

**Sebring Airport Authority  
Board Meeting Agenda  
July 15, 2021**

1:00 p.m.

**Hendricks Field  
Sebring Airside Center**

**1. OPENING ITEMS**

- a) Call to Order
- b) Invocation
- c) Roll Call
- d) Announcements

**Upcoming Meetings & Events**

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
08/19/2021	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

**Interested persons may attend that meeting by calling 754-837-9893 and entering the following conference code 148-135-115#.**

**2. MISCELLANEOUS**

**3. CONSENT AGENDA**

- a) Approve June 2021 Minutes
- b) Approve June 2021 Invoices

**4. ACTION ITEMS**

- a) RPR Contract Avcon - SEF Track Reconstruction Project Phase 2 Alt 1 & 2
- b) CA Contract Atkins – SEF Track Reconstruction Project Phase 2 Alt 1 & 2
- c) FAA Grant Agreement – Taxiway A-4 Realignment Design
- d) Engagement Letter – CliftonLarsonAllen – Audit 2021
- e) Consent to Leasehold Mortgage – CitraPac
- f) Resolution 21-07 Approving Budget Amendment S21-06

REMOVED  
REMOVED

**CONTINGENT ACTION ITEMS**

**5. EXECUTIVE DIRECTOR MONTHLY SUMMARY**

FBO Report – Jason Ali

**6. BOARD OF DIRECTORS' BUSINESS**

**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:** Additional staff items may be interested if the come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY  
BOARD MEETING  
June 17, 2021**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on June 17, 2021 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

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

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Polonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Jason Ali	-	Sebring Airport Authority
Eldy Gall	-	Spring Lake Improvement Assoc
Craig Sucich	-	Avcon
Gaétan Fouozing	-	DUC Propellers USA, Inc.
John Rousch	-	EAA

**1. OPENING ITEMS**

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.
- C. **Roll Call**  
Mark Andrews, Pete McDevitt, Carl Cool, Stanley Wells, Craig Johnson and Terrill Morris were in present for the meeting. Sid Valentine was absent. Chairman asked if anyone wanted to be identified as a caller.
- D. **Announcements**  
Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#. The Executive Director asked the Chairman to add under Action Items 4c. Industrial Developers, LLC – Memorandum of Lease and of the Assignment of the Lease. There was a motion by Craig Johnson to approve the amended Agenda with a second by Terrill Morris

**2. MISCELLANEOUS**

**3. CONSENT AGENDA**

**Approve the Consent Agenda:**

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

**4. ACTION ITEMS**

**A. RFP #21-01 Security Services Award and Contract**

This item was presented by Mike Willingham. There was a motion by Mark Andrews to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Morris, Wells, Cool, McDevitt, and Andrews.

**B. Resolution 21-06 Approving SAA Budget Amendment S21-05**

This item was presented by Colleen Plonsky. There was a motion by Carl Cool to approve and a second by Craig Johnson. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, McDevitt, and Andrews.

**C. Industrial Developers, LLC – Memorandum of Lease and of the Assignment of the Lease**

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

**5. DIRECTOR REPORT**

Executive Director Mike Willingham gave his report.

Gaetan Fouozing from DUC Propellers gave the board a presentation of his company's operations.

John Roush updated the board on the School Boards High School program for the 2021-2022 school year.

Jason Ali spoke about the Range/FBO activities.

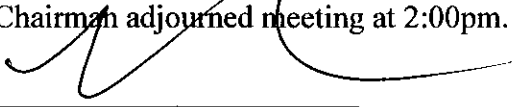
**6. BOARD OF DIRECTOR'S BUSINESS**

Directors were reminded that Form One is due by July 1<sup>st</sup>.

**7. CONCERNS OF THE PUBLIC**

**8. ADJOURNMENT**

Chairman adjourned meeting at 2:00pm.

  
\_\_\_\_\_  
Mike Willingham, Executive Director

7-15-21  
\_\_\_\_\_  
Approved by Board

## Invoices Paid In June 2021 Presented In July 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
06/01/21	Luis A. Pratts	\$380.80	FBO: Travel Reimbursement for Mileage to APBR
06/01/21	Cintas	\$89.06	SAA/FBO: Weekly Air Freshener Service; Weekly FBO Uniforms for All Four Employees
06/01/21	Agilitech Solutions LLC	\$9.60	SAA: Document Remediation for 2019 & 2020 Letter of Annual Activity
06/01/21	Avon Park Chamber of Commerce	\$175.00	SAA: Annual Membership Dues 2021
06/01/21	TechHouse:Intergrated	\$381.25	SAA: General IT Support; Issues with Teams, Outlook, SharePoint, D365 Cases
06/08/21	America's Elite Carpet Cleaning - Michael Byrd	\$450.00	SAA: Stripped & Waxed Wood Floors at Runway Cafe
06/08/21	Cintas	\$442.46	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms for Five Employees
06/08/21	Copy Life Inc	\$124.80	SAA/FBO: May 2021 Copies
06/08/21	Florida Division of Emergency Management	\$29,163.96	SAA: Repayment of Public Assistance Project (PW 1064) FEMA from Hurricane Irma
06/08/21	Griffin's Carpet Mart, Inc	\$2,610.00	SAA: Prime & Paint Interior Walls Around 24 HVAC Thermostats to Include 3 Wall Sections
06/08/21	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
06/08/21	Leedy Electric West	\$625.00	SAA: Minor Preventive Maintenance on 250kW Generac Generator
06/08/21	Leedy Electric West	\$405.00	SAA: Minor Preventive Maintenance on 25kW Tradewinds Generator
06/08/21	Pauls Landscapes - Paul Valladares Jr.	\$270.00	SAA/FBO: June 2021 Plant Service
06/08/21	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
06/08/21	Rapid Systems	\$104.99	SAA: June 2021 Internet Service - Ex. Assistant Home Office
06/08/21	TechHouse:Intergrated	\$1,790.00	SAA: Custom Fit Product Includes Power Apps, Dynamics, Outlook, SharePoint, etc
06/08/21	Gibson Aviation Services, Inc.	\$1,101.20	FBO: Perform Meter Calibrations at KSEF and APBR
06/08/21	Gibson Aviation Services, Inc.	\$3,391.72	FBO: Perform Product Filter Change on Jet-A Truck & Jet-A Tank Farm at APBR
06/08/21	Gibson Aviation Services, Inc.	\$3,850.05	FBO: Rebuilt F660 Internal Valve, Installed New Gaskets & Rebuilt Valve. Flow Tested & Checked for Leaks and Tested Pre-check System, Cleaned Jet Level Sensor; Includes Parts, Labor, Service Call, Freight at Sebring for AvGas Truck
06/15/21	Aquatic Weed Control, Inc.	\$3,859.00	SAA: Bi-Monthly Waterway Weed Control (Runway, Hancor Storage, Bldg 60, Fence line, Ponds/Ditch, Rail); Taxiing Main Apron, Runway 22 & 2 Ditches
06/15/21	TechHouse:Intergrated	\$288.75	SAA: General IT Support; Issues with SharePoint, Teams, PDF, Setup VPN for Access to AC Terminal
06/22/21	Big Messages LLC	\$152.00	SAA: After Hours Telephone Answering Service
06/22/21	Bryant Miller Olive, P.A.	\$70.00	SAA: May 2021 Legal Services RE: Stormwater Issues
06/22/21	C & C Plumbing, Inc.	\$378.00	SAA: Service Call - Tecnam Bldg Upstairs Kitchen Faucet Repair & Replace
06/22/21	Coastal MRO	\$141.00	SAA: Pre-Employment Screening for 3 FBO Employees (McKinnie, D., Moreno, S, Laharr, J.)
06/22/21	TechHouse:Intergrated	\$217.50	SAA: General IT Support; Setup VPN for Terry, Dynamics 365 Assistance
06/22/21	Sebring Airport Authority	\$15,848.44	FBO: May 2021 Expenses Due June
06/29/21	All Communications Services	\$340.00	SAA: Service Call to Reconnect Computer Equipment for S. Carkeet New Office; Cat. 6 Network Drop to 150'
06/29/21	Colt's Pressure Cleaning & Painting Inc.	\$2,075.49	SAA: Pressure Washing of Terminal Bldg & Walkways
06/29/21	AOE of Florida, Inc.	\$480.00	SAA: Tear-Down & Relocate Airport Manager Office
06/29/21	Florida Division of Emergency Management	\$1,073.43	SAA: Repayment of Public Assistance project (PW 868) FEMA from Hurricane Irma
06/29/21	Highlands County Board of County Commissioners	\$348.47	SAA: New Street Signs
06/29/21	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
06/29/21	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
06/29/21	RW Summers Railroad Contractor, Inc	\$2,491.72	SAA: June 2021 Quarterly Track Maintenance
06/29/21	Sebring Signs & Promotions	\$53.70	SAA: Decal for Tenant O'Brien Helicopter's Bldg 103
06/29/21	TechHouse:Intergrated	\$419.00	SAA/FBO: July 2021 Recurring Monthly Software Fees
06/29/21	Jason Ali	\$175.00	FBO: Seat Repair in Fuel Truck
06/29/21	Luis A. Pratts	\$263.20	FBO: Travel Reimbursement for Mileage to APBR

**TOTAL PAID INVOICES: \$76,008.93**

## June 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
6/3/2021	APEX OFFICE PRODUCTS INC	\$86.97	SAA: Laser Ink Cartridges
6/4/2021	RACEWAY 994 53609947	\$54.00	SAA: Fuel for Maintenance Truck
6/4/2021	LOWES #02224	\$53.66	SAA: Materials for X Generator Repair
6/5/2021	BATTERIES+BULBS #0058	\$43.90	SAA: Replacement Batteries for Gate 23
6/7/2021	A 2 Z CUSTOM CARTS	\$85.00	FBO: Golf Cart Back Seat Repair for FBO Golf Cart
6/7/2021	WWW.SENTRYLINK.COM	\$19.95	SAA: Employee Background Check
6/7/2021	WWW.SENTRYLINK.COM	\$19.95	SAA: Employee Background Check
6/7/2021	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
6/7/2021	Amazon.com 2X19U2AK0	\$169.00	SAA: Upgrade Modem at Executive Assistant Home Office
6/8/2021	IN ELITE SIGNS & GRAPHIC	\$722.30	SAA/FBO: Graphic Decals for SEF Gas Trucks
6/8/2021	SWK TECHNOLOGIES INC	\$308.00	SAA: Monthly Fee for Mas90 Online Services - June 2021
6/9/2021	WING AERO PRODUCTS	\$80.83	FBO: Products for Resale to FBO Customers
6/9/2021	RACEWAY 994 53609947	\$51.00	SAA: Fuel for 2018 Tahoe
6/9/2021	RACEWAY 994 53609947	\$67.00	SAA: Fuel for Maintenance Truck
6/9/2021	ALAN JAY CHEVY BUICK GMC	\$824.90	SAA: Service and Tires for 2018 Tahoe
6/10/2021	DISH NETWORK-ONE TIME	\$121.32	FBO: Monthly Satellite Service for Pilot's Lounge - June 2021
6/10/2021	REPUBLIC SERVICES TRASH	\$211.88	SAA/FBO: Monthly Recycling Service - June 2021
6/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
6/11/2021	PUBLIX #1517	\$27.45	FBO: Water Bottles Purchased for FBO Customers
6/11/2021	SHELL OIL 57542517701	\$66.00	FBO: Fuel for Courtesy Chevy Tahoe
6/11/2021	W & W LMB LAKE PLACID	\$13.98	FBO: Fluorescent Yellow Spray Paint for Small Chocks
6/11/2021	WCI SEBRING HAULING	\$470.00	SAA/FBO: Monthly Waste Collection - June 2021
6/12/2021	SQ THYME 2 DINE ST	\$268.27	FBO: Catering CSR Retirement Party with Tenants
6/12/2021	SHELL OIL 57542517701	\$33.50	SAA: Security Vehicle Fuel
6/13/2021	SHELL OIL 57542517701	\$44.00	SAA: Security Vehicle Fuel
6/13/2021	TRTAX&ACTGPROFESSIONAL	\$260.00	SAA: Monthly Subscription Fixed Asset Software
6/14/2021	WWW.SENTRYLINK.COM	\$19.95	SAA: Employee Background Check
6/14/2021	THE HOME DEPOT #6340	\$8.98	SAA: Hangars for Pictures
6/15/2021	SHELL OIL 57542517701	\$36.12	FBO: Fuel for Security Vehicle
6/15/2021	COLE AUTO SUPPLY INC	\$262.38	SAA: Batteries for Jet Truck
6/15/2021	SHELL OIL 57542517701	\$66.50	SAA: Fuel for Maintenance Truck
6/16/2021	VERIZONWRLSS RTCCR VB	\$915.92	SAA/FBO: Monthly Mobile Service May 2021
6/16/2021	SQ THYME 2 DINE ST	\$45.10	FBO: Desert Catering for CSR Retirement Party with Tenants
6/17/2021	SHELL OIL 57542517701	\$28.50	FBO: Fuel for Courtesy Town Car
6/17/2021	SHELL OIL 57542517701	\$36.85	FBO: Fuel for Security Vehicle
6/17/2021	HARBOR FREIGHT TOOLS 538	\$81.97	FBO: Three Jumper Cable Sets to Create Heavy Duty Bonding Cables for UL94 Totes
6/18/2021	AMZN Mktg US 210P15HG1	\$192.23	FBO: Strobe Lights and Strobe Bulb for Airport Vehicles; Rope for Aircraft Tie-Down
6/18/2021	CANDLER HILLS GOLF PRO SH	\$117.70	SAA: P-Card used by mistake: Reimbursed
6/18/2021	IN ELITE SIGNS & GRAPHIC	\$200.00	FBO: Installation of Graphic Decal on Gas Trucks
6/19/2021	RUNWAY CAFE	\$85.13	SAA: Lunch for Retired WWII Pilot and Staff

## June 2021 P-Cards

6/3/2021	APEX OFFICE PRODUCTS INC	\$86.97	SAA: Laser Ink Cartridges
6/4/2021	RACEWAY 994 53609947	\$54.00	SAA: Fuel for Maintenance Truck
6/19/2021	SHELL OIL 57542517701	\$42.00	SAA: Security Vehicle Fuel
6/20/2021	EXXONMOBIL 98809494	\$35.83	SAA: Security Vehicle Fuel
6/21/2021	WING AERO PRODUCTS	\$86.97	FBO: Products for Resale to FBO Customers
6/21/2021	ENGINEERED SPECIALTY PRD	\$30.00	FBO: Certified Pressure Gauge Recertified to Satisfy DLA Contract
6/22/2021	ASTM FEES/PUBLICATIONS	\$110.00	FBO: ASTM D1655-21 & ASTM D5006-11R21 Replace Previous Versions for Compliance with DLA Contract
6/22/2021	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
6/23/2021	APEX OFFICE PRODUCTS INC	\$137.24	FBO: Copy Paper for FBO Use
6/23/2021	SHELL OIL 57542517701	\$24.02	FBO: Fuel for Courtesy Town Car
6/23/2021	FRASER AUTO REPAIR INC	\$186.00	FBO: Replaced O-Ring on Jet-A Fuel Truck and Returned Truck to Service
6/23/2021	COLE AUTO SUPPLY INC	\$229.02	FBO: Fourteen Bags of Oil-Dri to Restock Spill Cart; Supplies to Create Tie-Down Ropes
6/23/2021	APEX OFFICE PRODUCTS INC	\$65.25	SAA: Steno Book, Posted Notes
6/24/2021	SHELL OIL 57542517701	\$31.25	SAA: Security Vehicle Fuel
6/24/2021	RACEWAY 994 53609947	\$75.00	SAA: Fuel for Maintenance Truck
6/25/2021	APEX OFFICE PRODUCTS INC	\$15.25	FBO: Dry Erase Markers for Scott Carkeet's Office
6/25/2021	ALLEN ENTERPRISES INC	\$131.80	SAA: Runway Lighting
6/26/2021	SHELL OIL 57542517701	\$43.75	SAA: Security Vehicle Fuel
6/27/2021	WAL-MART #0666	\$52.16	SAA: Various Soda's for Board Room Use
6/27/2021	SHELL OIL 57542517701	\$29.85	SAA: Security Vehicle Fuel
6/28/2021	NIS SUPPLY	\$594.00	FBO: Oil Only Absorbent Pads for KSEF Spill Kit
6/28/2021	ENGINEERED SPECIALTY PRD	\$18.34	FBO: Freight for Certified Pressure Gauge Recertified to Satisfy DLA Contract
6/28/2021	IN ELITE SIGNS & GRAPHIC	\$150.00	FBO: Installation of Graphic Decal on Gas Trucks
6/28/2021	ALL ABOUT LAWNS	\$59.99	SAA: Sprayer for Bugs and Weeds
6/28/2021	HARBOR FREIGHT TOOLS 538	\$50.97	SAA: Rotary Blades Driver Bits/Air Compressor for Golf Carts
6/29/2021	A 2 Z CUSTOM CARTS	\$420.00	FBO: Two Front Seat Cover Repairs and Two Replacement Headlight Assemblies for FBO Golf Carts
6/29/2021	AMZN Mktp US 298545G81	\$340.38	FBO: Flashlights & Multitools for Line Staff; Tool Set for VIP's Mini Fridge for Line Office
6/29/2021	THE HOME DEPOT #6340	\$39.76	FBO: Umbrellas for FBO Customer Use
6/29/2021	TRACTOR-SUPPLY-CO #0510	\$199.99	FBO: Replacement Sump Hand Pump for UL94 Tank
6/29/2021	COWPOKESS WATERING HOLE	\$64.45	SAA: Pete McDevitt, Colleen Plonsky, Scott Carkeet Lunch Meeting RE: Hanqar Rents
6/29/2021	SHELL OIL 57542517701	\$32.52	SAA: Security Vehicle Fuel
6/30/2021	SHELL OIL 57542517701	\$38.36	FBO: Fuel for Courtesy Chevy Tahoe
6/30/2021	YARBROUGH TIRE & SERVICE	\$124.92	SAA: Service for Maintenance Truck
7/1/2021	RUNWAY CAFE	\$23.23	SAA: Executive Director Lunch with Prospect

**Total Due: \$10,114.40**

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 7/8/2021**  
**Sebring Airport Authority (SAA)**

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>A&amp;ESERV Air &amp; Electrical Services, Inc</b>									
1592-141425	6/18/2021	7/19/2021	752.05	752.05	0.00	0.00	0.00	0.00	SAA: Changed Out Panel at Bottom of the Control Tower
<b>Vendor A&amp;ESERV Totals:</b>			<u>752.05</u>	<u>752.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>A&amp;LLOCK Craig D. Curtis</b>									
8743	6/30/2021	7/30/2021	190.00	190.00	0.00	0.00	0.00	0.00	SAA: Service Call-Exchanged 2 Locks on Airport Manager's Office in Terminal Building; Installed Lock on Tecnam Door and Repaired Door Lock on Restroom
<b>Vendor A&amp;LLOCK Totals:</b>			<u>190.00</u>	<u>190.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>ATKINS Atkins</b>									
1952801 WILD	6/30/2021	7/30/2021	5,710.60	5,710.60	0.00	0.00	0.00	0.00	SAA: June 2021 Wildlife Hazard Assessment - Grant Reimbursed
1952802 OC	6/30/2021	7/30/2021	15,874.84	15,874.84	0.00	0.00	0.00	0.00	SAA: June 2021 General On-Call Services
1952803 RAIL	6/30/2021	7/30/2021	6,745.61	6,745.61	0.00	0.00	0.00	0.00	SAA: June 2021 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
<b>Vendor ATKINS Totals:</b>			<u>28,331.05</u>	<u>28,331.05</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>AVCON Avcon, Inc.</b>									
120377 OC	6/30/2021	7/30/2021	5,239.50	5,239.50	0.00	0.00	0.00	0.00	SAA: June 2021 General On-Call Services
<b>Vendor AVCON Totals:</b>			<u>5,239.50</u>	<u>5,239.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>C&amp;CPLUM C &amp; C Plumbing, Inc.</b>									
202106353	6/24/2021	7/24/2021	7,321.84	7,321.84	0.00	0.00	0.00	0.00	SAA: Remove & Replace Existing Water Coolers with 4 New Elkway Water Coolers with Bottle Fillers
<b>Vendor C&amp;CPLUM Totals:</b>			<u>7,321.84</u>	<u>7,321.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CALEUS Mathias Hutzenlaub</b>									
406 - JUNE 2021	6/30/2021	7/30/2021	7,504.60	7,504.60	0.00	0.00	0.00	0.00	SAA: June 2021 Security Service
<b>Vendor CALEUS Totals:</b>			<u>7,504.60</u>	<u>7,504.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CINTAS Cintas</b>									
4087949260	6/23/2021	7/23/2021	223.76	223.76	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees, Red Mats for FBO
4088613495	6/30/2021	7/30/2021	617.07	617.07	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms for Employees; FBO Red Mats
4089388013	7/9/2021	8/4/2021	295.74	295.74	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees, Red Mats for FBO
<b>Vendor CINTAS Totals:</b>			<u>1,136.57</u>	<u>1,136.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	



Accounts Payable Aged Invoice Report  
 Open Invoices - Aged by Invoice Date - As of 7/8/2021  
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days		
<b>DIANARI Diana Ries Designs, Inc.</b>										
13657	JUNE 2021	6/30/2021	7/30/2021	1,760.25	1,760.25	0.00	0.00	0.00	0.00	SAA/CRA/YAZ: June 2021 Website Updates
<b>Vendor DIANARI Totals:</b>				<u>1,760.25</u>	<u>1,760.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>EDWMED Edwards Mediation &amp; General Counsel Services, PLLC</b>										
440		6/30/2021	7/30/2021	540.00	540.00	0.00	0.00	0.00	0.00	CRA: June 2021 Professional Services
<b>Vendor EDWMED Totals:</b>				<u>540.00</u>	<u>540.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>FEC Federal Express Corporation</b>										
7-404-67011		6/15/2021	7/30/2021	17.52	17.52	0.00	0.00	0.00	0.00	SAA: Express Shipping
7-420-10645		6/29/2021	8/13/2021	14.12	14.12	0.00	0.00	0.00	0.00	SAA: Express Shipping
<b>Vendor FEC Totals:</b>				<u>31.64</u>	<u>31.64</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>G4S G4S Secure Integration, LLC</b>										
ST0054804		6/28/2021	7/28/2021	1,105.59	1,105.59	0.00	0.00	0.00	0.00	SAA: Second Quarter Service Contract Payment (06.15.21 - 09.14.21)
<b>Vendor G4S Totals:</b>				<u>1,105.59</u>	<u>1,105.59</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>JACKS Jack's Lawn Service</b>										
1719	JULY 2021	7/1/2021	7/31/2021	7,750.00	7,750.00	0.00	0.00	0.00	0.00	SAA: July 2021 Lawn & Landscape Care
<b>Vendor JACKS Totals:</b>				<u>7,750.00</u>	<u>7,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SHUTTS Shutts &amp; Bowen, LLP</b>										
1557328	SF	6/30/2021	7/30/2021	550.00	550.00	0.00	0.00	0.00	0.00	SAA: June 2021 Star Farms - Grant Reimbursed
1557329	CITY	6/30/2021	7/30/2021	535.00	535.00	0.00	0.00	0.00	0.00	SAA: June 2021 Legal Services - City of Sebring
1557330	SF	6/30/2021	7/30/2021	250.00	250.00	0.00	0.00	0.00	0.00	SAA: June 2021 Star Farms - Grant Reimbursed
<b>Vendor SHUTTS Totals:</b>				<u>1,335.00</u>	<u>1,335.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SWAINE Swaine, Harris &amp; Wohl, P.A.</b>										
3251	OC	6/30/2021	7/30/2021	2,749.24	2,749.24	0.00	0.00	0.00	0.00	SAA: June 2021 Legal Services - General On-Call Services
<b>Vendor SWAINE Totals:</b>				<u>2,749.24</u>	<u>2,749.24</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>				<u><u>65,747.33</u></u>	<u><u>65,747.33</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>	

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 7/8/2021**  
**Sebring Airport Authority (FBO)**

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>ASCENT Ascent Aviation Group</b>									
753893	5/28/2021	7/12/2021	14,506.32	0.00	14,506.32	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
762145	6/28/2021	6/18/2021	30,214.69	30,214.69	0.00	0.00	0.00	0.00	FBO: 100LL AvGas Fuel at Sebring
763744	7/5/2021	7/25/2021	19,317.54	19,317.54	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
M255533	7/1/2021	7/11/2021	46.00	46.00	0.00	0.00	0.00	0.00	FBO: July 2021 VX520 Comm Fee & Warranty
S025844	7/1/2021	6/21/2021	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Desktop Service Fee for Software - July 2021
<b>Vendor ASCENT Totals:</b>			<u>64,382.05</u>	<u>49,875.73</u>	<u>14,506.32</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SWIFT Swift Fuels, LLC</b>									
1905	6/30/2021	7/30/2021	6,907.20	6,907.20	0.00	0.00	0.00	0.00	FBO: UL94_ AvGas Fuel at Sebring
<b>Vendor SWIFT Totals:</b>			<u>6,907.20</u>	<u>6,907.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u><u>71,289.25</u></u>	<u><u>56,782.93</u></u>	<u><u>14,506.32</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** July 15 2021

**PRESENTER:** Mike Willingham

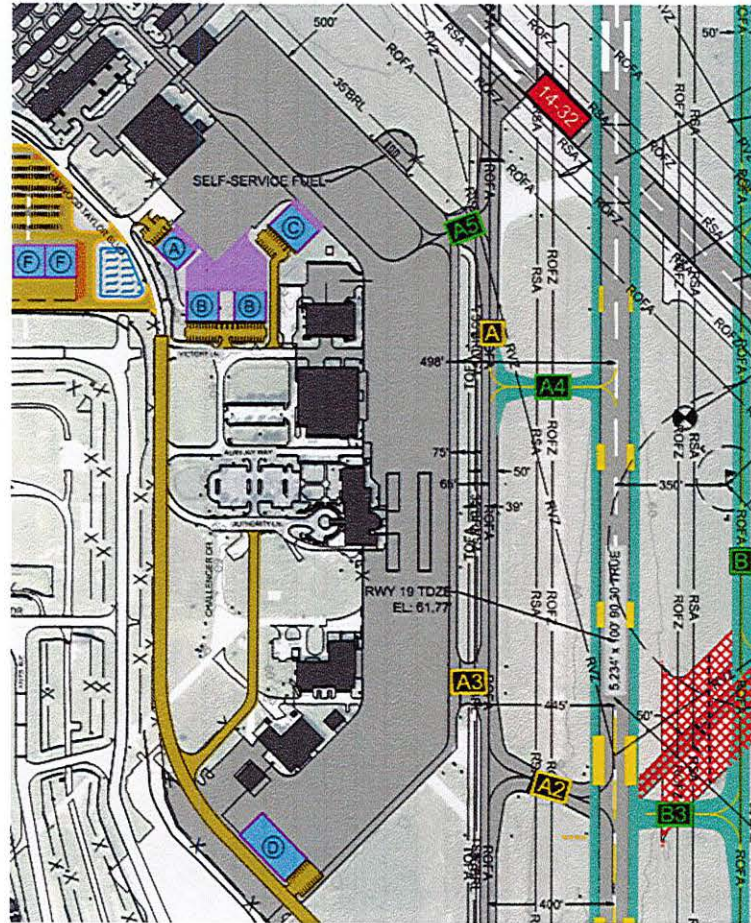
**AGENDA ITEM:** FAA Grant Agreement – Taxiway 4A Design

**BACKGROUND:** FAA funded the Sebring Airport Authority Apron Reconstruction Project. As part of that Grant, FAA promised Airport funding to design and reconstruct Taxiway A4 (see attachment). Now FAA has funded that promise with attached Grant. Because time was of the essence, Executive Director executed grant to avoid a delayed return to FAA. Staff asks for concurrence from the Board.

**REQUESTED MOTION:** Move to concur FAA Grant for Design of Taxiway 4A.

**BOARD ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER



Project	Federal Fiscal Year	Project Description	Project Cost (\$)	Funding (\$)		
				Federal	State	Local
A1	2021	Taxiway A4 Construction	775,700	698,130	38,785	38,785



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date	<u>June 25, 2021</u>
Airport/Planning Area	<u>Sebring Regional Airport</u>
FY2021 AIP Grant Number	<u>3-12-0072-029-2021</u>
Unique Entity Identifier	<u>037293800</u>

TO: Sebring Airport Authority  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 6, 2021, for a grant of Federal funds for a project at or associated with the Sebring Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Sebring Regional Airport (herein called the "Project") consisting of the following:

Design of Taxiway A4 Realignment

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$125,513.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 125,513 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 24, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.isf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:



1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 21. **Trafficking in Persons.**
  - a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
    - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
    - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
      - a. Associated with performance under this Grant; or
      - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
  - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 19, 2018, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

25. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Rebecca Henry Harper*  
Rebecca Henry Harper (Jun 25, 2021 11:21 EDT)

*(Signature)*

Rebecca Henry Harper

*(Typed Name)*

Acting Manager

*(Title of FAA Official)*

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated June 26, 2021

\_\_\_\_\_

Sebring Airport Authority

\_\_\_\_\_  
*(Name of Sponsor)*

*Mike Willingham*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** mike willingham

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Executive Director

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Robert Swaine, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at June 28, 2021

  
By: Robert Swaine (Jun 28, 2021 09:34 EDT)  
*(Signature of Sponsor's Attorney)*

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:



## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4,5,6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

## **9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

## **10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

## **11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

## **12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

## **13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and



purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The Sebring Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
  - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 6, 2021.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or



operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



CliftonLarsonAllen LLP  
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June 18, 2021

Board of Directors and Management  
Sebring Airport Authority  
128 Authority Lane  
Sebring, Florida 33870

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit, examination, and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for the Sebring Airport Authority ("you," "your," or "the entity") for the year ended September 30, 2021.

Julie S. Fowler, CPA, is responsible for the performance of the audit and examination engagements.

## Services to be provided

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### Audit services

We will audit the financial statements of the Sebring Airport Authority and the Sebring Regional Airport and Industrial Park Community Redevelopment Agency ("the CRA"), as of and for the year ended September 30, 2021, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

### Examination services

We will examine your compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; and Sections 163.387(6) and (7), Florida Statutes, regarding redevelopment trust funds; for the year ended September 30, 2021.

### Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes.
- Preparation of adjusting journal entries.
- Preparation of the schedules to be uploaded to the Department of Financial Services LOGER system.



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## **Audit engagement terms**

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### **Audit objectives**

The objective of our audit of the Sebring Airport Authority and our audit of the CRA is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General (State of Florida) for Local Governmental Entity Audits (Chapter 10.550). Our audit will include tests of your accounting records, a determination of major program(s) and state project(s) in accordance with the Uniform Guidance and Chapter 10.550, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and state projects and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program and state project in accordance with the Uniform Guidance and on compliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on each major Florida project in accordance with Chapter 10.550.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and Chapter 10.550 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs and state projects. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written management letter, as required by Chapter 10.550, upon completion of our audit.

#### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs and state projects. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program and state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major federal programs and has complied with applicable laws, regulations, and the provisions of contracts or grant agreements that may have a direct and material effect on each of the entity's major state financial assistance projects. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" and the Florida Department of Financial Services State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs and state projects. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550.

We will evaluate the presentation of the schedule of expenditures of federal awards and state financial assistance accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP, the Uniform Guidance, and Chapter 10.550, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

#### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards and state financial assistance in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards and state financial assistance received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance and Chapter 10.550.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is

reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs and compliance with Florida laws, regulations, contracts, and grant agreements applicable to the entity's state financial assistance; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report. Additionally, as required by the Uniform Guidance and Chapter 10.550, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes and regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on October 1, 2021.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date the schedule of

expenditures of federal awards and state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550 ; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with the Uniform Guidance and Chapter 10.550 ; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

## **Examination engagement terms**

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### **Examination objectives**

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with Section 218.415, Florida Statutes, regarding the investment of public funds; and Sections 163.387(6) and (7), Florida Statutes, regarding redevelopment trust funds (the identified Florida Statutes), in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the identified



Florida Statutes, in all material respects. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of the examination. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than the specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material noncompliance or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

#### **Our responsibilities**

We will conduct our examination in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the identified Florida Statutes, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the identified Florida Statutes in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the identified Florida Statutes. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the identified Florida Statutes that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

#### **Management responsibilities**

You are responsible for the entity's compliance with the identified Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the identified Florida Statutes.

You are responsible for the design, implementation, and maintenance of effective internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the identified Florida Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence. You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the identified Florida Statutes.

You are responsible for the entity's compliance with the identified Florida Statutes; and for selecting the criteria and determining that such criteria are appropriate for your purposes. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you. For all nonattest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the identified Florida Statutes, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the identified Florida Statutes. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

## **Nonaudit services**

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### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes in conformity with U.S. GAAP, the Uniform Guidance, and Chapter 10.550 based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards and state financial assistance is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and state financial assistance and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards and state financial assistance.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the schedules to be uploaded to the Department of Financial Services LOGER system as part of the annual reporting process. You will be required to review, approve, and accept responsibility for the schedules. You are also responsible for uploading to the LOGER system.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

## **Other matters**

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### **Use of financial statements**

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and examination engagements and the dates required will be provided in a separate communication.

At the conclusion of the audit engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards and state financial assistance, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit and examination documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator, or its designee; a federal or state agency providing direct or indirect funding; the U.S. Government Accountability Office; the Florida Department of Financial Services; or the Auditor General, State of Florida for purposes of a quality review of the audit and examination, to resolve audit or examination findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit and examination documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit and examination documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit and examination documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by an oversight agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

## **Limitations and dispute resolution**

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### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

#### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, any action or legal proceeding by you against us must be commenced within the period of limitations as delineated in Florida Statute 95.11(4)(a).

#### **Fees**

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We estimate that our professional fees will be \$27,675 for the audit of the Sebring Airport Authority. For the audit of the CRA, our professional fees will be based on the actual time spent at our standard hourly rates. These estimates are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our audit and examination reports. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

#### ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

#### **Consent**

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##### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Sebring Airport Authority's information in these cost comparison, performance indicator, and/or benchmarking reports.

**Subcontractors**

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

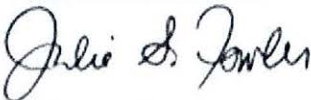
**Agreement**

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We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements and examination of your compliance, including the terms of our audit and examination engagements and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**



Julie S. Fowler, CPA  
Signing Director  
863-202-8116  
Julie.Fowler@CLAconnect.com

Enclosure

**Response:**

This letter correctly sets forth the understanding of the Sebring Airport Authority.

Authorized governance signature:  \_\_\_\_\_

Title: ~~Board Chair~~ Ex Director \_\_\_\_\_

Date: 7-14-21 \_\_\_\_\_

Authorized management signature: \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** July 15 2021

**PRESENTER:** Mike Willingham

**AGENDA ITEM:** CitraPac – Consent to Leasehold Mortgage

**BACKGROUND:** Please see email from Gregg Harshman attached hereto.

**REQUESTED MOTION:** Move to approve and authorize the Executive Director to execute same.

**BOARD ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER



## Bev Glarner

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**From:** Gregg Harshman <gharshman@citrapac.com>  
**Sent:** Tuesday, July 6, 2021 5:30 PM  
**To:** Mike Willingham  
**Cc:** Bev Glarner; Bob Swaine; Tina Harshman  
**Subject:** Fwd: FW: loan to CitraPac  
**Attachments:** CONSENT to leasehold mortgage.doc

**Categories:** CitraPac

Document will be handed  
out at Meeting.

Mike and Bob,

Hope you are all well and enjoyed the 4th!

We have a new USDA Covid program line of credit with Pilot Bank closing and the bank needs the attached signed by the Airport Authority. Please let us know if acceptable and if any questions we can connect with Charlie Conoley, who did the original USDA loan on the building, now with Pilot Bank.

Thank you.  
Gregg.

CitraPac

----- Forwarded message -----

**From:** Charles Conoley <cconoley@pilot.bank>  
**Date:** Tue, Jul 6, 2021 at 9:52 AM  
**Subject:** FW: loan to CitraPac  
**To:** Gregg Harshman <[gharshman@citrapac.com](mailto:gharshman@citrapac.com)>  
**CC:** Steve Small <[stevescapitalresource@outlook.com](mailto:stevescapitalresource@outlook.com)>

Gregg,

Can you get this done (attachment signed by Airport Authority) for us?

Charles Conoley

Vice President

Pilot Bank

(941) 704-4585 (cell)

cconoley@pilot.bank

## CONSENT TO LEASEHOLD MORTGAGE

THIS CONSENT TO LEASEHOLD MORTGAGE is made and entered into this July 15<sup>th</sup>, 2021, by and between Sebring Airport Authority, a body politic and corporate of the State of Florida (herein "Landlord") whose notice address is 128 Authority Lane, Sebring, FL 33872 and PILOT BANK (herein "Lender") whose notice address is 12471 West Linebaugh Avenue, Tampa, FL, 33617.

### WITNESSETH:

**WHEREAS**, CitraPac, Inc., a Florida corporation (herein "Tenant") holds a leasehold interest (herein "Leasehold") in certain real property owned by the Landlord legally described on Exhibit A (the "Property") pursuant to that certain Lease Agreement dated February 2, 2015 a restated memorandum of which is recorded in Official Records Book 2483, Page 1147, of the Public Records of Highlands County, Florida (herein "Lease").

**WHEREAS**, the Tenant has requested a loan from Lender (herein "Loan") to be secured by a mortgage on the Leasehold (the "Mortgage"); and

**WHEREAS**, the Lender as agreed to make the Loan, subject to the consent of the Landlord, as Lessor under the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Consent to Mortgage:** Landlord does hereby consent to the Mortgage to Lender, as Mortgagee, from Tenant, as Mortgagor, to be secured by the Leasehold, provided, however, that the Leasehold Mortgage does not constitute a lien on Landlord's fee simple title, but only a lien on the Leasehold interest created under the Lease. This consent extends to any and all renewals, extensions and modifications of the indebtedness secured under the Mortgage and to such future advances as are made by Lender in its discretion, pursuant to the Mortgage.

**2. Default Under Mortgage:** Landlord hereby agrees that upon default by the Tenant under the terms of the Mortgage, Lender may cause the Mortgage to be foreclosed in any lawful way and enforce the Mortgage and acquire title to the Leasehold and the entire interest of the Tenant therein, and rent the Property to another tenant pending foreclosure and acquisition and disposal of title to the Leasehold, and Lender may sell or assign the Property and the improvements thereon, or may sublet the Property and utilize the Property for any lawful purposes and transfer the whole Leasehold interest or any part thereof to an assignee or subtenant, all subject to the Landlord's superior rights pursuant to the Lease. Lender, and any transferee of the Lender, and tenant of either, pending foreclosure and acquisition and disposal of title to the Leasehold, approved as aforesaid, shall be liable to perform all obligations imposed upon the Tenant under the Lease only during the period the Lender, its transferee or tenant has possession or ownership of the Leasehold estate, but any sub-Tenant shall be solely liable during the term of the aforesaid Lease, unless excused therefrom in writing by the Landlord. Any subletting or transferee of the

Lender shall be subject to Airport's approval, which shall not be unreasonably withheld or conditioned.

**3. Default Under Lease:** Landlord agrees to provide Lender notice of Tenant defaults under the Lease and agrees that Lender shall have same rights to notice and cure of Tenant defaults given to 1<sup>st</sup> Manatee Bank pursuant to subparagraph 18 C. of the Lease. Such right to notice and cure shall survive satisfaction of the mortgage held by 1<sup>st</sup> Manatee Bank. Landlord agrees that it will not terminate the Lease because of the bankruptcy or insolvency of the Tenant, or because the Tenant abandons the Property, or because the Tenant allows the Lease or any estate or interest thereunder to be taken under any writ of execution, or because the Tenant makes an assignment for the benefit of creditors, or because of any other failure on the part of the Tenant to observe or perform any of the covenants contained in the Lease, if the Lender, within sixty (60) days after receipt of written notice from the Landlord of its intention to terminate the Lease for any such cause, shall cure any default curable by the payment of money, or if such default shall not be curable by payment of money, shall promptly perform all covenants of the Lease until such time as the Leasehold shall be sold upon foreclosure, pursuant to the Mortgage. The right to cure defaults of the Tenant under this agreement shall include the right of Lender to exercise Tenant's right to renew the Lease if Tenant fails to exercise any renewal right under the Lease within the time provided in the Lease.

**4. Notice of Default and Other Notices:** All notices, requests, demands and other communications provided for hereunder (specifically including notices of Tenant default), until otherwise changed pursuant to this Agreement, shall be given at the notice addresses set forth above. Any notice required or permitted under this Agreement shall be in writing and shall be sent to the party to such party's notice address by hand delivery, certified mail return receipt requested, or by overnight mail.

Notwithstanding the date that each notice is given, the time period, if any, in which a response to any notice must be given shall commence to run from the date the notice is received by the recipient of the notice. Any party may, at any time by giving five (5) days prior written notice to the other party or parties hereto, change its notice address and may designate other parties to whom copies of all notices hereunder shall be sent.

**5. Modification:** No modification, amendment, or extension of any term or provision of the Lease shall be effective without the written consent and joinder of Lender. This limitation shall not apply to any rental rate increase which is expressly stated in the Lease.

**6. Conflict:** In the event of any conflict between the terms of the Lease and the terms of the Mortgage, the former shall control except as hereinabove set forth and nothing herein contained shall be construed as being a waiver of any of the terms, covenants or conditions of said Lease.

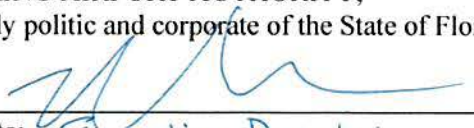
**7. Binding Agreement:** All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals as of the date first above written.

PILOT BANK

By: \_\_\_\_\_  
Charles S. Conoley, its Vice President

SEBRING AIRPORT AUTHORITY,  
A body politic and corporate of the State of Florida

By:  \_\_\_\_\_  
Its: Executive Director

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

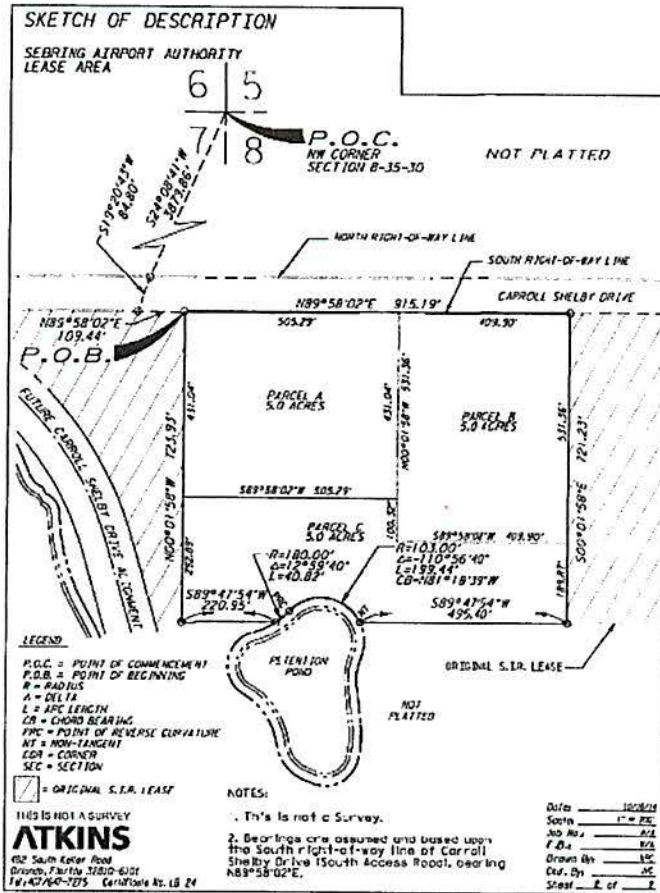


EXHIBIT A-1

SKETCH OF DESCRIPTION

SEBRING AIRPORT AUTHORITY  
LEASE AREA

LEGAL DESCRIPTION

PARCEL A

A portion of Section 7, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 8, Township 35 South, Range 30 South, Highlands County, Florida; thence S.24°08'41"W. for 3879.86 feet more or less to a point on the North right-of-way line of Carroll Shelby Drive; thence S.19°20'43"W. for 84.80 feet more or less to a point on the South right-of-way line of said Carroll Shelby Drive; thence N.89°58'02"E. along said South right-of-way line for 109.44 feet to the POINT OF BEGINNING; thence continue N.89°58'02"E. along said South right-of-way line for 505.29 feet; thence departing said South right-of-way line run S.00°01'58"E. for 431.04 feet; thence S.89°58'02"W. for 505.29 feet; thence N.00°01'58"W. for 431.04 feet to the POINT OF BEGINNING.

Containing 5.000 acres, more or less.

THIS IS NOT A SURVEY

**ATKINS**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/641-1215 Certificate No. 1H 24

Date: 01/13/15  
Scale: N/A  
Job No.: N/A  
F.S. #: N/A  
Drawn By: APC, ES  
Ckd. By: JEC  
Sheet 1 of 2

EXHIBIT A-2

SKETCH OF DESCRIPTION

SEBRING AIRPORT AUTHORITY  
LEASE AREA

LEGAL DESCRIPTION

PARCEL B

A portion of Section 7, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 8, Township 35 South, Range 30 South, Highlands County, Florida; thence S.24°08'41"W. for 3879.86 feet more or less to a point on the North right-of-way line of Carroll Shelby Drive; thence S.19°20'43"W. for 84.80 feet more or less to a point on the South right-of-way line of said Carroll Shelby Drive; thence N.89°58'02"E. along said South right-of-way line for 614.73 feet to the POINT OF BEGINNING; thence continue N.89°58'02"E. along said South right-of-way line for 409.90 feet; thence departing said South right-of-way line run S.00°01'58"E. for 531.36 feet; thence S.89°58'02"W. for 409.90 feet; thence N.00°01'58"W. for 531.36 feet to the POINT OF BEGINNING.

Containing 5.000 acres, more or less.

12/13/13 08:11:00 AM

THIS IS NOT A SURVEY

**ATKINS**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407/661-7225 Certificate No. 18 24

Date: 12/13/13  
Scale: N/A  
Job No.: N/A  
F.B.: N/A  
Drawn By: J.C. V.S.  
Ckd. By: J.C.  
Sheet 1 of 2

EXHIBIT A-3

SKETCH OF DESCRIPTION

SEBRING AIRPORT AUTHORITY  
LEASE AREA

LEGAL DESCRIPTION

PARCEL C

A portion of Section 7, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 8, Township 35 South, Range 30 South, Highlands County, Florida; thence S.24°08'41"W. for 3879.86 feet more or less to a point on the North right-of-way line of Carroll Shelby Drive; thence S.19°20'43"W. for 84.80 feet more or less to a point on the South right-of-way line of said Carroll Shelby Drive; thence N.89°58'02"E. along said South right-of-way line for 109.44 feet; thence departing said South right-of-way line run S.00°01'58"E. for 431.04 feet to the POINT OF BEGINNING; thence N.89°58'02"E. for 505.29 feet; thence S.00°01'58"E. for 100.32 feet; thence N.89°58'02"E. for 409.90 feet; thence S.00°01'58"E. for 189.87 feet; thence S.89°47'54"W. for 495.40 feet to a point along the Top of Bank of a Retention Pond, said point also being on a non-tangent curve concave Southerly; thence Westerly along said Top of Bank and along the arc of said curve having a radius of 103.00 feet and a chord bearing of N.81°18'39"W., through a central angle of 110°56'40", for 199.44 feet to a point of reverse curvature of a curve concave Northwesterly; thence continue along said Top of Bank and along the arc of said curve, having a radius of 180.00 feet, through a central angle of 12°59'40" for 40.82 feet; thence S.89°47'54"W. for 220.95 feet; thence N.00°01'58"W. for 292.89 feet to the POINT OF BEGINNING.

Containing 5.000 acres, more or less.

15-JAN-2019 10:01  
S:\Surveying\_Corpus\NCDN\sketch\atkins\mapresgpr\_Lansdown

THIS IS NOT A SURVEY

**ATKINS**

482 South Keller Road  
Orlando, Florida 32810-6101  
Tel: 407.641.1275 Certificate No. LB 24

Date: 07/13/25  
Scale: N/A  
Job No: N/A  
Proj: N/A  
Drawn By: APC/JS  
Ckd. By: JPC  
Sheet: 1 of 2



**RESOLUTION SAA 21-07**

**A RESOLUTION OF THE SEBRING AIRPORT  
AUTHORITY TO APPROVE AMENDMENT S21-06 TO  
THE 2020-2021 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 2020-2021 Budget Amendment S21-06 as presented.

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

**PASSED AND ADOPTED** this 15th day of July 2021.



**SEBRING AIRPORT AUTHORITY**

By: \_\_\_\_\_

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY  
 BUDGET AMENDMENT# S21-06  
 EFFECTIVE ACCOUNTING PERIOD: May 2021

7/15/2021

SUBMITTED BY: Colleen Plonsky  
 SUBMITTED BY: 

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 4/31/21	INCREASE	DECREASE	REVISED BUDGET	Reason:
FBO	344-001-FBO	FBO Pilot Supply Sales	\$ 800.00	\$ 500.00		\$ 1,300.00	Budget Understated
SAA	362-210-SAA	SIR Special Events-Ticket Revenue	\$ 230,000.00	\$ 20,000.00		\$ 250,000.00	Budget Understated
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
<b>Total Revenue Increase/Decrease</b>			<b>\$ 230,800.00</b>	<b>\$ 20,500.00</b>		<b>\$ 251,300.00</b>	
<b>COST CENTER (expenses)</b>							
FBO	512-001-FBO	FBO COGS Fuel	\$ 700,000.00	\$ 200,000.00		\$ 900,000.00	Budget Understated
FBO	512-003-FBO	FBO COGS Pilot Supplies	\$ 600.00	\$ 400.00		\$ 1,000.00	Budget Understated
FBO	512-039-FBO	FBO Military Operating Expense	\$ 15,000.00	\$ 10,000.00		\$ 25,000.00	Budget Understated
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
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			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
<b>Total Expenses Increase/Decrease</b>			<b>\$ 715,600.00</b>	<b>\$ 210,400.00</b>		<b>\$ 926,000.00</b>	
<b>Capital Expenditures Adjustments</b>							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$2,988,598.32	\$ 20,500.00	\$ 210,400.00	\$2,798,698.32	

REQUEST #: S21-06

TRANSFER TYPE:  ITEM TO ITEM  
 OPERATING RESERVE  
 BY RESOLUTION # SAA 21-07

BOARD APPROVAL:  
 Executive Director   
 \_\_\_\_\_  
 \_\_\_\_\_

# Executive Director's REPORT



## INSIDE

- Phil Moyer, WWII Pilot Visits Sebring Airport
- Sebring Airport Updates and News
- Astronaut, Wally Funky Headed To Space



## ...A World War II pilot and man who helped send people to the moon.



June 19, Sebring Airport Café had the pleasure of welcoming Philip Franklin Moyer to dine and tour the historic Hendricks Field.

The 97-year-old flew in with a few friends to enjoy brunch. Moyer flew 35 bombing missions in World War II and later helped build the Vehicle Assembly Building (VAB) at Cape Canaveral, a key component to space exploration. The 19-year-old Moyer trained to fly B-17 Flying Fortress long-range bombers for World War II at Hendricks Field. “It was an honor to host Mr. Moyer and his friends and give them a tour of the historic site,” said Mike Willingham, Airport Executive Director.

After the war, Moyer returned to study architecture and got into civil engineering because, as he would later say, he didn’t want to work inside. His firm would name him as project manager on the National Aeronautics and Space Administration’s Vertical Assembly Building, later renamed “Vehicle Assembly Building.”

Completed in 1965, the VAB stands 525 feet tall and 518 feet wide with 129,428,000 cubic feet of interior space. The four doors in each high bay, among

the largest in the world at 456 feet tall, take about 45 minutes to open.

“It’s really just a huge open space,” as Moyer described, with a heavy steel skeleton.

He knew the immense structure would perform admirably. Architects and engineers, he said, train to build structures to last. Still, he hopes maintenance crews regularly check the bolts that hold on the metal skin, given Florida’s hurricane force winds every year.

When asked how he felt about being connected to space exploration, “I ate all that stuff up. It was a wonderful feeling,” said the man who as a boy grew up listening to the “Buck Rogers in the 25th Century” radio show.

Born in 1924 in Doylestown, Penn., just before the start of the Great Depression as one of four boys, Moyer grew up daydreaming about flying. After being called up for service, and deciding to enlist in the U.S. Army Air Corps, he recalls being a bit overwhelmed with the size of bombers when all they had flown was “twin-engine plywood cabin jobs.”

As a cadet in Montgomery, Alabama, he got his first look at the B-17, a “factory with four

props,” and had no other goal than to fly it. Instructors, he recalled, were “kind of crazy.” One taught formation flying by leaning out of a waist-gunner’s window with a broom handle to try and tap the wing of an adjacent plane.

Flying in formation in combat was harrowing, Moyer said, especially when they had to climb through a blinding cloud bank, holding controls steady and hoping all other pilots would do the same.

In the 15th Air Force, running missions into Europe they hit oil and coal refineries to cut the fuel supplies to the enemy. He said they did a “super job,” because the Germans had fuel shortages, but they never could knock operations out completely.

Thinking back, he said, he doesn’t remember airfields, like Hendricks, as much as people and emotions: “How sad you are about the guy who didn’t make it [and] how happy you are that you did.”

That was especially true of those beside you. Moyer recalls having many excellent co-pilots. Any copilot who sat through five combat missions in the captain’s seat could get designated as a pilot. One copilot lacked one

mission, and Moyer agreed to let him take the pilot’s seat.

Over the target, flak came in the window and killed the young man. Moyer, busy watching instruments, realized what had happened and was able to pull the plane back up into formation, but his copilot was gone.

In later years, it would break his heart again to see the loss of two space shuttle crews, Challenger during launch in 1986 and Columbia during re-entry in 2003. These days, the prevalence of cyber-warfare upsets him. He doesn’t want to see the safety his generation fought to protect lost for his 12 great grandchildren.

Moyer also decries a new tendency in American commerce to focus on blogs, YouTube channels and other forms of “talk” when what people need is innovative products to help improve their lives.

“Talk has never made any of those things,” Moyer said. “Everything we have is made by people who tried to make others’ lives better.”

## Two New Events coming to Sebring International Raceway

**Wayne Estes Reporting**

This fall Sebring will host two new events, Creventic's 24-hour GT sports car event the weekend prior to Thanksgiving, and a first for Sebring, an SRO America's World Challenge event for GT sports cars, October 1-3.



Creventic, based in The Netherlands, brings European teams and drivers to the U.S. for a round-the-clock event that welcomes spectators and their RVs to kick off the 2021 holiday season.

But first, a late addition to the calendar in early October also welcomes spectators and RVs the full Sebring circuit.

Both groups have multi-year contracts in place ensuring full autumn schedules for several years to come.



### KSEF Staff Fire Fighting Training

On June 16th Sebring Airport welcomed the Highlands County Fire Fighters and Emergency Medical Technicians (EMTs) to the airport for a fire equipment safety training presentation. The training was attended by the FBO Line Technicians and office administrative staff.

The Highlands County professionals put our airport team through their paces as they learned how to respond

to emergencies on the field. Lessons included familiarization with various types of fire extinguishers and each one's specific purpose. There was both classroom and outdoor, practical demonstrations. Team members were given the opportunity to extinguish a small propane fire that had been safely arranged in the parking lot. Afterward, a post-test was administered to assess all that each attendee had learned.

*Proclaimed Scott Carkeet, "We are happy to report everyone passed with high marks!"*



### Executive Director Attends "Floridians for Better Transportation" Summer Camp

2021 Transportation Summer Camp in Marco Island is one of Florida's premier conferences where professionals come together to renew friendships, forge new partnerships, learn new concepts and be motivated to view our world from different perspectives. Explained Mike Willingham, "We heard from Kevin Thibault, Secretary of Transportation State of Florida, Frank DiBello, President and CEO of Space Florida among many others. I have asked

Secretary Thibault and Frank DiBello to attend one of our Board Meetings by Teams."

### E-Stone Expansion

The Expansion includes a new 80,000 square foot production building. Inside the western end of the building will be approximately 3,000 square feet of office space, which also includes a new lab with an environmental aging chamber. The lab will be constructed in the existing distribution building.

Site work for the expansion will include parking for the new facilities, utility connections, and stormwater drainage for all the new buildings. The project cost is

approximately \$10 million.

Geotech investigation for the expansion has been completed, the survey as well as design/permitting efforts are in progress.

### About E-Stone Corporation

E-Stone Manufacturing is part of TREND Group, a global leader in surfaces for residential and commercial use. Based at the airport, E-Stone Corporation is an innovator in the industry, as it implements advanced sourcing and manufacturing processes and practices, which reduce impact on the environment, while creating the highest quality product.

# Acclaimed Wally Funk Finally Punching Her Ticket To Space

More than 60 years after longtime flight instructor and aspiring astronaut Wally Funk joined a group of women who submitted to a battery of medical tests designed to assess their fitness for space, the 82-year-old will realize a lifelong mission when she joins Jeff Bezos and two others aboard Blue Origin's New Shepard when it rockets from the Earth on July 20.

"No one has waited longer," Bezos posted on Instagram, arm-in-arm with Funk, during a surprise announcement that private space company Blue Origin released on the company's website July 1.

"Honey, that's the best thing that ever happened to me," Funk said as she grabbed the billionaire in a bear hug during a video that documented the moment.

The Woman in Space Program became known unofficially as the "Mercury 13." It was a short-lived, privately funded project in the early 1960s conceived to assess the medical fitness of women for spaceflight. At that time, scientists speculated women might make good occupants for cramped space vehicles because "on the average, women are smaller and lighter than men," NASA noted in a historical document.

By the end of the summer of 1961, 19 women pilots had taken astronaut fitness examinations at a clinic run by Dr. William Randolph Lovelace in Albuquerque, New Mexico. Funk, then a 21-year-old flight instructor, was the youngest of a group that also included ground-breaking female aviators Geraldyn "Jerrie" Cobb, a ferry pilot, and Jacqueline Cochran, an air racer.

Funk and her contemporaries proved they were fit for the unknown rigors of space travel by taking—and passing—numerous exams that tested their psychological and physiological fitness.

A vertigo experiment shot ice water into their ears to measure recovery; circulation was assessed with a tilt table device; stomach acid was measured by having them swallow a rubber tube; and respiration was determined by pedaling a stationary bicycle that "pushed the women to exhaustion," the NASA report noted. Funk, Cobb, and fellow contender Rhea Hurrle had further proved they were fit during psychological evaluations and an isolation tank test.

During the program "they asked me, 'Do you want to be an astronaut?' and I said, 'Yes,'" Funk recalled during an Instagram video. "They told me that I had done better and completed the work faster than any of the guys." However, the program was abruptly terminated, leaving the women in limbo. "I got ahold of NASA four times; I said, 'I want to become an astronaut' but nobody would take me."



Longtime pilot Wally Funk, who set her sights on becoming an astronaut in the early 1960s, will join Jeff Bezos and others aboard the Blue Origin New Shepard space ship in late July. Photo courtesy of Wally Funk via Blue Origin.

Funk and other of her contemporary female aviation pioneers lobbied the U.S. government for many years to send women to space. More than two decades later, in 1983, Sally Ride became the first U.S. female astronaut aboard the space shuttle mission STS-7.

Funk said in the video that she's been flying "forever" and has accumulated 19,600 flying hours. During a lengthy flight instruction career, she taught "over 3,000 people to fly—private, commercial, instrument, flight engineer, airline transport, gliding—everything the FAA has, I've got the license" for it.

She will surpass a mark set by John Glenn as the oldest person to experience space travel. The first American to orbit Earth was 77 when he participated in the STS-95 mission in 1998.

Funk said that she hasn't "ever" let things get in her way, even when people told her that she was a girl and "can't do that. I said, 'Guess what? Doesn't matter what you are. You can still do it if you want to do it.'"

Funk had previously pledged to be aboard Virgin Galactic's SpaceShipTwo before Bezos offered her an earlier flight.

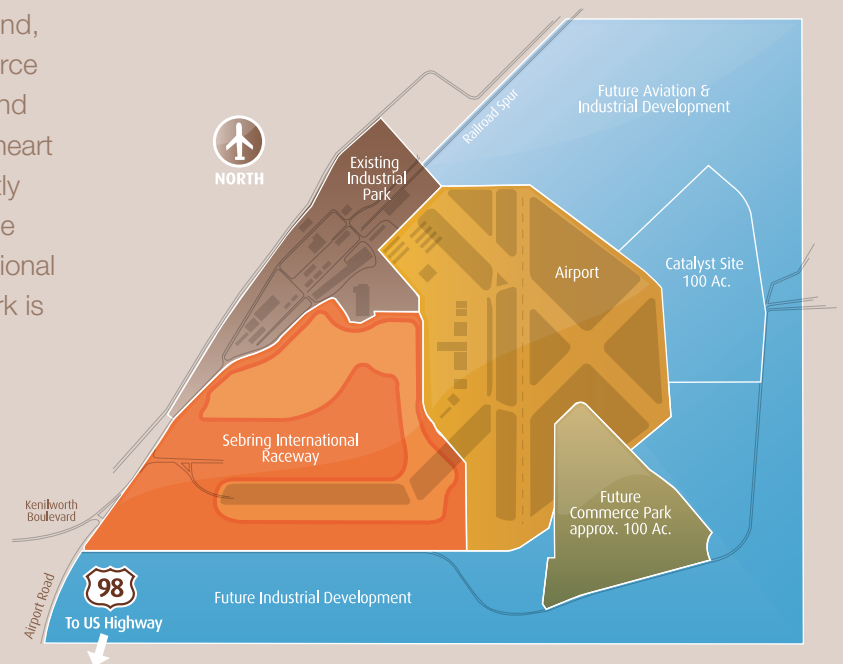


Sebring Regional Airport  
128 Authority Lane  
Sebring, Florida 33870  
[www.sebring-airport.com](http://www.sebring-airport.com)  
863.655.6444

**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   |  Existing Industrial Park      |
|  Catalyst Site        |  Airport                       |
|  Future Commerce Park |  Sebring International Raceway |



**ACCELERATE YOUR BUSINESS'S POTENTIAL**

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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Johnson D Craig</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>SAA CRA</i>
MAILING ADDRESS <i>1100 NANCEVILLE AVE</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>Sebring FL 33870</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
COUNTY <i>Highlands</i>	NAME OF POLITICAL SUBDIVISION: <i>SAA CRA</i>
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
	<input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

## 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 equally 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 the reverse side and filling 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 inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate 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 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 otherwise may participate 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 other side)



**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' SINTEREST**

I, Craig Johnson, hereby disclose that on July 15<sup>th</sup> 2021, 20  :

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

- 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 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:

Invoices to be paid                  Client on List

Date Filed    July 15<sup>th</sup> 2021

  
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.