Sebring Airport Authority Board Meeting Agenda September 22, 2022

1:00 p.m.

Hendricks Field Sebring Airside Center

1. OPENING ITEMS

- a) Call to Order
- b) Pledge of Allegiance and Invocation
- c) Roll Call
- d) Announcements

Upcoming Meetings & Events

Date	Time	Meeting/Event	Location .
10/20/2022	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve July 2022 Minutes
- b) Approve July and August 2022 Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) Resolution 22-07 Approving Budget Amendment S22-05
- b) Resolution 22-08 Approving 2022-2023 Budget
- c) CliffordLarsonAllen Statement of Work Audit and Examination Services ADDED d) Resolution 22-09 and FDOT Grant for Taxiway 4A Realigment

CONTINGENT ACTION ITEMS

5. BOARD OF DIRECTORS' BUSINESS

Nominations for Sid Valentines Seat

6. CONCERNS OF THE PUBLIC

7. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions,

including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

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

EBRING AIRPORT AUTHORITY BOARD MEETING July 21, 2022

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on July 21, 2022, at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Carl Cool	s - 3	Chairman
Mark Andrews		Vice Chairman
Stanley Wells	5 -4 7	Asst. Secretary
Craig Johnson		Board Member
Pete McDevitt	<u> </u>	Board Member
	2	

Also

Mike Willingham - Executive Director
Beverly Glarner - Executive Assistant
Colleen Plonsky - Director of Finance
Bob Swaine - Swaine and Harris
Kathy Rapp - HCBOCC Liaison

Craig Sucich - Avcon

Berk Edwards - Edwards Médiation

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Stanley Wells.
- C. Roll Call

Pete McDevitt, Carl Cool, Mark Andrews, Craig Johnson and Stanley Wells were present for the meeting. Terrill Morris and Sidney Valentine were absent.

D. Announcements

2. MISCELLANEOUS

3. CONSENT AGENDA

Approve the Consent Agenda:

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

4. ACTION ITEMS

A. Resolution 22-05 - Application to Economic Development Administration

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

B. Inventory Removal

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

C. FLG Teardowns, Inc. - Lease renewal

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

D. ITB #22-06 Taxiway A4 Realignment - Award

This item was presented by Craig Sucich. There was a motion by Craig Johnson to approve the item with a second by Mark Andrews. The motion was passed with aye votes by Cool, Wells, Johnson, and Andrews. McDevitt abstained. Craig Johnson asked the Chairman that his motion be withdrawn as he has to abstain. There was a new motion by Mark Andrews to approve the item with a second by Stanley Wells. The motion was passed with aye votes by Cool, Wells, and Andrews. McDevitt and Johnson abstained.

E. Resolution 22-06 Budget Amendment S22-04

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

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report and updated the Board on Range activities.

6. BOARD OF DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 1:18pm.

Mike Willingham, Executive Director

Approved by Board

Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 9/30/2022 Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ABA ABA-Con, Inc. 22096	7/19/2022	7/19/2022	5,720.00	0.00	0.00	5,720.00	0.00	0.00	FBO: Purchase & Installation TCS 3000 Printer for Jet- A Fuel Truck; Includes Equipment, Shipping &
	Vendor	ABA Totals:	5,720.00	0.00	0.00	5,720.00	0.00	0.00	Installation
ASCENT Ascent Avia	ation Group								
866935	8/8/2022	9/22/2022	29,567.66	0.00	29,567.66	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
867258	8/10/2022	9/24/2022	27,314.22	0.00	27,314.22	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
867259	8/11/2022	9/25/2022	27,298.36	0.00	27,298.36	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
867260	8/16/2022	9/15/2022	29,281.67	0.00	29,281.67	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
867418	8/9/2022	9/8/2022	27,437.44	0.00	27,437.44	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
869775	8/18/2022	10/2/2022	28,688.03	0.00	28,688.03	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
871729	8/31/2022	10/10/2022	32,236.48	0.00	32,236.48	0.00	0.00	0.00	FBO: Jet -A Fuel at APBR
874941	9/9/2022	9/29/2022	32,118.82	32,118.82	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
M278285	9/14/2022	10/4/2022	41.12	41.12	0.00	0.00	0.00	0.00	FBO: WingPoints Issued through 9.14.22
S034613	9/1/2022	9/21/2022	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Desktop Fee for Software
	Vendor ASC	ENT Totals:	234,281.30	32,457.44	201,823.86	0.00	0.00	0.00	
SAA Sebring Airport	Authority								
AUGUST 2022	8/31/2022	8/31/2022	23,858.66	0.00	23,858.66	0.00	0.00	0.00	FBO: August 2022 Expenses Due September 2022
	Vendor	SAA Totals:	23,858.66	0.00	23,858.66	0.00	0.00	0.00	
	Re	port Totals:	263,859.96	32,457.44	225,682.52	5,720.00	0.00	0.00	

Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 9/30/2022 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&ESERV Air & Electric	al Services, Inc	3							
1592-536314	8/26/2022	9/21/2022	278.22	278.22	0.00	0.00	0.00	0.00	SAA: Service Call; Added 2 Data Drops in Pilot's Lounge & Relocated CAT 5 Drop
	Vendor A	&ESERV Totals:	278.22	278.22	0.00	0.00	0.00	0.00	
ALLIED Universal Proter 13212509	8/31/2022	LC 9/30/2022 ALLIED Totals:	13,278.85	13,278.85	0.00	0.00	0.00	0.00	SAA: August 2022 Security Service
			10,270.00	10,270.00	0.00	0.00	0.00	0.00	
ATKINS Atkins North An 1979281	nerica, Inc. 8/31/2022	9/30/2022	16,627.61	16,627.61	0.00	0.00	0.00	0.00	SAA: August 2022 General On-Call Service
1979281-BR	8/31/2022	9/30/2022	15,133.15	15,133.15	0.00	0.00	0.00	0.00	SAA: August 2022 Building 22 Re-Roof
1979281-HT	8/31/2022	9/30/2022	6,050.00	6,050.00	0.00	0.00	0.00	0.00	SAA/CRA: August 2022 Haywood Taylor Project
	Vendor	ATKINS Totals:	37,810.76	37,810.76	0.00	0.00	0.00	0.00	
AVCON Avcon, Inc. 123075 OC	8/31/2022	9/30/2022	8,320.00	8,320.00	0.00	0.00	0.00	0.00	SAA: August 2022 General On-Call Services
	Vendor	AVCON Totals:	8,320.00	8,320.00	0.00	0.00	0.00	0.00	
BIGMES Big Messages 688-J1604	9/14/2022	10/1/2022 BIGMES Totals:	159.60	159.60	0.00	0.00	0.00	0.00	SAA/FBO: After Hours Telephone Answering Service
	vendor	SIGNIES TOTAIS:	159.60	159.60	0.00	0.00	0.00	0.00	
BUGS Bugs Bee-Ware I 146140	Ext., Inc. 9/12/2022	9/26/2022	175.00	175.00	0.00	0.00	0.00	0.00	SAA: Plant & Shrub Care at Terminal Bldg.
146151	9/12/2022	9/26/2022	100.00	100.00	0.00	0.00	0.00	0.00	SAA: Plant & Shrub Care at Bldgs. 103/104
	Vendo	er BUGS Totals:	275.00	275.00	0.00	0.00	0.00	0.00	
C&CPLUM C & C Plumb 13365	ing, Inc. 9/2/2022	10/2/2022	180.25	180.25	0.00	0.00	0.00	0.00	SAA: Replaced the leaking supply line, fill valve, and flapper at Aeromed water closet.
	Vendor C&	CPLUM Totals:	180.25	180.25	0.00	0.00	0.00	0.00	cioset.
CARRIER Carrier Corpo	ration								
90193434	7/1/2022	7/31/2022	49,570.00	0.00	0.00	0.00	49,570.00	0.00	SAA: Move, Repipe & Reset 2 AC Condensers in Terminal Building
	Vendor C	ARRIER Totals:	49,570.00	0.00	0.00	0.00	49,570.00	0.00	

Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 9/30/2022 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CINTAS Cintas 4130765172	9/8/2022	10/8/2022	536.78	536.78	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp
	Vendor (CINTAS Totals:	536.78	536.78	0.00	0.00	0.00	0.00	Cody Biogradina (Biografia)
CINTAS1 Cintas 9190736737	9/1/2022 Vendor C l	10/1/2022 INTAS1 Totals:	109.00	109.00	0.00	0.00	0.00	0.00	SAA/FBO: Monthly Agreement for AED System
CIVILSU CivilSurv Design 442-001001-10	8/31/2022	9/30/2022 CIVILSU Totals:	9,105.26 9,105.26	9,105.26 9,105.26	0.00	0.00	0.00	0.00	SAA: Professional Services for Webster Turn Drive Resurfacing
DIANARI Diana Ries Des 14042 AUGUST 2022	signs, Inc. 8/31/2022	9/30/2022	637.00	637.00	0.00	0.00	0.00	0.00	SAA/CRA: Formidable Digital Signatures -v2.07 to v3.0, SRA, CRA, Institute, FTZ; modify SRA biz letterhead; upload 2 resolution PDF files and link them; Upload and
	Vendor D	IANARI Totals:	637.00	637.00	0.00	0.00	0.00	0.00	link four board PDF items to SRA, Upload and link four board PDFs to CRA, Monsido conference meeting with Executive Office
FEC Federal Express Co 7-867-17440	8/30/2022	10/14/2022 lor FEC Totals:	9.17 9.17	9.17	0.00	0.00	0.00	0.00	FBO: Express Shipping
JACKS Jack's Lawn Serv 1897 SEPT 2022	9/1/2022	9/30/2022 JACKS Totals:	8,325.00 8,325.00	8,325.00 8,325.00	0.00	0.00	0.00	0.00	SAA: September 2022 Lawn & Landscape Care
QTPOD Qtpod - Petroleu 1443-SP2022	9/12/2022	10/12/2022 QTPOD Totals:	1,425.00	1,425.00 1,425.00	0.00	0.00	0.00	0.00	FBO: Base Network Access & Support Agreement - Renewal for One Year
SWAINE Swaine, Harris 7296	8/31/2022	9/30/2022 WAINE Totals:	2,514.93 2,514.93	2,514.93 2,514.93	0.00	0.00	0.00	0.00	SAA: August 2022 Legal SVC - General
TECHHOU TechHouse:Ir TE0-36-362261-220	9/12/2022	9/19/2022	40.00	40.00	0.00	0.00	0.00	0.00	SAA: General IT Support; Installed New WatchGuard Feature Key and Activate New License Key
		CHHOU Totals:	40.00	40.00 83,004.82	0.00	0.00	0.00	0.00	

July 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
7/4/2022	APEX OFFICE PRODUCTS INC	\$137.55	FBO: Trash bags for cleaners
7/5/2022	AMZN Mktp US		FBO: Refund for Lemonade that was never Delivered
7/5/2022	AMZN Mktp US 7Z0FK3PS3		SAA: Replacement Power Supply Unit for Vehicle Gate 9. (RETURNED)
7/5/2022	CIRCLE K 07515		SAA: Fuel for Maintenance Truck
7/5/2022	W & W LMB LAKE PLACID	\$8.75	SAA: Hardware for X Generators
7/7/2022	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
7/7/2022	WING AERO PRODUCTS	\$185.21	FBO: Products for Resale to FBO Customers
7/8/2022	A 2 Z CUSTOM CARTS	\$625.00	FBO: Cargo Box and Motor Flush for FBO Golf Cart
7/8/2022	Amazon.com 817E191D3	\$89.49	SAA: Replacement Power Supply Unit for Vehicle Gate 9
7/8/2022	AMZN MKTP US 6K56J35K3 AM		SAA: Clips for Mini Blinds
7/8/2022	APEX OFFICE PRODUCTS INC	\$25.99	SAA: Purchase of Facial Tissue
7/8/2022	CIRCLE K 07515	\$41.57	FBO: Fuel for Courtesy Vehicle Tahoe
7/9/2022	RESIDENCE INN SEBRING	\$387.00	SAA: Bldg. 22 Reroof Project: RPR Hotel Room for Week
7/10/2022	ADOBE ACROPRO SUBS		SAA: Monthly Subscriptions
7/11/2022	A 2 Z CUSTOM CARTS	\$44.00	FBO: Drive Belt for FBO Golf Cart
7/11/2022	COLE AUTO SUPPLY INC	\$19.36	FBO: Two NAPA 1365 Oil Filters Purchased for Gators
7/11/2022	DISH NETWORK-ONE TIME		FBO: Monthly Satellite Service for Pilot's Lounge - July 2022
7/11/2022	JACKS WRECKER SERVICE		FBO: Transport of Two Jet-A Trucks between APBR and Aba-Con
7/11/2022	WCI SEBRING HAULING		SAA/FBO: Monthly Waste Collection - July 2022
7/12/2022	AMZN Mktp US DM3L35UW3		FBO: Two Unicom Radios to Replace Broken Unicom
7/12/2022	CIRCLE K 07515		SAA: Fuel for Maintenance Truck
7/12/2022	ENGINEERED SPECIALTY PRD	\$127.43	FBO: Certified Quick Connect Nozzle Pressure Gauge Purchased and
= // = /= = =		Marrier Dispersions Donne	Certified to Satisfy APBR Contract
7/13/2022	VERIZONWRLSS RTCCR VB		SAA/FBO: Monthly Mobile Service June 2022
7/14/2022	CIRCLE K 07515		SAA: Ex. Directors Vehicle Fuel
	AMZN Mktp US WK8SW2HO3		SAA: Wall Pack Lighting for Building 22
	RESIDENCE INN SEBRING		SAA: Bldg. 22 Reroof Project: RPR Hotel Room for Week
7/15/2022	TRTAX&ACTGPROFESSIONAL		SAA: Monthly Subscription Fixed Asset Software
	AMERICAN MESSAGING		FBO: Monthly Emergency Beeper Service
	GATE 1204 Q80		SAA: Ex. Director Vehicle: Fuel
	AMZN Mktp US LN6ME0KR3		FBO: Wireless Mouse and Keyboard for Assitant FBO Manager
7/19/2022	AMZN Mktp US NZ2TU2SA3	\$549.97	SAA: Dehumidifier for Building 103

July 2022 P-Cards

7/19/2022 7/20/2022 7/20/2022	CIRCLE K 07515 AMAZON.COM 459WE0CL3 AMZN ASTM FEES/PUBLICATIONS	\$58.98	SAA: Fuel for Maintenance Truck SAA: Belt for Terminal Building ACs FBO: ASTM D1655-21C Replaces Previous Version as Required to Maintain
7/20/2022	IN EAF, INC	110000000000000000000000000000000000000	Compliance with DLA Military Fuel Contract SAA: Human Resource Webinar Director of Finance
7/20/2022	OFFICE DEPOT #1165		SAA: Inkjet Cartridge
7/20/2022	W & W LMB LAKE PLACID		SAA: Caulk for Building 60 Windows
7/22/2022	AMZN Mktp US FH6WK4KZ3		SAA: Dehumidifiers for Building 103 Offices
7/22/2022	CIRCLE K 07515		FBO: Fuel for Tahoe
7/22/2022	GG III SAVE A LOT #		FBO: Water cases for FBO
7/22/2022	LOOPNET INC		SAA: Online SAA Realty Listing Company
7/22/2022	RESIDENCE INN SEBRING		SAA: Bldg. 22 Reroof Project: RPR Hotel Room for Week
7/22/2022	VIOC GQ0043		SAA: Oil Change 2018 Tahoe
7/25/2022	APEX OFFICE PRODUCTS INC		SAA: Two case paper for SAA and two case paper for FBO
7/26/2022	ADVANCE AUTO PARTS #9523		FBO: Replacement Breather Vents for Fuel Trucks
7/26/2022	AMZN Mktp US PN38I5WB3		FBO: Insect Trap for Use in Terminal Building
7/26/2022	APEX OFFICE PRODUCTS INC		SAA/FBO: Name Stamps for Accounting and FBO
7/26/2022	CFX VES WEBSITE		SAA: Toll Charges for Out-of-Town Travel Executive Director
7/26/2022	CIRCLE K 07515	200 STEELER STEEL STEELER	SAA: Fuel for Maintenance Truck
7/26/2022	COLE AUTO SUPPLY INC		FBO: Pressure Gauge for 5000-1 Jet-A Fuel Truck
7/26/2022	MYFLORIDACOUNTY.COM		SAA: Recording ILA for Highlands County School Aviation Classroom
7/27/2022	NAPA AUTO PARTS 161		FBO: Silicone Gauges for APBR
7/27/2022	THE BULB BIN		SAA: Bulbs and Ballasts for Terminal Building
7/29/2022	AMZN MKTP US IQ7MY47R3 AM		FBO: Pole socks for Meter Dip Stick @ APBR
7/29/2022	APEX OFFICE PRODUCTS INC	\$32.80	FBO: Plastic clipboards for APBR
7/29/2022	RESIDENCE INN SEBRING	\$387.00	SAA: Bldg. 22 Reroof Project: RPR Hotel Room for Week
8/1/2022	THE HOME DEPOT #6340	\$124.84	SAA: Materials for Cleaning Terminal Building
8/2/2022	OFFICE DEPOT #2362	\$59.98	FBO: Three Inch Paper Rolls for use with Jet-A Fuel Truck 5000-1 Fuel
			Truck New TCS Fuel Meter System
8/2/2022	RACEWAY 994 53609947	\$100.00	SAA: Fuel for Maintenance Truck
8/3/2022	AMZN Mktp US CY42M0FR3	\$192.36	FBO: Various items for FBO - also solar lights for line
8/3/2022	SWK TECHNOLOGIES INC	\$326.48	SAA: Monthly Fee for Mas90 Online Services - July 2022

Total Due: \$13,609.37

August 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
8/5/2022	DISH NETWORK-ONE TIME	\$126.91	FBO: Monthly Satellite Service for Pilot's Lounge - August 2022
8/5/2022	CIRCLE K 07515	\$42.00	FBO: Fuel for Courtesy VehicleTahoe
8/5/2022	THE HOME DEPOT #6340	\$277.96	FBO: Paper Towel/Shelves for FBO Storage
8/8/2022	WCI SEBRING HAULING	\$484.10	SAA/FBO: Monthly Waste Collection - August 2022
8/8/2022	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
8/9/2022	JIMMY JOHNS - 3480	\$12.33	FBO: Day 1 Dinner Meal during Texas Fuel Quality Control Course
8/10/2022	CHIPOTLE 2749	\$11.31	FBO: Day 2 Dinner Meal during Texas Fuel Quality Control Course
8/10/2022	CIRCLE K 07515	\$94.00	SAA: Fuel for Maintenance Truck
8/10/2022	VERIZONWRLSS RTCCR VB	\$1,516.30	SAA/FBO: Monthly Mobile Service July 2022
8/10/2022	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
8/11/2022	Amazon.com 6V5DL6RM3	\$13.86	FBO: Stapler for FBO
8/11/2022	CHICK-FIL-A #03288	\$8.32	FBO: Day 3 Dinner Meal During Texas Fuel Quality Control Course
8/12/2022	AMZN Mktp US WY6PB5S03	\$108.95	FBO: Shredder for FBO CSR
8/12/2022	EMBASSY SUITES LOVE FIEL		FBO: Hotel Room During Texas Fuel Quality Control Course
8/12/2022	HERTZ #0160020		FBO: Rental Car During Texas Fuel Quality Control Course
	SQ DICKEYS LOVE FIELD JV		FBO: Day 4 Lunch Meal During Texas Fuel Quality Control Course
	ALLEN ENTERPRISES INC		SAA: Replacement Rail Lighting
	HIGHTAIL-OPENTEXT		SAA: Annual Subscription of Large File Transfers/Emails
	TRTAX&ACTGPROFESSIONAL		SAA: Monthly Subscription Fixed Asset Software
	AMZN Mktp US GI72U0M73		FBO: Mousepad for FBO
	CIRCLE K 07515		FBO: Fuel for Courtesy VehcileTahoe
8/16/2022	NAPA AUTO PARTS 161	\$44.70	FBO: Two Replacement Pressure Gauges for APBR Jet-A Truck, Bottom Load and Pre-
			Check Valves
	WAL-MART #3887	\$21.92	FBO: Pink Lemonade for FBO
	BEALLS FL	\$136.00	FBO: CSR K. Pecor Uniform Pants
	BEALLS FL		FBO: CSR S. Preston Uniform Pants
	BEALLS FL		FBO: CSR A. Quintana Uniform Pants
	COLE AUTO SUPPLY INC		SAA: Batteries for Jump Box
	OFFICE DEPOT #2362		FBO: Binders and Manila Folders for FBO
	CIRCLE K 07515		SAA: Fuel for Maintenance Truck
	CIRCLE K 07515		FBO: Fuel for Courtesy VehicleTahoe
8/20/2022	BEST BUY 00014522	\$32.09	SAA: Computer Cable

August 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
8/22/2022	GG III SAVE A LOT #	\$103.74	FBO: Water for FBO
8/22/2022 E	BIG JOHNS GARAGE	\$815.52	FBO: Repaired Broken Engine Harmonic Balancer on Rental Jet-A Fuel Truck
8/22/2022 A	AMAZON.COM 211KV0QK3 AMZN	\$2.83	SAA: Mousepad for Executive Assistant
8/22/2022 I	LOOPNET INC		SAA: Online SAA Realty Listing Company
8/23/2022 A	AMZN Mktp US 7Z04D75B3		SAA: LED Lights for AeroMed Hangar
8/24/2022 A	AMZN Mktp US NL3493663	\$141.95	FBO: Filter Assemblies and Elements for UL94; Lighted Wands for Staff Use
8/24/2022 (COLE AUTO SUPPLY INC		SAA: Belts for Exhaust Fan
8/25/2022 A	APEX OFFICE PRODUCTS INC	\$9.99	FBO: Envelope Moisteners for FBO/SAA
8/25/2022 C	COLE AUTO SUPPLY INC		SAA: Battery for GPU
8/26/2022 A	APSAVIATION	\$701.28	FBO: Replacement Dust Covers for Various Fuel Nozzles
8/26/2022 A	APEX OFFICE PRODUCTS INC		SAA: File Folders, Banker Boxes, Rubber bands, Air Duster & Envelope Moistener
	CIRCLE K 07515		SAA: Executive Director Vehicle Fuel
8/29/2022 F	HARBOR FREIGHT TOOLS 538	\$16.48	FBO: Battery Float Charger for Runway X; AAA Battery 24 Pack for Lighted Wands
8/29/2022 C	CIRCLE K 07515		SAA: Fuel for Maintenance Truck
8/29/2022 H	HRCI.ORG	\$236.30	SAA: Online Classes for Human Resource Recertification
	AMZN Mktp US FL2PZ7E63	\$37.96	FBO: Foggles for Pilot Supply at FBO
	APSAVIATION	\$165.14	FBO: Two Mini Monitor Syringes for QC Testing of Jet-A Fuel
	SQ DMJ WATER WORKS	\$50.00	SAA: Vehicle Detailing for Executive Director Tahoe
	OF Supply Inc	\$852.90	SAA: Ten Vehicle Detectors to be Utilized when Repairing Powered Vehicle Gates
	THE HOME DEPOT #6340		SAA: Shelf for Pilots Lounge
	NAPA AUTO PARTS 161	\$182.99	FBO: Heavy Duty Battery Charger for Airport Equipment; Giant Funnel for APBR
	WING AERO PRODUCTS		FBO: Products for Resale to FBO Customers
9/1/2022 C	CIRCLE K 07515	\$57.57	FBO: Fuel for Courtesy Vehicle Tahoe

Total Due: \$10,419.54

Invoices Paid In July 2022 Presented In August 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT DESCRIPTION
07/01/22	A1 Extreme Cleaning LLC	\$1,250.00 SAA/FBO: July 2022 Cleaning in Terminal Building
	Copy Life Inc	\$120.57 SAA/FBO: June 2022 Copies
07/01/22	Department of Management Services	\$306.57 SAA/FBO: May 2022 Audio, Long Distance & Local Services
	Jason Ali	\$310.05 FBO: Travel Reimbursement for Mileage to APBR
	Rapid Systems	\$495.00 SAA/FBO: Monthly Internet Service
	Reliance Aviation Miami LLC	\$1,926.00 SAA/FBO: June Fuel Truck Lease
	Ascent - World Fuel	\$30.00 FBO: WingPoints Issued through 06.14.22
	Ruben Carrodegua	\$248.04 FBO: Travel Reimbursement for Mileage to APBR
	Ascent - World Fuel	\$38,370.53 FBO: Jet-A Fuel at Sebring
07/12/22		\$407.19 SAA/FBO: Weekly Service; Mats, Air Fresheners, FBO Red Mats and FBO Uniforms
	Paul C Valladares Jr dba Plantscapes	\$270.00 SAA/FBO: July 2022 Plant Service
07/12/22	Rapid Systems	\$228.94 SAA: June 2022 Internet Services; Executive Assistant Home Office and Control Tower
	TechHouse:Integrated	\$1,317.94 SAA: New Computer and Monitor for FBO Manager
	Big Messages LLC	\$159.60 SAA/FBO: After Hours Telephone Answering Service
07/19/22		\$109.00 SAA/FBO: Monthly Agreement for AED System
07/19/22	Crawford Tech Government Solutions LLC	\$854.40 SAA/CRA: Document Remediation for March 2022 Board Packet, Resolution Budget Amendment
		2021 Audited Financial Statements
07/19/22	Crawford Tech Government Solutions LLC	\$57.60 SAA/CRA: CRA 2020-2021 Annual Report Document Remediation
07/19/22	Department of Management Services	\$306.72 SAA/FBO: June 2022 Audio, Long Distance & Local Services
	Federal Express Corporation	\$50.52 SAA: Express Shipping
	SWK Technologies, Inc.	\$2,949.75 SAA: Remote Technical Assistance - Live Upgrade
07/25/22	Sebring Airport Authority	\$26,546.74 FBO: June 2022 FBO Expenses Due July 2022
07/25/22	Craig D Curtis dba A & L Lock & Safe Co.	\$133.00 SAA: Installed New Lever on Exterior Door on Bldg. 22
	Atkins North America, Inc.	\$2,050.00 SAA/CRA: July 2022 Haywood Taylor Roadway Rehabilitation
	Atkins North America, Inc.	\$34,572.08 SAA: June 2022 General On-Call Service
	Atkins North America, Inc.	\$20,541.79 SAA: June 2022 Building 22 Re-roof Expenses
	Bassett Electronics Inc	\$430.00 SAA: Service Call; Troubleshoot Camera Software, Re-enable Permissions on Camera Software
07/25/22	C & C Plumbing, Inc.	\$463.75 SAA: Service Call; Jetted Out 8" Drain Line on Tecnam Building
	Federal Express Corporation	\$18.08 SAA: Express Shipping
07/25/22	Probe Forensic Engineering, LLC	\$4,500.00 SAA: Engineering Services for Building 103
07/25/22	RW Summers Railroad Contractor, Inc.	\$882.00 SAA: June 2022 Track Inspection
	TechHouse:Integrated	\$105.00 SAA: June & August 2022 Recurring Monthly Software
07/25/22	Tetra Tech, Inc.	\$3,550.00 SAA: Engineering Services - Phase 1 Environmental Site Assessment at the Site of Stormwater
		Drainage Improvements for EDA Grant
07/25/22	Jason Ali	\$395.96 FBO: NATA Certified QC Inspector Workshop; Air Travel Reimbursement to and from for FBO Manager J. Ali

TOTAL PAID INVOICES: \$143,956.82

Invoices Paid In August 2022 Presented In September 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
08/02/22	A1 Extreme Cleaning LLC		SAA/FBO: August 2022 Cleaning in Terminal Building
	Aroma Coffee	\$564.80	SAA/FBO: Coffee Station & Cleaning Supplies Replenishment
08/02/22		\$1,554,65	SAA/FBO: Weekly && Bi-Weekly Service, Mats, Air Freshener; FBO Red Mats; New FBO Uniforms
		7.,000	for Employees
08/02/22	Copy Life, Inc.	\$130.74	SAA/FBO: July 2022 Copies
08/02/22	Commercial Energy Solutions		SAA: Service Call for Bldg. 60; Check Roof for Leak
08/02/22	Long's Air Conditioning	\$127.00	SAA: Check A/C Unit at Restaurant
08/02/22	TechHouse: Intergrated	\$867.50	SAA/FBO: General IT Support; Find Folders on Bev's Computer, Help Bev Sign into ShoreTel
			Server, Change Ashley's Display Name; Setup Jason's New Computer, Reactive Luis Pratt's
			Account, Setup Laptop for Luis
	Luis A Pratts	\$270.63	FBO: Travel Reimbursement for Mileage to APBR
	Rapid Systems		SAA/FBO: Monthly Internet Service
	Ruben Carrodegua	\$115.63	FBO: Travel Reimbursement for Mileage to APBR
08/09/22		\$511.82	SAA/FBO: Bi-Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees
08/09/22	Paul C. Valladares Jr. dba Paul's Plantscapes	\$270.00	SAA/FBO: August 2022 Plant Services
	Reliance Aviation Miami, LLC.	\$1,926.00	SAA/FBO: July Fuel Truck Lease
08/09/22	TechHouse: Intergrated	\$808.32	SAA/FBO: Annual Subscription for SPlus Mgt- Config & Restore; June & August 2022 Recurring
			Monthly Software
08/09/22	The Howard E Nyhart Company, Inc.	\$1,500.00	SAA: Professional Services- GASB 75 OPEB Report 50%
	Gibson Aviation Services	\$2,452.89	FBO: Filter Change on Jet-A Truck at APBR & Repair Water Slug
	Rapid Systems	\$228.94	SAA: July 2022 Internet SVCS; Ex-Assist/Tower
	Swift Fuels, LLC.	\$9,800.58	FBO: UL94_AvGas Fuel at Sebring
	Big Messages	\$159.60	SAA/FBO: After Hours Telephone Answering Service
08/16/22	Bugs Bee-Ware Exterminating, Inc.	\$920.00	SAA: Bi-Monthly Lawn Care 08.11.22
08/16/22	FABA	\$300.00	SAA: Annual Membership Renewal Fee- Florida Aviation
08/16/22		\$491.14	SAA/FBO: Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees
08/16/22		\$265.00	FBO: Travel Reimbursement for Mileage to APBR
	Leaf Capital Funding	\$489.67	SAA/FBO: Lease of Copy Machines
	Aroma Coffee	\$91.26	FBO: Coffee Station & Cleaning Supply Replenishment
08/23/22		\$200.00	SAA: July 2022 Star Farms - Grant Reimbursed
08/23/22	Atkins	\$38,533.01	SAA: July 2022 Building 22 Re-Roof, General On-Call Service, and Haywood Taylor Inter Local
20/00/00			Agreement
08/23/22		\$4,015.00	SAA: July 2022 General On-Call Services
08/23/22	Aviation Management Consulting Group		SAA: Professional Services - FBO RFP
08/23/22	Becker & Poliakoff, P.A.		SAA: General Construction Issues
	Box N Out	\$400.00	SAA/FBO: Monthly Recycling Service August 2022
08/23/22	Crawford Tech Government Solutions	\$777.60	SAA/CRA: Document Remediation for April-July 2022
08/23/22	Diana Ries Designs, Inc.	\$1,402.00	SAA/FBO: July 2022 Website Update Monsido dashboard to reflect "fixes" Maintenance SRA, CRA,
			Institute: Jetpack Facebook or Twitter and Google My Business: June ; Creative Directors' Report-
			July; Placard discussion- WWII table. Liaison with Bev, Mike- best way to display and content info.
08/23/22	Cinto		Research method for display
00/23/22	Cilitas	\$515.22	SAA/FBO: Bi-Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees

Invoices Paid In August 2022 Presented In September 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
08/23/22	Florida Airport Council	\$330.00	SAA: Annual Membership Dues August 2022
08/23/22	Greater LP Chamber of Commerce	\$175.00	SAA: Annual Membership Dues - LP Chamber
08/23/22	Innovative Publishing	\$205.00	SAA: Directory Listing in Florida Airports Council Directory
08/23/22	Swaine, Harris & Wohl, P.A.		SAA: July 2022 Legal SVC General On-Call Service ; July 2022 Legal SVC Ketelaars Claim
08/23/22	Team FL	\$1,800.00	SAA: 2022-23 Annual Membership Dues
08/23/22	TechHouse: Intergrated	\$3,801.99	SAA/FBO: Annual Subscription for WatchGuard Firebox M570 - Firewall Protection; Monthly
			Recurring Software Fees
08/23/22	Triangle Hardware	\$7.44	FBO: Clamps to Secure Fuel Caps at KSEF Fuel Farm
08/23/22	Ruben Carrodegua	\$375.00	FBO: Travel Reimbursement for Mileage to APBR
08/23/22	Sebring Airport Authority	\$25,611.91	FBO: July 2022 Expenses Due August 2022
08/30/22	Gibson Aviation Services		FBO: Service Call to KSEF to Troubleshoot Loaner Jet-A Truck; Indefeatable Deadman System
			Needs New Relay
08/31/22	Cintas	\$244.20	SAA/FBO: Weekly Service, Mats, Air Freshener; FBO Red Mats; FBO Uniforms for Employees
08/31/22	Federal Express Corporation	\$9.86	SAA: Express Shipping
08/31/22	Michael Byrd - America Elite	\$3,558.00	SAA: Clean All Tile, Grout & Vinyl Floors in Terminal Building; Stripped & Waxed Wood Floors at
			Runway Cafe, Including Wax & Stripper
08/31/22	All - Brite - Paula Jonack		SAA: Bldg. 103 - 3 Dehumidifiers Rented for 4 Months to Control Mold

TOTAL PAID INVOICES: \$121,236.89

RESOLUTION SAA 22-07

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S22-05 TO THE 2021-2022 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 2021-2022 Budget Amendment S22-05 as presented.

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

PASSED AND ADOPTED this 22nd day of September 2022.

SEBRING AIRPORT AUTHORITY

By:

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY **BUDGET AMENDMENT# S22-05 EFFECTIVE ACCOUNTING PERIOD: July 2022**

9/22/2022

SUBMITTED BY: Colleen Plonsky

SIGNED BY:

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGE OF 05/31/20		INCREASE	DECREASE		REVISED BUDGET	Reason:		v
SAA	331-620-109	Fed Grant Rev: Cares Act	S	. 1	\$ 7,415.30		S		Not Budge	eted	
SAA	362-000-SAA	SAA Rental Income-Industrial	\$ 1,050,0	00.00	to place the state of the state		S	1,300,000.00			
FBO	344-000-FBO	FBO Avgas Fuel Sales		00.00			S	430,000.00			
FBO	344-005-FBO	FBO Mogas Sales	The state of the s	00.00	The second secon		S			nderstated	
FBO	344-008-FBO	FBO Military Jet A Sales	THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE OWNER, T	00.00	The same of the sa		S	910,000.00			
FBO	344-014-FBO	FBO Ramp Fees & After Hours Fees		00.00	The second secon		\$			nderstated	
		1 De Namp 1 cos a Alter 1 louis 1 cos	\$				\$		Daugero	nauroutou .	
Total Revenue Increa	se/Decrease		\$ 2,020,0	00.00	\$ 777,415.30		\$	2,797,415.30			
COST CENTER (e.	xpenses)						-				
FBO	512-002-FBO	FBO COGS Oil Sales	\$ 44	00.00	\$ 1,700.00		S	6 100 00	Budget III	nderstated	
FBO	512-007-FBO	FBO COGS Mogas		00.00			Š			nderstated	
FBO	512-010-FBO	FBO Credit Card Fees		00.00			S			nderstated	
FBO	512-012-FBO	FBO Salaries		00.00			Š	240,000.00			
FBO	512-021-FBO	FBO Payroll Taxes		00.00			Š			nderstated	
FBO	512-041-FBO	FBO Communications/Telephone		00.00			S			nderstated	
SAA	512-034-SAA	SAA Contractual Services		00.00			S	320,000.00			
SAA	512-041-SAA	SAA Communications/Telephone		00.00			\$			nderstated	
SAA	512-046-SAA	SAA Repairs and Maintenance		00.00			S	255,000.00			
SAA	512-060-SAA	SAA Software Related Agreements		00.00			\$			nderstated	
SAA	512-095-SAA	SAA Seven Hotel Improvements	\$ 55,0	00.00	\$ 37,000.00		\$			nderstated	
Total Expenses Increa	ase/Decrease		\$ 795,9	00.00	\$ 340,200.00		\$	1,136,100.00			
ital Expenditures ustments											
1.5			Prior Mon Budgeted Ope Reserve	Section of the sectio	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)		Revised Budgeted Operating Reserve	W-0-0		
			\$43,0	17.32	\$ 777,415.30	\$ 340,200.00		\$480,232.62		The second second	

REQUEST #:

S22-05

BOARD APPROVAL:

TRANSFER TYPE:

□ ITEM TO ITEM

x OPERATING RESERVE

x BY RESOLUTION # SAA 22-07

Executive Director

RESOLUTION 22-08

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE THE 2022-2023 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 2022-2023 Budget as presented.

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

PASSED AND ADOPTED this 22nd day of September 2022.

SEBRING AIRPORT AUTHORITY

By: ____

Mike Willingham, Executive Director

Date:

September 22, 2022

To:

Board of Directors

From:

Colleen Plonsky, Director of Finance

Re:

SAA 2022-2023 Budget

I have taken the actual results for the current fiscal 11-month period (Oct 2021 – August 2022), annualized those numbers, and built the next year's budget from those numbers. The proposed 2022-2023 Budget shows Total Revenue of \$10,513,202.00 with a non-restricted operating reserve of \$8,314,823.00. The budget was prepared with input from the Executive Director and FBO Manager.

OPERATING REVENUE

Operating revenue is \$8,314,823.00 compared to \$7,799613.32 for 2021-2022. The increase is due the boost of revenue from FBO. The FBO 2022-2023 budgeted revenue of \$2,994,850.00 increases from \$1,949,100.00 for 2021-2022 Budget. This increase is due to an increase in all fuel sales. The budget assumes the T Hangars occupancy rate will stay at or above 90% and Commercial Hangars occupancy at 100%.

OPERATING EXPENSES

Operating expenses are increased to \$7,797,785.00 from last year's budget of \$7,139,996.00. The increase in expenses is related to an increase of fuel Costs of Goods Sold.

Total Personnel Expense (including payroll taxes, retirement, overtime, work comp) shows a budgeted increase of \$255,446.00 for additional staffing needs and raises for current staff.

CRA

The CRA budget shows \$413,799.00 in incremental tax revenue, interest income of \$6,000.00, and the fund balance brought forward in the amount of \$1,637,016.00 for total revenue of \$2,056,815.00 and total expenditures of \$2,056,815.00.

GRANTS

Anticipated State, Federal and Local grant funded projects for the 2022-2023 period include:

SEBRING AIRPORT AUTHORITY 2022-2023 BUDGET SUMMARY

		10/0	1/22-09/30/23	
REVENUE				
	CAPITAL INVESTMENT FEDERAL GRANT REVENUE	\$	1,978,541.00	
	CAPITAL INVESTMENT STATE GRANT REVENUE	\$	219,838.00	
	CAPITAL INVESTMENT LOCAL GRANT REVENUE	\$	-	
	CAPITAL INVESTMENT LOCAL OTHER REVENUE	\$	*	
	Total GRANT Revenue:			\$ 2,198,379.00
	TOTAL SAA REVENUE	\$	3,263,158.00	
	TOTAL FBO/FTZ REVENUE	\$	2,994,850.00	
	TOTAL CRA REVENUE	\$	2,056,815.00	
	Total COST CENTER Revenue:			\$ 8,314,823.00
		TOTA	L REVENUE	\$ 10,513,202.00
COST CENTER E	trade constant and a second and			
	TOTAL SAA EXPENSES	\$	2,901,100.00	
	TOTAL FBO/FTZ EXPENSES	\$	2,839,870.00	
	TOTAL CRA EXPENSES	\$	2,056,815.00	
	Total COST CENTER Expenses:			\$ 7,797,785.00
	Straffabritt absolutionals. A Visibilitativ Validania et title . #Solutionersative			\$ 2,198,379.00
	CAPITAL INVESTMENT EXPENSES			\$ 2,190,379.00
	OLA DUDOETED OPEDATING PECEDIE			\$ 362,058.00
	SAA BUDGETED OPERATING RESERVE			
	FBO/FTZ BUDGETED OPERATING RESERVE			\$ 154,980.00
	CRA BUDGETED OPERATING RESERVE			\$ -
	TOTAL 2022-2023 BUDGETED OPERATING RESERVE	Ī		\$ 517,038.00

FEDERAL GRAN	IT REVENUE		2022-2023 IUAL BUDGET
331-620-118	FAA - TAXIWAY A4 REALIGN CONSTRUCTION	\$	1 070 541 00
001 020 110	THE TANK AT LACION CONSTRUCTION	Ą	1,978,541.00
	TOTAL FEDERAL GRANT REVENUE	\$	1,978,541.00
STATE GRANT I	REVENUE		
334-610-118	FDOT - TAXIWAY A4 REALIGN CONSTRUCTION	\$	219,838.00
	TOTAL STATE GRANT REVENUE	\$	219,838.00
LOCAL GRANT	REVENUE		
	TOTAL LOCAL GRANT REVENUE	\$	-
OTHER GRANT	REVENUE		
		\$	-
	TOTAL OTHER GRANT REVENUE	\$	-
SAA REVENUE 342-200-SAA 343-500-SAA 360-000-SAA 360-100-SAA 360-500-SAA 361-190-SAA 362-000-SAA 362-010-SAA 362-020-SAA 362-030-SAA 362-150-SAA 362-200-SAA 362-210-SAA 364-400-SAA 369-601-SAA 381-999-SAA 384-000-SAA	FIRE PROTECTION FEES REVENUE SALE OF WWTP TO CITY SEBRING MISCELLANEOUS REVENUE DISCOUNTS ALLOWED-SAA SERVICE FEE INCOME - SAA INTEREST INCOME - SAA INTEREST INCOME - INDUSTRIAL RENTAL INCOME - INDUSTRIAL RENTAL INCOME - LAND RENTAL INCOME - New T/Comm Hangars RENTAL INCOME - New T/Comm Hangars RENTAL INCOME-SIR SUBLEASES RACE TRACK REVENUE - SIR SIR SPECIAL EVTS-TICKET REV GAIN/LOSS ON SALE OF ASSETS CONTR Private Sources CHATEAU ELAN OCCUPANCY CHARGE REVENUE CRA FUNDS TRANSFER (OFFSET 512-092-SAA) TRANSFER IN REIMBURSABLE EXPENSES CRA RECOVERY OF BAD DEBT	*****	103,000.00 26,258.00 60,000.00 400.00 - 500.00 1,300,000.00 740,000.00 120,000.00 295,000.00 210,000.00 250,000.00 145,000.00
	TOTAL SAA REVENUE	\$	3,263,158.00
FBO REVENUE 343-003-FBO 344-000-FBO 344-001-FBO 344-002-FBO 344-005-FBO 344-008-FBO 344-009-FBO	FBO TIE DOWN & HANGAR FEES FBO AVGAS FUEL SALES FUEL SALES - FTZ FBO JET A SALES FBO PILOT SUPPLY SALES UL94 MOGAS SALES FBO MILITARY JET A SALES FBO OIL SALES	\$ \$ \$ \$ \$ \$ \$ \$	1,000.00 426,000.00 1,265,000.00 1,400.00 56,250.00 1,000,000.00 7,500.00

		ANI	2022-2023 NUAL BUDGET
344-010-FBO	MILITARY AFTER HOURS FEES	Antologyalandore	2,100.00
344-011-FBO	NONCONTRACT MILITARY FUEL SALE	* * * * * * * * * *	90,000.00
344-014-FBO	FBO RAMP FEES & AFTER HOURS FEES	č	98,000.00
344-017-FBO	FBO RENTAL CAR COMMISSION - HERTZ	4	5,000.00
		Ф	5,000.00
344-018-FBO	FBO RENTAL CAR COMMISSION - ENTERPRISE	3	-
344-019-FBO	GPU USAGE FEES	\$	500.00
360-000-FBO	MISCELLANEOUS INCOME - FBO	\$	3,500.00
360-101-FBO	FBO DISCOUNTS EARNED	\$	3,500.00
361-190-FBO	INTEREST INCOME-FBO	\$	100.00
369-200-FBO	FBO FUEL TAX REFUND	\$	35,000.00
	TOTAL FBO REVENUE	\$	2,994,850.00
CRA REVENUE		NA.	
361-190-CRA	INTEREST INCOME - CRA	\$	6,000.00
386-700-CRA	CRA INCREMENTAL TAX REVENUE	\$	413,799.00
389-000-CRA	BALANCE BROUGHT FORWARD	\$	1,637,016.00
	TOTAL CRA REVENUE	\$	2,056,815.00
	TOTAL GRANT REVENUE	\$	2,198,379.00
	TOTAL COST CENTER REVENUE	\$	8,314,823.00
	TOTAL REVENUE	\$	10,513,202.00
A. A. A. 1989 A 140 A 1984 A 140 A 1984 A			
SAA EXPENSE		¢	220 500 00
512-011-SAA	SAA EXECUTIVE SALARIES	\$	238,500.00
512-012-SAA	SAA SALARIES	\$	361,200.00
512-016-SAA	CAFETERIA PLAN EXPENSE	\$ \$ \$ \$ \$ \$ \$ \$	2,000.00
512-021-SAA	SAA GEN GOV'T-PAYROLL TAXES	\$	42,000.00
512-022-SAA	SAA GENERAL GOV'T-RETIREMENT	\$	149,000.00
512-023-SAA	SAA GENERAL GOV'T-HEALTH INS.	\$	116,000.00
512-024-SAA	SAA W/C INSURANCE	\$	7,000.00
512-025-SAA	SAA UNEMPLOYMENT (SUTA/FUTA)	\$	1,000.00
512-030-SAA	SAA OPERATING EXPENSE	\$	51,000.00
512-031-SAA	SAA PROFESSIONAL SERVICES	\$	90,000.00
512-032-SAA	SAA ACCOUNTING & AUDIT FEES	\$	36,000.00
512-033-SAA	SAA LEGAL SERVICES	\$	70,000.00
512-034-SAA	SAA CONTRACTUAL SERVICES	\$	305,000.00
512-035-SAA	SAA ENGINEERING SERVICES	\$	300,000.00
512-036-SAA	SAA CONSULTING	\$	5,000.00
512-040-SAA	SAA TRAVEL	\$	10,000.00
512-041-SAA	SAA COMMUNICATION/TELEPHONE	\$	52,000.00
512-042-SAA	SAA POSTAGE	*****	1,200.00
512-043-SAA	SAA UTILITIES	\$	69,000.00
512-044-SAA	SAA RENTALS & LEASES	\$	23,000.00
512-045-SAA	SAA INSURANCE	\$	260,000.00
512-046-SAA	SAA REPAIRS AND MAINTENANCE	\$	145,000.00
512-047-SAA	HANGAR REPAIRS & MAINTENANCE	\$	30,000.00
512-049-SAA	SAA TAXES	\$	205,000.00
512-050-SAA	SAA LICENSES AND PERMITS	\$	1,000.00
012-000-0AA	WITE TO A TO	W	.,000.00

			2022-2023 ANNUAL BUDGET	
512-051-SAA	SAA OFFICE SUPPLIES	\$	3,000.00	
512-051-SAA	SAA OPERATING SUPPLIES	\$	15,000.00	
512-052-SAA	SAA BOOKS, PUBLICATIONS& DUES	\$	13,000.00	
512-055-SAA	SAA ADVERTISING	\$	10,000.00	
512-056-SAA	SAA SEMINARS, CONV.,TRAIN.	\$	6,000.00	
512-050-SAA 512-060-SAA	SAA SOFTWARE, RELATED AGREEMTS	4	39,000.00	
512-060-SAA 512-061-SAA	SAA COMPUTERS and ACCESSORIES	* * * * * * * * * * *	8,000.00	
		4	180,000.00	
512-072-SAA 512-082-SAA	SAA INTEREST PAYMENTS-DEBT SAA CHARITABLE CONTRIBUTIONS	¢.	200.00	
512-089-SAA	SAA EARNED DISCOUNTS	¢.	(15,000.00)	
	SAA PENALTIES AND FEES	\$	(10,000.00)	
512-090-SAA		Φ.		
512-092-SAA	CRA FUNDS TRANSFER (381-000-SAA) OFFSET	¢	72,000.00	
512-095-SAA	SAA-CHATEAU ELAN IMPROVEMENTS	4	72,000.00	
512-100-SAA	SAA DEPRECIATION EXPENSE	Φ		
512-200-SAA	SAA BAD DEBT EXPENSE	Ð	72 	
	TOTAL SAA EXPENSES (exc. Depreciation)	\$	2,901,100.00	
	SAA BUDGET OPERATING RESERVES	\$	362,058.00	
FBO EXPENSES				
512-001-FBO	FBO COGS - FUEL	\$	2,030,000.00	
512-002-FBO	FBO - COGS - OIL SALES	\$	5,000.00	
512-002-FBO	FBO COGS - FTZ	****	1) =	
512-003-FBO	FBO COGS - PILOT SUPPLIES	\$	1,000.00	
512-005-FBO	FBO MANAGEMENT FEE	\$? !	
512-006-FBO	FBO MANAGEMENT CO SUCCESS FEE	\$	N≅	
512-007-FBO	COGS - UL94 MOGAS	\$	45,000.00	
512-010-FBO	FBO CREDIT CARD FEES	\$	50,000.00	
512-011-FBO	FBO GENERAL MGR SALARY	\$	67,625.00	
512-012-FBO	FBO SALARIES	\$	265,305.00	
512-021-FBO	FBO PAYROLL TAXES	\$	24,000.00	
512-022-FBO	FBO RETIREMENT	\$	40,000.00	
512-023-FBO	FBO HEALTH INSURANCE	\$	100,000.00	
512-024-FBO	FBO W/C INSURANCE	\$	8,000.00	
512-025-FBO	FBO RECRUIT/EMP. HIRING EXP.	\$	500.00	
512-030-FBO	FBO OPERATING EXPENSE	\$	35,000.00	
512-031-FBO	FBO PROFESSIONAL SERVICES	\$	18,000.00	
512-033-FTZ	FTZ LEGAL SERVICES	\$	3	
512-034-FBO	FBO CONTRACTUAL SVCS	\$	1,000.00	
512-039-FBO	FBO MILITARY OPERATING EXP	\$	18,000.00	
512-040-FBO	FBO TRAVEL AND MEALS	\$	3,500.00	
512-041-FBO	FBO COMMUNICATIONS/TELE.	\$	19,000.00	
512-042-FBO	FBO POSTAGE	\$	500.00	
512-043-FBO	FBO UTILITIES	\$	13,000.00	
512-044-FBO	FBO RENTALS AND LEASES	\$	8,400.00	
512-045-FBO	FBO GEN. LIAB. INSURANCE	\$	8,000.00	
512-046-FBO	FBO REPAIRS & MAINTENANCE	\$	44,000.00	
512-047-FBO	FBO PRINTING	\$	200.00	
512-048-FBO	FBO MARKETING & PROMOTION	\$	400.00	
512-050-FBO	FBO LICENSES AND PERMITS	\$	200.00	
512-051-FBO	FBO OFFICE SUPPLIES	\$ \$ \$ \$ \$ \$ \$	2,200.00	
512-052-FBO	FBO OPERATING SUPPLIES	\$	20,000.00	

512-054-FBO 512-055-FBO 512-056-FBO 512-058-FBO 512-060-FBO 512-061-FBO	FBO BOOKS/PUBLICATIONS/DUES FBO ADVERTISING FBO SEMINARS AND CONVENTIONS FBO CASH OVER AND SHORT FBO SOFTWARE, RELATED AGREEMTS FBO COMPUTER ASSESSORIES TOTAL FBO/FTZ EXPENSES	AN \$ \$ \$ \$ \$ \$ \$ \$	2022-2023 NUAL BUDGET 1,000.00 500.00 2,000.00 40.00 8,000.00 500.00
	FBO BUDGET OPERATING RESERVES	\$	154,980.00
CRA EXPENSES 512-031-CRA 512-033-CRA 512-042-CRA 512-045-CRA 512-050-CRA 512-055-CRA 512-091-CRA 512-092-CRA 512-999-CRA 542-301-CRA 542-306-CRA	CRA PROFESSIONAL SERVICES CRA LEGAL SERVICES CRA POSTAGE CRA INSURANCE CRA LICENSES AND PERMITS CRA BOOKS, PUBLICATIONS & DUES CRA ADVERTISING CRA AGREEMENTS (NON-SAA) CRA AGREEMENTS (SAA) TRANSFER OUT REIMBURSABLE EXPENSES HAYWOOD TAYLOR RESURFACING PHASE II CR623-TERMINAL BI AIRFIELD DRAINAGE BUILDING 735 REROOF	*******	15,000.00 12,000.00 30.00 1,500.00 350.00 600.00 300.00 24,420.00 - 3,000.00 1,346,531.00 393,084.00 260,000.00
	TOTAL CRA EXPENSES	\$	2,056,815.00
	CRA BUDGET OPERATING RESERVES	\$	*
	TOTAL EXPENSES	\$	7,797,785.00
COMBINED BUDGETED OPERATING RESERVE (excluding Depreciation)			517,038.00

Revised 9/19/22



Statement of Work - Audit Services

July 28, 2022

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2022.

Julie S. Fowler, CPA is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the business-type activities, which collectively comprise the basic financial statements of Sebring Airport Authority, 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.

Nonaudit services

We will also provide the following nonaudit services:

- · Preparation of your financial statements and the related notes.
- · Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- · Preparation of schedule of federal awards and state financial assistance.
- · Preparation of schedules to be uploaded to the Department of Financial Services LOGER system

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the

financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your 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). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with 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). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 on 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 results 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 results 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.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance 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 an opinion 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, the standards for financial audits contained in *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material
 noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those
 risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The
 risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher
 than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions,
 misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit 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. However, we will communicate to you in writing any significant deficiencies
 or material weaknesses in internal control relevant to the audit of the financial statements that we have
 identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting
 estimates made by management, as well as evaluate the overall presentation of the financial statements,
 including the amounts and disclosures, and whether the financial statements represent the underlying
 transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the
 aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a
 reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- · Management override of controls
- Revenue recognition

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, and 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.

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 financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, Government Auditing Standards, and 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, Rules of the Auditor General, 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. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

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, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; 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.

You are responsible 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, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial 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.

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.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

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 expect to begin our audit on approximately November 14, 2022.

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 the dates required will be provided in a separate communication.

At the conclusion of the 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, 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.

The audit 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 documentation and appropriate individuals will be made available upon request and in a timely manner to regulator, or its designee; a federal or state agency providing direct or indirect funding; the U.S. Government Accountability Office; or the Auditor General, State of Florida for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit 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 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 the regulator. 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.

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 audit 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 SOW 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/.

Fees

Our professional fees are detailed in the table below. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing 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. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Service	Professional Fee
Audit of the Financial Statements; Federal and State Single Audits	\$32,000
Implementation of Statement on Auditing Standards 134	\$1,200
Audit of the Implementation of GASB Statement No. 87, Leases	\$2,500

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective

responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

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

CLA Client CliftonLarsonAllen Sebring Airport Authority ORG: ORG: Julie S. Fowler NAME: NAME: Signing Director TITLE: TITLE: SIGN: SIGN: July 28, 2022 DATE: DATE:



Statement of Work - Assertion Based Examination Services

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 23, 2022, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Sebring Airport Authority ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity for the year ended September 30, 2022.

Julie S. Fowler is responsible for the performance of the examination engagement.

Examination services

We will examine your compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2022.

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, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with Section 218.415, Florida Statutes, regarding the investment of public funds, 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.

Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement.

We will issue a written report upon completion of the examination. 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 misstatement 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.

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 Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than the specified parties.

Our responsibilities, procedures, and limitations

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 Section 218.415, Florida Statutes, regarding the investment of public funds, 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 Section 218.415, Florida Statutes, regarding the investment of public funds 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 Section 218.415, Florida Statutes, regarding the investment of public funds. 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 Section 218.415, Florida Statutes, regarding the investment of public funds 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 Section 218.415, Florida Statutes, regarding the investment of public funds. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds. You are responsible for the design, implementation, and maintenance of 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 Section 218.415,

Florida Statutes, regarding the investment of public funds, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (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 Section 218.415, Florida Statutes, regarding the investment of public funds.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. 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.

Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee 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 Section 218.415, Florida Statutes, regarding the investment of public funds, 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 Section 218.415, Florida Statutes, regarding the investment of public funds. 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.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

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 SOW for that service.

Fees

Our professional fees are included in our fee outlined in the Statement of Work for audit services.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our examination engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to examination services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our examination services including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

CLA Client CliftonLarsonAllen Sebring Airport Authority ORG: ORG: Julie S. Fowler NAME: NAME: Signing Director TITLE: TITLE: SIGN: SIGN: July 28, 2022 DATE: DATE:

RESOLUTION NO. 22-09

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ALL OTHER DOCUMENTS REQUIRED FOR THE GRANT AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sebring Airport Authority applied to the State of Florida Department of Transportation for a grant to fund the Sebring Regional Airport Construct Taxiway A4 Realignment (herein the "Taxiway A4 Realignment"); and

WHEREAS, the Sebring Airport Authority and the State of Florida Department of Transportation wish to enter into the Public Transportation Grant Agreement, Financial Project Number 448709-1-94-01, for the Taxiway A4 Realignment.

NOW, THEREFORE, BE IT RESOLVED BY the members of the Sebring Airport Authority that:

- The State of Florida Department of Transportation Public Transportation Grant 1. Agreement, Financial Project Number 448709-1-94-01, for the Taxiway A4 Realignment is hereby approved.
- Carl Cool, Chair and Mike Willingham, Executive Director are each separately 2. authorized and directed to sign and deliver all documents required by the State of Florida Department of Transportation for the Public Transportation Grant Agreement, Financial Project Number 448709-1-94-01, for the Taxiway A4 Realignment.
 - This resolution shall take effect immediately upon its passage. 3.

PASSED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 22nd day of September 2022.

SEBRING AIRPORT AUTHORITY

By:

Carl Cool, as its Chair or

ice Chair ☐ Mark Andrews Hapis

Stanley H. Wells, as its Asst. Secretary

Aviation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence) 448709-1-94-01		Fund(s):			FLAIR Category:	088719	
		Work Activity Code/Function:	215		Object Code:	740100	
		Federal Number/Federal Award			Org. Code:	55012020129	
		Identification Number (FAIN) – Transit only:	N/A		Vendor Number:	VF591173009002	
Contract Number:	G2C43	Federal Award Date:	N/A		•		
CFDA Number:	N/A	Agency SAM/UEI Number:			•		
CFDA Title:	N/A					_	
CSFA Number:	N/A						
CSFA Title:	N/A						

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into ______, by and between the State of Florida, Department of Transportation, ("Department"), and <u>Sebring Airport Authority</u>, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in <u>SEBRING REGIONAL AIRPORT CONSTRUCT TAXIWAY A4 REALIGNMENT</u>, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- **3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

	Aviation
	Seaports
	Transit
_	Intermodal
	Rail Crossing Closure
X	Match to Direct Federal Funding (Aviation or Transit)
	(Note: Section 15 and Exhibit G do not apply to federally matched funding
	Other

- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
 - X Exhibit A: Project Description and Responsibilities
 X Exhibit B: Schedule of Financial Assistance
 *Exhibit B1: Deferred Reimbursement Financial Provisions
 *Exhibit B2: Advance Payment Financial Provisions
 *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
 X Exhibit C: Terms and Conditions of Construction
 X Exhibit D: Agency Resolution
 X Exhibit E: Program Specific Terms and Conditions
 X Exhibit F: Contract Payment Requirements
 *Exhibit G: Audit Requirements for Awards of State Financial Assistance

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- **6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through <u>June 30</u>, <u>2025</u>. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
 - **a.** If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- **8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
 - **a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
 - **e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

9. Project Cost:

- a. The estimated total cost of the Project is \$2,198,380. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$219,838 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
 - X Travel expenses are NOT eligible for reimbursement under this Agreement.

____ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- **j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

may require as listed in **Exhibit "E"**, **Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- **k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- I. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities**.

- **11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
 - **a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - **ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. _ If this box is checked, then the Agency is permitted to utilize **Indirect Costs:** Reimbursement for Indirect Program Expenses (select one):
 - i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. __Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

- **13. Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
 - **a.** The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - **i.** The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - **iii.** Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - **ii.** There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- 15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- **b.** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a Department audit exemption statement the to FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- **1.** Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
- 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the Federal award;
- **4.** Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- 5. Withhold further Federal awards for the Project or program;
- **6.** Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- **b.** The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G", Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

Email: flaudgen localgovt@aud.state.fl.us

- Any copies of financial reporting packages, reports, or other information required to ٧. be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- The Agency, when submitting financial reporting packages to the Department for vi. audits done in accordance with Chapters 10.550 (local governmental entities) or

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

- **d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 07/22

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad rightof-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- **e.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- **a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- **c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- **e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

Form 725-000-01 STRATEGIC DEVELOPMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

- f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Sebring Airport Authority	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	Ву:
Name: CArl Cool	Name: John M. Kubler, P.E.
Title: Chairman	Title: Director of Transportation Development
	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:
	Don Conway, Senior Attorney (as to legality and form)

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

EXHIBIT A

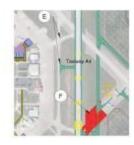
Project Description and Responsibilities

- **A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Sebring Regional Airport Construct Taxiway A4 Realignment
- B. Project Location (limits, city, county, map): Sebring Regional Airport/Sebring, FL/Highlands
- **C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): SEF Construct Taxiway A4 Realignment: As required by 215.971, F.S., this scope of work includes but is not limited to construction administration, inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, asphalt surface course, pavement repairs, pavement markings, airfield lighting & signage, airfield electrical vault work, stormwater drainage facilities, utility relocation, and sodding, including all materials, equipment, labor, and incidentals required to construct the Taxiway A4 Realignment. The Sponsor will comply with Aviation Program Assurances.
- D. Deliverable(s): Sebring Regional Airport Construct Taxiway A4 Realignment

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

- E. Unallowable Costs (including but not limited to):
- F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448709-1-94-01	DDR	088719	2023	740100	N/A	N/A	\$219,838.00
448709-1-94-01	FAA	088719	2023	740100	N/A	N/A	\$1,978,542.00
	Total Financial Assistance				\$2,198,380.00		

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$219,838.00	\$0.00	\$1,978,542.0 0	\$2,198,380.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$219,838.00	\$0.00	\$1,978,542.0 0	\$2,198,380.00			

^{*}Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Sco	pe Code	and/or	Activity
Line	Item (Al	LI) (Tran	sit Only)

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM	
Department Grant Manager Name	
Docusigned by: Dawn Hallon	9/20/2022 11:41 AM EDT
Signature	Date

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

- 1. Design and Construction Standards and Required Approvals.
 - **a.** The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
 - b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. <a href="Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
 - c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
 - **d.** The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
 - **e.** The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
 - f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **2.** Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
 - a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

PUBLIC TRANSPORTATION **GRANT AGREEMENT EXHIBITS**

STRATEGIC DEVELOPMENT OGC 07/22

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction
- The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- I. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- **m.** The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- **n.** The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- **s.** During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. Engineer's Certification of Compliance. The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Sepring Aircoat Authority

and	S COTTING THE PORT PARTING
PROJECT DESCRIPTION: Separ	ng Rugional Airport Construct Taxiway A4 Realignmen
DEPARTMENT CONTRACT NO.:	
FINANCIAL MANAGEMENT NO.:	
certifies that all work which original compliance with the Project construapproved plans, a list of all deviation, will be attached to this Construction.	Conditions of the Public Transportation Grant Agreement, the undersigned ally required certification by a Professional Engineer has been completed in action plans and specifications. If any deviations have been made from the tions, along with an explanation that justifies the reason to accept each ertification. Also, with submittal of this certification, the Agency shall furnish plans for construction on the Department's Right of Way certified by the
No. 62570 * STATE OF * CORIDA * * * * * * * * * * * * * * * * * *	Date:

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION AVIATION PROGRAM ASSURANCES

A. General.

- 1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
- 2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- 3. The Agency shall comply with the assurances as specified in this Agreement.
- **4.** The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- **5.** There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- **6.** There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
- **8.** An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- **9.** Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
- **10.** Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

- 1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. Florida Statutes (F.S.)
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook
- 2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

C. Agency Authority.

- 1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.
- **D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- **a.** The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- **b.** The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- **a.** The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- **b.** For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall 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 and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- **b.** If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

- **a.** For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- **a.** The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- **b.** The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- **c.** The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- **a.** The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- **b.** The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- **c.** The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- **a.** The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- **b.** The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency 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; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- **d.** Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- **a.** The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- **b.** All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.
- 9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement 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 air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- **a.** The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- **b.** If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- **b.** The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- **a.** The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency 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.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

- 2) The Agency 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.
- **b.** The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- **13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, 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 and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - **2)** Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- **b.** Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- **a.** The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- **b.** If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- **a.** The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- **b.** The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- **17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- **b.** The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- **a.** The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- **b.** Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.
- 21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:
 - a. Execute the project per the approved project narrative or with approved modifications.
 - **b.** Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
 - c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
 - **d.** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
 - **e.** If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- **g.** The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- 22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:
 - a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.
 - **b.** Administration. Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - **3)** Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - **4)** Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
 - **c. Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
 - **d. New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
 - **e. Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
 - f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - **b)** Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- **4)** Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

- a. Project Certifications. Certify Project compliances, including:
 - Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 3) Completed construction complies with all applicable local building codes.
 - **4)** Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
- **b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
 - 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
 - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
 - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
 - **4)** Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. Inspection and Approval. The Agency assures that:
 - 1) The Agency 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 Department, as applicable, for the Project.
 - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
- **d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

- 24. Noise Mitigation Projects. The Agency assures that it will:
 - **a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
 - b. Private Agreements. For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 07/22

EXHIBIT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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Contract Number (ex. C9A12, optional): G2C43

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 448709-1-94-01

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Aviation

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605 Suwannee Street

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Don Conway

don.conway@dot.state.fl.us

Senior Attorney

Florida Department of Transportation

Security Level: Email, Account Authentication

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DC

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2022 11:40:57 AM
Certified Delivered	Security Checked	9/20/2022 1:28:25 PM
Signing Complete	Security Checked	9/20/2022 2:13:10 PM
Completed	Security Checked	9/20/2022 2:13:10 PM
Payment Events	Status	Timestamps

ACADEMIA EXPERIENCE

Dean of Applied Sciences & Technologies

South Florida State College, Avon Park, FL December, 2021 – present

- Leading a team of faculty and staff in efforts to achieve college mission, goals, and objectives through policies, procedures, and practices
- Managing grants, special projects, and annual strategy initiatives and budgets
- Engaging industry experts and employers to ensure alignment of programs with industry needs to help ensure employability of graduates
- Collaborate with key stakeholders to ensure proper gathering, analysis, and reporting
 of critical data are accurate for accreditation and compliance with oversight from
 government and other entities

Interim Associate Dean of Business & Computer Science

Palm Beach State College, Lake Worth, FL January, 2021 – December, 2021

- Lead a team of faculty and staff in efforts to achieve college mission, goals, and objectives through policies, procedures, and practices
- Managed annual and other periodic budgets
- Built relationships with community organizations to promote programs and understand employment needs
- Developed tactical, operational, and strategic goals for the division to align with those of the college
- Drove the launch of a new culinary program to meet student demand and community needs
- Oversaw the development of college degree completion program for incarcerated individuals to prepare them for careers after release
- Coordinated efforts for the development of Supply Chain Management programs through a grant from JP Morgan
- Expanded efforts in workforce development through seeking new opportunities for internships, apprenticeships, and related programs

Professor and former Computer Science Department Chair

Palm Beach State College, Lake Worth, FL August, 2017 – December, 2020

- Taught and developed face-to-face, hybrid, and online computer science & information technology courses
- Drove the development of online courses to enable students the option to complete all department programs entirely online
- Managed Computer Science & Information Technology Department, which consists of seven full-time faculty members and over twenty adjunct faculty members
- Hired, mentored, managed, observed, and assigned courses to adjunct faculty
- Trained and assisted adjunct faculty in course development, LMS management, and other classroom management strategies and techniques

- Developed and presented annual Program Reviews for administration
- Managed and responded to student complaints regarding adjunct faculty, programs, courses, and other issues
- Worked in partnership with colleagues across campuses to maximize student opportunities, minimize conflicts, and implement new programs
- Founded and advised two student clubs to improve student engagement, and thereby retention and success, with activities outside of the classroom
- Served as an active member of the Computer Science Cluster Committee driving curriculum changes to ensure alignment with Florida Department of Education requirements and the needs of our community and students
- Participated actively with the Computer Science Business Advisory Council to ensure curriculum meets the needs of area businesses and to build partnerships for internships, field trips, guest speakers, and student employment
- Collaborated with the Career Services office to plan events to drive student employment, becoming a "Career Champion" at PBSC
- Built relationships within the BAS program to coordinate curriculum, improve student lab utilization, and improve student retention
- Served as a member of the Honors College Advisory Council for two years
- Successfully completed the Emerging Leaders Program
- Created and served as advisor for student group focused on developing soft skills, creativity, teamwork, and problem solving
- Selected to serve on the college President's Innovation Committee in response to COVID-19 pandemic
- Awarded THRIVE Fellowship to "embody positive mental, emotional, physical, and interpersonal lives in their work and in the culture of the College by employing strategies to promote well-being for themselves and others"

Adjunct Faculty - Online Various Institutions 2009 – present

• Teaching and developing courses in business and IT for various institutions of higher education, including Bellevue University, Excelsior College, and Union College

Global Faculty – Online Grantham University 2009 – 2011

- Fulltime, virtual, faculty member teaching and developing various courses in business and information systems
- Assisted with accreditation compliance activities, such as alignment of course objectives, program objectives, and institutional objectives
- Researched other institutions to determine appropriateness of articulation agreements
- Lead virtual professional development activities with full-time and adjunct
- Assisted with retention initiatives, such as student seminars and newsletter articles
- Engaged external organizations in efforts to build organizational relationships

<u>Chair and Adjunct Instructor – School of Information Technology</u>

ITT Technical Institute 2007 – 2011

- Managed staff of three fulltime instructors and numerous adjunct instructors with a focus on student engagement
- Maintained the highest level of student retention rates among all campus departments through student interaction
- Implemented workshops and programs leading to the highest graduate employment rate among all campus departments

PROFESSIONAL EXPERIENCE

Business and Educational Consultant

The Beacon Group, Northeastern Michigan & South Florida 2009 – 2017

• Provide business and educational consulting/coaching for small businesses, educational institutions, and individuals

Manager of Global Hosting and Network Services

Saginaw Steering, Saginaw, Michigan 2008 – 2009

- Responsible for all application hosting, servers, wide area networks, campus area networks, and local area networks globally for over fifty locations on five continents
- Developed, managed, and controlled a nearly \$20M annual budget
- Created and negotiated global contracts for hosting and network services with third party service providers
- Managed vendor/supplier resources on multiple, simultaneously ongoing projects
- Developed five year business plan for Global Hosting and Network Services
- Lead a cash conservation initiative resulting in nearly \$250,000 in annual cost savings

Global Server Room Operations Manager

General Motors Powertrain, Pontiac, Michigan 2007 – 2008

- Managed vendor/supplier resources on multiple, simultaneously ongoing projects
- Created Powertrain Hosting Services strategy document including organizational objectives, strategies, and goals alignment
- Served on an international team to design a state of the art data center for a new technology center in Shanghai, China
- Constructed and established detailed process definitions to streamline project execution and improve customer satisfaction
- Completed construction of new 3000 sq. ft. global server room to support CAE/HPC and supported High Performance Compute Environment expansion of 116%
- Initiated and obtained funding for \$1.4M server room improvements to increase standards compliance rating by approximately 20%
- Developed monthly financial reporting process to obtain detailed invoicing information and budget forecasting by department and type in Mainframe and Hosting Services Global Service Contracts

Information Technology Manager

Fort Custer Training Center, Michigan Army National Guard 2004 – 2007

- Completed WAN upgrade throughout Fort Custer Training Center
- Rapidly within 48 hours managed the expansion of data and voice networks at the fort to support Operation Katrina Relief, allowing organizations such as FEMA, the Red Cross, the Michigan Joint Housing Authority, and the Department of Human Services to provide services to thousands of Hurricane Katrina evacuees
- Implemented reforms to workstation lifecycle process to ensure that all workstations were within organizational technology standards an improvement of nearly 40%
- Increased information technology customer satisfaction ratings by 40%

<u>Information Technology Consultant and Contractor</u>

Various clients throughout Michigan 1998 - 2004

- Successful team builder, mentor, coach, and trainer of subordinates, colleagues, and vendor/client staff
- Lead diverse, cross-functional teams and vendor and client relationships
- Prepared and presented proposals, reports, recommendations, and documentation to senior management
- Planned, executed, coordinated, directed, and documented multiple key initiatives simultaneously
- Integrated the efforts of vendors, client employees, and corporate staff to streamline efficiency and effectiveness of projects

Small Computer Systems Specialist / Sergeant

Marine Corps Base Hawaii, U.S. Marine Corps 1994 - 1998

- Managed IT department with six direct reports and numerous vendor resources
- Improved customer satisfaction and PC repair turn-around times
- Lead the installation of the first Local Area Networks at Marine Corps Base Hawaii

RECENT PRESENTATIONS

Palm Beach State College

- Building Student Relationships
- Hybrid Courses: Why & How
- Cybersecurity Awareness Event Panel Member
- Mindfulness & Meditation
- Remote Teaching Tips & Tricks
- Happy & Healthy While Working Remotely (3-Part Series)

3803 Kenilworth Boulevard • Sebring, FL 33870 • Phone: (863) 385-6856 • info@germainesurveying.com

TOTAL YEARS EXPERIENCE:

49 YEARS

As founder and President of Germaine Surveying, Inc., Gary L. Germaine continues his 49-year career in providing accurate, cost efficient and timely survey projects. His portfolio ranges from large commercial and land development projects to smaller residential projects.

EDUCATION: Attended Polk Community College, Fort Pierce Community College, Continued Educational Seminars

REGISTRATION: Registered Florida Professional Land Surveyor and Mapper since 1982, license #3945

AFFILIATIONS: National Society of Professional Surveyors; Florida Society of Surveyors and Mappers; Highlands County Fair Association; Sebring Fireman Association; Sebring Historical Society; Elks Club

PROJECT EXPERIENCE:

SEBRING REGIONAL AIRPORT RUNWAY 1836 PROJECT, SEBRING FLORIDA: Registered Surveyor for the surveying and topographical survey, construction staking, grading and preparing final asbuilt survey.

SEBRING REGIONAL AIRPORT TERMINAL PROJECT, SEBRING, FLORIDA: Registered Surveyor for surveying and topographical survey, construction staking, grading and preparing final asbuilt survey.

SOUTH FLORIDA COMMUNITY COLLEGE, AVON PARK, FLORIDA: Registered Surveyor for Internal staking, grading and calculations for layout of upper supports and seating layouts for new auditorium.

SEBRING REGIONAL AIRPORT CATALYST PROJECT, SEBRING, FLORIDA: Registered Surveyor for all surveying, topographical and location of existing ponds, drains, roads for design of 25 miles of roadway and parcels.

HIGHLANDS HAMMOCK STATE PARK, SEBRING, FLORIDA: Registered Surveyor for staking and grading buildings, wetlands and parking for new campground area.

WAUCHULA AIRPORT EXPANSION PROJECT, WAUCHULA, FLORIDA: Registered surveyor for Boundary and Location of improvements for expansion.

Fax: (863) 382-4531 www.germainesurveying.com

Brent M. Ferns, Sr.

3149 Calypso Drive Avon Park, FL 33825 Phone: (863) 452-7776

Email: brentferns@gmail.com

OBJECTIVE

To obtain a position in which I can use my knowledge, skills, and abilities to help as many students as possible transform their lives

EDUCATION

Doctor of Philosophy in Information Technology

University of the Cumberlands

Williamsburg, Kentucky

Dissertation Topic: Web-Conferencing Tools in Online Education

Master of Business Administration

Northcentral University

Prescott Valley, Arizona

Specialization: Management Information Systems

Golden Key International Honor Society

Master of Science in Administration

Central Michigan University

Mount Pleasant, Michigan

Concentration: Information Resource Management

GPA: 3.8

Capstone Project: "Measuring Customer Satisfaction for Information Technology

Organizations"

Bachelor of Business Administration

Northwood University

Midland, Michigan

Dual Majors: Management / Computer Information Management

GPA: 4.0 – summa cum laude

General Associate

Lansing Community College

Lansing, Michigan

Focus: Management and Information Systems

GPA: 3.9 – summa cum laude