

**Sebring Airport Authority  
Board Meeting Agenda  
August 15, 2024**

1:30 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**

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
09/02/2024		Labor Day – Offices will be Closed	
09/19/2024	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

**2. CONSENT AGENDA**

- a) Approve June 2024 Minutes, Invoices and July Invoices (*no meeting in July*)

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) Swaine, Harris & Wohl – Agreement for Representation and Fees effective October 1, 2024
- b) SEF Taxiway D Design – Avcon, Inc. Agreement for Engineering Services
- c) Global Engine Maintenance Lease Building 103 C2
- d) FAA Bipartisan Infrastructure Law Funding Announcement – Taxiway Delta Design
- e) Resolution 24-08 Approving Budget Amendment S24-06

**CONTINGENT ACTION ITEMS**

**5. EXECUTIVE DIRECTORS' REPORT**

- FBO Report – Andrew Bennett

**6. BOARD OF DIRECTORS' BUSINESS**

**7. CONCERNS OF THE PUBLIC**

**8. ADJOURNMENT**

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be

based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Jami Olive, Sebring Airport Authority at 863-314-1317.

**Note:** Additional staff items may be considered if they come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY  
BOARD MEETING  
June 20, 2024**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on June 20, 2024, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Pete McDevitt	-	Chairman
D. Craig Johnson	-	Secretary
Carl Cool	-	Assistant Secretary
Mark Andrews	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Kevin McCauley	-	AtkinsRéalis
Shannon Kuen	-	Career Source Highlands
Craig Sucich	-	RS&H
Eric Menger	-	Hanson Professional Services
Heather Meyer	-	AtkinsRéalis
Meghan Sheehan	-	AtkinsRéalis
Noor Hadi	-	AtkinsRéalis
Scott Morgan	-	Highlands County School Board
Danielle Erwin	-	Highlands County School Board
Michael Halpern	-	Highlands County School Board
Chris Campbell	-	Highlands County Board of County Commissioners

**1. OPENING ITEMS**

- A.** Meeting was called to order at 1:29 p.m. by chairman Pete McDevitt.
- B.** Bob Swaine led the Invocation and led the Pledge.
- C. Roll Call**  
Mark Andrews, Carl Cool, D. Craig Johnson, and Pete McDevitt were present for the meeting. Stanley Wells, Terrill Morris and Jason Dunkel was absent.
- D. Announcements**

Peter McDevitt announced the offices will be closed on July 4<sup>th</sup> & 5<sup>th</sup> for 4<sup>th</sup> of July Holiday. Also, that next board meeting will be held Thursday, July 18<sup>th</sup> at 1:30pm.

## 2. CONSENT AGENDA

### **Approve the Consent Agenda:**

There was a motion by D. Craig Johnson to approve the Consent Agenda with a second by Carl Cool. The motion was passed unanimously.

## 3. MISCELLANEOUS

## 4. ACTION ITEMS

### **A. Contract Amendment for AtkinsRéalis – Reducing CEI Fee for Apron Phase II Project**

This item was presented by Andrew Bennett. There was a motion by Carl Cool to approve the item with a second by D. Craig Johnson. The motion was passed unanimously.

### **B. Resolution 24-07 Approving Budget Amendment S24-05**

This item was presented by Colleen Plonsky. There was a motion by Mark Andrews to approve the item with a second by Carl Cool. The motion was passed unanimously.

### **CONTINGENT ACTION ITEMS**

Andrew Bennett stated the item under contingent would be tabled to the July 18<sup>th</sup> meeting.

## 5. DIRECTOR REPORT

Deputy Director Andrew Bennett updated the Board on FBO, staffing and Range activities.

Board Member, Stanley Wells, arrived late (1:35pm).

The Highlands County School Board gave a presentation update on the Highlands County Aviation & Aerospace Program (*Danielle Erwin Assistant Superintendent of Secondary Programs, Scott Morgan CTE Specialist, Michael Halpern – Instructor*). Discussion was held.

Board Member, Jason Dunkel, joined by Teams (1:54pm).

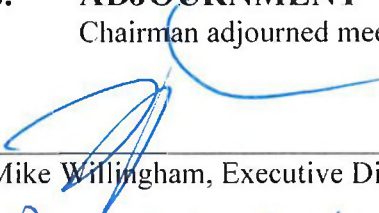
Meghan Sheehan with AtkinsRéalis presented to the board a presentation on Advanced Air Mobility Vertiport options (*Heather Meyer, Noor Hadi and Meghan Sheehan*). Discussion was held. There was a motion by D. Craig Johnson to proceed with update Airport Layout Plan, seconded by Stanley Wells. Motion was passed unanimously.

## 6. DIRECTOR'S BUSINESS

7. **CONCERNS OF THE PUBLIC**

8. **ADJOURNMENT**

Chairman adjourned meeting at 2:34 pm.



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Mike Willingham, Executive Director

August 15, 2024

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Approved by Board

## Invoices Paid in June 2024 Presented in August 2024 Board Meeting

Date	SAA/FBO - Paid Invoices	Amount	Description
6/6/2024	Sebring Airport Authority	\$21,113.21	FBO: April 2024 FBO Expenses Due to SAA for Reimbursement
6/6/2024	Michael Byrd	\$550.00	SAA: Stripped & Waxed Wood Floors at Runway Café, Includes Chemicals and Labor
6/6/2024	Artistic Towing & Repair Inc.	\$770.00	FBO: Towing of Jet-A Truck to APBR from KSEF (January)
6/6/2024	Bella Villa 31	\$2,980.00	SAA: May 2024 Cleaning of the Terminal Building
6/6/2024	Cintas	\$271.92	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
6/6/2024	Copy Life Inc	\$368.35	SAA/FBO: May 2024 Copies
6/6/2024	Ramsey Drummond	\$200.00	SAA: Refund of Security Deposit for T-Hangar
6/6/2024	Beverly Glarner	\$140.99	SAA: June 2024 Internet Service Executive Assistant Home Office
6/6/2024	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Monthly Lease for Copy Machines for May 2024
6/6/2024	Thomas Mahoney	\$200.00	SAA: Refund of Security Deposit for T-Hangar
6/6/2024	Rapid Systems	\$638.95	SAA/FBO: Monthly Internet Service for Terminal Building and Control Tower
6/6/2024	Risk Management Associates Inc	\$2,211.00	SAA: Preferred Governmental Insurance Trust - Commercial Property - Addition of EAA Building to Policy
6/6/2024	RW Summers Railroad Contr.,Inc	\$8,449.84	SAA: Repairs to Track at Diversified CPC - Switch Derailer Includes Parts & Labor
6/6/2024	Armando J. de Solo III	\$20.00	FBO: Embroidery on CSR Polos
6/6/2024	TechHouse:Intergrated	\$198.75	SAA/FBO: General IT Support; Issues with SharePoint Permissions, Outlook Emails & Calendar
6/11/2024	Fraser Auto Repair, Inc. dba Big John's	\$9,552.16	FBO: Fueling Truck Repairs to Two Trucks; Cooling System Repairs, Water Pump, Hoses, Radiator, System Belt, Belt Adjuster, Includes Labor and Parts
6/11/2024	Ascent Aviation Group	\$2,846.00	FBO: Monthly Lease Jet-A Fuel Truck
6/11/2024	Avon Park Chamber of Commerce	\$175.00	SAA: Annual Membership Dues 2024-2025
6/11/2024	Cintas	\$271.92	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
6/11/2024	Cintas	\$240.00	SAA/FBO: Monthly Agreement for AED System - May & June 2024
6/11/2024	CliftonLarsonAllen	\$335.42	SAA: Monthly Lease & SBITA Software Fees for GASB
6/11/2024	Coastal MRO	\$50.50	FBO: New Employee Drug Screening
6/11/2024	CrawfordTech Government Solutions LLC	\$484.80	SAA/CRA: May 2024 Board Packet ADA Compliance
6/11/2024	Entry Point Manufacturing LLC	\$13,285.60	SAA: Building 104 (4) 5hp Pumps and Service Call/Labor to Replace Pumps
6/11/2024	Pitney Bowes Global Financial	\$192.75	SAA: Quarterly Lease of Postage Machine
6/11/2024	TechHouse:Intergrated	\$252.50	SAA/FBO: General IT Support; Issues with Deleting Apps and Data, Remove & Add New Employee
6/18/2024	Creative Printing	\$420.00	FBO: Business Cards & Meter Reading Pads for Linemen for Fueling Operations
6/18/2024	AB Flight, LLC	\$1,250.00	SAA: Refund of Security Deposit for Commercial Hangar Bldg. 103
6/18/2024	Michael Byrd	\$3,125.00	SAA: Terminal Building Cleaning of All Tiles, Grout and Carpeted Areas
6/18/2024	Bugs Bee-Ware Ext., Inc.	\$920.00	SAA: Bi-Monthly Lawn Care 6.13.24
6/18/2024	Ports Publishing, LLC.	\$350.00	SAA: 2024 Miami Airports & Freight Guide Advertisement
6/18/2024	TechHouse:Intergrated	\$1,340.75	SAA/FBO: Monthly Recurring Software Fees
6/18/2024	TechHouse:Intergrated	\$131.25	SAA/FBO: General IT Support; Issues with Vonage Phone App/VPN Configuration, Outlook Account Delegation, Removed Old Employees
6/25/2024	Luis A. Pratts	\$351.75	FBO: Travel Reimbursement for Mileage to/from APBR
6/25/2024	Sebring Airport Authority	\$23,448.77	FBO: May 2024 FBO Expenses Due to SAA for Reimbursement
6/25/2024	All About Lawns, Inc.	\$4,579.00	SAA: Repairs at Terminal Building Irrigation System; Repairs to Irrigation System & Well at Building 906
6/25/2024	Big Messages LLC	\$169.32	SAA/FBO: After Hours Answering Service
6/25/2024	Bugs Bee-Ware Ext., Inc.	\$275.00	SAA: Plant & Shrub Care; Fertilized/Insecticide/Fungicide
6/25/2024	C & C Plumbing, Inc.	\$288.50	SAA: Repairs to Restroom at Building 22 - Tecnam
6/25/2024	Carrier Corporation	\$1,833.00	SAA: Service Call to Terminal Building AC Units - Compressor Failed & Filter Dryer Restricted
6/25/2024	Bates Security dba Central Security & Elect., Inc	\$261.00	SAA: Six Months Fire/Alarm Monitoring for Terminal Building
6/25/2024	Department of Management Svcs.	\$293.26	SAA/FBO: May 2024 Audio, Long Distance and Local Service
6/25/2024	Federal Express Corporation	\$156.93	SAA: Express Shipping
6/25/2024	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Monthly Lease of Copy Machines June 2024
6/25/2024	Long's Air Conditioning, Inc.	\$285.00	SAA: Service on AC Units; Cleaned Coils and Changed Filters on Commercial Units
6/25/2024	RW Summers Railroad Contr.,Inc	\$1,356.00	SAA: Quarterly Track Inspection Performed 6.06.24
6/25/2024	TechHouse:Intergrated	\$111.25	SAA: General IT Support; Issues with Microsoft Teams, Cloud/Network Password and MFA Reset
6/25/2024	BOS of Florida, Inc.	\$2,499.02	SAA: Deposit for Purchase of 16 Improv Chairs for Board Room
6/26/2024	Dustin Dennis	\$425.00	SAA/FBO: Detailing of Airport Vehicles

**Invoices Paid in June 2024 Presented in August 2024 Board Meeting**

<b>Date</b>	<b>SAA/FBO - Paid Invoices</b>	<b>Amount</b>	<b>Description</b>
6/28/2024	BOS of Florida, Inc.	\$3,916.50	SAA: Deposit for Purchase of Table and 5 Filing Cabinets in Admin Area of Terminal Building
	<b>Total Paid:</b>	<b>\$114,500.48</b>	

## Invoices Paid in July 2024 Presented in August 2024 Board Meeting

Date	SAA/FBO - Paid Invoices	Amount	Description
7/2/2024	All About Lawns, Inc.	\$2,080.00	SAA: Tree Trimming at Building 906 (Diversified CPC)
7/2/2024	Bella Villa 31	\$2,384.00	SAA/FBO: June 2024 Cleaning of Terminal Building
7/2/2024	Bugs Bee-Ware Ext., Inc.	\$540.00	SAA: Quarterly Exterminating of Terminal Building
7/2/2024	Cintas	\$321.49	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
7/2/2024	Heartland Insulation & Acoustics	\$2,400.00	SAA: Spray Foam Insulation in Building 103 C-2
7/2/2024	Long's Air Conditioning, Inc.	\$99.95	SAA: Service Call; Air Handler Not Draining Correctly
7/2/2024	Pitney Bowes Global Financial	\$34.40	SAA: Purchased Postage in May 2024
7/2/2024	TechHouse:Intergrated	\$67.50	SAA: General IT Support Email Displays on Desktop and Laptop
7/3/2024	Ascent Aviation Group	\$23,152.60	FBO: Jet-A Fuel Delivery at KSEF
7/10/2024	Gibson Aviation Services Inc.	\$8,037.41	FBO: Truck Filter Change & TCS; Fuel Farm Tank Filter Change/Svc Call
7/10/2024	Air & Electrical Services, Inc	\$180.96	SAA: Service Call to Terminal Bldg. AC - Replaced Faulty Combo Smoke Detector
7/10/2024	Aaron's Carts Plus Inc.	\$495.00	FBO: Repair to Golf Cart #3 - Exhaust Includes Labor & Service
7/10/2024	Universal Protection Service, LLC	\$13,100.10	SAA: June 2024 Security Services
7/10/2024	Cintas	\$321.49	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
7/10/2024	Cintas	\$122.00	SAA/FBO: Monthly Agreement for AED System
7/10/2024	Clyde Johnson Contracting & Roofing, Inc.	\$9,345.00	SAA: Carter Aviation Building/Roofing Repair
7/10/2024	CrawfordTech Government Solutions LLC	\$120.00	SAA/CRA: June 2024 Board Packet Transcripts for ADA Compliance
7/10/2024	Federal Express Corporation	\$8.52	SAA: Express Shipping
7/10/2024	Rapid Systems	\$638.95	SAA/FBO: June 2024 Monthly Internet for Terminal Building and Control Tower
7/10/2024	Armando J. de Solo III	\$40.00	FBO: Embroidery of Logo & Names on Uniform Polos
7/10/2024	TechHouse:Intergrated	\$393.75	SAA: General IT Support-Mailbox Changes, OneDrive Updates, Software Installs
7/12/2024	Ascent Aviation Group	\$2,846.00	FBO: Lease for Jet-A Refueler at KSEF
7/15/2024	SWK Technologies, Inc.	\$475.00	SAA: Monthly Fee for Sage100 Secure Cloud Services
7/16/2024	Atkins North America, Inc.	\$5,462.00	SAA: March 2024 SEF Apron Rehab Construction Phase II - Grant Reimbursed
7/16/2024	Atkins North America, Inc.	\$5,109.32	SAA: June 2024 SEF Apron Rehab Construction Phase II - Grant Reimbursed
7/16/2024	Cintas	\$321.49	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
7/16/2024	Lumen	\$1,616.04	SAA/FBO: July 2024 Fiber Optics Service
7/16/2024	Copy Life Inc	\$300.19	SAA/FBO: June 2024 Copies
7/16/2024	Creative Sign Designs	\$2,243.00	SAA: Deposit for Design & Coordination for Street Sign Project
7/16/2024	Creative Sign Designs	\$1,007.50	SAA: Deposit for Replacement of Tenant Signs for Bldgs. 103 & 104
7/16/2024	The Cutting Edge, LLC	\$19,000.00	SAA: Trimming of Oak Trees and Removal of Dead Trees
7/16/2024	Diana Ries Designs, Inc.	\$789.00	SAA/CRA: June 2024 Website Updates
7/16/2024	Federal Express Corporation	\$8.92	SAA: Express Chipping
7/16/2024	Leedy Electric West	\$1,191.99	SAA: Minor Preventive Maintenance on 250kW and 25kW Generators for Terminal Building
7/16/2024	Robbins Nursery, Inc.	\$1,651.75	SAA: Remove and Replace Plants and Mulch Around Rear of Terminal Building
7/16/2024	Summit Fire & Security, LLC	\$452.00	SAA: Runway Café Fire Suppression System Bi-Annual Test
7/16/2024	TechHouse:Intergrated	\$2,970.94	SAA: Deposit for New Laptop, Docking Station and Scanner
7/18/2024	Ascent Aviation Group	\$24,999.85	FBO: Jet-A Fuel Delivery at KSEF
7/22/2024	Ascent Aviation Group	\$297.50	FBO: TFBO Software for 5 Users
7/25/2024	Ascent Aviation Group	\$34,691.88	FBO: 100LL (AvGas) Delivery at KSEF
7/25/2024	Atkins North America, Inc.	\$1,187.70	SAA: March 2024 Wildlife Hazard Mitigation Plan - Grant Reimbursed
7/25/2024	Atkins North America, Inc.	\$9,927.30	SAA: April 2024 SEF Apron Rehab Construction Phase II - Grant Reimbursed
7/25/2024	Atkins North America, Inc.	\$11,735.00	SAA: May 2024 SEF EDA Airfield Drainage Improvements - Grant Reimbursed
7/25/2024	Atkins North America, Inc.	\$23,200.00	SAA: April 2024 SEF EDA Airfield Drainage Improvements - Grant Reimbursed
7/25/2024	Avcon, Inc.	\$1,560.95	SAA: June 2024 SEF High Mast Lighting - Grant Reimbursed
7/25/2024	Dustin Dennis	\$340.00	SAA/FBO: Detailing of Airport Vehicles
7/25/2024	American Assoc. of AirportExec	\$150.00	SAA: Classified Advertising for Aircraft Hangar Development Project
7/25/2024	All About Lawns, Inc.	\$11,480.00	SAA: Sod Removal & Replacement at Terminal Building
7/25/2024	All About Lawns, Inc.	\$10,300.00	SAA: Sod Installation at Building 735
7/25/2024	Bryant Miller Olive P.A.	\$4,482.50	SAA: June 2024 Legal Services for Tenant-Landlord Dispute and SLID Stormwater Treatment
7/25/2024	Cintas	\$518.46	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis, FBO Red Mats
7/25/2024	CivicPlus LLC	\$5,938.80	SAA: Software for Government website/ADA Compliance/Community Engagement
7/25/2024	Federal Express Corporation	\$23.51	SAA: Express Shipping
7/25/2024	Heartland Spring Water, Inc.	\$202.00	SAA/FBO: Monthly Water Delivery Service
7/25/2024	Intradyn	\$1,080.00	SAA: Social Media Archiving Bundle - Yearly Subscription
7/25/2024	Jack's Lawn Service	\$8,325.00	SAA: July 2024 Lawn & Landscaping Contract
7/25/2024	The News Sun	\$1,218.80	SAA: Notice to Bidders/ Invitation to Bid # 24-04 Airport Hangar Site Development
7/25/2024	Risk Management Associates Inc	\$5,415.00	SAA: Privacy and Network Liability Insurance 08/02/2024-08/02/2025 Policy #PLM-CB-SIXSQKSDP-003
7/25/2024	Shutts & Bowen, LLP	\$472.50	SAA: June 2024 Legal Services for E-Stone Creditors Rights



## Invoices Paid in July 2024 Presented in August 2024 Board Meeting

<b>Date</b>	<b>SAA/FBO - Paid Invoices</b>	<b>Amount</b>	<b>Description</b>
7/25/2024	Southwood Garage Doors	\$250.00	SAA: Install Opener Belt at Bldg. 22 (Aeromed)
7/25/2024	Summit Fire & Security, LLC	\$6,228.75	SAA/FBO: Annual Fire Extinguisher Inspection
7/25/2024	Swaine, Harris & Wohl, P.A.	\$3,263.50	SAA: June 2024 Legal Services for General On-Call Services and SLID Dispute
7/25/2024	TechHouse:Intergrated	\$1,348.21	SAA/FBO: Monthly Recurring Software Fees
7/29/2024	Ascent Aviation Group	\$85.68	FBO: WingPoints Issued through 7.9.24
7/30/2024	RelaDyne Florida LLC	\$2,298.94	FBO: Bulk Oil Purchase for Resale
7/30/2024	American Express	\$175.00	SAA: 2024 Annual Membership Dues
7/30/2024	Bella Villa 31	\$2,980.00	SAA/FBO: July 2024 Cleaning of Terminal Building
7/30/2024	Cintas	\$321.49	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
7/30/2024	BOS of Florida, Inc.	\$2,499.02	SAA: Remaining Balance for 16 Side Chairs for SAA Conference/Board Room
7/30/2024	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Lease of Copy Machines
7/30/2024	Paul C Valladares Jr	\$540.00	SAA/FBO: July 2024 Terminal Plant Services
7/30/2024	Yarbrough Tire & Service, Inc.	\$386.38	SAA: 2018 Chevrolet Tahoe Oil Change, Tire Rotation, Tire Pressure Sensor Change
	<b>Total Paid:</b>	<b>\$287,709.24</b>	

## June 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
6/3/2024	RACEWAY 994 53609947	\$87.00	SAA: Fuel Purchased for Maintenance Truck
6/4/2024	CIRCLE K 00035	\$64.04	FBO: Fuel Purchased for Courtesy Vehicle
6/5/2024	IN AIRPORT & COMMERCIAL	\$193.95	SAA: Control Box for Wanco Generator
6/5/2024	SONNY'S BBQ #203	\$94.88	SAA: Staff Luncheon for Ethics Training
6/5/2024	WAWA 5370	\$43.77	FBO: Fuel Purchased for Courtesy Vehicle
6/6/2024	EXXON LAMOSS INC.	\$74.82	FBO: Fuel Purchased for Courtesy Vehicle
6/7/2024	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
6/7/2024	WAL-MART #0666	\$93.56	FBO: Purchase of Gatorade and Wasp Spray
6/8/2024	EXPEDIA 72849756419619	\$382.29	FBO: NATA Training for Operations Supervisor
6/9/2024	ADOBE ADOBE	\$239.90	SAA: Monthly Software Subscription
6/10/2024	Amazon.com 4H0Z13AA3	\$1,051.05	SAA/FBO: Two New Outdoor Trashcans for Terminal Building, and Paper Towels for Restrooms
6/10/2024	APSAVIATION.COM	\$653.37	FBO: Dust Covers, Replacement Nozzles and Hydro Kit for Fuel Trucks
6/10/2024	NIC FDEP PAYMENT SYS	\$125.00	FBO: Florida Department of Environmental Protection Storage Tank Registration Payment
6/10/2024	WAWA 5373	\$55.48	SAA: Fuel Purchased for Operations Vehicle
6/12/2024	CIRCLE K 07515	\$83.50	SAA: Fuel Purchased for Maintenance Truck
6/13/2024	4IMPRINT, INC	\$356.08	SAA/FB: Purchase of KSEF Socks for Retail Sales
6/13/2024	AMZN Mktp US NM78Q3R83	\$97.92	FBO: Paper Towels, Mouse Pad, Wireless Mouse for Staff
6/13/2024	DISH NETWORK-ONE TIME	\$138.08	FBO: Monthly Satellite Service June 2024
6/13/2024	TRTAX&ACTGPROFESSIONAL	\$294.00	SAA: Monthly Subscription Fixed Asset Software
6/14/2024	AMAZON MKTPL PZ7P40AH3	\$169.43	FBO: Thermal Paper for Printer, Checkered Flags for Vehicles, and Courtesy Mints for Front Desk
6/15/2024	AMZN Mktp US BB5OL79P3	\$34.45	FBO: Paper Towels for Staff and Customer Use
6/16/2024	AMAZON MKTPL ON6PT3DO3	\$53.44	FBO/SAA: Tri-Fold Paper Towel Holder and Drink Dispenser for Coffee Area
6/16/2024	WAWA 5373	\$49.46	SAA: Fuel Purchased for Operations Vehicle
6/17/2024	GAMMON TECHNICAL PRODUCTS	\$289.76	FBO: Jet-A Monthly Fuel Testers
6/17/2024	SUNPASS ACC122820104	\$23.34	SAA: Out-of-Town Tolls
6/19/2024	EXXON LAMOSS INC.	\$69.60	FBO: Fuel Purchased for Courtesy Vehicle
6/19/2024	GG III SAVE A LOT #	\$64.26	FBO: Cases of Water for Staff and Customer Use
6/19/2024	HARBOR FREIGHT TOOLS 538	\$160.97	SAA: Adjustable Triple Ball Truck Hitch
6/19/2024	NAPA AUTO PARTS SEBRING	\$61.84	FBO: Solenoid Repair Kit for Golf Cart
6/20/2024	AMAZON MKTPL JB4JU15L3	\$33.07	SAA/FBO: Splenda and Crystal Light Water Mixers for Customers
6/20/2024	Amazon.com SU87V1WP3	\$1,179.98	SAA: New Generators for Old Runway X's
6/20/2024	CIRCLE K 07515	\$83.00	SAA: Fuel Purchased for Maintenance Truck
6/21/2024	AMAZON MKTPL 992VQ7983	\$24.98	FBO: New Employee Polos for FBO CSR
6/22/2024	CFX VES WEBSITE	\$6.24	SAA: Out-of-Town Tolls
6/22/2024	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
6/23/2024	AMAZON MKTPL RC5B01FS0	\$7.71	FBO: Calculator - Returned
6/24/2024	AMAZON MKTPL RG42L1QJ2	\$83.89	FBO: New Employee Polos for FBO CSR, Calculator Return Credit, Trash Can Liners
6/24/2024	VBS VONAGE BUSINESS	\$421.70	SAA/FBO: Monthly Phone Service
6/24/2024	WAWA 5373	\$52.69	SAA: Fuel Purchased for Operations Vehicle
6/24/2024	WCI SEBRING HAULING	\$1,163.95	SAA/FBO: Monthly Waste Collection
6/25/2024	AMAZON MAR 113-930833	\$7.99	FBO: Calculator For FBO CSR
6/25/2024	HRCI.ORG	\$36.75	SAA: Ethics Training for Human Resources Recertification
6/25/2024	HRCI.ORG	\$74.25	SAA: AI Seminar for Human Resources Recertification
6/25/2024	NAPA AUTO PARTS SEBRING	\$54.79	SAA: Air Filters for Terminal Building Generators
6/25/2024	VERIZONWRLSS RTCCR VB	\$1,251.65	SAA/FBO: Monthly Mobile Service June 2024
6/26/2024	AMAZON.COM RC9GI1HO0	\$26.95	SAA: Universal Car Mount Phone Holder for Operations Vehicle
6/27/2024	AMAZON MKTPL RC6MR1SI0	\$102.98	SAA/FBO: Desk Lamp , Triple Monitor Desk Stand, Coffee Creamer
6/27/2024	SIMPLYSTAMPS.COM	\$40.82	SAA: Signature Stamp for Deputy Director
6/27/2024	SP SRQCOFFEE.COM	\$86.40	SAA/FBO: Coffee Purchased for Replenishment

## June 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
6/28/2024	AMAZON MKTPL RC5DZ8IR0	\$124.60	SAA/FBO: Crystal Light On-the-go Packets, Coffee Creamer, Truvia Sweetener
6/29/2024	Mailchimp	\$26.50	SAA: Email Marketing Tool for Mass Emails and Texts
6/30/2024	AMAZON MKTPL R71IC5LH0	\$145.35	SAA/FBO: Hard Plastic ID Card Holders, Key Tag Slotted Rack and Tags, Large Cork Board - Wall Tiles
6/30/2024	WALMART.COM	\$49.05	SAA: Various Office Supplies
7/1/2024	ALLEN ENTERPRISES INC	\$550.70	SAA: Airfield Lighting Components
7/1/2024	AMAZON MKTPL RC3MI27K2	\$100.48	SAA: Computer Monitor Privacy Screens (2), Desk Lamp
7/1/2024	MURPHY EXPRESS 8594	\$50.95	SAA: Fuel Purchased for Operations Vehicle
7/1/2024	WAL-MART #3887	\$73.20	SAA: Oil Change & Tire Repair for Operations Vehicle
7/2/2024	AMAZON MKTPL R751R2P70	\$43.96	SAA/FBO: Cover for Samsung Tablet and Phone, Plastic Forks
7/3/2024	AMAZON MKTPL R76ES5ND2	\$79.98	SAA: Privacy Door Signs (2), Printer Stand
7/3/2024	CIRCLE K 07515	\$85.00	SAA: Fuel Purchased for Maintenance Truck
7/3/2024	GOOGLE YouTube TV	\$82.89	SAA: Monthly Subscription for Terminal Building Waiting Area
<b>Total Due:</b>		<b>\$11,561.19</b>	

## July 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
7/3/2024	THE GATOR SHACK	\$110.14	SAA: Lunch with Mangement Staff to Discuss Annual Budget
7/6/2024	AMAZON MKTPL R74JW15F1	\$14.99	SAA: Cover for Maintenance Tablet
7/8/2024	GATE #1204	\$68.00	FBO: Fuel Purchased for Courtesy Vehicle
7/8/2024	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
7/8/2024	OFFICE DEPOT #2362	\$148.42	SAA: HDMI Cables, Wireless Keyboard
7/9/2024	ADOBE ADOBE	\$239.90	SAA: Monthly Subscriptions
7/9/2024	AMAZON MKTPL RY81X1OS1	\$109.97	SAA/FBO: Printer Stand, Key fobs for Tahoe, Crystal Light Mix
7/9/2024	W & W LMB LAKE PLACID	\$131.96	SAA: Road Patch Material
7/10/2024	AMAZON MKTPL RY3644TI2	\$12.99	FBO: Label tape for label maker
7/10/2024	AMZN Mktp US RY94B0V00	\$29.99	FBO: Creamer for Coffee Station Replenishment
7/10/2024	AMZN Mktp US RY9Y29TL2	\$24.40	SAA: Replacement Lights for Aeromed
7/10/2024	CIRCLE K 07515	\$50.05	FBO: Fuel Purchased for Courtesy Vehicle
7/10/2024	WAWA 5370	\$30.00	FBO: Fuel Purchased for Courtesy Vehicle
7/12/2024	AMAZON MKTPL RY4L349Z0	\$9.99	FBO: Bug Zapper for Customer Service Desk
7/12/2024	AMAZON.COM RY4U20940	\$17.19	FBO: Hot Chocolate Packets for Coffee Station Replenishment
7/12/2024	AMZN Mktp US RY31P2HU2	\$160.74	SAA: Marker Stakes for SLID Outfalls
7/12/2024	SP SRQCOFFEE.COM	\$58.19	FBO: Coffee Purchased for Replenishment
7/12/2024	WAWA 5373	\$54.38	SAA: Fuel Purchased for Operations Vehicle
7/13/2024	VERIZON CARE X5282	\$785.40	SAA: Mobile Device Payoff
7/14/2024	AMAZON RET 113-179652	\$4.48	FBO: Office Supplies for Customer Service Counter
7/15/2024	AMAZON MKTPL RS8157OK2	\$52.87	FBO: Coffee Creamer for Coffee Station & Stickers for Customers
7/15/2024	AMZN Mktp US RS5NP6JS0	\$17.99	FBO: Raw Sugar Packets for Coffee Station Replenishment
7/15/2024	MARATHON PETRO242701CITGO	\$64.69	FBO: Fuel Purchased for Courtesy Vehicle
7/16/2024	CIRCLE K 07515	\$81.00	SAA: Fuel Purchased for Maintenance Truck
7/16/2024	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
7/17/2024	INNERFACE ARCHITECTURAL S	\$46.00	SAA: Lettered Insert for Sign Outside Office
7/17/2024	NAPA AUTO PARTS 161	\$272.40	SAA/FBO: Gas can, Generator Repair - Fuel Line and Filter
7/17/2024	WAWA 5373	\$49.14	SAA: Fuel Purchased for Operations Vehicle
7/18/2024	SUNPASS ACC122820104	\$7.71	SAA: Out-of-town Tolls
7/18/2024	WING AERO PRODUCTS	\$68.42	FBO: Pilot Supplies/Products Purchased for Resale
7/19/2024	APEX OFFICE PRODUCTS INC	\$214.09	SAA: Office Supplies (Copy Paper, Lysol Wipes, Binder Clips, Post-It Flags, Pos-It Tabs)
7/19/2024	FADED BISTRO & BEER GARDE	\$55.52	SAA: Lunch to Discuss Commercial Development With EDC Manager
7/20/2024	AMAZON MKTPL RJ6FE4ZJ2	\$13.89	SAA/FBO: Paper Towel Holder for Wash Area in FBO
7/20/2024	VERIZONWRLSS RTCCR VB	\$1,210.86	SAA/FBO: Monthly Mobile Service July 2024
7/21/2024	AMAZON MKTPL RJ3DW0TA2	\$37.99	SAA: Folders with Dividers for Employee Records
7/22/2024	AMAZON MKTPL RJ0OB58B0	\$57.97	FBO: Mint Candy for Customer Service Desk
7/22/2024	CIRCLE K 07515	\$40.30	FBO: Fuel Purchased for Courtesy Vehicle
7/22/2024	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
7/22/2024	W & W LMB LAKE PLACID	\$50.98	SAA: Combination Locks for Gates
7/23/2024	CIRCLE K 07515	\$88.00	SAA: Fuel Purchased for Maintenance Truck
7/24/2024	CIRCLE K 07515	\$29.45	FBO: Fuel Purchased for Courtesy Vehicle
7/24/2024	GATE #1204	\$56.57	FBO: Fuel Purchased for Courtesy Vehicle
7/24/2024	HOMEDEPOT.COM	\$420.63	SAA: Blinds for Board Room Windows
7/24/2024	THE HOME DEPOT #6340	\$305.94	FBO: Fuel Tank Project: Paint, Sprayer, Hoses
7/24/2024	VBS VONAGE BUSINESS	\$423.45	SAA/FBO: Monthly Phone Service
7/24/2024	WAWA 5370	\$61.76	FBO: Fuel Purchased for Courtesy Vehicle
7/24/2024	WAWA 5373	\$46.41	SAA: Fuel Purchased for Operations Vehicle
7/25/2024	WAWA 5373	\$55.44	SAA: Fuel Purchased for Operations Vehicle
7/26/2024	AMAZON MKTPL RV8JQ03Z2	\$29.98	FBO: Honey Sticks for Coffee Station Replenishment and Calculator
7/26/2024	WCI SEBRING HAULING	\$1,163.95	SAA/FBO: Monthly Waste Collection
7/28/2024	AMAZON.COM RV8O79XR0	\$38.40	FBO: Can Liners for Trash Bins
7/29/2024	AMZN Mktp US RV1Y50001	\$180.44	SAA: Power Supply for Gate Controllers
7/29/2024	AMZN Mktp US RV3EZ61J1	\$99.81	FBO/SAA: Multifold Towels for Terminal Building Restrooms

## July 2024 P-Cards

Purchase Date	Vendor Name	Amount	Description
7/29/2024	AMZN Mktp US RV8QG51H1	\$160.00	SAA: Flood Lights for T-Hangar Buildings
7/29/2024	CIRCLE K 07515	\$36.41	FBO: Fuel Purchased for Courtesy Vehicle
7/29/2024	Mailchimp	\$26.50	SAA: Mass Email Marketing Tool
7/30/2024	AMAZON MKTPL RV2FI8WV2	\$29.95	SAA: Flood Lights for T-Hangar Buildings
7/30/2024	AMAZON MKTPL RV6A31MK1	\$46.44	FBO: Coffee Creamer and Crystal Light for Coffee Station Replenishment
7/30/2024	AMAZON.COM RV0BC55C1	\$28.99	SAA/FBO: Paper Towels for Staff Use
7/30/2024	APEX OFFICE PRODUCTS INC	\$13.38	SAA: Various Office Supplies
7/30/2024	MARATHON PETRO242701CITGO	\$28.00	FBO: Fuel Purchased for Courtesy Vehicle
7/30/2024	YARBROUGH TIRE & SERVICE	\$288.39	SAA: Tire Replacement Operations Vehicle
7/31/2024	AMAZON MKTPL RV64F1671	\$21.18	FBO: Coffee Straws and Splenda for Coffee Station Replenishment
7/31/2024	AMAZON.COM RF15824D2	\$4.09	FBO: Door Stop for Office Door
7/31/2024	THE HOME DEPOT #6340	\$230.29	SAA/FBO: Paint for Fuel Tanks and Asphalt Patch
8/1/2024	AMAZON MKTPL RV5LT3UM1	\$37.61	SAA: Printer Cable, Display Port Cable
8/1/2024	CENTRAL FLORIDA CITIES	\$495.00	SAA: Advertisement on Podcast Episode

**Total Due: \$9,458.96**

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 8/7/2024**  
**Sebring Airport Authority (SAA)**

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>ALLIED Universal Protection Service, LLC</b>									
15984057	7/31/2024	8/30/2024	16,727.82	16,727.82	0.00	0.00	0.00	0.00	SAA: July 2024 Security Service
<b>Vendor ALLIED Totals:</b>			<u>16,727.82</u>	<u>16,727.82</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>ATKINS Atkins North America, Inc.</b>									
2021160 OC	7/10/2024	7/31/2024	49,425.00	49,425.00	0.00	0.00	0.00	0.00	SAA: June 2024 General On-Call Services
2023174	7/31/2024	8/30/2024	37,657.50	37,657.50	0.00	0.00	0.00	0.00	SAA: July 2024 General On-Call Services
<b>Vendor ATKINS Totals:</b>			<u>87,082.50</u>	<u>87,082.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>AVCON Avcon, Inc.</b>									
128043 OC	7/11/2024	7/31/2024	2,372.50	2,372.50	0.00	0.00	0.00	0.00	SAA: June 2024 General On-Call Services
128208	7/31/2024	8/30/2024	382.50	382.50	0.00	0.00	0.00	0.00	SAA: July 2024 General On-Call Services
128210 HML	7/31/2024	8/30/2024	1,957.45	1,957.45	0.00	0.00	0.00	0.00	SAA: July 2024 SEF High Mast Lighting - Grant Reimbursed
<b>Vendor AVCON Totals:</b>			<u>4,712.45</u>	<u>4,712.45</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>BRYANT Bryant Miller Olive P.A.</b>									
83943	7/31/2024	8/30/2024	7,870.00	7,870.00	0.00	0.00	0.00	0.00	SAA: July 2024 Legal Services RE:SLID Stormwater/Drainage
83944	7/31/2024	8/30/2024	4.84	4.84	0.00	0.00	0.00	0.00	SAA: July 2024 Legal Services RE: O'Brien Landlord-Tenant Dispute
<b>Vendor BRYANT Totals:</b>			<u>7,874.84</u>	<u>7,874.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CINTAS Cintas</b>									
4199836501	7/24/2024	8/23/2024	321.49	321.49	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
4200553702	7/31/2024	8/10/2024	518.46	518.46	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
<b>Vendor CINTAS Totals:</b>			<u>839.95</u>	<u>839.95</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>CLIFTON CliftonLarsonAllen</b>									
L241524645	8/5/2024	9/4/2024	670.84	670.84	0.00	0.00	0.00	0.00	SAA: Monthly Lease & SBITA Software Fees for GASB
<b>Vendor CLIFTON Totals:</b>			<u>670.84</u>	<u>670.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>DELAN Delaney Fence Co Inc</b>									
03AUG2024	8/5/2024	8/5/2024	4,843.00	4,843.00	0.00	0.00	0.00	0.00	SAA: Emergency Repairs to Fence/Airfield Animal Control, Installed Bull Panel (Covers Materials and Labor)
<b>Vendor DELAN Totals:</b>			<u>4,843.00</u>	<u>4,843.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>DIANARI Diana Ries Designs, Inc.</b>									
14544	7/31/2024	7/31/2024	864.00	864.00	0.00	0.00	0.00	0.00	SAA: July 2024 Website Updates
<b>Vendor DIANARI Totals:</b>			<u>864.00</u>	<u>864.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>GREATLP Greater LP Chamber of Commerce</b>									
7500	8/6/2024	8/21/2024	175.00	175.00	0.00	0.00	0.00	0.00	SAA: Annual Membership Dues
<b>Vendor GREATLP Totals:</b>			<u>175.00</u>	<u>175.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 8/7/2024**  
**Sebring Airport Authority (SAA)**

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
<b>NEWSUN The News Sun</b>									
161750	7/30/2024	8/29/2024	165.80	165.80	0.00	0.00	0.00	0.00	SAA: Ad/Notice for Cancellation of July 2024 Monthly Board Meeting
<b>Vendor NEWSUN Totals:</b>			<u>165.80</u>	<u>165.80</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>PAYCHEX Paychex of New York LLC</b>									
6052823	8/5/2024	8/20/2024	120.00	120.00	0.00	0.00	0.00	0.00	SAA/FBO: Monthly Fee for Online Timekeeping Program for Employees
<b>Vendor PAYCHEX Totals:</b>			<u>120.00</u>	<u>120.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SHUTTS Shutts &amp; Bowen, LLP</b>									
1919226	7/31/2024	8/30/2024	3,625.40	3,625.40	0.00	0.00	0.00	0.00	SAA: July 2024 Legal Services; E-Stone Creditors Rights
<b>Vendor SHUTTS Totals:</b>			<u>3,625.40</u>	<u>3,625.40</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>SWAINE Swaine, Harris &amp; Wohl, P.A.</b>									
14914 SLID	7/31/2024	8/31/2024	621.00	621.00	0.00	0.00	0.00	0.00	SAA: June 2024 Legal Services - SLID Stormwater/Drainage
14915	7/31/2024	8/31/2024	69.00	69.00	0.00	0.00	0.00	0.00	SAA: July Legal Services - Tenant/Landlord Dispute
14916 OC	7/31/2024	8/31/2024	3,325.20	3,325.20	0.00	0.00	0.00	0.00	SAA: July 2024 General On-Call Services
<b>Vendor SWAINE Totals:</b>			<u>4,015.20</u>	<u>4,015.20</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>TECHHOU TechHouse:Intergrated</b>									
TE9524-218-SEF	8/5/2024	8/12/2024	101.25	101.25	0.00	0.00	0.00	0.00	SAA: General IT Support; Error in Parallels Software, Install Printer Software
<b>Vendor TECHHOU Totals:</b>			<u>101.25</u>	<u>101.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u><u>131,818.05</u></u>	<u><u>131,818.05</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 8/7/2024**  
**Sebring Airport Authority (FBO)**

<b>Vendor No./ Invoice No.</b>	<b>Invoice Date</b>	<b>Due Date</b>	<b>Invoice Balance</b>	<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90 Days</b>	<b>120 Days</b>	
<b>ASCENT Ascent Aviation Group</b>									
1034798	7/10/2024	8/24/2024	24,415.98	24,415.98	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
1035399	7/15/2024	8/14/2024	24,074.15	24,074.15	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
1037213	7/19/2024	8/8/2024	24,734.31	24,734.31	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at KSEF
1039302	7/27/2024	9/10/2024	25,095.10	25,095.10	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
M310473	7/30/2024	8/19/2024	513.46	513.46	0.00	0.00	0.00	0.00	FBO: Wind Socks for KSEF
M311170	8/1/2024	8/11/2024	2,846.00	2,846.00	0.00	0.00	0.00	0.00	FBO: Lease - 5000 Gallon Jet-A Refueler
S050103	8/1/2024	8/21/2024	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Software for 5 Users
<b>Vendor ASCENT Totals:</b>			<u>101,976.50</u>	<u>101,976.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u><u>101,976.50</u></u>	<u><u>101,976.50</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	



## Sebring Airport Authority Agenda Item Summary

**Meeting Date:** August 15, 2024

**Presenter:** Andrew Bennett

**Agenda Item:** Swaine, Harris & Wohl, P.A. – Agreement for Representation and Fees

**Background:** The Authority hereby retains Attorneys to perform all necessary legal work for the Authority, except for certain limited legal matters in which the Authority will be represented by an attorney specializing in that area of law.

Authority agrees to pay Swaine, Harris & Wohl, P.A., as compensation for the services to be performed, the professional time spent by attorneys, paralegals and legal assistants at the rate of \$200.00 per hour for attorneys and \$125.00 per hour for paralegals and legal assistants.

In addition to fees for services, the Authority shall pay Attorneys all sums in the nature of costs which Attorneys have paid or will be required to pay during their representation of Authority. These expenses may include, but shall not be limited to, court costs, computer research time, deposition costs, long distance telephone calls, reproduction costs, service of process, cost of publication, witness fees, expert witness fees, and all other expenses Attorneys consider reasonably necessary for the proper representation of the Authority. These sums shall not be a part of the fees herein agreed to be paid, but shall be in addition thereto.

**REQUESTED MOTION:** Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute agreement accordingly.

**Board Action:**

Approved       X    
Denied                    
Tabled

## AGREEMENT FOR REPRESENTATION AND FEES

**THIS IS AN AGREEMENT** between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida, whose address is 128 Authority Lane, Sebring, Florida 33870 (herein called "Authority") and **SWAINE, HARRIS & WOHL, P.A.**, Attorneys at Law, 425 South Commerce Avenue, Sebring, Florida 33870 (herein called "Attorneys").

### WITNESSETH

In consideration of the services agreed to be performed by Attorneys and the fees to be paid by the Authority, the parties agree as follows:

1. The Authority hereby retains Attorneys to perform all necessary legal work for the Authority, except for certain limited legal matters in which the Authority will be represented by an attorney specializing in that area of law.

2. Attorneys hereby accept such employment and agree to render and perform such legal services and furnish all advice relevant to such legal matters for the Authority. The services will be performed by attorneys licensed to practice in the State of Florida, and by paralegals or legal assistants (non-lawyers working under the direct supervision of an attorney) with specialized training or experience in such legal matters.

3. Authority hereby agrees to pay Attorneys, as compensation for the services to be performed, the professional time spent by attorneys, paralegals and legal assistants at the rate of \$200.00 per hour for attorneys and \$125.00 per hour for paralegals and legal assistants.

4. In addition to fees for services, the Authority shall pay Attorneys all sums in the nature of costs which Attorneys have paid or will be required to pay during their representation of Authority. These expenses may include, but shall not be limited to, court costs, computer research time, deposition costs, long distance telephone calls, reproduction costs, service of process, cost of publication, witness fees, expert witnesses fees, and all other expenses Attorneys consider reasonably necessary for the proper representation of the Authority. These sums shall not be a part of the fees herein agreed to be paid, but shall be in addition thereto.

5. All papers, records, documents, exhibits, or other items delivered to Attorneys by Authority shall be returned to Authority at the conclusion of representation in each particular matter, at the request of Authority. All papers produced by Attorneys and all research and other work done by Attorneys shall remain the property of Attorneys.

6. This Agreement may be canceled by either party with reasonable notice.

**7. IF ATTORNEYS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEYS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JAMI OLIVE, at 863-655-6444 EXT. 1317, Jolive@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

8. Attorneys shall:

8.1 Keep and maintain public records required by the Authority to perform such legal services.

8.2 Upon request from the Authority's custodian of public records, Attorneys shall provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.


8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Attorneys do not transfer the records to the Authority.

8.4 Upon completion of the contract, transfer, at no cost to the Authority, all public records in possession of Attorneys or keep and maintain public records required by the Authority to perform the legal services. If the Attorneys transfer all public records to the Authority upon completion of the contract, Attorneys shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Attorneys keep and maintain public records upon completion of the contract, Attorneys shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

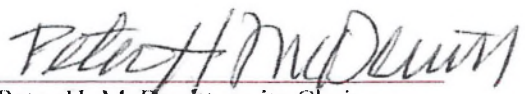
9. The parties hereby acknowledge that two identical complete agreements are being executed, one to be retained in the possession of each party, either of which shall constitute and be considered an original for all purposes.


DATED this 15<sup>th</sup> day of August, 2024.

SWAINE & HARRIS, P.A.

By:   
Robert S. Swaine

SEBRING AIRPORT AUTHORITY

By:   
 Peter H. McDevitt, as its Chair or  
 Stanley Wells, as its Vice Chair

Attest:   
 Craig Johnson, as its Secretary or  
 Carl Cool, as its Asst. Secretary



# Sebring Airport Authority Agenda Item Summary

**Meeting Date:** August 15, 2024

**Presenter:** Andrew Bennett

**Agenda Item:** Professional Engineering Services - South Partial Parallel Taxiway Delta – Avcon, Inc - Design Contract

**Background:** Utilizing the parameters of the Authority’s general on-call consulting services agreement with Avcon, Inc., staff engaged the firm to perform design services for the South Partial Parallel Taxiway Delta project. This design project is 90% funded by FAA Bipartisan Infrastructure Law grant funds and 10% from Florida Department of Transportation grant funds.

**Requested Motion:** Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute contract in the amount of \$282,500.00 (Two Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents).

**Board Action:**

Approved       X  

Denied                  

Tabled

**CONTRACT FOR  
DESIGN SERVICES  
FOR THE  
SOUTH PARTIAL PARALLEL TAXIWAY D  
AT  
SEBRING REGIONAL AIRPORT  
BETWEEN  
THE SEBRING AIRPORT AUTHORITY AND  
AVCON, INC.  
DATED JUNE 2024**

This Contract is between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **AVCON, INC.**, a Florida corporation authorized to do business in Florida (herein referred to as the "CONSULTANT").

PREMISE. The AUTHORITY is in need of professional engineering services for the South Partial Parallel Taxiway D design (the "Project"), and CONSULTANT desires to perform that work. The services are more particularly described in Exhibit A Scope of Services and shall hereafter be referred to as "Services". CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of **Two Hundred Eighty-Two Thousand Five Hundred Dollars and No/100 (\$282,500.00)** as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

- A. detail an explanation of Services completed by CONSULTANT and its subconsultants and subcontractors requesting payment; and
- B. include a certification that the amount of the invoice is accurate in relation to the Services performed under any subcontractor contract.

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

CONSULTANT hereby agrees to commence work under this contract by September 9, 2024 and to fully complete the Services not later than September 8, 2025.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to his Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the contract. The Authority shall pay CONSULTANT on a monthly invoiced basis for the percentage of the work completed in each monthly reporting period. Upon CONSULTANT's

application for payment, the Executive Director, or his designee, will make inspection and if he finds the Services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

#### ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this provision within one year following final payment.

#### ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause upon 30 days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the AUTHORITY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AUTHORITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the AUTHORITY's representative and written approval granted by the AUTHORITY before said change or substitution can become effective.

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this Contract:

Keria Medina – Project Manager (kmedina@avconinc.com)

ARTICLE 8 - SUBCONTRACTING

CONSULTANT reserves the right to select any subcontractors that may be necessary.

The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

The AUTHORITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The AUTHORITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY's Tax Exemption Number in obtaining such materials.

The CONSULTANT shall be responsible for payment of its own taxes.

ARTICLE 10 – AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Sebring Airport Authority and the federal government.

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and that insurance has been approved by the AUTHORITY.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict

compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims of damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of two years beyond AUTHORITY's acceptance of renovation or construction projects.
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the AUTHORITY pursuant to this Contract.
- G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AUTHORITY as an "Additional Insured".

#### ARTICLE 12 - WARRANTY

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to generally accepted professional standards.



#### ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

#### ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

#### ARTICLE 15 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Highlands County, Florida, and the Contract will be interpreted according to the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the AUTHORITY in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided under a specific Consultant Services Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. The AUTHORITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification, and it shall be deemed not to be a conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Contract.

#### ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the AUTHORITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractor's work.

Upon the CONSULTANT's request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the Contract Schedule and/or other affected provision of this Contract shall be revised accordingly, subject to the AUTHORITY's rights to change, terminate, or stop any or all of the work at any time.

#### ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the AUTHORITY's credit or make the AUTHORITY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY, if requested, reproducible and computer files of all final documents and materials prepared by and for the AUTHORITY under this Contract.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project or tasks assigned the CONSULTANT is not to be construed as publication in derogation of any right therein reserved by the CONSULTANT.

If, however, the AUTHORITY uses for any other purpose the CONSULTANT's documents, drawings, and specifications, or reuses them without written verification or adaptation by the CONSULTANT for the specific purpose intended, it will be at the AUTHORITY's sole risk and without liability or legal exposure to the CONSULTANT or to the CONSULTANT's independent professional associates or consultants. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the AUTHORITY and the CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the CONSULTANT's promotional and professional material. The CONSULTANT's materials shall not include the AUTHORITY's confidential or proprietary information if the AUTHORITY advises the CONSULTANT of the specific information considered to be confidential or proprietary.

#### ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this

Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Contract or amendment thereto.

#### ARTICLE 21 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### ARTICLE 22 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least three (3) years after completion of this Contract. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AUTHORITY's cost, upon five (5) days written notice. Consultant shall also permit review of all records pertaining to this project that fall within the purview of Florida Statute 119.07.

#### ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

#### ARTICLE 24 – HARASSMENT-FREE WORKPLACE

The CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The CONSULTANT shall insert a provision in accordance with this Article in all subcontracts for services in relation to this contract.

#### ARTICLE 25 – PUBLIC ENTITY CRIMES

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### ARTICLE 26 – DRUG-FREE WORKPLACE

CONSULTANT acknowledges that The Authority is a drug-free workplace. CONSULTANT covenants that all employees of CONSULTANT working upon The Authority property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that CONSULTANT will adhere to the provisions of Florida Statute 287.087.

#### ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

The CONSULTANT hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The CONSULTANT further acknowledges the possible necessity for amending the Contract in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the AUTHORITY.

#### ARTICLE 28 – SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership or documents, shall survive the execution and delivery of this Contract and consummation of the transactions contemplated hereby.

#### ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### ARTICLE 30 – ENFORCEMENT COSTS

In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including the establishment of a right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, even if not taxable as court costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

#### ARTICLE 31 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Chapter 471, Florida Statutes.

#### ARTICLE 32 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE 33 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The AUTHORITY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AUTHORITY's notification of a contemplated change, the CONSULTANT shall, if requested by AUTHORITY: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AUTHORITY of any estimated change in the completion date, and (3) advise the AUTHORITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the AUTHORITY's decision to proceed with the change.

If the AUTHORITY elects to make the change, the AUTHORITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

Provided such information is reasonably required by the CONSULTANT to perform its services under this Contract, the AUTHORITY shall:

1. Provide full information regarding requirements for the projects and tasks.
2. Designate a representative authorized to act on the AUTHORITY's behalf with respect to the projects or tasks. The AUTHORITY or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.
3. Furnish to the extent in its possession, surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the CONSULTANT in developing proper scopes of service and fulfilling project or task objectives.
4. Assist in gaining access to and make all provisions for access required for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Contract.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render decisions and comments regarding them within a reasonable time so as not to delay the services of the CONSULTANT.

ARTICLE 35 – NOTICE

All notices required in this Contract shall be sent certified mail, return receipt requested, and shall be mailed to:

AUTHORITY:  
Executive Director  
Sebring Airport Authority  
128 Authority Lane  
Sebring, FL 33870

CONSULTANT:  
Jack Thompson  
AVCON, Inc.  
5555 East Michigan Street, Suite 200  
Orlando, FL 32822-2779

ARTICLE 36 – LAWS AND REGULATIONS

CONSULTANT shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Services and the protection of persons and property.

ARTICLE 37 – CHANGE ORDERS

No changes in the Services covered by this contract shall be made without prior written approval of the Authority. Charges or credits for Services on the approved changes shall be as mutually determined by the parties. Without invalidating this contract, the AUTHORITY may order extra Services or make changes by altering, adding to or deducting from the Services with the contract price being adjusted accordingly. All extra Services shall be paid for at the price agreed to between the parties and no claims for any extras shall be allowed unless order in writing by the AUTHORITY with the price stated in such order.

ARTICLE 38 – ASSIGNMENT

CONSULTANT shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of The Authority.

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

In addition to the notices, requirements and certifications included in the attached "Legal Provisions" document, each and every term of "Legal Provisions" is incorporated herein by reference as if fully included herein. Each and every other provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 40 – PUBLIC RECORDS

CONSULTANT is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. CONSULTANT is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, Fla. Stat. or as otherwise provided by law. CONSULTANT must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law