# Sebring Airport Authority Board Meeting Agenda March 21, 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		
03/29 - 4/1/2024		Good Friday and Easter Holida	ay – Offices will be closed		
04/18/2024	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center		

#### 2. CONSENT AGENDA

- a) Approve February 2024 Minutes and Invoices
- b) Approve Joint Board Meeting Minutes between Sebring Airport Authority and Spring Lake Improvement District; Meeting Date February 22, 2024

## 3. MISCELLANEOUS

## 4. ACTION ITEMS

- a) Inventory Item Removal
- b) Airport Perimeter Canal Maintenance Clearing Segment 2 Contract and Award Texas Aquatic Harvesting Inc.
- c) #23-06 Terminal Apron Rehabilitation, Phase II Change Order 1
- d) Resolution 24-02 Approving Budget Amendment S24-02

## **CONTINGENT ACTION ITEMS**

## 5. EXECUTIVE DIRECTORS' REPOT

- FBO Report Andrew Bennett
- Rexair Update

#### 6. BOARD OF DIRECTORS' BUSINESS Florida Association of Special Districts (FASD) Ethics Training

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

# SEBRING AIRPORT AUTHORITY BOARD MEETING February 15, 2024

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on February 15, 2024, at 1:30 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
Craig Johnson	-	Asst. Secretary
Carl Cool	-	Board Member
Terrill Morris	-	Board Member

#### Also

Mike Willingham Andrew Bennett Beverly Glarner Jami Olive Colleen Plonsky Bob Swaine Jack Thompson Kevin McCauley Craig Sucich Serafina Schwever		Executive Director Deputy Director Executive Assistant Executive Assistant Director of Finance Swaine and Harris Avcon AtkinsRealis RS&H AtkinsRealis
- <b>U</b> -	-	
Heather Meyer Chip Snowden	-	Collier County Airport Authority Hanson Engineering
Charp Series II and Series		becarrendez-activitationes - sciences - 🗨 ann american 10 - 🦳 🗨 et

#### 1. OPENING ITEMS

- A. Meeting was called to order at 1:30 p.m.
- **B.** Bob Swaine led the Invocation and the Pledge.

#### C. Roll Call

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

#### D. Announcements

The next board meeting will be held Thursday, March 21st 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 Stanley Wells. The motion was passed with aye votes by Andrews, Cool, Wells, Johnson, Morris and McDevitt.

## 3. MISCELLANEOUS

## 4. ACTION ITEMS

#### A. FLG Lease

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

#### B. RFP 23-09 Stormwater Drainage Improvements -EDA Investment No 04-01-07824

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, Morris, Johnson and Wells.

#### C. Change Order for Clyde Johnson - Hurricane Ian Repairs Project

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

# D. Interlocal Agreement – Highlands County – Webster Turn

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

#### E. Resolution 24-01 Approving Budget Amendment S24-01

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, Morris, Johnson and Wells.

## 5. DIRECTOR REPORT

Deputy Director Andrew Bennett updated the Board on FBO and Range activities. Chip Snowden from Hanson gave a presentation on Advanced Air Mobility/Multi-Modal Innovative Transportation.

## 6. DIRECTOR'S BUSINESS

## 7. CONCERNS OF THE PUBLIC

#### 8. ADJOURNMENT

Chairman adjourned meeting at 2:09pm.

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Mike Willingham, Executive Director

<u>3.al.a4</u> Approved by Board

#### JOINT PUBLIC MEETING BETWEEN REPRESENTATIVES OF THE SEBRING AIRPORT AUTHORITY, THE SPRING LAKE IMPROVEMENT DISTRICT, AND THE HIGHLANDS COUNTY TAX COLLECTOR

#### February 22, 2024

#### Summary of Transcribed Minutes Approved by the Sebring Airport Authority Board

The Sebring Airport Authority Board of Directors, the Spring Lake Improvement District, and the Highlands County Tax Collector held a Joint Public Meeting on February 22, 2024, at the Seven Sebring Raceway Hotel in person. The following in attendance:

Facilitator

John McClure, Esquire

Appearances for the Sebring Airport Authority: Alan S. Zimmet, Esquire Robert S. Swaine, Esquire Mark Andrews Mike Willingham Terrill Morris Pete McDevitt D. Craig Johnson Stanley Wells Carl Cool Jami Olive

Andrew Bennett

Appearances for the Spring Lake Improvement District

Caitlin Wilcox, Esquire Elizabeth Teegan, Esquire Joe DeCerbo Kay Gorham Israel Serrano Butch Copeland Tim Roland Phil Gentry Ken Kirk Gene Schriner

Appearances for the Highlands County Tax Collector Kevin Ashley, Esquire Eric T. Zwayer Haydeliz High The meeting was called to order by John McClure.

**Mr. McClure:** I am going to be the facilitator for this meeting. I am here to facilitate the meeting of the Governing Boards of two public bodies that have a dispute that needs to be resolved. Note we have today with us Ms. Pam Carter. She's a court reporter.

This is a Joint Public Meeting pursuant to the Governmental Conflict Resolution Act, Chapter 164, and specifically this is under Section 164.1055.

**Mr. McClure:** I would like to make it a part of the minutes, the Notice, Affidavit of Publication of the Informal Conflict Resolution Meeting between the Administrative Officers – Chief Administrative Officers of each of the entities under Chapter 164.1053, as that's a procedural prerequisite to this Joint Board Meeting.

Introduction of the Attendees done by each person.

**Mr. McClure:** I'm going to read those issues briefly, and then we would ask counsel to – or whoever it is on behalf of each separate unit – to make the opening statements.

Facilitator read out Issues of Conflict.

**Mr. McClure:** I believe the Sebring Airport Authority is represented by Mr. Alan Zimmet, Braynt, Miller, and Olive.

**Mr. Zimmet:** The Airport has tried to communicate with the District as to why we believe it does not have the legal authority to charge the Airport a tax or a fee. The District lacks the authority to impose a special assessment on the Airport property that is outside the District. Even if you have the authority to do that, you didn't follow the proper procedures to use the – Uniform Collection Method, using the tax collector to include a non-ad valorem assessment on the tax bill, which then subjects the property to a tax certificate sale, and then ultimately a tax deed sale.

Spring Lake Improvement District has no authority to impose the special assessment that you seek to impose on a property that's outside of the District. The Airport has no property that is either partly or wholly within the District.

Section 298.22, the section, again, cited in the Resolution, does not provide the authority to impose special assessment on properties outside the District.

So even if a court would disagree with us and determine that the District has the authority to impose a special assessment on the Airport property, you didn't follow the required procedures for imposing a special assessment using the Uniform Collection Method, that is, the tax collector.

Today I have not heard any legal argument on behalf of the District, as to why it believes it has the authority to impose this special assessment, and why it believes it followed the procedures of state statute. Mr. McClure: We'll next hear from Spring Lake Improvement District.

**Bill Nielander by phone:** Spring Lake actually retained the Attorney General's Office, the civil litigation department to represent it.

There are equitable arguments and legal arguments. The equitable argument is whether it's fair that the citizens of Spring Lake have to pay hundreds of thousands of dollars each year, and million of dollars in infrastructure by themselves, the fee, and mechanically dispose of all the drainage water, when a third of all drainage in the District comes for the Airport.

Then there are legal arguments as to what authority we have. But those can only be determined by court systems, not by attorneys.

**Ms. Teegan:** I'm Elizabeth Teegan with the Florida Attorney General's Office. The District asked us to come in to help it through this pre litigation process. The District feels like this is a matter of fairness, that the taxpayers of the District are currently bearing the economic burden of treating all the stormwater, and they would simply like the Airport to pay its fair share.

So I'm around with the Board for any kind of questions that you might have. But we just very much wanted to say thank you for coming out and participating in this process.

**Mr. Kevin Ashley:** The tax collector, in a proceeding like this, is a statutorily required party because the tax collector sends out the tax bill. And the tax collector, certainly if there is a litigation, has to be in front of the court so the court can tell the tax collector at the end of the proceeding this is what you do or this is what you don't do, because the tax collector is the only one who has the authority to send out a tax bill, rescind the tax bill, change a tax bill.

**Mr. McClure:** Each side has made your positions known. So I think if there is a member of the board, or a Chief Administrative Officer or Chair of the Board, or whatever, that you wish to make any other statements or perhaps have some back and forth between the parties to try to resolve this, I think that's why we're here.

Start with Sebring Airport Authority.

**Mr. Andrews:** I don't think there is anything else. We have pretty well stated what the position is.

**Mr. McClure:** Mr. Andrews, who is the Board Chair, stated on behalf of the Airport Authority, their belief is that the assessment is improper.

**Ms. Gorham:** Kay Gorham, Board Chair, Spring Lake Improvement District. I would like to clarify a point. It's my understanding for the past two years that the Airport Authority has received tapes of all the minutes, and they also brought a court reporter to the public hearing in August when this was discussed.

**Mr. Zimmet:** Yes, we were aware that you were considering imposing some kind of a fee against the Airport. In fact, we wrote letters to your counsel as to why you didn't have the authority to impose what we thought was going to be a user fee. You never used the term "assessment."

**Mr. McClure:** Well, it seems like any further comments is going to be a "He-Said", "She-Said" type thing, and I don't know that that's going to facilitate any sort of meaningful resolution at this point.

**Mr. McClure:** So at this point we will proceed with intake of public comment. Several members of the public provided comment.

Mr. McClure: We'll close public comment at this time and move into Board action, if any.

**Mr. Johnson:** I move the Board of Sebring Airport Authority to find that if a court proceeding does not take place before the remaining provisions of the Florida Governmental Conflict Resolution Act are complied with regarding the conflict identified in Sebring Airport Authority Resolution Number 23-15, the significant legal rights of Sebring Airport Authority will be compromised by the unlawful invalid non-ad valorem assessment levied against the Airport Authority's property by the Spring Lake Improvement District, and the collection thereof by the Highlands County Tax Collector, including by the sale of tax certificates if the assessment is not paid by March 31<sup>st</sup>, 2024, and to authorize the Airport Authority's general counsel and outside litigation counsel to file and prosecute a lawsuit against the Spring lake Improvement District and the Highlands County Tax Collector to seek injunctive, and all other available relief, to prevent the Airport Authority's significant legal rights from being compromised pursuant to Section 164.1041(2) of Florida Statues.

Mr. Cool: I'll second.

**Mr. McClure:** There's a motion and a second before your Board and you're the Chair. It's a publicly noticed meeting.

Mr. Andrews: Call a vote

Roll Call performed:

Ms. Olive: Andrews

Mr. Andrews: Yes

Ms. Olive: Cool

Mr. Cool: Yes

Ms. Olive: Johnson

Mr. Johnson: Yes

Ms. Olive: McDevitt

Mr. McDevitt: Yes

Ms. Olive: Morris

Mr. Morris: Yes

Ms. Olive: Wells

Mr. Wells: Yes

Motion Passed 5-0

**Mr. McClure:** Okay. Is there anything the Sebring Airport Authority's side wishes to say before we proceed?

Mr. Andrews: No

Mr. McClure: Over to Spring Lake. Is there any action that the Spring Lake Board wishes to take at this point?

Ms. Gorham: No, sir. Thank you.

Mr. McClure: I believe there's nothing further to come before the meeting, so we will adjourn the meeting now.

(Proceedings were concluded at 12:06 pm)

☐ Mark Andrews, Chairman □ Pete McDevitt, Vice Chairman

Stanley Wells, Secretary D. Craig Johnson, Assistant Secretary

Approved by Board

Date SAA/FBO - Paid Invoices

# Amount Description

2/1/2024	Ascent Aviation Group		FBO: Jet-A Fuel at APBR
	Ascent Aviation Group	\$23,832.13	FBO: Jet-A Fuel at KSEF
	Sage Payment Solutions	\$4,125.20	SAA: Paya Exchange Credit Card Fees - Jan 2024
	Air & Electrical Services, Inc	\$577.50	SAA: Service Call for Data Lines, Replaced Conductor in Cable, Svc for New Desk Area in
			Admin.
2/6/2024	Armando J. de Solo III	\$185.00	FBO: Sebring Flight Center Logo- Embroidered on Shirts
	BOS of Florida, Inc.	\$2,095.11	SAA: Balance Due for Furniture-Terminal Bldg. Waiting Area
	C & C Plumbing, Inc.	\$232.25	SAA: Repairs Bldg.22 Toilet
2/6/2024		\$515.39	SAA/FBO: Weekly Svc-Aircare, Mats, Soap, Germ-X, FBO Uniforms
2/6/2024		\$118.00	SAA/FBO: Monthly Agreement for AED System
	Copy Life Inc	\$270.82	SAA/FBO: January 2024 Copies
2/6/2024	CrawfordTech Government Solutions LLC	\$360.00	SAA/CRA: Transcription-Accessible PDF's for Website Compliance
	Gibson Aviation Services Inc.	\$1,308.22	FBO: Svc Call on Jet-A Loaner Truck#58863 SEF Truck at Bombing Range
	Jack's Lawn Service	\$4,080.00	SAA: Mulch to Replenish Around Airport, Trimming, Hauling to Landfill
	JC White Architectural Interior Products	\$17,376.16	SAA: Balance for New Office Furniture - Admin Areas & Executive Office
	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Lease of Copy Machines
	Rapid Systems		SAA/FBO: January 2024 Monthly Internet
	RelaDyne Florida LLC	\$1,053.93	FBO: Bulk Oil for Resale
	Swaine, Harris & Wohl, P.A.	\$6,205.98	SAA: Dec 2023 General On-Call Svcs., Legal Svcs. (E-Stone)
	TechHouse:Intergrated	\$461.25	FBO: General IT Support - Replace FBO Computer and Total FBO Setup
	SWK Technologies, Inc.	\$570.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
	Ascent Aviation Group	\$218.15	FBO: Ingenico Desk Credit Card Machine for Total FBO & Assoc Fees-Monthly
	Allen Enterprises, Inc.	\$534.56	SAA: Runway Lights (4)
	Beverly Glarner	\$140.99	SAA: February 2024 Internet Service; Executive Assistant Home Office
	BOS of Florida, Inc.	\$1,868.64	SAA: Deposit for New Chairs Admin/Accounting Areas
2/13/2024		\$371.83	SAA/FBO: Bi-Weekly Svc, Aircare, Mats, Soap, Germ-X
	Dustin Dennis	\$1,050.00	SAA: Pressure Wash Bldg. 104 Entrance/Parking
	Luis A. Pratts	\$603.00	FBO: Travel Reimbursement for Mileage (AP Range)
	Michael Byrd	\$550.00	SAA: Stripped & Waxed Wood Floors at Runway Café
	Ports Publishing, LLC.	\$350.00	SAA: 2024 Ft. Lauderdale Airports & Freight Guide; Advertisement & Books
	TechHouse:Intergrated	\$4,103.25	SAA/FBO: Annual Microsoft Subscriptions
	The News Sun	\$525.00	SAA: Ad in Lake Placid Chamber Guide 2024
	U.S. Fish and Wildlife Service	\$100.00	SAA: Protected Species (Bird) Permit - Florida Wildlife Commission
	Bella Villa 31	\$2,980.00	SAA/FBO: January 2024 Cleaning of Terminal Building
	Big Messages LLC	\$169.32	SAA/FBO: After Hours Answering Service
	Bio-Tech Consulting Inc.	\$3,477.50	SAA: Bi-Monthly Waterway Weed Control
	C & C Plumbing, Inc.	\$9,460.22	SAA: Hot Water Heater Purchased and Installed for Runway Café

## Date SAA/FBO - Paid Invoices

# Amount Description

Cintas	\$207.68	SAA/FBO: Weekly Svc; Mats, AirCare, FBO Uniforms
	\$4,000.00	SAA: Remove & Replace Stair Tower Bldg. 22
	\$70.00	SAA: Re-Key Admin Office Doors 340 & 341
	\$1,754.11	SAA/CRA: January 2024 Website Updates
	\$2,326.84	SAA: Ad Valorem Tax Bill - 2023 Cattle Lease
	\$285.00	SAA: Monthly Service Call for Terminal Bldg AC; Checked all Filters, Drains, & Belt
	\$665.00	SAA: Seasonal Poinsettias/Care Thru Dec, Plant Services Jan & Feb 2024
	\$87.50	SAA: General IT Support, Sharepoint, Tasks, Mailbox Sharing
	\$970.00	FBO: Jet Fuel Additive Drum for Sebring Airport
	\$550.00	SAA: December 2023 General On-Call Services
STREAM ALL LOOPEN AND AND ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	\$13,548.59	SAA: January 2024 Legal Svcs RE: Stormwater-Drainage Issues
	\$2.296.00	SAA: Service Call; A/C in Terminal Bldg.
	\$456.45	SAA/FBO: Weekly Svc, Mats, Aircare, FBO Uniforms
	\$1 400 42	SAA GASB 87 & 96 Consulting Services
	\$293.26	SAA/FBO: Audio, Long Distance & Local Service through Suncom
	\$18.38	SAA: Express Shipping
	\$3,500.00	SAA: SEF- Indepentant Fee Estimate -Taxiway D Design Services
	\$2,493.84	SAA/FBO: Diesel Fuel Purchase - Fuel Farm, KSEF Generator
	\$350.00	SAA: Advertising 2024 American Ports Resource Guide
	\$4,567.50	SAA: January 2024 Legal Services; E-Stone Creditor's Rights
	\$935.00	SAA: Yearly Warranty on Automatic Door in Terminal Building
	\$350.00	SAA: Advertising 2024 Port Everglades Directory
	\$5,131.00	SAA: January 2024 General On-Call Legal Services, E-Stone, Stormwater/Drainage Issues
TechHouse:Intergrated	\$1,529.39	SAA/FBO: Monthly Recurring Software Fees, Addt'l Microsoft License
	\$13,536.77	SAA: January 2024 Security Service
	\$26,660.10	FBO: Jet-A Fuel for Sebring Airport
	\$9,600.00	SAA/FBO: Purchase of (14) Motorola R2 Radios
	\$272.88	SAA: Maintenance Supplies Purchased-Fertilizer for Terminal Bldg Grounds
Petty Cash Reimbursement	\$331.37	SAA/FBO: Petty Cash Reimbursement 02.29.24
	Cintas CliftonLarsonAllen Department of Management Svcs. Federal Express Corporation Hanson Professional Services Inc Hicks Oil Co., Inc. Ports Publishing, LLC. Shutts & Bowen, LLP Stanley Access Technologies LLC Strategic Value Media Swaine, Harris & Wohl, P.A. TechHouse:Intergrated Universal Protection Service, LLC Ascent Aviation Group LightningWirelessSolutionsInc Terry E. Elders	Clyde Johnson Contracting & Roofing, Inc.\$4,000.00Craig D Curtis\$70.00Diana Ries Designs, Inc.\$1,754.11Eric T. Zwayer Tax Collector\$2,326.84Long's Air Conditioning, Inc.\$285.00Paul C Valladares Jr\$665.00TechHouse:Intergrated\$87.50Ascent Aviation Group\$970.00Avcon, Inc.\$13,548.59Carrier Corporation\$2,296.00Cintas\$456.45CliftonLarsonAllen\$1,490.42Department of Management Svcs.\$293.26Federal Express Corporation\$18.38Hanson Professional Services Inc\$3,500.00Hicks Oil Co., Inc.\$2,493.84Ports Publishing, LLC.\$350.00Shutts & Bowen, LLP\$4,567.50Stanley Access Technologies LLC\$935.00Swaine, Harris & Wohl, P.A.\$5,131.00TechHouse:Intergrated\$1,529.39Universal Protection Service, LLC\$13,536.77Ascent Aviation Group\$26,660.10LightningWirelessSolutionsInc\$9,600.00Terry E. Elders\$272.88

\$213,101.64

<b>Purchase Date</b>	Vendor Name	Amount I
1/29/2024	SEVEN SEBRING RACEWAY HOT	\$414.76 S
		R
2/2/2024	NAPA AUTO PARTS 161	\$213.61 F
2/3/2024	AMZN Mktp US R28A93JF1	<b>\$86.97</b> F
2/3/2024	VBS VONAGE BUSINESS	\$315.00 S
2/3/2024	GOOGLE YouTube TV	\$71.52 \$
2/4/2024	MARATHON PETRO242701CITGO	\$18.73 F
2/5/2024	Amazon.com RB6Q84CT2	\$290.07 \$
2/5/2024	Florida Notary Association	\$155.00 \$
2/6/2024	ALLEN ENTERPRISES INC	\$1,136.73
2/7/2024	HICKS OIL CO INC	\$20.00 I
2/7/2024	AMZN Mktp US RB1117Q00	\$25.78
2/7/2024	WAWA 5371	\$49.92
2/7/2024	SEVEN SEBRING RACEWAY HOT	\$207.38
		]
2/7/2024	OFFICE DEPOT #1165	\$39.43
2/7/2024	NAPA AUTO PARTS SEBRING	\$371.58
2/7/2024	WM SUPERCENTER #666	\$83.48
2/7/2024	IN EBRIDGE, INC	\$175.00
2/8/2024	CIRCLE K 07515	\$77.00
2/8/2024	URBAN LAND INSTITUTE	\$336.00
2/9/2024	BIL Coastal MRO Inc.	\$0.50
2/9/2024	YARBROUGH TIRE & SERVICE	\$388.43
2/9/2024	ADOBE INC.	\$215.91
2/10/2024	APEX OFFICE PRODUCTS INC	\$147.69
2/11/2024	AMZN Mktp US RB3ZN77V2	\$47.98
2/12/2024	RACEWAY 994 53609947	\$62.05
2/12/2024	AMAZON.COM RI6GG5V00	\$174.95
2/12/2024	HIVIS & SUMMIT SAFETY	\$145.32
2/12/2024	SEVEN SEBRING RACEWAY HOT	\$414.76
2/12/2024	YARBROUGH TIRE & SERVICE	\$1,731.77

## **Amount Description**

- 114.76 SAA: Hotel Room Terminal Apron Rehab Phase 2 Resident Project Representative(RPR)
- 13.61 FBO: Purchased Fuel Cans; Repair for Fueling Truck
- \$86.97 FBO: Purchase of Uniform Tops for CSR's
- \$315.00 SAA: Communications Set-Up Fee
- \$71.52 SAA: TV Subscription for Terminal Building Areas
- \$18.73 FBO: Fuel Purchased for Generator
- \$290.07 SAA/FBO: Dry Stock-Paper Goods for Restrooms, Coffee Station Supplies
  - \$155.00 SAA: Notary Renewal and Stamp Director of Finance
- \$1,136.73 SAA: Airfield Lighting
  - \$20.00 FBO: Purchase of 2 Fuel Sticks
- \$25.78 SAA/FBO: Purchased Coffee Station Supplies
- \$49.92 SAA: Fuel Purchased for Operations Vehicle
- \$207.38 SAA: Hotel Room -Terminal Apron Rehab Phase 2 Resident Project Representative(RPR)
- \$39.43 SAA: Office Supplies Pens
- \$371.58 SAA: Batteries for 25KW Generator
- \$83.48 SAA: Covid tests for Employees; Compact Heater
- \$175.00 SAA: Monthly Fee for Record Retention
- \$77.00 SAA: Fuel Purchased for Maintenance Truck
- \$336.00 SAA: Membership Dues
  - \$0.50 SAA: Balance Due on Account Pre-Employee Drug Testing
- \$388.43 SAA: Repairs to 2014 Tahoe
- \$215.91 SAA: Monthly Subscriptions
- \$147.69 SAA/FBO: Purchased Coffee Station Supplies Cups, Lids, Sleeves
- \$47.98 FBO: Purchased Protective Cases for FBO tablets
- \$62.05 FBO: Fuel Purchased for Courtesy Vehicle
- \$174.95 FBO: Purchase of Uniform Pants for Line Tech
- \$145.32 FBO: Purchase of Uniform Jackets for Line Techs
- \$414.76 SAA: Hotel Room -Terminal Apron Rehab Phase 2 Resident Project Representative(RPR)
- \$1,731.77 SAA: Purchased Tires and Service Completed on Maintenance Truck

# Purchase Date Vendor Name

CIRCLE K 07515
CREATIVE PRINTING
AMZN Mktp US RI2WV0Q60
WAWA 5370
HARBOR FREIGHT TOOLS 538
PROPEST PRODUCTS INC
THE HOME DEPOT #6340
TRTAX&ACTGPROFESSIONAL
AMZN Mktp US RB3ZX3SB1
HIVIS & SUMMIT SAFETY
Amazon.com RI62H77K0
SUNPASS ACC122820104
AMZN Mktp US RI0B87XJ2
SP SRQCOFFEE.COM
WAWA 5373
FLAGSEXPRES
Amazon Prime RI2EJ2CW1
CFX VES WEBSITE
VZWRLSS MY VZ VB P
CIRCLE K 07515
CIRCLE K 07515
AMAZON.COM RI3F15J11
SEVEN SEBRING RACEWAY HOT
AMZN Mktp US RI9R22GL1
NATIONAL CARTS
the Article Control of the second sec
DOCUSIGN INC.
AMZN Mktp US RW6IZ7980
WAWA 5373
CHEVRON 0380275
WCI WASTE CONNECTIONS
LOOPNET INC

# **Amount Description**

\$30 87	FBO: Fuel Purchased for Courtesy Vehicle
\$75.00	FBO: Business Cards for Customer Service Coordinator
\$115.60	The Addition of the Dispector
\$59.00	The second se
\$25.94	The second secon
\$26.88	
\$144.00	SAA: New Lock for Admin Door
\$294.00	SAA: Monthly Subscription Fixed Asset Software
\$15.97	FBO: Office Supplies - Dry Erase Markers
\$42.74	FBO: Purchase of Uniform Jacket for Line Tech
\$115.47	SAA/FBO: Dry Stock - Paper Goods for Restrooms
\$16.02	SAA: Out of Town Toll Paid
\$56 67	FBO: Purchase of Uniform Tops for CSR, Phone Cord for FBO Desk phone
\$147.60	SAA/FBO: Purchase of Coffee Station Supplies - Replenish Coffee
\$51.67	
\$497.96	SAA: Wind Socks for Airfield
\$139.00	SAA: Annual Amazon Prime Membership Fee
\$6.24	SAA: Out of Town Toll Paid
\$1,470.32	SAA/FBO: Monthly Mobile Service February 2024
\$17.15	FBO: Fuel Purchased for Courtesy Vehicle
\$50.01	FBO: Fuel Purchased for Courtesy Vehicle
\$55.96	SAA/FBO: Purchase of Coffee Station Supplies
\$414.76	SAA: Hotel Room - Terminal Apron Rehab Phase 2 - Resident Project
	Democratorive(RPR)
\$251.92	SAA: Purchased LED Lights for Tecnam, Uniform Polo for SAA Employee
\$775.00	SAA/FBO: Rental of 6 pack Golf Cart for 12 Hours of Sebring Race
\$768.00	SAA, Software Subscriptions for Leases/Contracts
\$138.45	FBO: Purchased Lighted Traffic Batons and Flashlights, Fuel Testing Supplic
\$54.73	SAA: Fuel Purchased for Operations Vehicle
\$73.01	SAA: Fuel Purchased for Maintenance Truck
\$764.76	5 SAA/FBO: Monthly Waste Collection March 2024
\$128.50	

# Purchase Date Vendor Name

2/23/2024 2/24/2024 2/25/2024 2/25/2024 2/26/2024	GAMMON TECHNICAL PRODUCTS SEVEN SEBRING RACEWAY HOT SQ THE BEE LADY LLC AMZN Mktp US RW83W6SB2 SEVEN SEBRING RACEWAY HOT
2/26/2024	EVOLVE VACATION RENTAL
2/27/2024	WAWA 5370
2/27/2024	CELLULAR SALES EF-VL
2/27/2024	THE HOME DEPOT #6340
2/28/2024	AMZN Mktp US RZ3936IK0
2/28/2024	APEX OFFICE PRODUCTS INC
2/29/2024	GMSTEK, LLC
2/29/2024	TROY FAIN INSURANCE ONLI
2/29/2024	APEX OFFICE PRODUCTS INC
3/1/2024	CIRCLE K 07515
3/1/2024	WAWA 5370
3/1/2024	WWW.NATA.AERO
3/1/2024	OFFICE DEPOT
3/1/2024	WAWA 5373
3/1/2024	USPS PO 1184910873
3/3/2024	AMZN Mktp US RZ4DM70P1
3/3/2024	GOOGLE YouTube TV

# **Amount Description**

ICAL PRODUCTS	\$173.42	FBO: Prist Coupler Repair & Prist Dryer Tube
RACEWAY HOT	\$152.50	SAA: Conference Room Reservations for SAA/SLID Joint Meeting
Y LLC	\$265.00	FBO: Honey Bee Removal Services
W83W6SB2	\$14.00	FBO: Courtesy Products for FBO Guests - Mints
RACEWAY HOT	\$417.99	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project
NACL WAT NOT		Perresentative(RPR)
ON RENTAL	\$3,162.06	SAA: Remainder of Balance Due on Control Tower Lodging for 12 Hrs. of
		Sebring Race Week
	\$58.00	SAA: Fuel Purchased for Maintenance Truck
S EF-VL	\$32.90	SAA: Executive Offices - Cell Phone Charger
T #6340	\$74.61	SAA: Supplies for Ramp Repair
Z3936IK0	\$107.00	EBO: Purchased 20 Orange Reflective Traffic Cones
ODUCTS INC	\$208 60	SAA/FBO: Copy Paper, Highlighters, Ruler, Pens, Sticky Notes, Papercips
	\$228.85	FBO: Aircraft Service Directory Printed and Electronic Version
RANCE ONLI	\$141.63	SAA: Notary Renewal and Stamp - Accounting Coordinator
ODUCTS INC	\$16.57	SAA: Purchased Office Supplies: Sticky Notes, Staples
	\$48.89	FBO: Fuel Purchased for Courtesy Vehicle
	\$51.18	FBO: Fuel Purchased for Courtesy Vehicle
RO	\$702.00	FRO: NATA Safety First Training Annual Subscription
	\$213.08	FBO: Purchased New 3" Binders, Divider Tabs for 1-Hangar Leases
	\$78.18	SAA: Fuel Purchased for Operations Vehicle
873	\$10.16	SAA: Certified Postage for Tenant Mailing
Z4DM70P1	\$201.10	SAA/FBO: Paper Goods for Restroom, Mouse, and Candy Dish/Mints
be TV	\$71.52	2 SAA: Monthly Subscription for Terminal Bldg. Waiting Area

Total Due: \$20,860.74

## Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 3/15/2024 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 Servic	e, LLC							
15419905	2/29/2024	3/30/2024	12,663.43	12,663.43	0.00	0.00	0.00	0.00	SAA: February 2024 Security Service
	Vendor ALI	LIED Totals:	12,663.43	12,663.43	0.00	0.00	0.00	0.00	
ATKINS Atkins North	America, Inc.								
2012978	2/29/2024	3/30/2024	7,995.00	7,995.00	0.00	0.00	0.00	0.00	SAA: February 2024 General On-Call Services
2012978-ADI	2/29/2024	3/30/2024	2,878.75	2,878.75	0.00	0.00	0.00	0.00	SAA: February 2024 Airfield Drainage Improvements - Grant Reimbursed
2012078 DD	2/29/2024	3/30/2024	1,085.00	1,085.00	0.00	0.00	0.00	0.00	SAA: February 2024 Bldg. 22 Re-Roof
2012978-BR	2/29/2024	3/30/2024	2,080.00	2,080.00	0.00	0.00	0.00	0.00	SAA: February 2024 FAA DBE Goals
2012978-FDG		KINS Totals:	14,038.75	14,038.75	0.00	0.00	0.00	0.00	
<b>CINTAS</b> Cintas									
4184781216	3/1/2024	3/31/2024	192.03	192.03	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svc; Mats, Air Fresheners, Soap/GermX, and Uniforms
4185499435	3/6/2024	3/31/2024	271.92	271.92	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners and Uniforms
	Vendor CI	NTAS Totals:	463.95	463.95	0.00	0.00	0.00	0.00	

## Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 3/15/2024 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
DIANARI Diana Ries I	Designs, Inc.								and a second Well-side Undertoo
14459	2/29/2024	2/29/2024	1,279.50	1,279.50	0.00	0.00	0.00	0.00	SAA: February 2024 Website Updates
	Vendor DIAN	ARI Totals:	1,279.50	1,279.50	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn S	ervice								
2363 MARCH 2024	3/1/2024	3/31/2024	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: March 2024 Lawn & Landscape Care
	Vendor JA	CKS Totals:	8,325.00	8,325.00	0.00	0.00	0.00	0.00	
SHUTTS Shutts & Boy	wen, LLP								
1871052	2/29/2024	3/30/2024	2,197.50	2,197.50	0.00	0.00	0.00	0.00	SAA: Feb 2024 Legal Svcs; E-Stone Creditor's Rights
	Vendor SH	UTTS Totals:	2,197.50	2,197.50	0.00	0.00	0.00	0.00	
SWAINE Swaine, Har	ris & Wohl, P.	<b>A</b> .							
13258	2/29/2024	3/30/2024	6,793.12	6,793.12	0.00	0.00	0.00	0.00	SAA: February 2024 Legal Svcs; Stormwater/Drainage
13259	2/29/2024	3/30/2024	2,492.85	2,492.85	0.00	0.00	0.00	0.00	SAA: February 2024 General On Call Svcs
13260	2/29/2024	3/30/2024	52.50	52.50	0.00	0.00	0.00	0.00	SAA: February 2024 Legal Svcs; E-Stone
		AINE Totals:	9,338.47	9,338.47	0.00	0.00	0.00	0.00	
	F	Report Totals:	48,306.60	48,306.60	0.00	0.00	0.00	0.00	

# SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

#### MEETING DATE: March 21, 2024

PRESENTER: Colleen Plonsky

# AGENDA ITEM: Declare Items of No Commercial Value and Items Valued Below Threshold to be Removed from Assets/Inventory

**BACKGROUND:** The personal property described on the attached Exhibit A serves no useful function and appears to have no commercial value. All items listed are determined to be worn out, broken, obsolete, or under the threshold. Pursuant to Florida Statute.274.06, if the Board determines that the property is without commercial value, it may be donated, destroyed, or abandoned.

**Recommend Action**: Determine that the personal property serves no useful function and declare the property surplus with no commercial value and authorize disposal by offering to a charitable organization or by taking to the county landfill as referenced above.

**<u>REQUESTED MOTION:</u>** Move to approve as presented and authorize the staff to dispose of the surplus personal property.

**BOARD ACTION:** 

X APPROVED DENIED DEFERRED OTHER

## **EXHIBIT A**

REMOVED INVENTORY	and and an experiment of the second	• • • • • • • • • • • • • • • • • • •	t in more streng as additionally to be associated and a star t	1 a a a air i i 1 a graffithanna a cultanaan I	and a first of the second s	
ate Removal Approved: 3/21/2024	н П					
sset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value
OLAROID ONESTEP FLASH CAMERA	2548	ELECTRONICS	ONESTEP FLASH	UNKNOWN	UNKNOWN	π.
LYMPUS STYLUS ZOOM CAMERA	2559	ELECTRONICS	STYLUS ZOOM	UNKNOWN	UNKNOWN	Ē.
AMSUNG CAMERA WI 3 MEMORY CARDS	, N	ELECTRONICS	TL210	UNKNOWN	UNKNOWN	
APE DISPENSER	١	OFFICE SUPPLIES	1	UNKNOWN	UNKNOWN	•
ODAK DIGITAL SCIENCE CAMERA	2506	ELECTRONCS	DC120	UNKNOWN	UNKNOWN	distribute sectors into a multi-provide parameterization and
ONY CASSETTE RECORDER	2507	ELECTRONICS	M-100MC	UNKNOWN	UNKNOWN	
P JET DIRECT 300X	10A222	ELECTRONICS	300X	UNKNOWN	UNKNOWN	e.
CCO 3 HOLE PUNCH	6A191	OFFICE SUPPLIES	550	UNKNOWN	UNKNOWN	el.
PC BATTERY BACKUP SURGE PROTECTOR	2523	ELECTRONICS	550	UNKNOWN	UNKNOWN	The second se
ONY HANDYCAM	2543	ELECTRONICS	DCR-DVD 105	UNKNOWN	UNKNOWN	en forstillelynamises an fi e fi i fillen sliffer affresenning ska
CCO 3 HOLE PUNCH - BLACK	۸.	OFFICE SUPPLIES	λ	UNKNOWN	UNKNOWN	
DELINO. 0334 RULER/STAPLER	15	OFFICE SUPPLIES	NO. 0334	UNKNOWN	UNKNOWN	5
ELECTRIC PENCIL SHARPNER	2042	OFFICE SUPPLIES	18	UNKNOWN	UNKNOWN	a k
EMERSON CORDED PHONE	2508	ELECTRONICS	EM-2131	UNKNOWN	UNKNOWN	
SAMSUNG USB CABLE W/ ADAPTER		ELECTRONICS	CB20U05A	UNKNOWN	UNKNOWN	a ar ar ann an an t-san an an t-san ann an
MMF CASH DRAWER W/ KEYS	1035	OFFICE SUPPLIES	645-0243-00	UNKNOWN	UNKNOWN	:

REMOVED INVENTORY	а в са мало поло на се	mana 1 May ana araw ana araw araw araw a		2 5	28-5	x 1	200
Date Removal Approved: 3/21/2024	ē			a 31		£	
sset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Net Value	
ELL SPEAKERS W/ CABLES	X	ELECTRONICS	YZ4CM	UNKNOWN	UNKNOWN	i i	C
OGITECH SPEAKERS Z4 (3PCS)	2182	ELECTRONICS	R810	UNKNOWN	UNKNOWN		C
ELL SPEAKERS W/ USB CABLES	X	ELECTRONICS	A225	UNKNOWN	UNKNOWN		(
ELL SPEAKER SUBWOOFER	2252	ELECTRONICS	A425	UNKNOWN	UNKNOWN	1. au marma 11. a - 1. a	
DELL CPU TOWER	2700	ELECTRONICS	OPTIPLEX 780	UNKNOWN	UNKNOWN		1
DELL CPU TOWER	, ι,	ELECTRONICS	OPTIPLEX 3060	UNKNOWN		e.	I
DELL CPU TOWER	, <b>N</b>	ELECTRONICS	OPTIPLEX 3060	UNKNOWN	UNKNOWN	r.	1
ENOVO THINKCENTER CPU TOWER	, N	ELECTRONICS	M710T	UNKNOWN	UNKNOWN	Ŧ	
P PHOTO ENVY PRINTER 7155	١.,	ELECTRONICS	7155	UNKNOWN	UNKNOWN	a and mandate most set in ( ) to ( ) ( )	
	88537099634	ELECTRONICS	X19-30485-03	UNKNOWN	UNKNOWN	ың (қ. ғалқарана ман. а. у. т. С. М. т.	· · · ·
IS SURFACE DOCKING STATION	104423528486.00	ELECTRONICS	1664	UNKNOWN	UNKNOWN	4	
	2526	ELECTRONICS	DX-20A3H	UNKNOWN	UNKNOWN		
MS SURFACE KEYBOARD ADAPTER	١	ELECTRONICS	<u>x</u>	UNKNOWN	UNKNOWN	9	
	210	ELECTRONICS	Z4	UNKNOWN	UNKNOWN	en e como de ser como en	ar 1000arti 1
DESK ORGANIZER STAND	N	OFFICE SUPLIES		UNKNOWN	UNKNOWN		
DELL CPU TOWER (GATES)		ELECTRONICS	OPTIPLEX 3020	UNKNOWN	UNKNOWN	an a	

ate Removal Approved: 3/21/2024				the M Ocean	Date Acquired	Net Value
sset Description	Barcode #	Category	Model #	Unit Cost	Date Acquieu	FFEC VERTERS
P CPU TOWER (CAMERAS)	· · · ·	ELECTRONICS	Z440	UNKNOWN	UNKNOWN	
P MONITOR W/ ADAPTER	#1	ELECTRONICS	22CWA	UNKNOWN	UNKNOWN	1
P MONITOR W/ ADAPTER	#2	ELECTRONICS	22CWA	UNKNOWN	UNKNOWN	
ONITOR EXTENDERS	#1	ELECTRONICS		UNKNOWN	UNKNOWN	naal magatim is an announce of 1 ( ) ( ) ( ) are one
IONITOR EXTENDERS	#2	ELECTRONICS	1	UNKNOWN	UNKNOWN	10 (M)
APER CUTTER GUILLOTINE	1698	OFFICE SUPPLIES	λ	UNKNOWN	UNKNOWN	
HOLE PUNCH	2531	OFFICE SUPPLIES	X	UNKNOWN	UNKNOWN	я.
PC BACK UP600	1566	ELECTRONICS	600	UNKNOWN	UNKNOWN	3
APER BINDING SYSTEM	2446	OFFICE SUPPLIES	P200	UNKNOWN	UNKNOWN	
LACK STAND HOLDER	١	OFFICE SUPPLIES		UNKNOWN	UNKNOWN	on of the sources a
VALL MOUNT STAND	١.	OFFICE SUPPLIES	١	UNKNOWN	UNKNOWN	6
VALL MOUNT STAND	١	OFFICE SUPPLIES	١	UNKNOWN	UNKNOWN	c
CANNON PRINTER	13803292848	ELECTRONICS	PIXMA TS302	UNKNOWN	UNKNOWN	5 8
ATIVA CALCULATOR	1	OFFICE SUPPLIES	AT-P1000	UNKNOWN	UNKNOWN	n an a constant a constant

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REMOVED INVENTORY	12	z.		o 812 a			
ate Removal Approved: 3/21/2024	a , and a many management of the state of th		nanterandeks menning dasar persona pers				
sset Description	Barcode #	Category	Model #	Unit Co	st	Date Acquired	Net Value
ime Clock W/Rack	247	Office Furniture/Equipment	an	\$	1,236.50	6/14/1996	
oice Writer	248	Office Furniture/Equipment		\$	1,120.96	2/29/1996	
ales Kiosk - TV Lounge	370	Office Furniture/Equipment	,	\$	4,400.00	6/15/2000	
Vork Station - FBO Manager	372	Office Furniture/Equipment		\$	2,696.00	6/15/2000	
BO 1 Work Station	374	Office Furniture/Equipment	с.	, <b>\$</b>	1,136.00	6/15/2000	3
Display Boards - FBO	375	Office Furniture/Equipment	ana ann 1 a - Sa an 1 a	<b>S</b>	1,500.00	6/15/2000	an a consequences and a set of the set
Nork Station Pilots Plan	377	Office Furniture/Equipment	iî.	\$	1,136.00	6/15/2000	• • • • • • • • • • • •
TV 32" Pilots Lounge	400	Office Furniture/Equipment	Ĩ.	\$	1,000.00	6/15/2000	
Work Station Executive Assistant	422	Office Furniture/Equipment	й.	\$	2,872.00	6/15/2000	
Projects East Work Station	426	Office Furniture/Equipment		\$	2,437.00	6/15/2000	
Panel System - File Storage	431	Office Furniture/Equipment	ng ing jagang mangat kathagang malay ini ak ni ting t	\$	3,707.00	6/15/2000	
South East Fin Work Station	437	Office Furniture/Equipment		\$	2,551.00	6/15/2000	1 • • • • • • • • • • • • • • • • • • •
Mail Sorter	469	Office Furniture/Equipment		. \$	1,922.00	6/15/2000	Ì
Work Station - Staff Assistant	470	Office Fumiture/Equipment		. \$	2,297.00	6/15/2000	)
Work Station CFO	471	Office Furniture/Equipment		\$	2,447.00	6/15/2000	) ) 
White Board 48 x36	496	Office Furniture/Equipment	L	· <b>\$</b>	1,400.00	6/15/2000	2
Window Coverings	481	Office Furniture/Equipment		\$	11,100.00	6/15/200	)
Projects Central Work Station	504	Office Fumiture/Equipmen	t	\$	1,896.00	6/15/200	0

REMOVED INVENTORY				50 B			
ate Removal Approved: 3/21/2024	ana a' gandar kanan kana kana kana kana ata a a a a a a		,	C ( La La Mandaleria ( M. 1977)		Dete Remuted	Net Value
sset Description	Barcode #	Category	Model #	Unit Cos	<u>.</u>	Date Acquired	1101 90100
rojects West Work Station	505	Office Furniture/Equipment	any and the second s	\$	2,748.00	6/15/2000	2 mar 2000 - 0
ask Roll Chair - Finance	532	Office Furniture/Equipment	and meaning probabilities from . 4 . 4	\$	1,560.00	6/15/2000	
forth East Work Station	533	Office Furniture/Equipment		\$	2,545.00	6/15/2000	
South West Work Station	534	Office Furniture/Equipment		. \$	2,551.00	6/15/2000	
North West Work Station	535	Office Furniture/Equipment	a	\$	2,551.00		
Panel System - Mail Area	540	Office Furniture/Equipment	na = # 11	<b>. .</b>	1,753.00	6/15/2000	
Mitsubishi Projector	583	Office Furniture/Equipment	<u>e</u>	\$ 	3,811.39	8/21/2002	
Apple CIN Display Flat 23"	641	Office Furniture/Equipment		. \$	1,299.00	4/30/2006	1
Sofa and Rediners	760	Office Furniture/Equipment		\$	930.00		
Armless Bar Stool	N/A	Office Furniture/Equipment			unknown	unkown	
Armless Bar Stool	N/A	Office Furniture/Equipment	• mend of # 10.0 and become on each off and it .	a 1 wa Tau 1 M	unknown	unknown	
Armless Bar Stool		Office Furniture/Equipment		and the second	unknown	i ne primere	ваникана т. н. 1 1
Armless Bar Stool	,N/A	Office Furniture/Equipment		¥	unknown		
Grey Armless Chair	N/A	Office Furniture/Equipment			unknown		
Grey Armless Chair	N/A	Office Furniture/Equipmen			unknown		1
Grey Armless Chair	,N/A	Office Furniture/Equipmen			unknow		
Grey Armless Chair	N/A	Office Furniture/Equipmen		and the second of the second			
Grey Armless Chair	N/A	Office Furniture/Equipmen	t	ومساحب ومسرو المراسية والإراد ومرام والمراجع	unknow	I BIRITORI	

Brey Armless Chair	N/A	Office Furniture/Equi	oment	unkn	own unkno	wn
sset Description	Barcode #	Category	Model #	Unit Cost	Date Acquired	Met Veius
ate Removal Approved: 3/21/2024					Dete forward	Net Value
REMOVED INVENTORY	5		8		t an a state and a statement of the statement of	ь. с. э.

REMOVED INVENTORY	×			63	e: e:		
Date Removal Approved: 3/21/2024		i jana a nanati kati kitangana. 1 1 - Anana - A	Model #	Unit (	Cost Date	Acquired Net Vi	alue
Asset Description	Barcode #	Category	inquel #	W//IK			
HP Laser 4/Laptop	280	Computer Equipment		\$	5,423.00	10/31/1997	0
AutoCad R14 Software	286	Computer Equipment	2	\$	2,325.00	5/28/1998	(
QMS Color Laser Printer	289	Computer Equipment		\$	2,482.79	9/30/1998	(
Dell Pentium III 800 GX300/T		Computer Equipment	nn) 111 11 11 11 11 11 11 11 11 11 11 11 1	\$	22,470.00	6/15/2000	0
Microsoft Back Office /Server	453	Computer Equipment	2	. \$	1,495.00	6/15/2000	(
Mas 90 Point of Sale Module	454	Computer Equipment		\$	1,999.00	6/15/2000	(
Microtest DiscPort VT	461	Computer Equipment		\$	2,513.00	6/15/2000	C
Software Package & Maint Kit	463	Computer Equipment		, <b>\$</b>	15,575.00	6/15/2000	
Pro 420-420VA Battery Back Up	464	Computer Equipment	инан калина 1960 - 24 2558-53-53	\$	2,300.00	6/15/2000	
Dell Computer	602	Computer Equipment		\$	3,317.94	10/31/2002	(
Dell PC	631	Computer Equipment		\$	2,803.88	10/28/2004	į
Dell PC	632	Computer Equipment		\$	3,309.74	8/30/2005	ł
Dell PC	634	Computer Equipment	and any appropriation of a state of a	\$	3,560.24	9/28/2005	
23" LCD Monitor	652	Computer Equipment	1	\$	732.17	4/30/2006	j
Viewsonic VP2130B	662	Computer Equipment	<b>1</b>	. \$	779.99	12/7/2006	)
Dell Laptop	664	Computer Equipment		\$	3,725.22	3/27/2007	
Fujitsu 5120 CID	665	Computer Equipment	ā.	\$	879.96	4/14/2007	
Power Edge 2950 Server	666	Computer Equipment		\$	8,500.00	6/13/2007	

REMOVED INVENTORY				157			
ate Removal Approved: 3/21/2024						and a second	iet Value
sset Description	Barcode #	Category	Model #	Unit Co	st Date	Acquired N	Int value
ew Server/Your Data	673	Computer Equipment	Ĩ.	\$	5,629.14	10/31/2007	
SA Fixed Asset Software	674	Computer Equipment		\$	1,620.00	4/30/2008	
ell Optifiex 755-Director of Finance	685	Computer Equipment	e permit form i e manife	\$	2,123.55	8/29/2008	
300GB Hard Drives	686	Computer Equipment	t H Anna III II II II III ANN ANN AN AN ANN ANN	<b>5</b>	1,275.71	9/18/2008	a ga ka kagama 1 - 1 - 1 mar da
pple 20" Monitor	689	Computer Equipment	y.	\$	603.98	11/29/2008	
Dell Precision T7500 Computer	698	Computer Equipment	4	\$	2,332.42	7/3/2009	
Dell PP05XA Laptop	704	Computer Equipment		. \$	6,493.56	11/9/2009	
New Computer Executive Assistant	731	Computer Equipment	e manage the same are say in the same same same same	<b>S</b>	1,437.67	1/24/2012	na yang penalisin pisa ku mer
Server Upgrade	735	Computer Equipment	1 1 K MM	<b>\$</b>	2,060.79	4/10/2012	99 F
Asus Zenbook	736	Computer Equipment	.t.	\$	1,215.00	4/30/2012	
New Computer Bookkeeper	739	Computer Equipment		S	1,035.62	7/31/2012	
Surface Tablet Pro	742	Computer Equipment	1.00	\$	1,832.74	10/19/2013	
SAA Accounting Server	743	Computer Equipment	11 11 water an exception for 2 to 2		3,547.09	12/5/2013	anna the second s
Dell Optiflex	750	Computer Equipment		\$	256.32	10/31/2014	padanga itt genäga a attanan at
Epson LQ-590 Impact Printer	751	Computer Equipment	i.	\$	302.97	12/30/2014	
Dell Latitude E6430	753	Computer Equipment	Ŧ	\$	1,162.77	12/31/2014	
Asus Intel Dual Core Celeron Laptop	755	Computer Equipment		\$	266.43	2/17/2015	
Optifiex 3040 Computer	762	Computer Equipment		\$	694.44	3/30/2016	

REMOVED INVENTORY			* * * *					
ate Removal Approved: 3/21/2024		8. 10		1.19			1	
sset Description	Barcode #	Category	Model #	Unit Cos	t	Date Acqui	red	Net Value
Ikay Water Cooler	458	Equipment		<b>.</b> \$	1,511.00		6/15/2000	
and and the second s	2584	Equipment			unknown		unknown	
testaurant Water Heater					unknown		unknown	0
virtield Regulator	51240	Equipment						
Titan Lav Service Cart	581	Equipment	, e an	\$	2,029.24	and the second second second second	8/6/2002	Alles a new second at a contract of
3 Radios	191	Radio/Electronic Equipment		\$	2,391.00		6/19/1997	
SateliteFone	623	Radio/Electronic Equipment	et breaket a transmitte an transmittere affinder	\$	3,177.58		12/2/2004	unter a summe a re i t
EMCI Pagers (6) with Charger	711	Radio/Electronic Equipment		<b>\$</b>	2,754.40	(	3/25/2010	£
H ·			e	(c) (10) (00)	8 - S	n e e		
	8 B.	The second se	and the second	an a	a	C		i
	×	-	x	12		R		3
	a colora evaluati al'atti dan como di unateri di			- Ba and - 9 ( 1 9 1 1 7		** * ** * ***********	t a laga successively and an	
and a second the second se				an set e c		8 1. M.M.	į D	a. A
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	****		а. С					15
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Stanley Wells, Secretary	PLANE AND A PLANE	•						1		

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# Sebring Airport Authority Agenda Item Summary

Meeting Date:	March 21, 2024
Presenter:	Mike Willingham
Agenda Item:	RFP 23-08 Perimeter Canal Cleaning Phase 2 – Award and Contract

**Background:** Staff advertised RFP 23-08 Perimeter Canal Cleaning Phase 2. Four bids were received and evaluated by AtkinReilas. All bids conformed to the RFP instructions. Texas Aquatic Harvesting, Inc. was deemed to be the most responsive, responsible low bidder. AtkinsReilas is recommending the award go to Texas Aquatic Harvesting, Inc.

**Requested Motion**: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract.

## **Board Action:**

Approved	<u>X</u>
Denied	
Tabled	



January 8, 2024

Mr. Mike Willingham Executive Director 128 Authority Lane Sebring, FL 33870

#### RE: Sebring Airport Perimeter Canal Maintenance Clearing Project Bid No. 23-08 Bid Award Recommendation

Dear Mr. Willingham,

On December 14, 2023, the Sebring Airport Authority received four (4) bids for the construction of the referenced project. The names, total fee for the contractors, and Engineer's Estimate are as follows:

	Texas Aquatic Harvesting, Inc.		M4 Contracting LLC	KDL Underground and Development	Engineer's Opinion
<b>Total Project Bid Price</b>	\$ 188,370.00	\$ 490,750.00	\$ 284,451.00	\$ 663,600.00	\$ 320,875.00

Per the instruction to bidders, each bid was evaluated with a weighted scoring based upon their transmittal letter, their submitted work plan, similar experience, personnel experience, and the bid pricing. Based on available funding, the Airport will only be awarding the base bid for the Project. The names, Base Bid fee for the contractors, their evaluation scores, and the Engineer's Estimate for just the Base Bid are as follows:

	Texas Aquatic Harvesting, Inc.		M4 Contracting LLC	KDL Underground and Development	Engineer's Opinion
<b>Total Project Bid Price</b>	\$ 75,575.00	\$ 186,400.00	\$ 126,000.00	\$ 328,500.00	\$ 139,800.00
<b>Evaluation Scores</b>	400	316	340	323	
Bid Ranking	1	4	2	3	

A detailed tabulation of the costs is enclosed.

Texas Aquatic Harvesting, Inc. submitted the lowest responsive bid in the amount of \$75,575.00 for the Base Bid. The lowest, qualified bid is approximately 46% lower than the engineer's \$139,800.00 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 Texas Aquatic Harvesting, Inc.

Sebring Airport Perimeter Canal Maintenance Clearing Project Bid Award Recommendation Page 2

Sincerely,

The Mchury

Kevin McCauley, PE Atkins Project Manager

c.c. Andrew Bennett Jami Olive



#### CONTRACT (SEF Perimeter Canal Maintenance)

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

1. **PREMISE**. SAA solicited sealed bids for removing vegetation and cleaning out the perimeter drainage canal located at the Sebring Regional Airport and Industrial Park. Contractor submitted the lowest and best bid and SAA would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

**WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, equipment, superintendence, security, insurance, testing, permitting and all other accessories and services necessary for the removal of vegetation, tress, soil, mulch and debris from the bottom of the channel section for a length of 2,330 linear feet as described in the Base Bid (herein collectively called the "Project" or the "Work"). The Work shall be performed in accordance with the conditions and prices stated in this contract, ITB #23-08, Airport Perimeter Canal Maintenance Clearing Design Drawings prepared by Atkins, Contractor's Bid Response Form and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

2. <u>CONTRACT PRICE AND PAYMENT</u>. SAA shall pay to Contractor Seventy-Five Thousand Five Hundred and Seventy-Five Dollars (\$75,575.00) for the completion of the Project. Upon Contractor's completion of the Work and application for payment, the Executive Director, or designee, will make an inspection and, if he finds the Work is acceptable under the contract, will submit the payment request to the SAA Board. All payments must be approved by the SAA Board.

3. <u>COMMENCEMENT AND COMPLETION DATES</u>. Contractor hereby agrees to commence Work under this contract within twenty (20) days from a notice to proceed from SAA. Contractor shall be responsible for completing all Work in an expedited manner to achieve substantial completion within sixty (60) calendar days thereafter and final completion of the Work within thirty (30) calendar days after substantial completion. Contractor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

4.1 Time is of the essence in this contract. Contractor and SAA acknowledge that in the event that Contractor fails to achieve final completion of the Work by the dates established therefor, SAA will incur substantial damages by loss of use and other damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that SAA would incur as a result of final completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of SAA for late completion of the Project and SAA hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of liquidated damages

calculated hereunder does not include any penalty.

4.2 If Contractor fails to achieve substantial completion of the Project on or before the date of substantial completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the Project on or before the date of final completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$50.00 per calendar day for each calendar day the date of final completion is delayed.

4. <u>CLEAN-UP AND REMOVAL OF DEBRIS</u>. Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations. Excavated material to be removed on the west bank and hauled to a stockpile location near the north end of the clearing effort. No equipment or machinery will be left on the property without prior approval of SAA. Equipment left overnight without approval will be removed and stored at Contractor's expense.

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

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

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

8. <u>INSPECTION</u>. Contractor has undertaken such inspections as it deems necessary to undertake the Project at the contract price set forth in paragraph 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prior to said expiration date. All certificates of insurance must be on file with and approved by SAA before the commencement of any work activities.

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

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

Contractor:SAA:James P. Vaughan, PresidentExecutive DirectorTexas Aquatic Harvesting, Inc.Sebring Airport AuthorityP.O. Box 4034128 Authority LaneLake Wales, FL 33859-4034Sebring, FL 33870

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

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

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

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

17.2 As more fully set forth in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for the periods described in the Contract Documents for the different components of the construction. Contractor shall promptly repair all defects at Contractor's expense. The term

"defects" shall not be construed as embracing damage arising from SAA's misuse or negligence, acts of God or normal wear and tear.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. <u>TIME.</u> Time is of the essence of this agreement.

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

AGREED TO this 21st day of March 2024.

## Two Witnesses as to SAA:

(Printed Name)

(Printed Name)

## SEBRING AIRPORT AUTHORITY, a

body politic and corporate of the State of Florida

By:

A Mark Andrews, as its Chair or Peter H. McDevitt, as its Vice Chair

Attest: □ Stanley Wells, as its, Socretary, Craig Johnson, as its mate seal) (core SEAL TEXAS AQUATICHA JNC., inn a Florida corporation By: James P. Vaughan as its President

Two Witnesses as to Contractor:

(Printed Name) Jiane Car (Rrinted Mame) moni

Jami Olive

Colin

KI

(corporate seal)

# Sebring Airport Authority Agenda Item Summary

Meeting Date:	March 21, 2024
Presenter:	Mike Willingham
Agenda Item:	Terminal Apron Rehabilitation Phase 2 – IPC Paving, LLC – Change Order (CO) #1

**Background:** October 2023 the Board executed contract with IPC Paving, LLC for the abovementioned project. Following is a breakdown of CO #1 to that contract.

The Base Bid apron work limits were reduced to align with the final FAA/FDOT grant funding amounts and adjusted to reflect the final as-built quantities to balance the contract. The Bid Alternate was completed removed from the scope of work.

These reductions and credits helped offset the additional costs associated with unforeseen circumstances explained below:

- The removal and replacement of a small area of unforeseen soft/unsuitable base material was
  required to achieve the project specified subgrade density.
- The installation of additional dowel bar baskets along the north end of the PCC replacement limits to meet the FAA-required joint type between PCC slabs.
- A credit of \$2.00/LF was provided for allowing IPC to utilize a silicone joint sealant in lieu of the preformed neoprene joint sealant at the proposed compression seal joint locations.
- The relocation of the remaining crushed concrete from the airside staging area within the AOA to a landside stockpile area.
- The addition of twenty-seven (27) aircraft tie downs to accommodate additional aircraft parking for tenants adjacent to the apron.

This CO results in a reduction to the contract of \$1,773,976.92.

**Requested Motion**: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute CO.

<b>Board Action:</b>	
Approved	_X
Denied	
Tabled	



## **SEBRING AIRPORT AUTHORITY**

128 Authority Lane Sebring, Florida 33870

## **CHANGE ORDER**

CHANGE ORDER #	01	AMOUNT \$	(4 772 076 02)	Extension of Time (Subst.):	0	Days
CHANGE ORDER #	01		(1,773,976.92)	Extension of Time (Final):	0	Days
PROJECT:	Terminal A	pron Rehabilitat	ion Phase 2	DATE	: 3/14/20	24
CONTRACTOR:	IPC Paving	I, LLC				
A/E:	AtkinsRéali	is				
DESCRIPTION OF CH	HANGE TO C	CONTRACT:				
The removal and repla achieve the project spe				itable base material was	required to	
Additional dowel bar b required joint type bet				nent limits were required	to meet the	FAA
The remaining crushe stockpile area – <b>\$8,55</b>		eded to be hau	led from the airside	staging area within the	AOA to a la	ndside
				nmodate additional aircr @ \$600/EA – <b>\$16,200.0</b>		or
DEDUCT						
A credit of \$2.00/LF was preformed neoprene jo	as provided f	or allowing IPC t the proposed o	to utilize a silicone compression seal jo	joint sealant in lieu of the bint locations – <b>(\$43,804</b> .	e plan specif <b>00)</b>	îed
Concrete Removal, Fu	ull-Depth (P-1	01-5.1) – 12,22	8.33 SY @ \$15/SY	′ — (\$183,424.95)		
Removal of Trench Dr	ain (P-120-4.	.1) – 154 LF @ \$	\$32/LF <b>- (\$4,928.0</b>	0)		
Unclassified Excavation	on (P-152-4.1	) – 3,657.53 CY	′@ \$15/CY – <b>(\$54</b>	,862.95)		
6-Inch Recycled Conc	rete Aggrega	ate Base Course	e (P-219-5.1) – 12,2	228.33 SY @ \$5/SY - <b>(\$</b> 6	61,141.65)	
9-Inch Portland Ceme	nt Concrete F	Pavement (P-50	1-8.1) - 11,509.37	SY @ \$95/SY - (\$1,093	,390.15)	
9-Inch Portland Ceme	nt Concrete I	Pavement (Rein	forced) (P-501-8.2)	) – 718.97 SY @ \$120/S	Y - <b>(\$86,27</b>	6.40)
Compression Joint Se	als for Concr	rete Pavement (l	P-604-6.1) – 16,14	3 LF @ \$7.65/LF - <b>(\$12</b> :	3,493.95)	
Apron And Taxiway P	ainting, Yello	w, With Reflectiv	ve Beads (P-620-5	.1) – 33 SF @ \$3/SF – (\$	\$99.00)	
Apron And Taxiway P	ainting, Black	k, Without Reflect	ctive Beads (P-629	-8.1) – 75.50 SF @ \$1.5	0/SF – <b>(\$1</b> 1	3.25)
Tranch Davis 408 (Mil		Pated) (D_702_5				
Trench Drain, 12" (IVIII	nimum H20 R	(aleu) (D-102-3.	.1) – 395 LF @ \$40	0/LF <b>- (\$158,000.00)</b>		

REASON FOR CHANGE: The Base Bid apron work limits were reduced to align with the final FAA/FDOT grant funding amounts and adjusted to reflect the final as-built quantities to balance the contract. The Bid Alternate was completed removed from the scope of work. These reductions helped offset the additional costs associated with the unforeseen circumstances explained in the Description of Change to Contract section above. The pay items, unit costs, and quantities associated with the Change Order are shown on the attached Schedule of Values.

SOURCE OF FUNDS:

Is above change within the intended scope of the original contract? Yes  $\boxtimes$  No  $\square$ 

(a) Original Contract Amour	Original Contract Amount				
(b) Previous Approved CO	Previous Approved CO or Amendment		\$ 0.00		
(c) Change Contract Amour	c) Change Contract Amount By			\$	(1,773,976.92)
(d) New Contract Amount (d	Amount (d = $a + b + c$ )			\$	3,541,278.08
IPC Paving, LLC	AtkinsRéalis Serafina Schwere	Digitally signed by Serains Schwerer, D DR. CAUS. F. El Swardin 20 werg Schrageball con, CR-Samira Schwarz, CP Date 2024 03 14 13 22 42 04 00	Sebring Ai	irport A	uthority
Date: 3/14/2024	Date: 3/14/202	24	D Michael Date: 3/2	Willingh 1/2024	am

## **RESOLUTION SAA 24-02**

## A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S24-02 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 S24-02 as presented.

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

PASSED AND ADOPTED this 21st day of March 2024.



SEBRING AIRPORT AUTHORITY

By:

Mike Willingham, Ex. Director

	M						
			SEBRING AIRPO BUDGET AMEND				
3/21/2024		EFFE	CTIVE ACCOUNTING	PERIOD: JANUARY	2024	SUBMITTED BY: SIGNED BY:	Colleen Pionsky Rost
							allentry
REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
SAA	331-630-121	FED REV FEMA SUBAWARD CAT E IAN	s -	\$ 2,627.09	s -	\$ 2,627.09	ADJUST FEDERAL REVENUE
		STATE REV FEMA SUBAWARD CAT E		122			
SAA	334-610-121		s -	<u>s</u> -	\$ (1,313.55)	\$ (1,313.55)	ADJUST STATE REVENUE
SAA	334-610-125	STATE REV CONDUCT WILDLIFE ASSESSMENT	s -	\$ 3,600.00	s -	\$ 3,600.00	UNBUDGETED
SAA	360-000-SAA	MISCELLANEOUS REVENUE	\$ 73,000.00	\$ 92,000.00	s -	\$ 165,000.00	BUDGET UNDERSTATED
SAA	366-901-SAA	WORLD FUEL SPONSORSHIP AVIATION EDUCATION	s -	\$ 7,500.00			UNBUDGETED
	500-501-5AA			• 1,000.00	•	• 1,000.00	
Total Revenue Increas	e/Decrease		\$ 73,000.00	\$ 105,727.09	\$ (1,313.55)	\$ 177,413.54	
COST CENTER (ex	(penses)						
FBO	512-145-FBO	POLLUTION INSURANCE TRUCKS	\$ -	\$ 7,815.00	<u>\$</u> -	\$ 7,815.00	UNBUDGETED
7-4-1 F							· · · · · · · · · · · · · · · · · · ·
Total Expenses Increas	se/Decrease		s -	\$ 7,815.00	<u>s</u> .	\$ -	
Capital Expenditures Adjustments							
						<u> </u>	
			Prior Month Budgeted Operating	Current Month Revenue - Inc/(Dec)	Current Month Expense -	Revised Budgeted	
			Reserve		Inc/(Dec)	Operating Reserve	
			\$324,742.71	\$ 104,413.54	\$ 7,815.00	\$421,341.2	5
REQUEST #:	S24-02			BOARD APPROVAL:			
TRANSFER TYPE:				Executive Director	11 /		
		OPERATING RESERVE					

# Executive Director's REPORT







Sebring News | March 2024

## SEBRING AIRPORT UPDATES



#### **Apron Reconstruction**

Apron paving has been completed and project is substantially complete. Punchlist work and project closeout is anticipated to be completed by the end of April.

#### **Insurance RFP**

Draft procurement document almost completed. We will advertise very soon.

#### Airev

Staff is working with Airev on using Sebring as a research and development site for their eVOTL, Air One. Representatives of the Israeli based company will be on site the week of March 25th.



#### **Runway 1 Threshold Markings**

Contractor was on site March 2 and completed the marking removal and re-painting required at the Runway 1 end to address FDOT inspection issues.

#### **Hurricane Ian Repairs**

Insulation for Building 735 is complete; contractor is waiting for metal siding to complete repair. Tannery Building materials anticipated for delivery on March 25, and contractor is scheduled to begin installation on March 26.

#### **High Mast Lighting**

A 60% Plan review meeting was held on February 29, 2024. Comments from the meeting will be included in the 100% plans that will be reviewed in May. Bidding will be conducted in June so that we can request FDOT funding in July (FDOT FY2025).

#### **12 Hours of Sebring Lift Safety**

As the Board is aware, the responsibility for life safety inspections at the Airport falls under the purview of SAA. These inspections are carried out by our trusted consultant, Coastal Fire Safety, LLC. Their thorough evaluations ensure that all raceway facilities, vendors' stalls, exhibitor spaces, concession booths, tents, and exhibits adhere to strict fire codes and life safety regulations. Additionally, they provide valuable recommendations to ensure compliance with current building standards during major race events. We are pleased to report that our consultant has deemed this latest inspection as the most successful yet!

## eVTOL Electric Charging Infrastructure

Staff is working with several vendors on this project. We have also met several times with Duke Energy.

#### FDOT/FAA

Andrew and I have meetings scheduled with the FAA and FDOT regarding our Work Program in April.

#### PLANNING FOR ADVANCED AIR MOBILITY

CAMI is pleased to announce the release of <u>Planning for</u> <u>Advanced Air Mobility</u>. This report, published by the American Planning Association and the Mineta Transportation Institute, was co-authored by CAMI board member and expert contributor Adam Cohen, Dr. Susan Shaheen of UC Berkeley's Transportation Sustainability Research Center, and CAMI Thanks to partial funding from the Mineta Transportation Institute through a grant from the U.S. Department of Transportation's University Transportation Centers Program, this report is available to all free of charge.

CAMI wishes to thank additional expert contributors who authored sidebars and perspective pieces, including Huffman (North Central Texas Council of Governments), Todd Petersen (Aviator and Technology Consultant), and Clint Harper, C.M. (AAM Infrastructure and Community Integration Advocate).

Finally, CAMI thanks all of its members for supporting this type of programming. We couldn't do it without you!

Look for a calendar invite to



executive director Yolanka Wulff. The report covers planning and policy aspects of AAM, including foundational concepts, potential challenges, social equity, infrastructure and multimodal integration. Planners and policy makers as well as industry members will find valuable insights and recommendations in this guide. Colleen D'Allesandro (Federal Aviation Administration), Nancy Mendonca (National Aeronautics and Space Administration), Gabriela Juarez, AICP (City of Los Angeles), Paul Stith (Black & Veatch), Darrell Swanson (EAMaven), Shahab Hasan (Crown Consulting Inc.), Pavan Yedavalli (Wisk Aero), Jacques Coulon (City of Orlando), Ernest an upcoming Urban Air Policy Collaborative Forum featuring this report and its authors.

#### SEBRING'S GIRLS IN AVIATION DAY A HUGE SUCCESS!

#### Janice Rearick Reporting



We extend our heartfelt gratitude to everyone who contributed to the success of our fourth Girls Day at SAA. Your unwavering support ensured another memorable event.

With a total of thirty participants on our attendance roster, the workload was perfectly manageable for our volunteers spread across six engaging stations of lessons and experiences. This year marked a significant milestone as we were able to welcome girls from not just one, but two Girl Scout troops, along with six attendees from the Avon Park Boys & Girls Club, thanks to aligned schedules and calendars.

We were delighted to have the Highlands News reporter cover the event with professionalism and genuine interest. The introduction of the Xennial virtual reality (VR) experience was a big hit among the kids, rivaling the perennial favorite, the Red Bird simulator. EAA Chapter 1240 extended invitations to their upcoming pancake breakfast alongside Gary Garrett, ensured smooth operations, guidance, and education throughout the day, creating a vibrant atmosphere of learning and excitement.

Special recognition goes to the Airport FBO staff, including Jamie, Rachel, Ruben, and Brandon, whose to ensure a safe pathway for attendees to explore the airplanes. And a heartfelt thank you to Bev for her thoughtful provision of cookies and sodas, adding to the overall enjoyment of the event.

We extend our appreciation to Mike and the Airport Board of Directors for their ongoing





and Young Eagles flights, while Phil showcased the yellow & black AirCam, providing insights into aircraft components. The presence of seven 99s members, exceptional service ensured that all arrangements were in place the night before, facilitating a seamless Saturday morning. Andrew and Luis skillfully positioned the crash truck support of initiatives like Girls Girls in Aviation Day. Your commitment to providing such valuable outreach opportunities demonstrates a dedication to inspiring future generations. As Mike eloquently stated years ago, these events offer children the chance to envision possibilities they may never have considered, thereby shaping their aspirations for the future. Each Girls in Aviation Day at SAA represents another invaluable opportunity to ignite these dreams.

Together, we continue to make a meaningful difference in the lives of young aviators.





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

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

## SITE MAP

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

Existing Industrial Park

# ACCELERATE YOUR BUSINESS'S POTENTIAL