

RESOLUTION NUMBER 21-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A LICENSE AGREEMENT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF FORT MYERS BEACH REGARDING THE TEMPORARY USE OF LEE COUNTY'S SEAFARER'S PROPERTY FOR STAGING; AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT BY THE TOWN MANAGER AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE LICENSE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, both the Lee County and the Town are duly empowered pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, Lee County is the owner of certain real property located at 1113 Estero Boulevard, Fort Myers Beach, FL. 33931 ("Seafarer's Property"); and

WHEREAS, Lee County and the Town are entering into this License Agreement to provide for the shared use of the Seafarer's Property ("Agreement").

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Agreement attached hereto as Exhibit "A", between Lee County and Town, regarding the shared use of the Seafarer's Property is approved. The Town Manager is authorized to execute the Agreement on behalf of the Town and all appropriate Town officials are authorized to take all necessary steps to implement the Agreement.

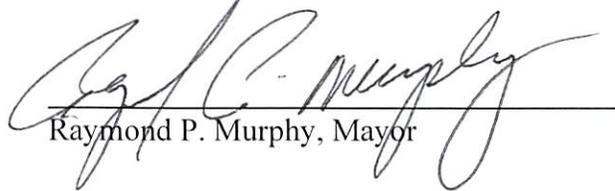
Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Hosafros and seconded by Council Member Veach, and upon being put to a vote, the result was as follows:

Raymond P. Murphy, Mayor	aye
Rexann Hosafros, Vice Mayor	aye
Dan Allers, Council Member	aye
Bill Veach, Council Member	aye
Jim Atterholt, Council Member	aye

ADOPTED this 16th day of August 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH



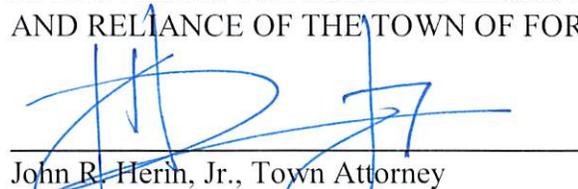
Raymond P. Murphy, Mayor

ATTEST:



Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:



John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 16th day of August 2021.

PERMISSIVE USE LICENSE AGREEMENT

THIS LICENSE made and entered into this _____ day of _____, 2021, by and between **Lee County**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398 (hereinafter referred to as "**COUNTY**") and the **Town of Fort Myers Beach**, a Florida Municipal Corporation, whose address is 2525 Estero Boulevard, Fort Myers Beach, FL 33902-0398 and **Ajax Paving Industries of Florida, LLC**, A Florida Limited Liability Company, whose address is One Ajax Drive, North Venice, FL 34725 (Town of Fort Myers Beach and Ajax Paving Industries of Florida, LLC are hereinafter collectively referred to as "**LICENSEE**"); and

WHEREAS, **COUNTY** is the owner of certain property in the Town of Fort Myers Beach, Lee County, Florida, located at 1113 Estero Boulevard, Fort Myers Beach, Florida and being further identified as Strap #24-46-23-W3-00206.0010 ("Parcel"); and

WHEREAS, **LICENSEE** is desirous of obtaining permission to use, as hereinafter provided, a portion of said Parcel of the **COUNTY**.

NOW, THEREFORE, in consideration of the covenants to be kept and performed by each of the parties hereto, and the sum of One Dollar (\$1.00) cash in hand paid by the **LICENSEE** to the **COUNTY**, receipt of which is hereby acknowledged, and further consideration as herein provided, it is agreed as follows:

- (1) **USE – COUNTY**, subject to the conditions herein expressed, does hereby grant unto the **LICENSEE** the privilege and license to use the area indicated in Exhibit "A" of the above-described Parcel ("Site Area") for the temporary storage of materials and equipment associated with the Town of Fort Myers Beach signalization project to install a signal at the intersection of Old San Carlos Blvd. and Estero Blvd on Fort Myers Beach, Florida.

LICENSEE will be responsible for properly securing the Site Area, including but not limited to installing any screening and fencing along all sides of the Site Area that may be required by local rules and regulations. **LICENSEE** will be responsible for providing access control to the Site Area through the westerly boundary at 5th Avenue. **LICENSEE** will be responsible to restore said Site Area to as good or better condition than that which existed prior to its use. **LICENSEE** will be responsible for the removal of existing fencing, if necessary, and restoration of same.

LICENSEE will be responsible to ensure there is no contaminates from any materials stored or used on the Site Area, including sludge from drilling operations. If any contamination occurs, **LICENSEE** will immediately remediate. **LICENSEE** will not be permitted to store or handle any petroleum products on the above-described land. Notwithstanding the foregoing, **LICENSEE** and/or its contractors may park vehicles and equipment at the Site Area that contain petroleum for the sole use of such vehicles and equipment.

This License will be for a period commencing at 3:00 PM on August 17, 2021 and terminating on or before November 30, 2021. **LICENSEE** agrees that this license is personal to the **LICENSEE** and is not assignable without the express written consent of the **COUNTY**.

- (2) **CONSIDERATION** - **LICENSEE** will pay as consideration for this License One (\$1.00) Dollar, net of any applicable tax, payable on or before the date of commencement of this agreement, for said license and privilege.
- (3) **RESTRICTION** – The license and privilege granted **LICENSEE** under this License will be exercised only on the subject property of **COUNTY** and upon no other property.
- (4) **INDEMNIFICATION** – **LICENSEE** agrees to indemnify, defend and hold harmless **COUNTY**, it's officers and employees from and against all claims whatsoever arising from any act, omission or negligence of **LICENSEE** or **LICENSEE**'s contractors, licensees, agents, invitees, guests, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person during the term hereof in or about the lands where such accident, damage or injury results or is claimed to have resulted from any act or omission on the part of **LICENSEE** or **LICENSEE**'s contractors, licensees, agents, invitees, guests, servants or employees. This indemnity and hold harmless agreement shall include indemnity against all costs and expenses incurred by **COUNTY**, including attorney fees incurred in or in connection with any such claim or proceedings brought thereon and the defense thereof.
- (5) **INSURANCE** – **LICENSEE** must maintain insurance consistent with the requirements set forth in the attached Exhibit "B". **LICENSEE** will provide a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such coverage, for the term of this License. **LICENSEE** will be responsible for assuring that the insurance remains in force and uninterrupted for the duration of the License. Lee County Board of County Commissioners must be named as a Certificate Holder and Additional Insured on the insurance policy.
- (6) **LIENS** – **LICENSEE** will not incur any indebtedness giving right to a lien of any kind upon the **COUNTY**'s interest in and to lands described herein. **COUNTY**'s interest will not be subject to liens for improvements made by the **LICENSEE** on the lands described herein. In the event any liens are filed, due to improvements made by the **LICENSEE**, the **LICENSEE** will immediately discharge said lien by such manner as permitted by law.
- (7) **ENJOYMENT** – Nothing herein contained will be construed as limiting the **COUNTY** from having the full use and enjoyment of its lands, save only as to the rights granted to the **LICENSEE** by the terms of this License, and nothing herein contained will be construed or interpreted as granting anything to **LICENSEE** other than use of the property provided herein.
- (8) **BREACH** – In the event of any breach or non-performance of any of the covenants, agreements, terms or conditions to be performed by **LICENSEE**, and said breach or non-performance continues for one day, **COUNTY** has the right to declare this License terminated and to re-enter the property and remove **LICENSEE** and its respective property therefrom, and **LICENSEE** agrees to peacefully vacate said property and pay all costs, including reasonable attorneys' fees, that may be incurred by **COUNTY** in enforcing the covenants, agreements, terms and conditions of this License.

No rights or property interests are granted to or created in the **LICENSEE** by this License except as otherwise provided herein. The granting of this License is only as an accommodation to the **LICENSEE**.

- (9) **ENTIRE AGREEMENT** – It is understood and agreed that this License sets forth all the covenants, agreements, terms and conditions between the parties and that there are no other oral or written agreements between them.
- (10) **AMENDMENT** – It is further understood that no subsequent amendments, alterations or additions to this License will be binding upon the parties hereto unless reduced to writing and executed by said parties.
- (11) **GOVERNING LAW** – **COUNTY** and **LICENSEE** agree that this License will be governed by and construed under the laws of the State of Florida.
- (12) **ASSIGNMENT** –**LICENSEE** will not transfer or assign its interest or rights provided in this License, nor attempt to grant any sub-license to any persons whom so-ever without the written consent of the **COUNTY**. The consent of the **COUNTY** will be at the **COUNTY**'s sole discretion.
- (13) **NOTICE** – All notices or request between the parties will be in writing and will be deemed to have been duly given or served by either personally delivered (deemed given same day), delivered via private local courier services (deemed given same day), sent via fed ex or other nationally recognized overnight delivery service (deemed given on the next business day after deposit with the service), or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid (deemed given on the fourth business day after deposit in the mail) addressed as follows:

TO THE COUNTY:

LEE COUNTY DEPARTMENT OF COUNTY LANDS
Attn: Director Robert Clemens
PO Box 398
Fort Myers, FL 33902-0398
OR
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
239-533-8747
clemenrg@leegov.com

TO THE LICENSEE:

Town of Fort Myers Beach
Attn: Chelsea O'Riley, Public Works Director
2525 Estero Boulevard
Fort Myers Beach, FL 33931
239-765-0202, ext. 1700
chelsea@fmbgov.com

and

Ajax Paving Industries of Florida, LLC
Attn: Christie A. Alvaro, Secretary
510 Gene Green Road
Nokomis, FL 34275
941-650-3046
calvaro@ajaxpaving.com

- (14) **BINDING EFFECT** – This License and all of its terms and conditions will extend to and be binding upon the parties hereto and upon their respective successors and assigns.
- (15) **SEVERABILITY** – The invalidation of any provision or clause in whole or in part by judgment or court order will in no way affect any of the other provisions or clauses, which will remain in full force and effect.
- (16) **CONDITION** – **LICENSEE** and **COUNTY** agree to meet on August 17, 2021 to inspect the Site Area, establish the “As Is” condition, and determine the boundaries and access being accepted by **LICENSEE**. It is understood between the parties hereto that the property has been inspected by the **LICENSEE** and that the property is being accepted in an “As Is” condition. At the expiration of this License, the portion of the Site Area utilized by the **LICENSEE** will be restored to as near the original condition as possible with a post-use inspection by **LICENSEE** and **COUNTY** to be completed at the termination of the agreement. **COUNTY** will provide **LICENSEE** written notice of any unacceptable condition and **LICENSEE** agrees to correct same within fifteen (15) days following said notice. **LICENSEE** acknowledges the lands being considered in this License, as described in Section (1), are a portion of the land owned by the **COUNTY**.
- (17) **ENVIRONMENTAL** – **LICENSEE** will not, and will ensure that others do not install, use, generate, store, locate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit, or dispose of Hazardous Substances in, upon, under, over or onto the Property.

If the **COUNTY** has reason to believe a Hazardous Substance has been discharged, spilt, or released on the Property by **LICENSEE** or its contractors or consultants, then the **COUNTY** has the right, but not the obligation, to require **LICENSEE**, at **LICENSEE**'s sole cost and expense, to perform an environmental audit by an environmental consultant satisfactory to the **COUNTY**. Such an investigation will be commenced within ten (10) days after the **COUNTY**'s request, and thereafter be diligently prosecuted to completion. **LICENSEE** will provide the **COUNTY** with an electronic copy of the environmental audit immediately after it is completed.

- (18) **RELATIONSHIP** – Nothing contained in this License will be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of **LICENSEE** / **COUNTY**.
- (19) **PREVAILING PARTY** – The prevailing party in any litigation brought to enforce rights hereunder will be entitled to reimbursement of all reasonable costs and expenses, including, but not limited to, court costs, fees, and attorneys' fees at all judicial levels.
- (20) **MISCELLANEOUS** – The **LICENSEE** will be responsible for the payment for any trash removal that may be required. The **LICENSEE** is responsible for providing a key to the **COUNTY** within three (3) business days for any lock added to the gate. The **LICENSEE** is responsible for obtaining any required local, state and/or federal permits for activities to be conducted on the **COUNTY**'s property.

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IN WITNESS WHEREOF, the **COUNTY** and **LICENSEE** have executed this License as of the date and year first above written.

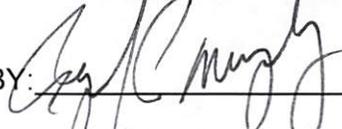
LICENSEE

WITNESSES:

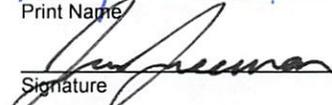
**Town of Fort Myers Beach, a Florida
A Florida Municipal Corporation**



Signature
Amy Baker, Town Clerk
Print Name

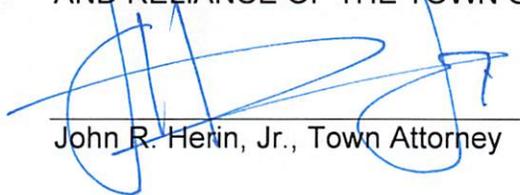
BY:  8/16/21

Date
Its: MAYOR



Signature
JASON FREEMAN, DEPUTY CLERK
Print name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:



John R. Herin, Jr., Town Attorney

LICENSEE

Ajax Paving Industries of Florida, LLC
a Florida Limited Liability Company

WITNESSES:

[Signature]
Signature

Sutida Jimcharoen
Print Name

[Signature]
Signature

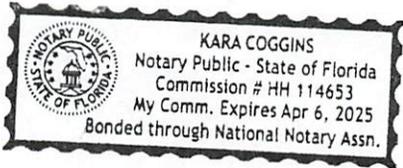
Taylor Shaner
Print name

BY: [Signature]
Christie A. Alvaro
Date: _____
Its: Secretary



STATE OF FLORIDA
COUNTY OF Sarasota

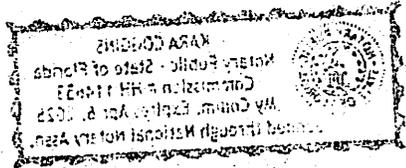
The foregoing instrument was signed and acknowledged before me by means of physical presence or online notarization, this 6th day of August, 2021, by Christie A. Alvaro, Authorized Signatory of Ajax Paving Industries, Inc. of Florida, a Florida corporation, on behalf of the company. She is personally known to me or has produced WIA Personally Known as identification.



[Signature]
Signature of Notary

Typed or Printed Name

[stamp or seal]



Approved and accepted for and on behalf of Lee County, Florida, intending to be bound as of the date first written above.

COUNTY

ATTEST:
LINDA DOGGETT, CLERK

**Board of County Commissioners
of Lee County, Florida**

BY: _____

BY: _____

[Type or print name]
Deputy Clerk

Kevin Ruane, Chair

Approved as to form for
reliance of Lee County only:

By: _____
Office of the Lee County Attorney

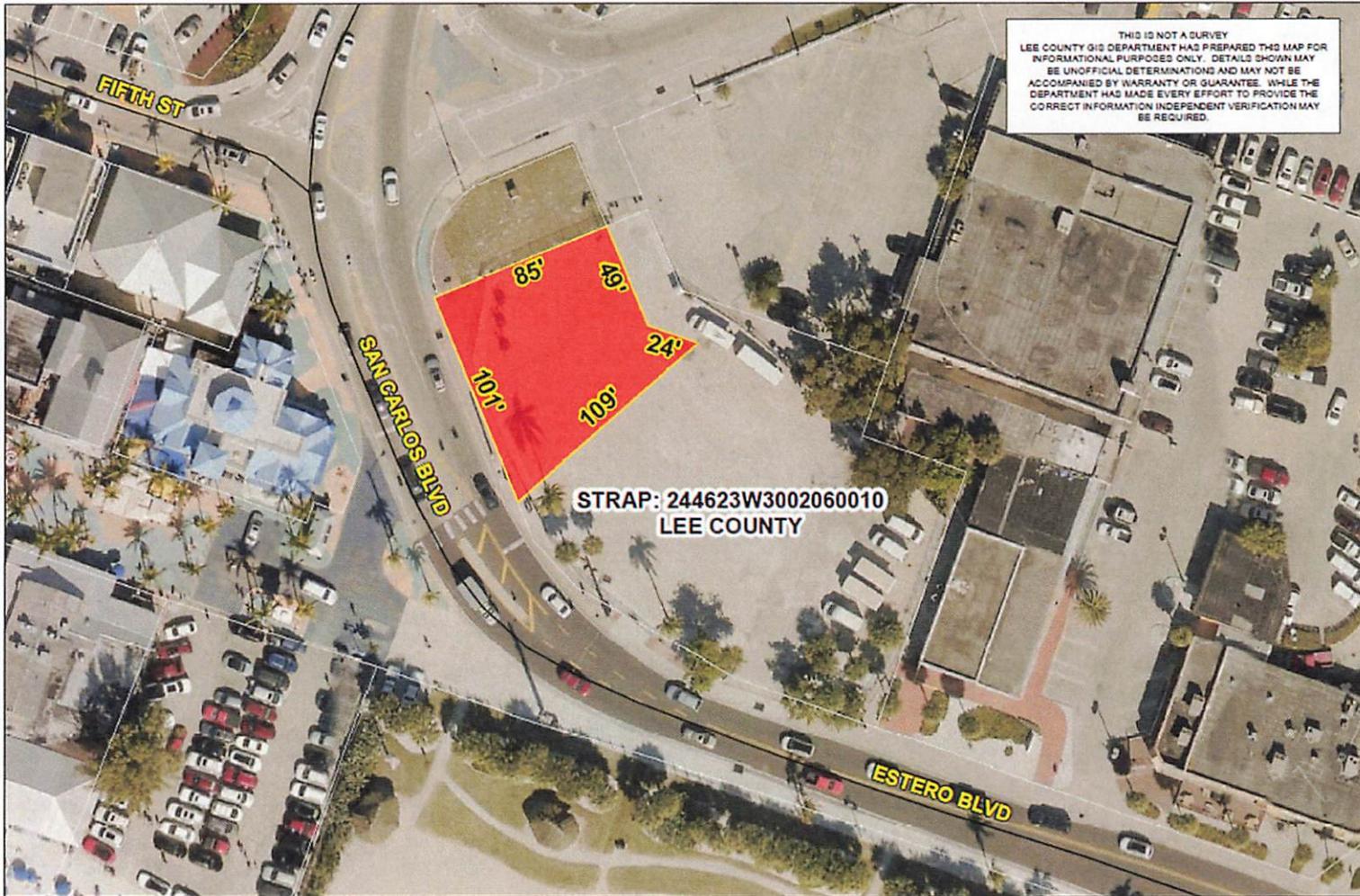


EXHIBIT A

	STAGING AREA		Traffic Signal Staging Area	
			DATE AUG, 2021	PROJECT

EXHIBIT B

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this Permissive Use License Agreement. The County reserves the right to request additional documentation regarding insurance provided.*

Commercial General Liability: Coverage will apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Verification of Coverage: Coverage will be in place prior to the commencement of any work and throughout the duration of the Permissive Use License Agreement. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate will provide for the following:

- a. The certificate holder will read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. ***"Lee County, a political subdivision and Charier County of the State of Florida, its agents, employees, and public officials"*** will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.
- c. Lee County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance. Such notification will be noticed in writing to the Risk Manager, pursuant to Paragraph 5 of the Permissive Use License Agreement.

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 10th day of August, 2021, for the sole purpose of compliance with Section 286.23 of the Florida Statutes. The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Owner is:
 Ajax Paving Industries of Florida, LLC
 One Ajax Drive
 North Venice, FL 34275

The name(s), address(es), and percentage of ownership of every person having a beneficial interest in real property that will be conveyed from Lee County as a Permissive Use License Agreement are:

NAME	ADDRESS	100%
Michael A. Horan	1 Ajax Drive, North Venice FL 34275	5%
Horan Holdings, LLC	99 Nesbit St, Punta Gorda FL 33950-3630	81%
HHJ Holdings Ltd.	1957 Crook Rd #A, Troy, MI 48084-5504	14%

The above list represents and aggregates to 100% ownership.

A portion of the real property to be conveyed from Lee County is known as:
 SEE ATTACHED EXHIBIT "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

[Signature]
Witness Signature

Sutida Nimcharoen
Printed Name

[Signature]
Witness Signature

Jamie L. Simmons
Printed Name

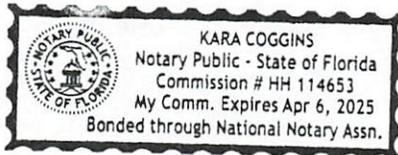
[Signature]
Signature of Affiant

Christie Alvaro
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

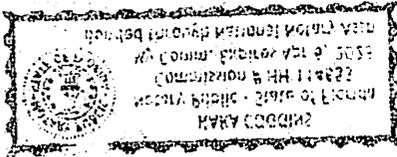
The foregoing instrument was signed and acknowledged before me by means of physical presence or online notarization, this 6th day of August, 2021, by Christie A. Alvaro, Authorized Signatory of Ajax Paving Industries of Florida, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced N/A - Personally Known as identification.

[Signature]
Signature of Notary



[stamp or seal]

Typed or Printed Name



Всего страниц: 100
Издательство: [illegible]
Год издания: 1988

ВВЕДЕНИЕ
1. ОБЩИЕ ПОЛОЖЕНИЯ
2. ЦЕЛИ И ЗАДАЧИ
3. МЕТОДИЧЕСКИЕ ПОДСОЧЕТЫ

4. ТЕОРЕТИЧЕСКИЕ ОСНОВЫ
5. ПРАКТИЧЕСКИЕ ЗАДАНИЯ

6. ЗАКЛЮЧЕНИЕ
7. СПИСОК ЛИТЕРАТУРЫ

8. ПРИЛОЖЕНИЯ
9. ДОПОЛНИТЕЛЬНЫЕ МАТЕРИАЛЫ

10. ПОСЛЕСЛОВИЕ
11. КОМПЬЮТЕРНЫЕ ПРОГРАММЫ

12. ДОПОЛНИТЕЛЬНЫЕ ЗАДАНИЯ
13. ЗАДАНИЯ ДЛЯ САМОСТОЯТЕЛЬНОЙ РАБОТЫ

EXHIBIT A

Part of:

Parcel 1: - 24-46-23-W3-00206.0010

Lots 1, 2, 3 and 4, Block 6, of that certain subdivision known as BUSINESS CENTER, according to the plat thereof recorded in Plat Book 9, Pages 9 and 10, Public Records of Lee County, Florida.

Also a parcel in Government Lot 1, Section 24, Township 46 South, Range 23 East, Estero Island, Lee County, Florida, described as follows:

From the concrete monument (PRM) marking the Southerly corner of Lot 1, Block 6 of, Business Center according to Plat recorded in Plat Book 9 at Page 9 of the Public Records of Lee County, Florida, run North 20°06'00" East for 158.00 feet; thence run South 69°51'55" East for 100.00 feet; thence run South 20°07'40" West for 35.00 feet; thence run South 69°52'50" East for 50.00 feet; thence run South 20°06'50" West for 123.00 feet; thence run North 69°53'10" West for 150.00 feet to the Point of Beginning.

Less and except that part of the above described land shown as Parcel 102 in that Order of Taking recorded in O.R. Book 1164, Page 129, Public Records of Lee County, Florida and described as follows:

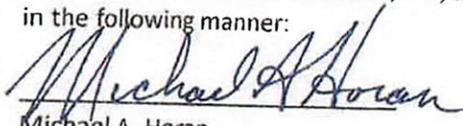
Commence at the Southwest corner of Lot 7, Block 8 of the aforesaid Business Center subdivision, thence run South 70°37'09" East 185.55 feet to a Point of Beginning; thence continue South 70°37'09" East 82.00 feet; thence North 60°15'10" West 83.36 feet, thence North 42°58'04" West 28.45 feet, thence South 22°23'59" East 37.82 feet to the Point of Beginning.

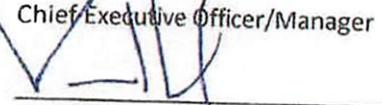
Bearings are from assuming the East line of the aforesaid Business Center subdivision to be North.

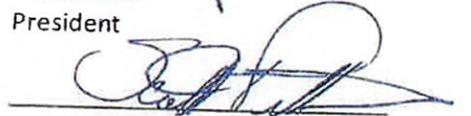


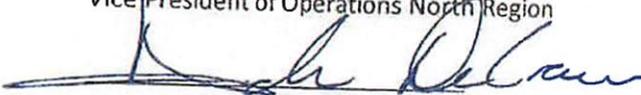
**RESOLUTION OF THE BOARD OF DIRECTORS OF
AJAX PAVING INDUSTRIES OF FLORIDA, LLC**

Resolved, that the following individuals are authorized to enter into contracts and sign bonds with all governmental agencies, municipalities, private developers, and contractors for work performed on behalf of **AJAX Paving Industries of Florida, LLC**. In addition, resolved, that the following individuals have written authorization to acknowledge receipt of payment by signature on an appropriate Partial, Conditional or Final Waiver, process the filing of a Claim of Lien, Notice of Non-Payment or Satisfaction of Lien according to the Mechanics Lien Law, or process the recovery of outstanding monies due, through the means of Small Claims Court on behalf of **AJAX Paving Industries of Florida, LLC**, authorized to transact business in the State of Florida in the following manner:

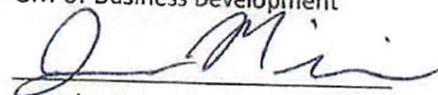

Michael A. Horan
Chief Executive Officer/Manager

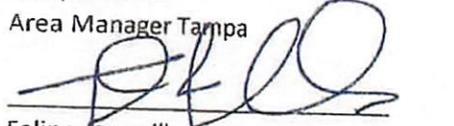

Vince Hafeli
President

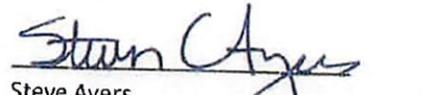

Scott Pittman
Vice President of Operations North Region


Andre DeCraene
Vice President of Operations South Region

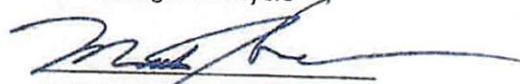

David Reid
GM of Business Development

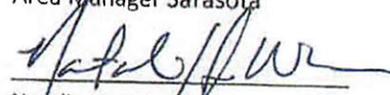

Joseph Minich
Area Manager Tampa

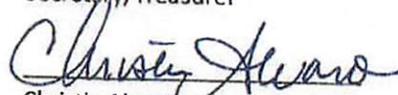

Felipe Jaramillo
Alternative Contracting Project Manager

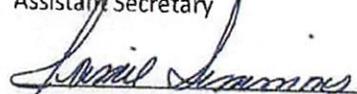

Steve Ayers
Alternative Contracting Project Manager

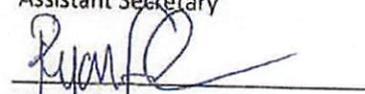

Matt Desotell
Area Manager Ft. Myers


Matt Horan
Area Manager Sarasota


Natalie Woody
Secretary/Treasurer


Christie Alvaro
Assistant Secretary


Jamie Simmons
Assistant Secretary


Ryan Pulmer
Director of Finance



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Florida Limited Liability Company
AJAX PAVING INDUSTRIES OF FLORIDA LLC

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Principal Address

ONE AJAX DRIVE
NORTH VENICE, FL 34275

Changed: 01/24/2019

Mailing Address

ONE AJAX DRIVE
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Changed: 08/06/2015

Registered Agent Name & Address

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Name Changed: 01/24/2021

Address Changed: 01/24/2021

Authorized Person(s) Detail

Name & Address

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ONE AJAX DRIVE
NORTH VENICE, FL 34275

Title MANAGER/CEO

HORAN, MICHAEL A
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NORTH VENICE, FL 34275

Title PRESIDENT

HAFELI, VINCE
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Title DIRECTOR OF FINANCE

FULMER, RYAN
ONE AJAX DRIVE
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Title VICE PRESIDENT

PITTMAN, SCOTT
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Title FLEET MANAGER

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