

**Sebring Regional Airport & Industrial Park
Community Redevelopment Agency
Commission Meeting Agenda
October 19, 2023**

Following SAA Board Meeting

**Hendricks Field Center
Sebring Airside Center**

- 1. OPENING ITEMS**
 - a) Call to Order**
 - b) Roll Call**
 - c) Set the Agenda**
- 2. CONSENT AGENDA**
 - a) Approve September 2023 Minutes and Invoices**
- 3. ACTION ITEMS**
 - a) Interlocal Agreement – SAA/CRA - Hurricane IAN Project**
 - b) CRA Resolution 23-03 Approving Budget Amendment C23-02**
- 4. MISCELLANEOUS**
- 5. BOARD OF COMMISSIONERS' BUSINESS**
- 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 considered if they come in after the agenda deadline.

**SEBRING REGIONAL AIRPORT & INDUSTRIAL PARK
COMMUNITY REDEVELOPMENT AGENCY MEETING
September 21, 2023**

The Sebring Regional Airport & Industrial Park Community Redevelopment Agency Board of Commissioners held an in person and telephonic-technology conference call meeting September 21, 2023, at 1:50 p.m. A quorum was met, and the following were in attendance:

Mark Andrews	-	Chairman
Pete McDevitt	-	Vice Chairman
Stanley Wells	-	Secretary
Brent Ferns	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Tim Rolland	-	SpringLake HOA Board Member
Eric Menger	-	Hanson, Inc.
Kevin McCauley	-	Atkins
Craig Sucich	-	RS&H
Jack Thompson	-	Avcon
Joann Gaskins	-	CareerSource Highlands

1. OPENING ITEMS

A. Call to Order

The CRA Meeting was called to order at 1:50 p.m.

B. Roll Call

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

2. CONSENT AGENDA

Approve the Consent Agenda:

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

3. ACTION ITEMS

A. CliftonLarsonAllen -Statement of Work – Audit and Examination Services

This item was presented by Colleen Plonsky. There was a motion by Stanley Wells to approve the item with a second by Pete McDevitt. The motion was passed with aye votes by Wells, McDevitt, Andrews, and Ferns.

B. Resolution 23-10 Approving Budget 2023-2024

This item was presented by Colleen Plonsky. There was a motion by Pete McDevitt to approve the item with a second by Brent Ferns. The motion was passed with aye votes by Wells, McDevitt, Andrews, and Ferns.

4. MISCELLANEOUS

5. BOARD OF COMMISSIONERS' BUSINESS

6. CONCERNS OF THE PUBLIC

7. ADJOURNMENT

The meeting was adjourned at 1:55 p.m.



Mike Willingham, Ex. Director

10.19.23

Approved by Board

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 10/12/2023
Sebring Airport Authority (CRA)

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CLIFTON CliftonLarsonAllen 3907109	10/4/2023	11/3/2023	1,575.00	1,575.00	0.00	0.00	0.00	0.00	CRA: Progress Billing for Services Rendered for the 2022-2023 CRA Audit
Vendor CLIFTON Totals:			<u>1,575.00</u>	<u>1,575.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>1,575.00</u></u>	<u><u>1,575.00</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>	

Prepared by and Return to:

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 19th day of October 2023, 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 maintenance of existing infrastructure and facilities therein to meet projected airport demands is appropriate and consistent with the Community Redevelopment Plan, as updated March 2, 2022 (the “Plan”); and

WHEREAS, the SAA put out for bid a project entitled “Hurricane Ian Multi-Building Repair” to address damage to existing buildings and facilities in the Park as a result of impact from Hurricane Ian (the “Project”); and

WHEREAS, Clyde Johnson Contracting & Roofing, Inc., a Florida corporation, the surviving entity after merger with Dickerson Florida, Inc. (the “Contractor”), was determined by the SAA to be the lowest and responsive bid for the Project; and

WHEREAS, the SAA and Contractor entered into a Contract dated July 20, 2023 in the amount of \$830,000.00 with respect to the Project (the “Contract”); and

WHEREAS, the SAA has requested the CRA provide financial assistance with respect to Contract and payments due thereunder to the Contractor; and

WHEREAS, at a public meeting of the CRA on October 19, 2023, the CRA voted to approve financial assistance for the Contract; and

WHEREAS, the CRA finds that the Contract and the scope of work being performed thereunder will further economic development within the Park, will further maintenance and rehabilitation of facilities therein, and that financial assistance for the Contract is consistent with and in furtherance of the Plan; and

WHEREAS, the SAA and the CRA find that the Contract is a reasonable and necessary undertaking for the SAA, and that financial assistance with the Contract 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 to be due and payable under the Contract in the amount of \$330,275.00 for Building 727 Roof and \$394,837.00 for Building 735 Roof upon substantial completion of Contractor's work in accordance with the Contract will benefit and enhance the CRA Area, and that financial assistance to the 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 Contract. 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 Contract and premises upon which Contractor's work under the Contract will be performed.

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 payments made to the Contractor under the Contract 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 scope of Contractor's work under the Contract, as well as the right to audit any and all financial records pertaining to the Contract and payments made hereunder 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.

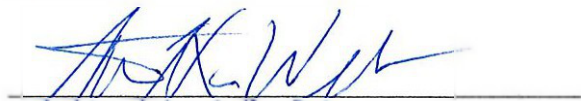
ATTEST:


Stanley Wells, Secretary

SEBRING AIRPORT AUTHORITY, a body politic created by Florida law

By: 
Mark Andrews, Chairman
Date: 10.14.23

ATTEST:


Stanley Wells, 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: 
Mark Andrews, Chairman
Date: 10.19.23

RESOLUTION CRA 23-03

A RESOLUTION OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY TO APPROVE AMENDMENT C23-02 TO THE 2022-2023 CRA BUDGET.

WHEREAS, The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) 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 CRA Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The CRA hereby approves the 2022-2023 Budget Amendment C23-02 presented.

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

PASSED AND ADOPTED this 19th of October 2023 **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**



By: 
Mike Willingham, Ex. Director

SEBRING REGIONAL AIRPORT AND COMMUNITY REDEVELOPMENT AGENCY
BUDGET AMENDMENT # CRA C23-02
EFFECTIVE ACCOUNTING PERIOD: August 31, 2023

10/19/2023

SUBMITTED BY: Colleen Plonsky
SIGNATURE: 

CENTER	ACCOUNT	ACCOUNT NAME	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET	Reason:
REVENUE			\$		\$		
COST CENTER (expenses)	512-092-CRA	CRA Agreements(SAA)	\$	\$ 1,393,126.00	\$	1,393,126.00	Budget Understated
	542-301-CRA	Haywood Taylor Resurfacing	\$ 1,346,531.00	\$ 46,595.00	\$ (1,393,126.00)	\$	Project Complete
	542-304-CRA	Airfield Drainage Project	\$ 328,356.00	\$	\$ (46,595.00)	\$ 281,761.00	Budget Adjustment
		Total Increase/(Decrease)	\$			\$	
		Budgeted Operating Reserve	\$ 1,674,887.00	\$ 1,439,721.00	\$ (1,439,721.00)	\$ 1,674,887.00	

BOARD APPROVAL:

- ITEM TO ITEM
- OPERATING RESERVE
- BY RESOLUTION # CRA 23-03

REQUEST #: CRA C28-02

TRANSFER TYPE:

Executive Director 

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Wells, Stanley	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Sebring Airport Authority and Sebring Regional Airport and Industrial Park Redevelopment Agency
MAILING ADDRESS 1600 US Hwy 27S	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Avon Park, FL 33825	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
COUNTY Highlands	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
	<input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Stanley Wells, hereby disclose that on 10-19-23, 20 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

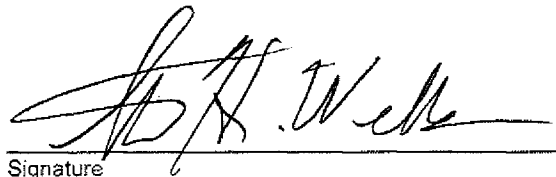
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Board Member of Heartland National Bank

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

10-19-23

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.