

**Sebring Regional Airport & Industrial Park  
Community Redevelopment Agency  
Commission Meeting Agenda  
June 16, 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 May 2022 Minutes
  
- 3. ACTION ITEMS**
  - a) Interlocal Agreement – Highlands County School Board
  
- 4. MISCELLANEOUS**
  
- 5. BOARD OF COMMISSIONERS' BUSINESS**
  
- 6. CONCERNS OF THE PUBLIC**
  
- 7. ADJOURNMENT**

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glamer, 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  
May 19, 2022**

The Sebring Regional Airport & Industrial Park Community Redevelopment Agency Board of Commissioners held a in person and telephonic-technology conference call meeting May 19, 2022 at 1:15 p.m. A quorum was met, and the following were in attendance:

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

Also

Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Jason Ali	-	FBO Manager
Bob Swaine	-	Swaine and Harris
Kathy Rapp	-	HCBOCC Liaison
Lenard Carlisle	-	City of Sebring Liaison
Berk Edwards	-	Edward Mediation
Craig Sucich	-	Avcon
Kevin McCauley	-	Atkins
Eric Menger	-	Hanson, Inc.

**1. OPENING ITEMS**

**A. Call to Order**

The CRA Meeting was called to order at 1:15p.m.

**B. Roll Call**

Pete McDevitt, Carl Cool, Terrill Morris, Craig Johnson and Stanley Wells were present in person.

**2. CONSENT AGENDA**

**Approve the Consent Agenda:**

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

**3. ACTION ITEMS**

**A. Interlocal Agreement – Haywood Taylor Blvd Resurfacing Project**

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

**4. MISCELLANEOUS**

Carl Cool asked that next month there be an agenda item to discuss the CRA 2022 – 2023 Budget to include Carroll Shelby Reconstruction

**5. BOARD OF COMMISSIONERS' BUSINESS**

**6. CONCERNS OF THE PUBLIC**

**7. ADJOURNMENT**

Meeting was adjourned at 1:28 p.m.



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Mike Willingham, Ex. Director

6-16-22  
Approved by Board

Prepared by and Return to:

Sebring Airport Authority  
128 Authority Lane  
Sebring, Florida 33870

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is entered into this 16th day of June 2022, between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law (herein referred to as “SAA”) and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as “CRA”).

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

**WHEREAS**, the CRA has determined that the use of tax increment revenues in the Park to provide economic development incentives is appropriate and consistent with the Community Redevelopment Plan, as updated March 2, 2022 (the “Plan”); and

**WHEREAS**, the SAA has been asked to lease space in the Park to the School Board of Highlands County, Florida (the “School Board”) for it to locate a manufactured home to be utilized for classroom studies on aeronautical engineering and other courses (the “Premises”) in partnership with Embry Riddle Aeronautical University and Lockwood Aviation; and

**WHEREAS**, the SAA is entering into a Commercial Lease with the School Board for a term of twelve (12) months for the Premises whereby the SAA shall reimburse the School Board for its lease payments of \$2,442.00 per month during the term of the lease (the “Lease”), for a total rent during the term of the Lease in the amount of \$29,304.00; and

**WHEREAS**, pursuant to the terms of the Lease, the SAA will have use of the Premises and its state-of-the-art training facility when the School Board program is not using the Premises on Monday and Wednesday mornings during the school year, as well as other times as permitted by the School Board; and

**WHEREAS**, with an onsite aeronautical engineering program and training facility, the Premises is an additional resource for the Park and a positive industry recruitment tool for the SAA and CRA; and

**WHEREAS**, the SAA has requested the CRA provide financial assistance with respect to the lease payments under the Lease; and

**WHEREAS**, at a public meeting of the CRA on May 19, 2022, the CRA voted to approve financial assistance for the Lease; and

**WHEREAS**, the CRA finds that the Lease and Premises will further economic development within the Park, and financial assistance for the Lease is consistent with and in furtherance of the Plan; and

**WHEREAS**, the SAA and the CRA find that the Lease is a reasonable and necessary undertaking for the SAA, and that financial assistance for the Lease 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 Twenty One Thousand Eight Hundred Four and No/100ths Dollars (\$21,804.00) for rent reimbursement to the SAA for the Lease 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 with respect to the Lease and



Premises. 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 Lease and Premises.

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 rental payments for the Lease 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 Premises at any reasonable time during the term of the Lease, as well as the right to audit any and all financial records pertaining to the Lease and Premises 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 DATE.** 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 fostering of economic development incentives and will benefit property located within the CRA Redevelopment Area and will benefit the CRA.

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

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

ATTEST:

  
Sid Valentine, Secretary

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

By:   
Carl Cool, Chairman  
Date: 6-16-22

ATTEST:

  
Sid Valentine, 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:   
Carl Cool, Chairman  
Date: 6-16-22