

**Sebring Regional Airport & Industrial Park  
Community Redevelopment Agency  
Commission Meeting Agenda  
February 17, 2022**

**Following SAA Board Meeting**

**Hendricks Field Center  
Sebring Airside Center**

**1. OPENING ITEMS**

- a) **Call to Order**
- b) **Roll Call**

**2. CONSENT AGENDA**

- a) **Approve January 2022 Minutes**
- b) **Approve January 2022 Invoices**

**3. ACTION ITEMS**

- a) **Interlocal Agreement – Terminal HVAC Relocations/Improvements**

**4. MISCELLANEOUS**

Berk Edwards to Present  
CRA Plan Amendment Public Hearing – Commission Chambers March 1, 2022

**5. BOARD OF COMMISSIONERS' BUSINESS**

Ethics Training - Go to : <https://www.floridaleagueofcities.com/continuing-education-in-ethics>  
Board Nominations: Johnson, McDevitt and Valentine

**6. CONCERNS OF THE PUBLIC**

**7. EMERGENCY BUSINESS**

**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 interested if the come in after the agenda deadline.

**SEBRING REGIONAL AIRPORT & INDUSTRIAL PARK  
COMMUNITY REDEVELOPMENT AGENCY MEETING  
January 20,2022**

The Sebring Regional Airport & Industrial Park Community Redevelopment Agency Board of Commissioners held a in person and telephonic-technology conference call meeting January 20, 2022 at 1:17 p.m. A quorum was met, and the following were in attendance:

Pete McDevitt	-	Chairman
Carl Cool	-	Vice Chairman
Mark Andrews	-	Secretary
Craig Johnson	-	Board Member
Terrill Morris	-	Board Member
Stanley Wells	-	Board Member

Also

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

**1. OPENING ITEMS**

**A. Call to Order**

The CRA Meeting was called to order at 1:17p.m.

**B. Roll Call**

Mark Andrews, Pete McDevitt, Carl Cool, Terrill Morris, Craig Johnson and Stanley Wells were present in person. Sid Valentine was absent.

**2. CONSENT AGENDA**

**Approve the Consent Agenda:**

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

**3. ACTION ITEMS**


**4. MISCELLANEOUS**

**5. BOARD OF COMMISSIONERS' BUSINESS**

**6. CONCERNS OF THE PUBLIC**

**7. ADJOURNMENT**

Meeting was adjourned at 1:21 p.m.

  
\_\_\_\_\_  
Mike Willingham, Ex. Director

2-17-22  
\_\_\_\_\_  
Approved by Board

Accounts Payable Aged Invoice Report  
 Open Invoices - Aged by Invoice Date - As of 2/10/2022  
 Sebring Airport Authority (CRA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>EDWMED Edwards Mediation &amp; General Counsel Services, PLLC</b>									
488	12/31/2021	1/30/2022	180.00	180.00	0.00	0.00	0.00	0.00	CRA: December 2021 Legal Services for CRA
	<b>Vendor EDWMED Totals:</b>		<u>180.00</u>	<u>180.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
	<b>Report Totals:</b>		<u><u>180.00</u></u>	<u><u>180.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**Sebring Regional Airport & Industrial Park  
Community Redevelopment Agency  
AGENDA ITEM SUMMARY**

**MEETING DATE:** February 17, 2022

**PRESENTER:** Mike Willingham

**AGENDA ITEM:** Interlocal Agreement between CRA and SAA  
Terminal HVAC Relocation Project

**BACKGROUND:** This Interlocal Agreement between the CRA and SAA is for the relocation of the Terminal HVAC units. This project is an approved project within the CRA Updated Plan.

**REQUESTED MOTION:** Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute Interlocal Agreement.

**BOARD ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

Prepared by and Return to:

Sebring Airport Authority  
128 Authority Lane  
Sebring, Florida 33870

## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is entered into this 17<sup>th</sup> day of February, 2021, between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law (herein referred to as “SAA”) and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as “CRA”).

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

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

**WHEREAS**, within the Property, the SAA is required to update its Minimum Standards as necessary for the operation of the Sebring Regional Airport and Industrial Park (herein referred to as the “Park”); and

**WHEREAS**, the updating of the SAA’s Minimum Standards as necessary for the operation of the Park will encourage and benefit economic development and will assist the SAA’s and CRA’s ability to attract additional development in the Park; and

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

**WHEREAS**, the SAA has issued Invitation to Bid #21-04 requesting proposals for the relocation and improvements of and to the HVAC system at the Property’s Terminal Buildings; and

**WHEREAS**, proposals in response to the SAA’s Invitation to Bid #21-04 are due on December 14, 2021; and

**WHEREAS**, the SAA has requested the CRA to fund the relocation and improvements of and to the HVAC system in the Property’s Terminal Building, an Airside Center Improvement project specifically identified in the Plan (the “Project”); and

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

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

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

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

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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

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

3. **PROJECT ASSISTANCE PAYMENTS.** The CRA finds that payment of funds in the amount of Sixty Four Thousand Five Hundred Seventy No/100ths Dollars (\$64,570.00) for the Project will benefit and enhance the CRA Area, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.

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

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

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

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

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

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

7. **HOLD HARMLESS.** SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the SAA’s obligations contained herein to contract and supervise the

Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

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

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

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

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

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

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

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

ATTEST:



Mark Andrews, Secretary

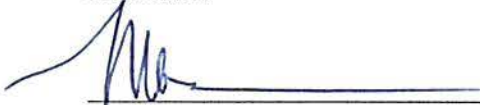
**SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law

By: Peter H. McDevitt

Peter H. McDevitt, Chairman

Date: 2-17-21

ATTEST:



Mark Andrews, Secretary

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

By: Peter H. McDevitt

Peter H. McDevitt, Chairman

Date: 2-17-21