726	2/4/2024	3/5/2024	13,536.77	13,536.77	0.00	0.00	0.00	0.00	SAA: January 2024 Security Service	
	Vendor ALI	LIED Totals:	13,536.77	13,536.77	0.00	0.00	0.00	0.00		
AMERELI Michael By	rd									
02.07.24	2/7/2024	2/17/2024	550.00	550.00	0.00	0.00	0.00	0.00	SAA: Stripped & Waxed Wood Floors at Runway Cafe. Including Stripper, Sealer, Wax	
	Vendor AMEI	RELI Totals:	550.00	550.00	0.00	0.00	0.00	0.00	,,,,	
ATKINS Atkins North	America, Inc.									
2011011-OC	1/31/2024	3/1/2024	11,512.50	11,512.50	0.00	0.00	0.00	0.00	SAA: January 2024 General On-Call Services	
2011011-ADI	1/31/2024	3/1/2024	1,213.75	1,213.75	0.00	0.00	0.00	0.00	SAA: January 2024 Airfield Drainage Improvements - Grant Reimbursed	
2011011-BR	1/31/2024	3/1/2024	1,550.00	1,550.00	0.00	0.00	0.00	0.00	SAA: January 2024 Bldg. 22 Re-Roof	
2011011-FDG	1/31/2024	3/1/2024	10,003.75	10,003.75	0.00	0.00	0.00	0.00	SAA: January 2024 FAA DBE Goals	
	Vendor ATI	KINS Totals:	24,280.00	24,280.00	0.00	0.00	0.00	0.00		
BIOTECH Bio-Tech Co	onsulting Inc.									
178202	1/30/2024	2/29/2024	3,477.50	3,477.50	0.00	0.00	0.00	0.00	SAA: Bi-Monthly Waterway Weed Control	
	Vendor BIOT	ECH Totals:	3,477.50	3,477.50	0.00	0.00	0.00	0.00		
BRYANT Bryant Mille	r Olive P.A.									
82642	1/31/2024	3/1/2024	13,548.59	13,548.59	0.00	0.00	0.00	0.00	SAA: January 2024 Legal Services Re: Neighboring Water Drainage	
	Vendor BRY	ANT Totals:	13,548.59	13,548.59	0.00	0.00	0.00	0.00	and the second s	

Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 2/8/2024 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CINTAS Cintas									
4180557725	1/17/2024	2/16/2024	371.83	371.83	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svc; Mats, Air Fresheners, Soap/GermX, and Uniforms
4181902997	1/31/2024	3/1/2024	207.68	207.68	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners and Uniforms
4182709423	2/7/2024	3/8/2024	456.45	456.45	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svc; Mats, Air Fresheners, Soap/GermX, and Uniforms
	Vendor CIN	TAS Totals:	1,035.96	1,035.96	0.00	0.00	0.00	0.00	
DBT DBT Transportat	ion Services								
2553008	1/31/2024	3/1/2024	6,396.00	6,396.00	0.00	0.00	0.00	0.00	SAA: Total Annual Service - NADIN - AWOS
	Vendor l	DBT Totals:	6,396.00	6,396.00	0.00	0.00	0.00	0.00	
DIANARI Diana Ries I	Designs, Inc.								
14439	1/31/2024	3/1/2024	1,754.11	1,754.11	0.00	0.00	0.00	0.00	SAA: January 2024 Website Updates
	Vendor DIAN	ARI Totals:	1,754.11	1,754.11	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn S	ervice								
2357 FEB2024	2/1/2024	3/2/2024	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: February 2024 Lawn & Landscape Care
	Vendor JA	CKS Totals:	8,325.00	8,325.00	0.00	0.00	0.00	0.00	
NEWSUN The News St	un								<i>≠</i>
300244839	1/31/2024	2/19/2024	525.00	525.00	0.00	0.00	0.00	0.00	SAA: Advertisement- Lake Placid Chamber Guide 2024
	Vendor NEWS	SUN Totals:	525.00	525.00	0.00	0.00	0.00	0.00	

# Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 2/8/2024 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
PORTS Ports Publishin	ıg, LLC.								
24008098	1/24/2024	2/29/2024	350.00	350.00	0.00	0.00	0.00	0.00	SAA: 2024 Ft. Lauderdale Airports & Freight Guide; Advertisement & Books
	Vendor PO	RTS Totals:	350.00	350.00	0.00	0.00	0.00	0.00	TATALISONIAN & DOOKS
SHUTTS Shutts & Bow	ven, LLP								
1860409	1/31/2024	3/1/2024	4,567.50	4,567.50	0.00	0.00	0.00	0.00	SAA: Jan2024 Legal Svcs; E-Stone Creditor's Rights
	Vendor SHU	TTS Totals:	4,567.50	4,567.50	0.00	0.00	0.00	0.00	
SWAINE Swaine, Harr	is & Wohl, P.A.								
12976	1/31/2024	3/1/2024	1,632.00	1,632.00	0.00	0.00	0.00	0.00	SAA: January 2024 General On Call Svcs
12977	1/31/2024	3/1/2024	455.00	455.00	0.00	0.00	0.00	0.00	SAA: January 2024 Legal Svcs; E-Stone
12978	1/31/2024	3/1/2024	3,044.00	3,044.00	0.00	0.00	0.00	0.00	SAA: January 2024 Legal Svcs; Neighboring Water Drainage
	Vendor SWA	INE Totals:	5,131.00	5,131.00	0.00	0.00	0.00	0.00	
TECHHOU TechHouse	:Intergrated								
S2403A-220-SEBRI	2/1/2024	2/8/2024	4,002.00	4,002.00	0.00	0.00	0.00	0.00	SAA/FBO: Annual Subscriptions-Microsoft Products
	Vendor TECHE	IOU Totals:	4,002.00	4,002.00	0.00	0.00	0.00	0.00	,
	Re	port Totals:	87,479.43	87,479.43	0.00	0.00	0.00	0.00	

Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 2/8/2024 Sebring Airport Authority (FBO)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Avia	ation Group								
995815	1/25/2024	2/14/2024	25,905.28	25,905.28	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at KSEF
995940	1/29/2024	3/14/2024	24,309.37	24,309.37	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
995947	1/31/2024	3/16/2024	26,436.33	26,436.33	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
995950	2/1/2024	3/17/2024	26,419.77	26,419.77	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
995955	2/2/2024	3/18/2024	26,462.87	26,462.87	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
995964	2/4/2024	3/20/2024	26,423.08	26,423.08	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
995967	2/1/2024	3/21/2024	26,449.62	26,449.62	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
995995	1/31/2024	3/1/2024	23,024.95	23,024.95	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
997563	2/3/2024	2/23/2024	25,276.77	25,276.77	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at KSEF
M301710	1/17/2024	2/6/2024	37.56	37.56	0.00	0.00	0.00	0.00	FBO: WingPoints (Fuel Rewards Program) Issued through 1.17.24
M301807	1/23/2024	2/12/2024	1,712.50	1,712.50	0.00	0.00	0.00	0.00	FBO: Freight Charge to Deliver Loaner Truck
M302637	2/1/2024	2/11/2024	46.00	46.00	0.00	0.00	0.00	0.00	FBO: Credit Card System w/Pin Pad
S045849	2/1/2024	2/21/2024	297.50	297.50	0.00	0.00	0.00	0.00	FBO: Total FBO Software
	Vendor ASC	ENT Totals:	232,801.60	232,801.60	0.00	0.00	0.00	0.00	
SAA Sebring Airport	Authority								
NOVEMBER 2023	11/30/2023	11/30/2023	30,324.28	0.00	0.00	30,324.28	0.00	0.00	FBO: November Expenses Due to SAA
	Vendor	SAA Totals:	30,324.28	0.00	0.00	30,324.28	0.00	0.00	•
	Re	port Totals:	263,125.88	232,801.60	0.00	30,324.28	0.00	0.00	

# Sebring Airport Authority Agenda Item Summary

Meeting Date:	February 15, 2024						
Presenter:	Mike Willingham						
Agenda Item:	FLG Teardowns, LLC - Lease						
Background: expired. FLG has	FLG Teardowns, LLC lease for B expressed the desire to stay at SE	oldg. 60 and adjacent apron has F.					
The following is the	breakdown of the agreed propose	ed lease:					
Term: Rent: Renewal Options:	Bldg 60  1 year  \$77,625 (previous \$66,000)  Four additional 1-year terms  1st and 2nd Option – CPI  3rd and 4th Option – Mutually Agreed	Apron  1 year  \$5000 (previous \$5000)  Four additional 1-year terms  1st and 2nd option — No Increase  3rd and 4th option — Mutually Agreed					
Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute lease agreement.							
Board Action:							
Approved X  Denied  Tabled							

#### SEBRING AIRPORT AUTHORITY COMMERCIAL LEASE FLG TEARDOWNS, LLC

THIS LEASE AGREEMENT is made and entered into this 15th day of + bruary, 2024, by and between the SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (herein called "LANDLORD") and FLG TEARDOWNS, LLC a Florida profit corporation (herein called "TENANT").

#### WITNESSETH:

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

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

WHEREAS, TENANT wishes to lease said property from LANDLORD,

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

- TERM. The term of this Lease Agreement shall be for one (1) year(s) commencing on March 1, 2024, and ending on February 28, 2025, unless extended or sooner terminated as herein provided.
- **PROPERTY.** The property subject to this Agreement is the building and apron space located at 150 Beech Lane, Sebring, FL 33870 (Building 60) at the Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").
- USE. The Premises are to be used by TENANT for the purpose of commercial aviation uses. TENANT will make no unlawful, improper, or offensive use of the Premises.
- RENT. TENANT agrees to pay annual rent of \$77,625.00 for the building and \$5,000.00 for apron space together with a 5% fire/security charge and any sales or use taxes thereon, in advance, in monthly payments on or before the first day of each month. TENANT has paid to LANDLORD a security deposit in the amount of \$6,468.75 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$50.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.
- LATE PAYMENTS. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
- WORTHLESS PAYMENTS. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.
- EMERGENCY CONTACT. TENANT shall provide LANDLORD with the name and telephone 7. number of a contact person who shall be on call at all times to respond in case of any emergency.
- **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for four (4) additional terms of one (1) year, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease and the rent, for the first and second year renewal only, shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 5%, whichever is greater, to establish the rent for the first and second year renewals, which shall be paid together with a 5% fire/security charge and any sales or use taxes therein, in advance, in monthly payments on or before the first day of each month. Base annual rent for apron space shall not be adjusted upward for the first and second year renewal options. Annual rent for the third and fourth one (1) year renewals will be assessed upon mutual agreement of the parties for the Premises. At no

time will the rent decrease. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

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.

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

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

**PROPERTY COVERAGE.** TENANT is responsible for the cost of providing Property Coverage insurance for the Property, insuring the 100% replacement cost. LANDLORD currently has the Property insured on LANDLORD's policy. TENANT shall make monthly deposits with LANDLORD, in a noninterest bearing account, of a sum equal to one-twelfth of the insurance charge applicable to the Property. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should the charges not be paid by TENANT, they shall be considered additional rent and failure to pay said taxes shall be considered a default hereunder. TENANT is responsible for insuring any of TENANT's contents and personal property on the Premises.

ADDITIONAL INSURANCE. If checked below, LANDLORD requires the following additional types of insurance.

- Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.
- ☐ Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.
- ☐ Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- **ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, 12. without the written consent of LANDLORD, which consent will not be unreasonably withheld.
- REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.
- ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

- ALTERATIONS. TENANT shall make no material additions or alterations in or to the Premises 15. 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.
- NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien 16. 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.
- PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. LANDLORD shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.
- **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.
- NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
- 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;
- That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- 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.

MAINTENANCE AND REPAIRS. TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any

repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

- COMMON AREA MAINTENANCE. There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.
- **EXCLUSIVE USE.** This Agreement shall in no way convey the exclusive use of any part of the 22. Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.
- 23. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.
- 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:

Manager/Member FLG TEARDOWNS, LLC c/o Michael Elkaim 2701 SW 145th Avenue Suite 200 Miramar, FL 33027

**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.

- 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.
- **SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.
- 27. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.
- **LEASE RESTRICTIONS**. TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations, the Revised Code for Industrial Wastes and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. Copies of these documents are posted on LANDLORD's website and the full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.
- 29. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD. which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.
- **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.

- 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.
- **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).
- RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, 33. 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.
- **AIRPORT PROTECTION.** The following shall be conditions of this lease: 34.
- 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.
- 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.
- TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
- 35. STATE AND FEDERAL GOVERNMENT. The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.
- ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic 36. 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.

- 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.
- 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.
- **DEFAULT.** The occurrence of one or more of the following shall be an event of default by 39. TENANT:
- A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;
- 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;
- Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any C. guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;
  - An assignment of TENANT's property for the benefit of creditors;
- E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;
- TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;
  - TENANT defaults under any other lease or agreement with LANDLORD.
- 40. LANDLORD'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:
- Remove any of TENANT's personal property from the Premises and store the same A. elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;
- Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;
- Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;
- Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;
- Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;
  - F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments

then or thereafter becoming due;

- Exercise any combination of the above or any other remedy provided by law.
- 41. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.
- 42. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.
- TAXES. Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.
- UTILITIES AND SERVICES. LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.
- 45. SUITABILITY OF PREMISES. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.
- **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.
- PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause 47. required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.
- 48. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.
- **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.
- 50. **TIME**. Time is of the essence of this agreement.
- 51. 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.

[Signatures on following pages]

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

	AUTHORITY, a body politic and corporate of the State of Florida
Printed Name: Beverly K. Glarner	By:  Mark Aldrews, as its Chair or  Peter H. McDevitt, as its Vice Chair
Printed Name: Jawi O live	Attest:  Stanley H. Wells, as its Secretary or  D. Craig Johnson, as its Asst. Secretary  SEAL
WITNESSES:	(Corporate Seal)  TENANT: FLG TEARDOWNS, LLC a Florida profit corporation
Printed Name:	By: Michael Elkaim, President (Corporate Seal)
Printed Name:	

LANDLORD: SEBRING AIRPORT

Exhibit Attached:

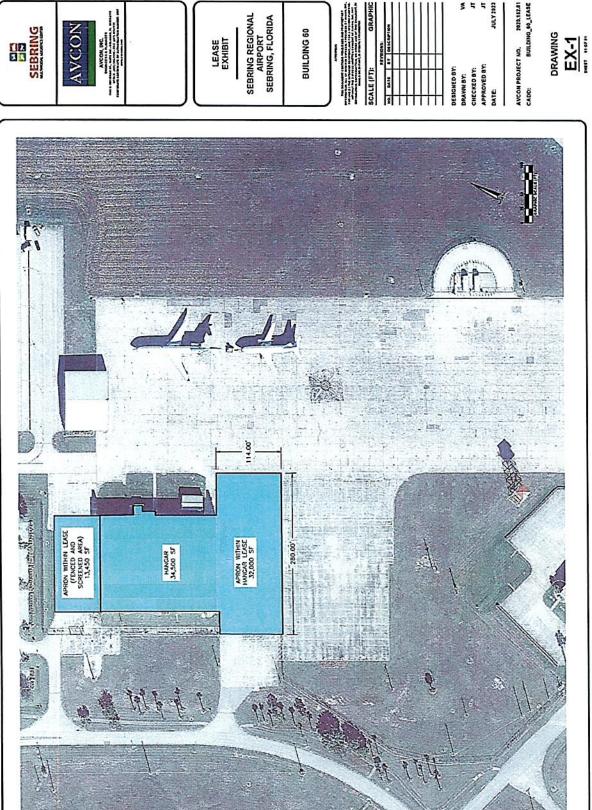
A. Map/Real Property Description

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

WITNESSES:	a body politic and corporate of the State of Florida
Printed Name:	By:  Mike Willingham, Executive Director  Andrew Bennett, Deputy Director  Colleen Plonsky, Director of Finance
Printed Name:	
WITNESSES	TENANT: FLG TEARDOWNS, LLC a Florida profit corporation
Printed Name: Andrea Graring	Michael Elkaim, President (Corporate Seal)
Printed Name: Carok ElKain	

Exhibit Attached:

A. Map/Real Property Description



# Sebring Airport Authority Agenda Item Summary

Meeting Date:	February 15, 2024			
Presenter:	Mike Willingham			
Agenda Item:	Stormwater Drainage Improvements - Airfield Storm Sewer Rehabilitation - EDA Investment No 04-01-07824 Award and Contract			
Background: Staff advertised RFP #23-09 for the Stormwater Drainage Improvements Project, five (5) bids were received and evaluated by AtkinsRelis. All bids conformed to the RFP requirements. It was determined that Quality Enterprises USA, Inc was the most responsive, responsible lower bidder.				
Requested Motion: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the amount of \$2,125,623.00 (Two Million One Hundred Twenty-Five Thousand Six Hundred Twenty-Three Dollars and Zero Cents).				
Board Action:				
Approved X  Denied  Tabled				



December 8, 2023

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

RE: Sebring Airport Stormwater Drainage Improvements

**EDA Investment No. 04-01-07824** 

Bid No. 23-09

**Bid Award Recommendation** 

Dear Mr. Willingham,

On December 5, 2023, the Sebring Airport Authority received five (5) bids for the construction of the referenced project. The names and total fee for the contractors, along with the Engineer's Estimate are as follows:

	Clyde Johnson	Cobb Site Development	Dickerson Infrastructure	Engineer's Opinion
Total Bid Price	\$ 2,785,664.38	\$ 2,444,734.04	\$ 2,242,226.00	\$ 1,951,154.47
Bid Ranking	4	3	2	

	IPC Paving	Quality Enterprises	Engineer's Opinion
Total Bid Price	\$ 3,125,563.50	\$ 2,125,623.00	\$ 1,951,154.47
Bid Ranking	5	1	

A detailed tabulation of the costs is enclosed.

Quality Enterprises USA, Inc. submitted the lowest responsive bid in the amount of \$2,125,623.00. The lowest, qualified bid is approximately 9% higher than the engineer's \$1,195,154.47 comparable opinion of probable cost. Based on the review of the bid summary and bidder's submittal packages, including relevant experience/credentials in constructing facilities of a similar scope and magnitude, it is the engineer's recommendation to award the contract to Quality Enterprises USA, Inc.

Sincerely,

Kevin McCauley, PE Atkins Project Manager

c.c. Beverly Glarner

482 South Keller Road, Suite 300, Orlando, Florida 32810 Tel: 407.647.7275

#### CONTRACT

#### WITNESSETH:

WHEREAS, the Owner has a project entitled STORMWATER DRAINAGE IMPROVEMENTS, and solicited bids pursuant to ITB #23-09. Contractor is qualified to perform said construction (the "Project"); and

WHEREAS, the Contractor has submitted the lowest responsible and responsive bid for the Project at <u>Sebring Regional Airport</u> and the Owner has awarded the Project to the Contractor; and

NOW, THEREFORE, in consideration of the sum of \$2,125,623.00 (Two Million One Hundred Twenty-Five Thousand Six Hundred Twenty-Three Dollars and Zero Cents) the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

- 1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Plans, Technical Specifications, Contractor's Proposal Form, and other Contract documents (Proposal documents, Legal Provisions, and Special Provisions), on file at the Office of the Executive Director, Sebring Airport Authority, Sebring Regional Airport, 128 Authority Lane, Sebring, Florida 33870, which are duly approved by the Owner and which said Plans, Specifications and other Contract documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.
- The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless the Owner and the City of Sebring, Florida and all its officers and agents against and from all suits and costs of every kind and description, and from all damages to which the said Owner and the City of Sebring, Florida or any of their officers, agents or servants may be put, by reason of injury or death to persons or injury to property of other resulting from the performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work, or through any act of omission on the part of the Contractor, or his or her agent or agents, employees or servants.
- 3. The Owner shall pay to Contractor \$2,125,623.00 (Two Million One Hundred Twenty-Five Thousand Six Hundred Twenty-Three Dollars and Zero Cents) as the total price for the Project, including all direct expenses and expenses of subconsultants and subcontractors. On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion of the Project completed up to the last day of the previous month, less the aggregate of previous payments. Owner's Executive Director, or

his designee, and engineer must approve each payment request. Each payment application shall also:

- A. detail an explanation of Project services completed by Contractor and its subconsultants and subcontractors requesting payment; and
- B. include a certification that the amount of the invoice is accurate in relation to the Project services performed under any subcontractor contract.
- C. signed progress or final lien release as appropriate.

Prior to payment, invoices received from the Contractor pursuant to his Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the contract. The Owner shall pay Contractor on a monthly invoiced basis for the percentage of the work completed in each monthly reporting period. Upon Contractor's application for payment, the Executive Director, or his designee, will make inspection and if he finds the Project services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

- 4. Payments on accounts will be made as provided for in the Contract Documents.
- 5. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof.
- 6. The Owner may unilaterally cancel this Contract and the goods and services thereunder in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract.
- Any unit of provision of goods and services must be approved in writing by the Owner or its agent prior to payment.
- 8. The Contract documents provide the criteria and the final date for completion of the Project.
- 9. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.
- 10. The Contractor shall provide payment and performance bonds (the "Bonds") to the Owner meeting the requirements of §255.05, Florida Statutes, in the sum of\$2,125,623.00 (Two Million One Hundred Twenty-Five Thousand Six Hundred Twenty-Three Dollars and Zero Cents) and shall cause the Bonds to be recorded with the Notice of Commencement in the Public Records of Highlands County, Florida.
- 11. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, the State of Florida or City of Sebring, Florida.
- 12. The Owner will use its best efforts to obtain the approval of the State of Florida and the FAA to this contract. If the Owner determinates that the same requires modifications in order to qualify for funding for the Project, the Contractor shall consent, or the Owner shall have the right to terminate the Contract.

- 13. The Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractors shall require all of its subcontractors to comply with the provisions of this paragraph.
  - Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its subcontractors to comply with the provisions of this paragraph.
- 14. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
- 15. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its subcontractor agreements relating to the services to be performed hereunder.
- 16. Contractor for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) in the furnishing of services to Owner hereunder, no person on the grounds of race, color, national origin, sex, age, disability, religion, or familial status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) Contractor shall comply 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, Title VII, and Title VIII of the Civil Rights Act of 1964, as said Regulations may be amended. Should Contractor authorize another person, with Owner's prior written consent, to provide services to Owner hereunder, Contractor shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he or she is authorized to provide, undertake for such person the obligations contained in this section. Contractor shall furnish an original agreement to Owner.

Contractor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Owner of the United States of America and the State of Florida Department of Transportation to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Contractor is in the exclusive possession of another who ails or refused to furnish this information, Contractor shall so certify to Owner and the United States or the State of Florida, Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information. Contractor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of the Contract. In the event of breach of any of the above nondiscrimination covenants, Owner shall have the right to impose such contract sanctions as it or the United States or State of Florida Department of Transportation or other applicable government entity may determine to be appropriate, including withholding payments to Contractor under this Contract or canceling, terminating, or suspending this Contract in whole or in part. The rights granted to Owner by the foregoing sentence 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.

Further, Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex, age, disability, religion, or familial status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Such activities shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services of any program or activity covered by this subpart. Contractor assures that it shall not discriminate on the grounds of race, color, national origin, sex, age, disability, religion, or familial status in the selection or retention of subcontractors. Contractor assures that it will require that its covered subcontractors provide assurances to Contractor that they similarly require assurances from their subcontractors, as required by CFR Part 152, Subpart E, to the same effect.

Owner may, from time to time, adopt additional or amended and nondiscrimination provides concerning the furnishing of services to the Airport, and Contractor agrees that it will adopt any such requirements as a part of this Contract.

17. <u>Policy</u>. It is the policy of the Owner and the United States or State of Florida Department of Transportation that disadvantaged business enterprises, as defined in the Owner's Disadvantaged Business Enterprises ("DBE") Participation Policy for services as defined in 49 CFR Part 26 shall have equal opportunity to participate in the performance of services contracts awarded by the Owner, including, but not limited to, contracts financed in whole or in part with federal or State funds under this Contract. Consequently, the requirements of the Owner's DBE Participation Policy apply to this Contract.

Contract Assurance. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Prompt Payment. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fourteen (14) days from the receipt of each payment the prime contractor receives from the Sebring Airport Authority. Payments not made to subcontractors within fourteen (14) days of the prime contractor's receipt of payment shall bear interest at the rate of ten percent (10%) per annum, computed beginning on the 14<sup>th</sup> day after payment is due. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sebring Airport Authority. The right to receive interest on a payment under this section is not an exclusive remedy, and this section does not modify any remedies available to any person under the terms of a contract or under any other statute. Sebring Airport Authority shall have the right to terminate the services of any obligor who fails to make prompt payment to any obligee. This clause applies to both DBE and non-DBE subcontractors.

<u>DBE Obligation</u>. The Contractor agrees to ensure that DBE/MWBE firms shall have the maximum opportunity to participate in the performance of contracts for subcontractor services, including, but not limited to, those projects financed in whole or in part with federal or state funds provided under this Contract. In this regard, the Contractor and all subcontractors shall take all necessary and reasonable steps in accordance with the Owner's DBE/MWBE Participation Policies to ensure that DBE/MWBE firms have the maximum opportunity to compete for and perform contracts. The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the award and performance of Owner contracts.

- 18. Government Agencies which are not Parties. Neither the Federal Aviation Administration nor the Florida Department of Transportation has nor will they incur any obligations to Contractor under this Contract.
- 19. <u>Headings</u>. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
- 20. <u>Entire Agreement</u>. This Contract, including all Contract documents, constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- 21. <u>Amendment.</u> This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of Florida Department of Transportation need not be approved by them.

- 22. <u>Validity: Enforcement</u>. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect. This contract will be governed by and construed in accordance with the laws of the state of Florida and shall be enforced only in the Tenth Judicial Circuit, in and for Highlands County, Florida.
- 23. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a Contractor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide services for a public entity, may not be awarded a Contract and may not transact business with a public entity for services, the value of which exceeds \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering this Contract.
- Contract Work Hours and Safety Standards Act Requirements. The Contractor will comply 24. with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Appropriate clauses can be found in AC 150/5100-6, Appendix 2.
- 25. <u>Copeland "Anti Kickback" Act Requirements</u>. The Contractor will comply with the Copeland "Anti Kickback" Act (18 U.S.C. 374) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repair of public work to give up any part of their compensation. The Owner must report all suspected or reported violations to the FAA. The appropriate provision can be found in AC 150/5100 6, Appendix 6.
- 26. <u>Breach of Contract Terms Sanctions</u>. Any violation or breach of the terms of this Contract on the part of the Contractor or subcontractor may result in the suspension or termination of this Contract or such other action, which may be necessary to enforce the rights of the parties of this agreement.
- 27. <u>Trade Restriction Clauses</u>. The Contractor or Subcontractor, by submission of an offer and/or execution of a Contract, certifies that it:

J. 100 1 1 1

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- has not knowingly earned into any contract or subcontract for this project with a
  person that is a citizen or national or a foreign country on said list, or is owned or
  controlled directly or indirectly by one or more citizens or nationals of a foreign
  country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or services of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. This knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, factitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### 28. Termination of Contract

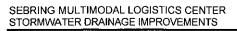
- a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to the Owner.
- b) If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Sponsor thereby.
- d) 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 the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 29. <u>Suspension and Debarment Requirements</u>. The Contractor certifies, by submission of this proposal or acceptance of this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transaction, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.
- 30. <u>Veteran's Preference</u>. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam-era and disabled veterans. However, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

Print Name MARCIE Cohen

IN WITNESS WHEREOF, the Owner and Contractor hereto have executed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

11

Signed, Sealed & Delivered in the Presence of:	Sebring Airport Authority
Witness: Print Name Jami Olive  Witness: Print Name Witness: Print	By:  Mark Andrews, as its Chair or  Peter H. McDevitt, as its Vice Chair  Attest:  Stanley H. Wells, as its Secretary or  D. Craig Johnson, as its Asst. Secretary
As to Contractor	Quality Enterprises USA, Inc., a foreign profit corporation
Witness: X. MAQW Print Name Lina Upham	By: Louis J Gaudio, as its Vice President
Witness: Maria Coh	



CONTRACT

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## Sebring Airport Authority Agenda Item Summary

Meeting Date:	February 15, 2024
Presenter:	Mike Willingham
Agenda Item:	Hurricane IAN Multi Bldg Repairs – Clyde Johnson Contracting and Roofing – Change Order (CO) #1
Background: Contracting and Ro CO #1 to that contra	July 2023 the Board executed contract with Clyde Johnson of fing for the above-mentioned project. Following is a breakdown of act.
	Bldg. 60 from scope of work ew eave purlins (440 linear feet) to Bldg. 735
This CO results in a	a reduction to the contract of \$8,878.40.
	: Move to approve and authorize the Chairman or Vice Chairman ssistant Secretary to execute CO.
<b>Board Action:</b>	
Approved X	
Denied	
Tabled	



#### SEBRING AIRPORT AUTHORITY

128 Authority Lane Sebring, Florida 33870

**CHANGE ORDER** 

PHILIPPACE TO THE SECURE AND ADDRESS OF THE PROPERTY OF THE PR

CHANGE ORDER#	01	AMOUNT \$	9,321.60	Extension of Time	e (Subst.):	45	Days
CHANGE ONDER	01	ANIOUNT \$	9,321.00	Extension of Time	(Final):	45	Days
PROJECT:	Sebring Airp	ort Hurricane I	an Repairs		DATE:	1/31/202	23
CONTRACTOR:	Clyde Johns	on Contracting	& Roofing				
A/E:	AVCON						
DESCRIPTION OF CH	HANGE TO CO	ONTRACT:					
Building 735 Add a total of 440 L Material - \$4,878.00 Labor - \$2,890.00 Sub-Total - \$7,768.0 Mark-up 20% - \$1,5 Total - \$9,321.60  Building 60 Delete all scope of v Credit Total - (\$18)	) 00 53.60 vith associate						
Existing eave purli additional 45 days 60 Repairs is being	ns have been is due to mate done from p	erial leed time	of 35 days and an	l to support the installation time	new roof.	. An ays. Build	ling
Is above change within	n the intended	scope of the o	riginal contract? Y	es ⊠ No 🗌			
(b) Previous	Contract Amou Approved CO Contract Amou	or Amendmen	\$ t \$	830,000.00 0.00 Credit	S	/0.0	70.40
The state of the s	tract Amount (		Research States of the second	Cledit	\$		78.40) <b>121.60</b>
Clyde Johnson Co Roofing	ntracting &	AVCON  Jack E. Thompso	Jack E. Thompson, Jr. 2024.02.09 13:17:21-05'00'	Sebring Air	port Aut		.21.00
Date: 2/9/24		Date: 2/9	9/2024	D. Michael Date: 2-1			

# Sebring Airport Authority Agenda Item Summary

Meeting Date:	February 15, 2024
Presenter:	Mike Willingham
Agenda Item:	Interlocal Agreement – Highlands County BOCC – Webster Turn Project
•	Highlands County BOCC has received a FDOT Grants to assist or Turn Project. This Interlocal Agreement (ILA) is the vehicle which will flow to the SAA from the Highlands County BOCC to pay for
-	n: Move to approve and authorize the Chairman or Vice Chairman ssistant Secretary to execute ILA.
<b>Board Action:</b>	
Approved X  Denied  Tabled	

#### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and executed by and between Highlands County, Florida a political subdivision of the State of Florida (the "County") and the Sebring Airport Authority, a public body corporate and politic created and existing pursuant to Chapter 67-2070, Laws of Florida as amended (the "Authority")

WHEREAS, the County and the Authority wish to cooperate in the reconstruction and rehabilitation of Webster Turn Drive, a County maintained roadway located within the Sebring Regional Airport and Industrial Park (the "Project"); and

WHEREAS, the County applied to the Florida Department of Transportation ("FDOT") in an attempt to secure funding for the Project; and; and

WHEREAS, the County was awarded a grant to fund a portion of the Project and FDOT and the County will be entering into a grant agreement related to the same; and

WHEREAS, the County and the Authority will each need to contribute to the total cost of the Project in order for the Project to be fully funded; and

WHEREAS, the County and the Authority are public agencies authorized to enter into this Agreement pursuant to Chapter 163, Part I, Florida Statutes,

NOW, THEREFORE, in consideration of the mutual covenants, obligations, duties and benefits set forth herein, the parties hereto agree as follows:

- The above recitals and true and correct and are incorporated herein by reference.
- The purpose of this Interlocal Agreement is to enable the Authority and the County to cooperate with each other, pursuant to Section 163.01 et seq., Florida Statutes, related to funding the Project.
- The Authority will follow all required procurement procedures including any and all such procedures mandated by FDOT by virtue of the grant funding being provided by FDOT

for the Project, will enter into all necessary contracts for the design and construction of the Project and will ensure that any and all such contractors and consultants performing work on the Project indemnify, defend and hold the County harmless to the fullest extent permitted. It is agreed that other than any oversight requirements set forth in the FDOT grant agreement, the County shall have no obligation to oversee or manage the Project or enter into any contracts for completion of the Project. The Authority shall provide the County with copies of any and all contracts related to completion of the Project upon full execution of the same.

- 4. The County has budgeted and hereby agrees to provide funding in the amount of \$186,000.00 (the "County Funds") toward the cost of the Project, to be used initially for the design, engineering, plan set and bidding phase of the Project (the "Planning Phase"). It is agreed that any remaining County Funds will go toward construction of the improvements to Webster Turn Drive.
- 5. It is anticipated that the FDOT grant funding for the Project will be in the amount of \$495,308.00; however, the parties acknowledge that it is possible that a lesser amount may be awarded (the "FDOT Funds"). The County shall take the necessary steps to accept the FDOT Grant, execute the grant agreement and otherwise comply with the terms of the grant agreement, the purpose of which shall be to partially fund the Project. In the event it is required by FDOT, the Authority will join as a party to the grant agreement.
- 6. The Authority agrees to provide the balance of the funds needed to complete the Project beyond the County Funds and the FDOT Funds.
- 7. The Authority will submit copies of all bills received for the Planning Phase and construction of the Project to the County for payment until such time as the County Funds and the FDOT Funds have been depleted. The Authority agrees to provide any additional documentation necessary for the County, in its sole discretion, to verify the completion of the work for payment

of the invoice. Upon receipt of all necessary documentation, the County will promptly pay the invoices in its normal course of paying bills.

- 8. To the extent not prohibited by applicable law, each party hereby releases and agrees to indemnify and hold the other party and their officers, employees and agents harmless from any and all claim for damages, costs, third party claims, judgments and expense that may arise out of or be occasioned by any negligent act or omission of that party. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
- 9. All documents, papers, letters and other material made or received in conjunction with this Agreement shall be made available for public access pursuant to the provisions of Chapter 119, Florida Statutes.
- 10. The Authority shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The Authority shall retain all records supporting costs for three (3) years after the fiscal year in which the final payment was released by the County, 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.
- 11. This Agreement shall become effective upon execution by the Authority and the County and shall remain in effect until terminated by either party at the end of any fiscal year.
  Written notice of termination to the other party must be given by January 1 prior to the termination.
- 12. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by each of the parties hereto.

- Nothing in this Agreement shall be construed to benefit any person or entity now a
  party to the Agreement.
- 14. The Authority recognizes that employment of unauthorized aliens is a violation of Florida and Federal Law and will include the following provision in every agreement which it enters into for work on the Project:

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the AUTHORITY without regard to any notice otherwise required herein. In the event the AUTHORITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the AUTHORITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website; http://www.dhs.gov/E-Verify.

- 15. This Interlocal Agreement shall become effective upon execution by the Authority and the County.
- 16. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Interlocal Agreement.
- This Interlocal Agreement is binding upon the parties, their successors, and their assigns.
- 18. This Agreement is to be executed in multiple copies, each of which shall be construed as an original.

19. The Authority shall record this Agreement as required by Florida Statutes, Section 163.01, immediately following the execution by all of the parties and thereafter provide a copy evidencing recordation to the County.

IN WITNESS WHEREOF, this Interlocal Agreement is hereby effective on the date signed by the last party hereto.



BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

By: Chris Campbell, Chair

Attest:

Two Witnesses as to the Authority:

SEBRING AIRPORT AUTHORITY

Carl Cool, as its Chair or

Mark Andrews, as its Chair

Attest:

Stanley Wells, as its Secretary



#### **RESOLUTION SAA 24-01**

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT \$24-01 TO THE 2023-2024 BUDGET.

WHEREAS, The Sebring Airport Authority is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses, and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

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

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

**SECTION 1.** The Sebring Airport Authority hereby approves the 2023-2024 Budget Amendment S24-01 as presented.

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

PASSED AND ADOPTED this 15th day of February 2024.

SEBRING AIRPORT AUTHORITY

Mike Willingham, Ex. Director

		EFFEC	SEBRING AIRPO BUDGET AMEND TIVE ACCOUNTING I	SEBRING AIRPORT AUTHORITY BUDGET AMENDMENT# S24.01 EFFECTIVE ACCOUNTING PERIOD: DECEMBER 2023	2023		
2/15/2024						SUBMITTED BY: SIGNED BY:	Colleen Plonsky  Alleed Asroh
REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
SAA	331-630-122	FED REV FEMA SUBAWARD CAT G IAN		\$ 00:009	•	\$ 600.00	∢
SAA	334-610-122	STATE REV FEMA SUBAWARD CAT G IAN			\$ (300.00)	\$ (300.00)	(300.00) ADJUST STATE REVENUE
Total Revenue Increase/Decrease	se/Decrease		· ·	\$ 600.00	(300.00)	\$ 300.00	
COST CENTER (expenses)	xpenses)						
- - - -	(						-
l otal Expenses Increase/Decrease	se/Decrease		·				
Capital Expenditures Adjustments							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$313,087.00 \$	900.00		\$313,987.00	
REQUEST #:	S24-01			BOARD APPROVAL:			
TRANSFER TYPE:		□ ITEM TO ITEM × OPERATING RESERVE × BY RESOLUTION # SAA 24-01	1	Executive Director			
			1				

# Executive Director's REPORT





- Sebring Airport Updates
- Girls In Aviation Day:
   Feb. 24- Update
- Sebring International Raceway News
- Sun 'n Fun 2024





#### **SEBRING AIRPORT UPDATES**



#### Automated Weather Observation System (AWOS)

AWOS has had significant instrument upgrades before our upcoming FAA inspection.



#### **Final Approach**

Pictured below: Be sure to look at new art hanging in the administrative galleria. The image was taken on the Airport by former Board Member Will Randall. The image will be entitled "Final Approach". A plaque is being made that will explain the image and provide information on the photographer.

#### **Apron Rehabilitation Project**

This project is on schedule to reach completion by mid-March. The trench drain installation is complete, and concrete apron work will be completed within three weeks. The Contractor is preparing to install tie downs and will perform marking installation upon completion of concrete work. The Project Team will continue to coordinate with tenants (Carter and Lockwood) throughout the completion of construction.

# Disadvantaged Business Enterprise Plan (DBE)

SAA DBE plan has been updated and is being reviewed by FAA.

#### **Building 22**

Window installation completed and project is being closed out. Building 22 now has a new structurally upgraded roof with impact resistant windows.

#### Taxiway Delta Design

Grant Application for the design of South Partial Parallel Taxiway D has been submitted to FAA. This effort will be funded by an FAA BIL/AIG Grant.





The open house includes prizes, aviation activities and a tour, plus meet with real-life pilots and aviation professionals.

Sebring Flight Academy announced they will host "flights" in the Red Bird simulator during Girls in Aviation Day February 24 at

Sebring Airport from 9-noon. Duc Helices will bring a demo propeller to teach girls how a propeller makes airplanes fly. Lockwood Aviation is also bringing an aircraft for the static display, and Sebring Airport Authority will display its vintage crash/fire truck, too!

Register online: <u>sebring-airport.com/girls-fly-now/</u> Questions: Call 239-826-8440

We wish to thank Women In Aviation International, Heartland FL 99s, and Heartland EAA Chapter 1240 for producing this event at Sebring Airport.

#### **SEBRING INTERNATIONAL RACEWAY NEWS**

SAll Tickets and Parking Are Available Online

Only 17 days remain to buy tickets and parking for the 72nd Mobil 1 Twelve Hours of Sebring Presented by Cadillac before prices increase. On March 1 gate prices go into effect on all remaining one-, two- and four-day general admission tickets, as well as unreserved RV and car parking passes.

Purchase your tickets and parking passes online today at www.

SebringRaceway.com Purchase tickets and parking passes online today and save \$15 per ticket, \$15 on unreserved car parking and \$20 on unreserved RV parking: <a href="SebringRaceway.com">SebringRaceway.com</a>. If you require assistance on the phone and

are unable to reach a member of our guest services team, please leave a message with a contact phone number and your call will be returned in the order it was received.



#### SECURE YOUR FRONT-ROW SEAT AT SUN 'N FUN 2024, APRIL 9-14

Get ready for workshops, career resources, and awe-inspiring performances from top U.S. airshow talents.

The organizers of the annual Sun 'n Fun Aerospace Expo in Lakeland, Florida, have announced a terrific airshow lineup plus a great selection of workshops and resources for pilots.

Daily airshows will run from 1-5 p.m., from names like Patty Wagstaff, Rob Holland, and Michael Goulian. A night airshow and pyrobatic fireworks will light up the sky on Wednesday and Saturday at 7 p.m. The Commemorative Air Force will offer vintage aircraft rides, including in the famed B-29 Fifi, and a variety of other warbirds. Rides can be booked on the Sun 'n Fun website. Performance highlights throughout the week will include the U.S. Air Force F-35A Demo Team, Air Force

Thunderbirds, Patriot Parachute Demo Team, and Warbirds Arrival Show on April 9, with more warbird events throughout the week. Click for event schedule. There are also discounts for aviators flying into the event.





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

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

#### SITE MAP

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



### ACCELERATE YOUR BUSINESS'S POTENTIAL