



Mr. Jerry Sansom, Chairman
Mr. John Craig, Vice Chairman
Mr. Harry Carswell, Treasurer
Mr. Al Elebash, Secretary
Mr. Roger Molitor
Mr. Donn Mount
Mr. Al Voss

355 Golden Knights Blvd. → Titusville, Florida 32780
321.267.8780 → fax: 321.383.4284 → mpowell@flairport.com

AGENDA
REGULAR MEETING
APRIL 16, 2020 AT 8:30 A.M.

*** NOTE TO ALL PUBLIC ATTENDEES:**

The public may speak on any item on the agenda. Should someone wish to address the Airport Authority Board on a specific item, there will be request cards located on the wall adjacent to the public seating area. Be advised that these cards must be completed and presented to the Executive Secretary prior to the item being heard. Your comments will be addressed prior to the Board's discussion and you will have 5 minutes to address the Board. Thank you for your attention.

Salute to Flag - Pledge of Allegiance.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. APPROVAL OF THE AGENDA, AS PRESENTED
- IV. APPEARANCES: None
- V. PRESENTATIONS:
 - a. Ms. Debbie Goode, of Carr, Riggs, & Ingram, LLC
- VI. CONSENT AGENDA:

(These items are considered routine and will be acted upon by the Authority in one motion. If an Airport Authority Board Member requests discussion on an item, it will be considered separately.)

 - a. Approval of the Titusville - Cocoa Airport Authority Minutes:
 - 1. February 20, 2020 - Regular Meeting
- VII. OLD BUSINESS:
- VIII. NEW BUSINESS:
 - a. Discussion and Consideration of a Lease at TIX
 - b. Discussion and Consideration of the Commercial Real Estate Brokerage Agreement
 - c. Discussion and Consideration of the Monthly Board Meeting Time

- d. Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects
- e. Discussion by Mr. Rob Hambrecht of Recent Invoiced Costs by AVCON and Contractors Regarding Current Projects
- f. Discussion and Consideration of a Sublease at TIX

XI. INFORMATION SECTION:

- a. Chief Executive Officer Report
 - Meeting and Phone Conversation with USATS Discussing Possible Expansion Opportunities
 - Part 139 Inspection at TIX
 - Annual Audit
 - Meeting with KB Homes, Traffic & Mobility Consultants, and Engineers Regarding Possible Road Extension Out to SR 407 and Alignment Through TCAA Property
 - Working with the FAA on Future Projects
 - Working with the FDOT on Future Projects
 - Working with a Group that is Finalizing an Agreement to Build a Facility for EFSC and Possibly Mag Aero
- b. Attorney Report
 - Discussion of Board Member Tours of Facilities under Sunshine Law
 - Draft Property Management Agreement Negotiations with Crisafulli Enterprises
 - Response from Artesian Tree disputing Amounts owed to TCAA for tree harvesting
 - Voyager Aviation Amendment update
- c. Check Register & Budget to Actual
- d. Project Reports

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

Mr. Michael D. Powell, C.M., ACE
Chief Executive Officer

Mr. Jerry Sansom
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on February 20, 2020 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. John Craig, Vice Chairman; Mr. Al Elebash, Secretary; Mr. Roger Molitor; Mr. Donn Mount; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Mr. Jerry Sansom and Mr. Harry Carswell were absent.

Call to Order

Mr. Craig called the meeting to order and determined that a quorum was present.

Approval of the Agenda

Mr. Craig asked if there were any proposed changes to the Agenda. Seeing none Mr. Craig called for a motion to approve the Agenda as presented. Mr. Mount made a motion to approve the Agenda. Mr. Voss seconded. Mr. Craig called the question. There were no objections. Motion passed.

Appearances – None**Presentations – None****Consent Agenda****Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:****1. January 16, 2020 – Regular Meeting****Item B – Resolution Approving an FAA Grant for the Replacement of the Minimum Equipment List (MEL) Tower Equipment at Space Coast Regional Airport****Item C - Resolution Approving an FDOT Grant for the Replacement of the Minimum Equipment List (MEL) Tower Equipment at Space Coast Regional Airport**

Mr. Craig called for a motion to approve the Consent Agenda. Mr. Molitor made the motion. Mr. Elebash seconded. Discussion continued.

Mr. Molitor asked for an overview on the resolutions. Mr. Powell briefly explained the scope of the project that was on the resolutions and the difference between FAA grants and FDOT grants.

Mr. Craig stated that he had an addition to the minutes of the last meeting, in the CEO Report section on page 5, in the last paragraph. Mr. Craig state that the discussion was about Board member involvement in business development and contract oversight. Mr. Craig stated that at the time, he had asked for a deliverable

at the current meeting from Mr. Powell, but he did not see that reflected in the minutes. Mr. Craig stated that he would like the minutes to state that there was supposed to be a deliverable of a process that Mr. Powell was going to give to the Board at the February meeting on how he intended to include board members in oversight of contract development and business development as discussed.

Mr. Craig called the question. All voted aye. Motion passed.

New Business

Item A – Discussion and Consideration of a Space Use Permit for Florida Biplanes at Space Coast Regional Airport

Mr. Powell gave an overview of the item, stating that Mr. Mark Grainger of Florida Biplanes was in attendance and that back in 2015 Florida Biplanes had set up operations at Space Coast Regional Airport to give biplane rides. Mr. Powell stated that Mr. Grainger was asking to use the same area again, but with one of his helicopters and that he should be ready to go on March 1st.

Mr. Mount made a motion to approve the Florida Biplanes Space Use Permit. Mr. Voss seconded. Discussion continued.

Mr. Craig called the question. There were no objections. Motion passed.

Item B – Discussion by Mr. Rob Hambrecht of Recent Invoiced Costs by AVCON and Contractors Regarding Current Projects

Mr. Craig turned the floor over to Mr. Hambrecht.

Mr. Hambrecht presented Pay Request Number 5 in the amount of \$1,399.00 from AVCON, Inc., which was for the PAPI Replacement Project at Merritt Island Airport.

Mr. Molitor made a motion approve the pay request. Mr. Elebash seconded. Mr. Craig called the question. All voted aye. Motion passed.

Mr. Hambrecht presented Pay Request Number 6 in the amount of \$4,594.80 from AVCON, Inc., which was for the PAPI Replacement Project at the Arthur Dunn Airpark.

Mr. Hambrecht presented Pay Request Number 4 in the amount of \$1,000.00 from AVCON, Inc., which was for the Airfield Marking Improvements Project at Arthur Dunn Airpark.

Mr. Molitor made a motion approve the pay requests. Mr. Voss seconded. Mr. Craig called the question. All voted aye. Motion passed.

Information Section

CEO Report

Mr. Powell stated that Staff had a wide range of meetings with groups that were interested in expanding and possibly relocating here. Mr. Powell stated that he had the opportunity to have a follow-up with an International company that had shown interest in possibly expanding to the TIX. Mr. Powell stated that Mr. Molitor joined himself and the County EDC in giving the group a site visit. Mr. Powell stated that Staff was told that the Airport Authority was still in the running as of today.

Mr. Powell stated that in regards to Mr. Craig's request for policies regarding Board member involvement in business negotiations and development, he was passing out copies of the current Policies & Procedures and then would send the recommended updates. Discussion continued.

Mr. Craig asked Mr. Powell to step through his report that was on the Agenda. Mr. Powell complied, going over every item on the list with a brief overview of each. Discussion continued.

Mr. Powell stated that Staff had met with the family members of Mr. Arthur Dunn, who the airpark was named for, in regards to an incident that had taken place in 1966 and the request by other family members to change the name due to that incident. Mr. Powell stated that one of the family members was in attendance in case the Board had any questions. Discussion continued.

Mr. Powell continued going through his report. Discussion continued.

Mr. Molitor stated that during the meeting and site visit with the prospective tenants, he felt everything was controlled by the EDC, and he wished that the Airport Authority would have had control of the meeting. Mr. Powell explained that the reason the EDC gets involved is because the companies are usually looking for incentives, and in order to do that it has to go through the State of Florida and trickle down through the counties and municipalities. Discussion continued.

Mr. Craig asked how involved Lightle & Beckner had been in actually marketing the Airport Authority properties. Mr. Powell stated that Staff had reached out to them, because there didn't seem to be a lot happening. Mr. Powell stated that they explained to him that they had an extensive contact list and were going to blast out whatever properties the Authority had, in addition to their other clients' properties, and then have any compatible entities contact Airport Authority Staff. Mr. Molitor and Mr. Craig asked Mr. Powell and Mr. Bird to send the Lightle & Beckner listing agreement to the Board members to review for discussion at the next meeting. Discussion continued.

Mr. Molitor stated that it would be great if the Airport Authority had a presentation to hand out to prospective tenants. Mr. Craig asked if Mr. Powell could provide the Board with a copy of the current stock presentation which the Airport Authority

currently used, in order to get a starting point to work from. Mr. Molitor recommended putting it on the agenda for the next regular meeting. Discussion continued.

Mr. Craig suggested that the Board hold a workshop based on business development, starting with a business development overview of what has been done so far, and then lay out what would be a good path forward. Mr. Craig added that there should be some type of metric that Staff could follow in order to meet goals. Mr. Craig stated that when Mr. Sansom returned the Board could put that workshop together, and that obviously Mr. Bird would be a part of that as well.

Mr. Powell concluded his report.

Attorney Report

Mr. Bird swore in new Board member, Mr. Al Voss.

Mr. Bird stated that in addition to his own opinion, he provided two attorney general opinions regarding Mr. Sansom's request for information on board members appearing and/or voting by electronic means. Mr. Bird stated that the guidance from the Attorney General's office over the last twenty years really has been unwavering in that, barring some exceptional circumstance where a Board member could only appear by phone, the Attorney General's office frowned upon telephonic appearance and telephonic voting. Mr. Bird stated that in his opinion, telephonic appearances and/or voting should not formally count toward actual action of the Board or count towards a quorum, adding that he still encouraged Board members to appear by phone and participate in conversations. Discussion continued.

Mr. Bird stated that he circulated a letter regarding Mr. Molitor's question regarding board member participation in committees. Mr. Bird stated that he believed this issue dovetailed into the policy that Staff had been asked to put together on board members being able to bring their knowledge, skill and experience in their own lives to the Airport Authority, and weighing in on substantial projects and areas of interest that they have specific knowledge in. Mr. Bird stated that his understanding was that the Board would like a written policy in the manual that laid out how to get the board members involved in those things before they were asked to vote on it. Mr. Bird added that when looking at that, Staff also had to be aware of the "Sunshine Law". Mr. Bird stated that the Staff was small, and taxed very heavily already in its regular duties, and he felt adding forwarding contracts and everything else to board members would get very time consuming. Mr. Bird stated that Staff wanted to meet the Board's needs, but the question was how it could be done without overtaxing them. Mr. Bird stated that committees may be the answer, as long as there was only one board member on that committee, but to be aware that committees were for advisory purposes only. Discussion continued.

Mr. Powell asked if the Board would be amenable to having email addresses through the Airport Authority. Mr. Craig stated he would like one, and asked Board members to let Mr. Powell know whether or not they would like one. Discussion continued.

Mr. Bird reported that there was a third party that was paying the Airport Authority to harvest sabal palm trees from Space Coast Regional Airport, but that they had not paid for all of the trees. Mr. Bird stated that Ms. Ashley Campbell, Manager of Finance and Grant Administration, and he were working on resolving that case.

Mr. Bird reported that the Airport Authority was moving forward on a public auction for three storage units where the tenants have stopped paying. Mr. Bird stated that it may be a public website auction, which was permitted by statute.

Mr. Bird stated that the KB Homes case was resolved.

Mr. Bird stated that Staff had followed up with Mr. Crisafulli on the Orange Grove Lease, but there was not any formal input from them yet. Mr. Bird stated that Staff would continue to follow up on that. Discussion continued.

Mr. Bird stated that Mr. Bob Degrosa, who owned the Manor Drive property at Merritt Island Airport, was in attendance. Mr. Bird stated that there had been back and forth communication with the FAA regarding that situation, adding that Mr. Degrosa's ask was for a through-the-fence operation and the Airport Authority could not do that without involvement of the FAA. Mr. Bird stated that they were working on resolving the easement issue, and the FAA had indicated that they did not want to do any more work on it until that was resolved. Mr. Bird stated that Staff had updated surveys and other information. Mr. Craig recognized Mr. Degrosa. Mr. Degrosa stated that it was the Airport Authority that put the fence up. Mr. Powell gave an explanation of the property, stating that it appeared that in the past there was an easement, but it wasn't clear where that easement was. Discussion continued.

Mr. Bird stated that there was a lot of interest in the 6995 Tico Road property at Space Coast Regional Airport, both for a short-term space use permit by one entity and a potential lease from another. Mr. Bird stated that he and Staff would continue to work on that.

Mr. Bird stated that there was a bit of a snag with the Voyager Aviation lease agreement in that at some point the business name was dissolved and renamed. Mr. Bird explained that the amendment for self-fueling couldn't be executed because of that, but they were going to resolve that by doing an assignment and assumption agreement stating that Voyager Aviation International would take assignment of the old lease and then they could be allowed to do the self-fueling.

Mr. Bird discussed that agreement with Lightle & Beckner. Discussion continued.

Mr. Elebash asked Mr. Bird if there was some way for him to add a list of what he was going to talk about on the Attorney Report item of the agenda. Mr. Bird stated that he could do that.

Mr. Bird concluded his report.

Check Register & Budget to Actual

Mr. Powell stated that the financials had been provided and he would be happy to answer any questions.

Administration & Project Reports

Mr. Powell stated that the report was provided, and there weren't a lot of changes. Mr. Powell briefly went over a few additions to the report. Discussion continued.

Authority Members Report

Mr. Molitor stated that it was really eye-opening for him to attend the EDC meeting with potential tenants, and thought it was a good idea for other board members to do that when they got a chance. Mr. Molitor stated that he wanted Staff to set a calendar for the rest of the year, adding items like a committee for insurance, a board member maintenance tour and Mr. Powell's upcoming review. Mr. Craig recommended that if there was going to be any discussion of board member tours, it would be wise to discuss it with Mr. Bird first. Mr. Molitor also discussed changing the time that the Board meetings are held. Discussion continued.

Mr. Mount stated that although it wasn't Airport Authority related, he was a member of the Rotary and wanted to announce they were having a Chili Cook-Off on the upcoming Saturday, February 22nd at 6:00 p.m. Mr. Mount stated that is was a fundraiser for providing lunch payments for children who were underprivileged.

Public & Tenants Report

Mr. Kevin Panik, tenant at Space Coast Regional Airport, discussed the status of the development of his flying club. Mr. Panik stated that he did some historical research and that as far as he could tell, there had never been a formal flying club at any of the airports. Discussion continued.

Mr. Mark Grainger, Florida Biplanes, stated that he had been a tenant for ten years and has had a wonderful relationship with Mr. Powell and Airport Authority staff. Mr. Grainger stated the staff was small, worked very hard and did a very good job. Mr. Grainger discussed his new venture at Space Coast Regional Airport and stated that he had some exciting ideas. Discussion continued.

Mr. Don White from Merritt Island Airport, stated that the latest Young Eagles event was successful, with 60% first-timers, and passed out a hand-out with

specifics on the event. Mr. White stated that the next Young Eagles would be on April 26th.

Mr. White asked when the camera at Merritt Island Airport, which was damaged by the last hurricane, was going to be fixed. Mr. Powell answered that the company that installed the cameras had been acquired by another company, which caused some issues, but they were trying to get it fixed. Mr. Craig asked Mr. Powell to keep the Board updated on that issue.

Adjournment

Mr. Craig adjourned the meeting at 10:03 a.m.

JERRY SANSOM, CHAIRMAN

AL ELEBASH, SECRETARY



TIX → **SPACE COAST REGIONAL AIRPORT**

COI → **MERRITT ISLAND AIRPORT**

X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: April 16, 2020

ITEM DESCRIPTION – NEW BUSINESS ITEM A

Discussion and Consideration of a Lease at TIX

BACKGROUND

There has been a request from a doctor that provides flight physicals to lease a couple of offices in the Administration Building at TIX, bringing a needed service to the airport for our valued tenants, flight instructors and flight students.

ALTERNATIVES

The Airport Authority Board could approve the lease, disapprove, or ask for some other alternative.

FISCAL IMPACT

The fiscal impact for two offices office is \$760.10 a month or \$9,121.20 annually, plus any other applicable fees/taxes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the lease, and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

March 17, 2020

Members of the board;

I want you to know that I tried as hard as I could to get coverage at the hospital so I could make the meeting. We are short a radiologist and they also had special procedures scheduled which only I do.

I would like to continue doing aviation medical exams after I leave Parrish Medical Center on the 25th. I have provided these exams in the area since 1990. I am a senior examiner and do all classes.

I am not in it for the money. I only make \$100 for class three and \$125 for class one and two. I think having a medical examiner at TIX would be a benefit to the airman and the airport.

My malpractice insurance is \$6000.00 to do the physicals. When you add rent and other expenses, it is very expensive to provide the service. I would ask that the rent be lowered to about \$400 or \$500 per month to start. If the business picks up and I start doing enough medicals, I would be open to raising the rent.

Thank you for your time and consideration.

Joe Flynn

AMENDMENT TO LEASE AGREEMENT

The **TITUSVILLE-COCOA AIRPORT AUTHORITY**, as the governing body of the Titusville Cocoa Airport District, a special taxing district existing by and under the laws of the State of Florida (the "**Lessor**"), and **DR. JOSEPH D. FLYNN**, an individual whose mailing address is 3430 Heron Lane, Titusville, FL 32780 (the "**Lessee**"), have entered into this Amendment to Lease Agreement Effective (the "**Amendment**") on this ____ day of To Be Determined 2020. Lessor and Lessee are collectively referred to as the "**Parties**," and the Parties do hereby agree as follows:

WITNESSETH:

WHEREAS, the Parties previously entered into a lease agreement with an effective date of To Be Determined 2020 (the "**Lease**") for the lease of certain real property located in the Administration Building at the Space Coast Regional Airport (TIX) and specifically defined in and by the Lease; and

WHEREAS, Lessee and Lessor desire to amend the terms of the Lease to ensure that the Lessor's Board of Directors has the opportunity to review and vote upon Lessor's entry into the Lease, which the Parties acknowledge is required for the Lease to be valid and enforceable.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions herein contained, along with the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties do hereby amend and restate the Original Lease, in its entirety, substituting and replacing the provisions thereof with the provisions of the Lease, and hereby mutually and voluntarily agree as follows:

1. The Lease shall be amended so that the following paragraph shall become a valid, binding and effective term thereof and shall be incorporated in the Lease by reference as though it had been included at the time Lessee initially signed the Lease:

- (a) As a result of COVID-19 protocol, the March 2020 regular meeting of the Titusville-Cocoa Airport Authority Board of Directors was cancelled. Lessee represented to Lessor that he was in need of the demised premises under this Lease before it was to be considered and, potentially, fully authorized by the Authority at the April 2020 regular Board meeting. As a result, this Lease shall become temporarily effective on Mar. 30, 2020, and Lessee shall be permitted to occupy the demised premises pursuant to this Lease beginning on that date, but Lessee agrees, acknowledges and accepts that this Lease will only be temporary unless and until such time as it is approved by vote of Lessor's Board of Directors. Lessee agrees, acknowledges and accepts that if Lessor's Board of Directors votes to reject or otherwise not approve this Lease at its next Board meeting, this Lease

shall immediately terminate and become null and void from that date, and Lessee will fully and completely vacate the demised premises under this Lease within 15 days of such negative vote.

2. Except as expressly and specifically modified by this Amendment, the Lease has not been modified, amended or otherwise affected. In the event of any direct conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the date first above written.

WITNESSES:

Lori G. Flynn
Print Name: Lori G. Flynn

Maggie Flynn
Print Name: Maggie Flynn

WITNESSES:

Kimberly S. Rose
Print Name: Kimberly S. Rose

Alexandria Campbell
Print Name: Alexandria Campbell

LESSEE:

DR. JOSEPH D. FLYNN

[Signature]
Signature

LESSOR:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: [Signature]
MICHAEL D. POWELL, C.M., ACE
As Its: Chief Executive Officer

Approved as to Form and Legality this _____ day of _____, 2020
WhiteBird PLLC

By: _____
Adam M. Bird, Esq. - General Counsel
Titusville-Cocoa Airport Authority

Michael Powell

From: jflynn@reagan.com
Sent: Monday, March 09, 2020 6:15 PM
To: Michael Powell
Subject: office space

Michael,

Thanks for your time the other day. I sent the following letter to all the board members and wanted you to have a copy as well.

My name is Joe Flynn. I have been a tenant at the airport since 1992. I am also a senior aviation medical examiner and have been doing physicals since 1978.

I have been doing them at the Parrish Healthcare Center in Port St. John.

My group gave notice to the hospital and will be done on March 25th. I was set up to move into the office upstairs where Spaceport aviation is but Pier lost the funding for his new hanger and will not be moving out.

I would like to continue doing the physicals but need a space. I have purchased the necessary equipment including the EKG machine to do first class. I will be available a lot more than before which will make it more convenient.

I cannot afford to rent the entire alcove and don't need anywhere near that much space. I talked to Michael Powell and he said that if the board approves, I could rent two of the small offices in the smaller of the two wings.

To start, I cannot pay a lot of rent. I have \$6000.00 malpractice plus the cost of the equipment and I will need to buy furniture, computer and printer. I hope to grow the practice and have picked up a lot of interest since the passing of Dr. Fain in Melbourne. If I don't start right away, I will start losing people and might not get them back. I do a lot of local pilots and students and I feel that it would be a plus to have a senior aviation examiner on the field.

I would appreciate your help and understanding to get this on the agenda for the next meeting so I don't have to give up doing them up.

I didn't want to bother you with a phone call but welcome any calls for further information. My number is 321-863-8294.

Thank you,

Joe Flynn

6965 Hundred Acre Drive
Cocoa, Florida 32927
(321) 258-1870

Michael Powell
355 golden Knight Blvd.
Titusville, Florida 32780

My name is Jim McNamee, and I have been a tenant in the t-hangars at Space Coast Airport for the past 17 years and prior to that at Merritt Island Airport for 3 years and have been a pilot for over 44 years.

I have been informed by AME Dr. Joseph Flynn Jr., that he will be retiring from Parrish Medical Center on March 25th and he will no longer be doing flight physicals unless he can find a new facility that he would be able to do the flight physicals from. Dr. Joseph Flynn Jr. has been doing flight physicals in the area for over 30 years and does most of the physicals for the tenants and student pilots at all the Titusville-Cocoa Airport Authority airports.

Dr. Joseph Flynn Jr. informed me that he approached the Titusville-Cocoa Airport Authority CEO Michael Powell regarding available office space in the Titusville-Cocoa Airport Authority administration building. I would like you to consider him to lease space in the administration building. If Dr. Joseph Flynn Jr. was forced to retire due to him not having the means (office space) to do flight physicals, it would have a direct impact to the pilots and flight training students in the area.

In addition, it would be great for the marketing and image of the Titusville-Cocoa Airport Authority to having a Senior Aviation Medical Examiner located on the airport it would bring in pilots from outside the area. Only Senior Aviation Medical Examiners can perform Class One Medical Exams for airline pilots and there only a few in the county.

Thank you for your time and consideration.

Regards

Jim McNamee

CC: Mr. Jerry Sansom
Mr. John Craig
Mr. Al Elebash
Mr. Al Voss
Mr. Donn Mount
Mr. Roger Molitor

**TITUSVILLE-COCOA AIRPORT AUTHORITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made to be effective as of the 26th day of March, 2020 (the "Effective Date"), among the TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 ("**Authority**"), and Joseph D. Flynn Jr., whose mailing address is 3430 Heron Lane, Titusville, Fl. 32780 ("**Lessee**").

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein set forth, Authority and Lessee agree and covenant as follows:

**ARTICLE I
PREMISES AND PERMITTED USES**

1.1 Demise of Premises.

Subject to the terms and conditions set forth in this Lease, Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor portions of commercial real property described as "Administration Building Suite 3," of the TCAA Administration Building, and depicted in **Exhibit "A"** hereto. "Administration Building Suite 3" is comprised of approximately 1,150 square feet of commercial office space and 3 dedicated parking spaces, and both are located at the **Space Coast Regional Airport**, and made a part hereof. Together, "Administration Building Suite 3" and Parking Spaces are hereinafter collectively referred to as the "Premises.". Lessee hereby leases the Premises subject to, and Lessee hereby agrees to comply with, (i) all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses, (ii) all covenants, easements and restrictions of record, (iii) "Rules, Regulations, and Minimum Standards Covering Airports Owned or Controlled by the Titusville-Cocoa Airport Authority," as the same may be amended from time to time ("Minimum Standards"), and (iv) the Space Coast Regional Airport Master Plan, as the same may be amended from time to time (the "Master Plan").

1.2 Condition of Premises:

Lessee accepts the Premises in "AS-IS" condition. Lessee acknowledges that Authority has made no representations or warranties relating to the suitability of the Premises for any particular use, and unless otherwise expressly provided in this Lease, Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises. Lessee shall not permit any unlawful nuisance, waste or injury on the Premises. Lessee agrees to surrender the Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the Premises on the Commencement Date, ordinary wear and tear excepted.

1.3 Construction of Improvements by Authority.

Authority, at its own cost, agrees to construct those improvements described on **Exhibit "B"** hereto, unless said exhibit indicates that Authority shall construct no improvements on or in relation to the Premises in which case Authority shall not be responsible in any fashion for the construction of improvements of any kind on the Premises.

1.4 Construction of Improvements/Modifications by Lessee.

Lessee shall be permitted to construct and shall have sole responsibility for construction of the improvements and/or modifications within the Premises described in **Exhibit "C"** hereto, for which Lessee shall obtain all necessary governmental approvals including without limitation engineering approval from the City of Titusville. Any construction by Lessee on the Premises shall be in accordance with local building codes and shall also be governed by **Exhibit "D"** hereto, which is incorporated herein by reference. Any other improvements Lessee wishes to construct upon the Premises, apart from those specifically listed on **Exhibit "C"** hereto, shall be submitted to the Authority in writing for Authority's approval, which shall be granted or denied by Authority in its sole discretion. Construction of all improvements shall be solely at the expense and cost of the Lessee, and Authority shall not be responsible for the same regardless of Authority providing its approval for construction of such improvements. For clarity and the avoidance of doubt, if there are no improvements listed on **Exhibit "C,"** then Lessee is not permitted to construct any improvements on or within the Premises without the prior written consent of Authority.

1.5 No Entitlement to Lien.

Nothing contained in this Lease shall authorize Lessee to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the Premises or of any interest of Authority in the demised Premises or upon or in any building or improvement located thereon, it being agreed that should Lessee cause any alterations, changes, additions, improvements or repairs to be made to or on the Premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Authority nor the Premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work or material furnished to the Premises or any part thereof. Lessee shall upon request of Authority deliver such documents as may be required by Authority in order to effectuate the lien protection required by this paragraph. All such alterations, changes, additions, improvements, repairs, materials and labor, other than those expressly set forth in this Lease to be the responsibility of Authority, shall be at Lessee's expense and Lessee shall be solely and wholly responsible to contractors, subcontractors, laborers and materialmen furnishing labor and material to the Premises, any building or structure thereon or any part thereof. If, because of any act or omission of Lessee, any mechanic's or other lien or order for the payment of money shall be filed against the Premises or any building or improvement located thereon or against Authority (whether or not such lien or order is valid or enforceable as such), Lessee shall, at Lessee's own cost and expense, within fifteen (15) days after the date of filing thereof, cause the same to be canceled and discharged of record or furnish Authority with a surety bond issued by a surety company reasonably satisfactory to Authority, protecting Authority from any loss because of nonpayment of such lien claim and further shall indemnify and save harmless the Authority from and against any and all costs, expenses, claims, losses or damages, including Attorneys' Fees (defined

below), resulting thereupon or by reason thereof. This Lease expressly provides that the interest of the Authority in the Premises shall not be subject to liens for improvements of any kind made by Lessee, and Authority is authorized to record a memorandum of this Lease to effectuate this section.

1.6 Quiet Enjoyment.

Authority agrees that, subject to Lessee's performance of the terms and conditions of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease.

1.7 Permitted Uses.

Lessee shall be permitted to use the Premises only for FAA Medical Examinations and any reasonably related functions, including without limitation administrative functions related thereto (the "Permitted Uses"). Lessee shall not use or otherwise utilize the Premises for any purpose other than the Permitted Uses without the express, written consent of the Authority.

1.8 Signage.

All signage on the Premises shall comply with the Minimum Standards and must be approved in writing by the Authority before being installed, said approval shall not be unreasonably withheld.

ARTICLE II
TERM OF LEASEHOLD

2.1 Initial/Base Term of Lease.

The Term of this Lease is defined as the period beginning on the Effective Date and shall run for a period of **one (1) year**, terminating on the first anniversary of the Effective Date unless sooner terminated in accordance with the terms and provisions hereof.

2.2 Options to Extend Term.

Lessee shall have the option to extend the term of this Lease for one (1) consecutive additional periods of one (1) year ("Extension Term") by notifying the Authority in writing at least ninety (90) days prior to the expiration of the preceding term; provided, however, in order to validly exercise one or both of these options, Lessee shall not have committed an Event of Default, which is continuing at the time of the exercise of the option or at the time of the extension of the Initial Term. The Initial Term, and Extension Term, if any, are collectively referred to as the "Term". Rent for all extension terms shall be calculated pursuant to Section 3.3.

ARTICLE III
ANNUAL RENT AND FEES

3.1 Annual Rent and Fees.

Lessee shall pay to the Authority annual rent for the Premises (hereinafter referred to as the "Annual Rent") for each twelve (12) month period or portion thereof during the initial term and any Extension Term of this Lease, beginning with the Commencement Date, in the amount detailed below, which Annual Rent shall be payable on or before the first day of each calendar month (or partial calendar month) thereafter, in amounts equal to one-twelfth (1/12) of the Annual Rent then due, plus any sales or rent taxes due on that installment, in advance, in lawful money of the United States, without deduction or set-off, at the office of the Authority. Annual Rent for a partial month, if any, during the Term of this Lease shall be prorated based on the number of days in such month.

3.2 Calculation of Annual Rent and Fees.

The initial Annual Rent and related charges to be paid to the Authority by Lessee beginning with the Commencement Date, which shall be adjusted annually as set forth below, shall be as follows:

- (a) Administration Building Suite 3 (a portion of) Base Monthly Rent: Lessee shall pay to Authority base rent in the amount of \$612.00 per month (approximately 340 square feet at \$21.60 per square foot divided by 12) for *a portion of* Administration Building Suite 3 as depicted in **Exhibit "A."**
- (b) Rent (other):
 - (i) Lessee shall pay to Authority monthly rent for 3 parking spaces an approximately 600 square foot parking area serving Administration Building Suite 3 in the amount of \$16.50 per month (\$.33 per square foot of parking space annually multiplied by 600 sq. ft. and divided by 12). It shall be paid at the same time and in the same manner as base rent due the Authority from Lessee.
 - (iii) Lessee shall pay to Authority monthly common area maintenance (CAM) fees in the amount of \$90.75 for Administration Building Suite 3. These CAM fees shall be paid at the same time and in the same manner as base rent due the Authority from Lessee and are to cover Lessee's share of expenses related to the upkeep, maintenance and repair of common areas of the Administration Building and related facilities, such as the parking areas. The CAM fees identified in this paragraph do not include non-fixed or fluctuating fees associated with the Administration Building and related facilities, which are addressed below.
 - (iv) In addition to CAM fees, Lessee shall pay to Authority annually additional fees for non-fixed, invoiced services ("WING fees"), including but not limited to property insurance, pest control, electricity and water services. At the conclusion of each year, the Authority will provide to Lessee an invoice for that year's WING fees that will identify the provider of each service for which Lessee is being charged and the amount of the charge.

Within ten (10) days of Lessee's receipt of such invoice from Authority for WING fees, Lessee shall pay such WING fees to Authority in the same manner as base rent due the Authority from Lessee.

- (v) Lessee shall pay to Authority any and all sales tax due on any of the rent, fees or other charges due under this section 3.2, to Authority at the same time and in the same manner as base rental payments are paid to Authority by Lessee. Lessee acknowledges that sales tax rates are subject to change from time to time and further agrees and acknowledges that it is responsible to calculate and pay to Authority the correct amount of sales tax due hereunder.
- (vi) All sums due Authority hereunder, regardless of nature or purpose, constitute rent due the Authority, and failure to pay any such sums when due constitutes failure to pay rent under this Lease and default hereunder.

3.3 Annual Rental Rate Adjustments based on Consumer Price Index (CPI).

Each year on the anniversary of the Effective Date (the "Rent Adjustment Date(s)"), and with the exception of anniversaries occurring every five (5) years as set forth in section 3.4 below, all rent and premises-related payments and charges due Authority from Lessee as set forth in section 3.2 above shall be increased by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. Average, All Items (1982-84=100) ("CPI"), published by the Bureau of Labor Statistics, U.S. Department of Labor (or comparable successor index), for the annual period beginning two months prior to the Commencement Date or the preceding Rent Adjustment Date, whichever is more recent, through two months prior to the then-current Rent Adjustment Date. Notwithstanding anything herein to the contrary, the percent increase in sums due Authority from Lessee under this Lease shall be no less than two (2%) percent and no more than five (5%) percent each per year.

3.4 Fair Market Rental Value Adjustments.

Without regard to any other term of this Lease, after the base Term of this Lease and after each 1-year option term as provided in section 2.2 above, if any, the base Annual Rent for the Premises for the following term, if any, shall be adjusted pursuant to the Consumer Price Index as defined in 3.3.

3.5 Delinquent Rent.

Any installment of rent, taxes and/or any other amounts due from Lessee under this Lease that is not received within five (5) business days after it is due shall be considered a material breach of this Lease and shall bear interest from the date when the same was due until paid by Lessee at the interest rate of eighteen percent (18%) per annum.

3.6 Security Deposit.

Within five (5) business days of Lessee's execution of this Lease or at the time Lessee begins occupying the Premises, whichever is earlier, Lessee shall pay to Authority one months' rent (pre-tax) (the "Security Deposit"), which Authority shall retain throughout the Base Term of this Lease (and any extensions thereof) as security for Lessee's full and timely performance of all of its obligations under this Lease. Authority shall not be required to maintain the Security Deposit in an interest-bearing account nor shall Authority be required to maintain the Security Deposit separate from any or all of its other funds and may commingle the Security Deposit therewith. If Lessee fully, timely and faithfully performs all of its obligations under this Lease, then upon the expiration or termination hereof (and assuming at that time Lessee is not in material default of the Lease), then the full Security Deposit shall be returned to Lessee. If, however, Lessee fails to fully, timely and faithfully perform all of its obligations under this Lease, then the Authority may apply some or all of the Security Deposit to any damages, expenses, out-of-pocket costs, debts and any other liabilities of any kind related to and/or arising from Lessee's breach of the Lease including without limitation attorneys' fees and costs incurred as a result thereof, and Lessee waives any claim it has to any portion or all of the Security Deposit due Authority as a result of the terms of this Section 3.5.

ARTICLE IV **MAINTENANCE AND UTILITIES**

4.1 Maintenance – Administration Building.

- (a) Lessee shall perform pest extermination(s) at its expense promptly following request(s) by the Authority and will use a licensed exterminating firm exclusively for this purpose. Lessee shall use the plumbing systems in the Premises only for their intended purpose and shall not place or permit to be placed therein any caustic, acid, corrosive or concentrated substances or objects which are likely to cause damage to the plumbing systems, or cause them to fail in whole or part. Should Lessee violate this covenant, Lessee shall be liable to the Authority for the full cost of cleaning, repairing or rebuilding the plumbing systems, which amount(s) shall be payable as additional rent hereunder. In the event Lessee receives written consent to penetrate the roof or any wall of the Premises, Lessee shall be solely responsible for any damage which may be caused by or result from such penetration. Lessee agrees, at Lessee's expense, to replace promptly any and all plate or other glass in the Premises which may become damaged or broken as a result of Lessee's actions with glass of the same kind and quality.

4.2 Trash and Garbage.

During this Lease, Lessee shall be responsible for the storage, collection and removal from the Premises of all trash, garbage and other refuse resulting from Lessee's activities on the Premises. Lessee shall provide appropriate, covered, metal receptacles for trash, garbage and other refuse, will maintain the receptacles in an attractive, safe and sanitary manner, and will store receptacles in inconspicuous places on the Premises that are screened from public view in accordance with the Minimum Standards.

4.3 Utilities (Electrical and Sewer).

During this Lease, Lessee shall be responsible, at Lessee's sole cost and expense, for any necessary installation of and costs related to utility services within and to the Premises except the construction of Improvements detailed in **Exhibit "C"** hereto, if any. Utility service costs associated with the Administration Building facilities shall be included in WING fees as described in section 3.2, above. Lessee agrees that the Authority shall have no liability to Lessee arising out of any interruption of utility service to the Premises, unless such interruption was caused by the gross negligence of the Authority. For purposes of this section 4.3, the acts of a third party shall not constitute acts within the control of the Authority unless such acts were directed by the Authority.

ARTICLE V
TAXES

5.1 Property Taxes and Assessments.

5.2 Protesting Taxes.

5.3 Payment of Sales Tax.

NO sales tax on medical services.

ARTICLE VI
INSURANCE

6.1 Hazard Insurance.

6.2 Liability Insurance.

Lessee shall, at its sole expense, commercial general liability insurance protecting the Authority and Lessee (including, without limitation, all members of the governing board of Authority), officers, agents and employees of each, from and against any and all liabilities arising out of or relating to Lessee's occupation and/or use of the Premises, or the conduct of its operations on the Premises, in the amount of not less than \$1,000,000 (or such greater amount as may be maintained by Lessee from time to time) per occurrence, with no self-insured retention or deductible amount, in such form, and with such company or companies as Authority shall approve in writing, which approval shall not be unreasonably withheld. Such insurance shall include contractual liability coverage for Lessee's covenants to indemnify the Authority and the other parties as required under this Lease and shall provide that it is primary insurance as respects any other valid and collectible insurance the Authority or any of the other additional

insureds may possess, including any self-insured retention or deductible any of them may have, and that any other insurance carried by any of them shall be considered excess insurance only.

6.3 Workers' Compensation.

NO employees.

6.4 Certificates of Insurance.

Within thirty (30) days after the Effective Date of this Lease, and within thirty (30) days after the expiration of any policy or policies required to be provided by Lessee hereunder, Lessee shall furnish an original certificate of insurance to Authority evidencing such coverage, naming the Authority as an additional insured under the property insurance required under section 6.1, naming the Authority as an additional insured under the liability policies required under section 6.2, and confirming that the policy or policies will not be canceled or modified nor the limits thereunder decreased without thirty (30) days' prior written notice thereof to and approval from Authority. Lessee shall also provide Authority with copies of endorsements and other evidence of the coverage set forth in the certificate of insurance as Authority reasonably may request. If Lessee fails to comply with the terms of this section, Authority shall have the right but not the obligation to cause insurance as referenced above to be issued, and in such event Lessee shall pay the premium for such insurance upon Authority's demand. Authority shall have the right, exercisable on ninety (90) days' prior written notice to Lessee, to require Lessee, from time to time, to reasonably increase the monetary limits or coverages provided by such policy or policies. Furthermore, Lessee shall provide proof of its compliance with Article VI by providing copies of such policies, together with any declarations pages and riders related thereto, to Authority upon reasonable demand thereby.

ARTICLE VII
ENVIRONMENTAL

7.1 Lessee's Environmental Obligations.

Lessee shall comply with all "Environmental Laws", which are defined as all applicable federal, state and local statutes, laws, ordinances, regulations, administrative rulings, orders and requirements pertaining to the protection of the environment, including but not limited to, the Authority's rules and regulations, and including, but not limited to those regulating the use, storage, handling and disposal of any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any federal, state or local statute, law, ordinance, regulation, rule or judicial or administrative order with respect to environmental conditions, health, or safety, including, without limitation, asbestos or petroleum products ("Hazardous Substances"). Further, during the Term of this Lease, neither Lessee nor any agent or party acting at the direction or with the consent of Lessee shall use, store, handle or dispose of by any means any Hazardous Substances at the Premises, except that Lessee shall be entitled to use Hazardous Substances of the type and in the quantities typically used by companies performing similar aviation services in accordance with all applicable Environmental Laws. Notwithstanding any other provision hereof, Lessee does not undertake any obligation to remediate, or to take any other action with respect to, any

environmental condition not attributable to actions at the Premises (or elsewhere at the Airport) by Lessee, its officers, employees, agents, contractors, subcontractors, licensees or invitees.

Upon reasonable notice to Lessee, the Authority may conduct or cause to be conducted through a third party that it selects an environmental audit or other investigation of Lessee's operations to determine whether Lessee has breached its obligations under this section. Lessee shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Lessee.

The provisions of this section 7.1 shall survive the expiration or earlier termination of the term of this Lease.

ARTICLE VIII

INDEMNIFICATION

8.1 Lessee Indemnification.

Lessee shall indemnify, defend and hold completely harmless Authority, from and against any and all liabilities (including, but not limited to, liability with respect to any Hazardous Substances and liability under the Comprehensive Environmental Response, Compensation and Liability Act, as it may be amended from time to time ("CERCLA"), and any other environmental law), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable attorneys' fees and costs, including fees and charges for the services of paralegals or other personnel working under the supervision of such attorneys ("Attorneys' Fees")) which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of Authority, or any property of, injury to or death to any person resulting from or arising out of the use, occupancy or maintenance of the Premises or any improvements, or the Lessee's operations thereon, or the acts or omissions of Lessee's officers, employees, agents, contractors, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, damage, penalty, cost or expense was proximately caused by the entity to be indemnified hereunder, (ii) arising out of the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee, or (iii) imposed on or assessed against the Authority by reason of or arising out of any act or omission on the part of Lessee, any subtenant or any other person acting by, through or for Lessee or any subtenant of Lessee. Authority agrees to give Lessee reasonable notice of any suit or claim for which indemnification will be sought by it hereunder, to allow Lessee or its insurer to compromise and defend the same to the extent of its interest and to reasonably cooperate with the defense of any such suit or claim. The provisions of this section 8.1 shall survive the expiration or earlier termination of this Lease with respect to any acts or omissions occurring during the term of this Lease. Irrespective of the foregoing, nothing in this section 8.1 is intended to or shall abrogate, supplant or otherwise modify in any way the Authority's right to claim any form of governmental or sovereign immunity including without limitation the immunity available to the Authority under section 768.28, Florida Statutes.

ARTICLE IX
DESTRUCTION OF IMPROVEMENTS – CORPORATE AVIATION TERMINAL

9.1 Insurance Proceeds – Administration Building.

Upon receipt by Lessee and the Authority of the proceeds of any property or builder's risk insurance policy or policies, Lessee and the Authority shall deposit same in an interest-bearing escrow account to pay for the cost of repair, replacement and rebuilding of the property that was the subject of such insurance claim(s). The Authority shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and the Authority shall distribute such proceeds (and any interest earned thereon during construction) solely to pay the cost of such work. If the amount of such insurance proceeds (together with the interest earned thereon) is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged property, Lessee shall pay any additional sums required in relation to repair, replacement and/or rebuilding of the Premises and its proportionate share of any repair, replacement or rebuilding of any common facilities or areas, and if the amount of such insurance proceeds (together with the interest earned thereon) is in excess of the costs thereof, the amount of such excess shall be retained by Lessee to the extent it was paid by any insurer in relation to damage to Lessee's personal property on the Premises. Notwithstanding the language of this section 10.1, in the event of total or partial destruction of the Premises, the parties will mutually evaluate a course of action that makes commercial sense regarding (i) insurance proceeds and (ii) whether or not this Lease should be terminated.

ARTICLE X
CONDEMNATION

10.1 Notice of Condemnation.

The party receiving any notice in connection with any proceedings or negotiations with respect to an actual or potential condemnation proceeding (a "Taking") shall promptly give the other party notice of the receipt, contents and date of the notice received.

10.2 Rights of Authority and Lessee.

Authority and Lessee shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking. Authority and Lessee each agrees to execute and deliver to the other any instrument that may be required or which would facilitate the provisions of this Lease relating to the condemnation.

10.3 Taking of Leasehold.

Upon a Taking of the entire Premises, Lessee's interest in this Lease shall continue until the Taking is completed by deed, contract or final order of condemnation, unless otherwise specified by court order. If the Taking is of substantially all of the Premises, Lessee may, by notice to Authority within ninety (90) days after Lessee receives notice of the Taking, elect to treat the Taking in accordance with the preceding sentence. If Lessee does not so notify Authority, this Lease shall remain in full force and effect covering the balance of the Premises

not so taken, except that the rent payable hereunder by Lessee shall be equitably adjusted (a "Partial Taking").

10.4 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part of the Premises or improvements, or both, neither the current Lease term nor the rent shall be reduced or affected in any way unless agreed upon by the parties hereto in writing. To the extent either party receives compensation as a result of any Taking and that is directly related to compensation for Lessee's loss of use of the Premises, whether temporarily or permanently, then such compensation shall be paid to Lessee. If a result of the Taking is to necessitate expenditures for reconstruction of any improvements, including without limitation the Administration Building or any portion thereof, to make them reasonably suitable for Lessee's continued use in connection with its operations under this Lease, after the termination of such Taking, Lessee shall perform such work in accordance with the provisions of the Lease and if required thereby.

10.5 Taking by Authority.

Upon any Taking by Authority, Authority and Lessee will either agree to the amount to be paid by Authority for such Taking, or in the absence of such agreement, the matter will be determined in accordance with the laws of the State of Florida.

10.6 Deposit of Sums Payable on Taking.

If Authority and Lessee are unable to agree on how all sums payable by a third party on the Taking are to be distributed and disbursed as between Authority and Lessee under the terms of this Lease, then Authority and Lessee agree to take such action as shall reasonably be required to withdraw such sums from the Registry of the Court and jointly deposit such sums in an interest bearing escrow account, and once agreement is reached between Authority and Lessee as to how such sums are to be distributed and disbursed (or the matter has been determined by a court in accordance with the laws of the State of Florida), the interest earned on such sums shall be distributed between Authority and Lessee in the same proportion as the distribution of the principal amount being held in escrow.

ARTICLE XI **DEFAULT**

11.1 Events of Default.

The occurrence of any of the following shall constitute an event of default (an "Event of Default") by Lessee under this Lease: (i) the failure of Lessee to fully and timely make any payment of rent or any other payment required to be made by Lessee hereunder; (ii) the failure of Lessee to keep, observe or perform any other material covenants or agreements herein unrelated to payments due, and the continued failure to observe or make a reasonable effort to begin to perform any such covenant or agreement after a period of thirty (30) days after written notice to Lessee of such failure; (iii) commencement by or against the Lessee of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation,

reorganization or for the readjustment of its indebtedness, or the insolvency of the Lessee, or an assignment or arrangement for the benefit of its creditors or the appointment of a receiver, trustee or custodian, provided, however, that any of the foregoing set forth in this sub-sentence (iii) which is commenced by a person other than Lessee shall not constitute an Event of Default if it is discharged within sixty (60) days following receipt of written notice from Authority; or (iv) the placement of any lien upon the Premises or any improvements (excluding liens for taxes which are not delinquent and mortgages permitted hereunder) which is not discharged of record by payment or bond within thirty (30) days following receipt of written notice from Authority, or any levy under any such lien.

11.2 Remedies for Default.

Upon the occurrence of an Event of Default, the Authority may in its sole discretion pursue any or all of the following remedies and such other remedies as may be available to the Authority at law or in equity:

- (a) Authority may terminate the Lease and re-enter and repossess the Premises;
- (b) Authority may, without terminating this Lease, terminate Lessee's right to possession of the Premises, retake possession of the Premises, accelerate without notice of any kind to Lessee all sums due to Authority from Lease for the remainder of the then-current Lease term that are have not been paid by Lessee and recover damages for all such amounts due and owing, including without limitation the accelerated amount due, from Lessee.

Irrespective of the exercise of either of the above-referenced options, Authority shall have the right to recover all unpaid rent and other payments due Authority prior to the date of termination of possession or of the Lease, and all of Authority's costs, charges and expenses, including reasonable Attorneys' Fees, incurred in connection with the recovery of sums due under this Lease, or due to the breach of any covenant or agreement of Lessee contained in this Lease, including any costs and expenses of re-letting the Premises, repairs and renovations to the Premises, all brokerage fees and Attorneys' Fees. Authority will have the right at any time following an Event of Default to elect to terminate the Lease. No action taken by Authority pursuant to this section 11.2 shall be deemed to terminate this Lease unless written notice of termination is given by Authority to Lessee.

The rights and remedies given to Authority by this Lease shall not be exclusive, and in addition thereto, Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by Authority shall not impair its standing to exercise any other right or remedy.

Lessee hereby expressly waives any notices of default not specifically provided for herein, including, without limitation, the three (3) day notice provided for in section 83.20, Florida Statutes, and all rights of redemption, if any, granted under present or future law in the event Lessee shall be evicted or dispossessed for any cause, or in the event Authority shall obtain possession of the Premises by virtue of the provisions of this Lease or otherwise.

11.3 Advances By Authority.

If Authority has paid any sums of money or incurred any obligation or expense for which Lessee is obligated to pay or reimburse Authority, or if Authority is required or elects to do so because of the failure of Lessee to perform any of the terms or conditions of this Lease after 10 days' written notice, then the same shall be deemed "rent" and shall be paid to Authority in accordance with Article III herein.

11.4 Non-Waiver By Authority.

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of rent or other payments from Lessee by Authority at any time when Lessee is in default under this Lease shall not be construed as a waiver of such default or of Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by Authority to Lessee be taken as an estoppel against Authority, it being expressly understood that Authority may at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

ARTICLE XII **MISCELLANEOUS**

12.1 Additional Provisions.

The Parties hereby agree that this Lease shall be subject to the provisions of all exhibits referenced in and/or appended to this Lease, which are incorporated herein and made material and binding parts hereof by reference. In the event of any direct conflict between the terms of the Lease and the terms of any exhibit hereto, the Lease shall control.

12.2 Fees.

Authority will not assess landing fees on aircraft flying non-revenue flights.

12.3 Recording.

This Lease shall not be recorded except that a memorandum hereof may be recorded if required to effectuate any terms hereof, including without limitation the prohibition against construction liens against the Premises.

12.4 Additional Reserved Rights of Authority.

Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, facilities, landing areas and taxiways as it may reasonably see fit, although Authority will endeavor to do so without disturbing Lessee's quiet use and enjoyment

of the Premises. Authority shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions. Authority reserves the right to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Premises) and all others similarly situated from time to time as Authority may deem advisable.

12.5 Leasehold Encumbrances.

Lessee shall not encumber the leasehold premises without prior written approval from Authority, which shall be at Authority's sole and absolute discretion.

12.6 Assignment and Subletting.

- (a) Lessee shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior written approval of Authority, which approval may be granted or withheld by Authority in its sole discretion; except that Lessee may assign this Lease without prior approval (but upon prior written notice to Authority) to a corporate parent, affiliate, sister company, or subsidiary (collectively, an "Affiliate"), upon submitting proof of such affiliation satisfactory to Authority. No sublease or assignment shall release Lessee from any of its obligations under this Lease unless the Authority agrees to such release in writing in its sole discretion. Approvals required under this paragraph shall be in writing and shall apply to any change in ownership of or power to vote a majority of the outstanding voting stock of Lessee from the owners of such stock or those controlling the power to vote such stock on the date of this Lease (except in the event Lessee is a corporation whose stock is publicly traded), or if Lessee is a limited or a general partnership or other entity, any transfer of an interest in the partnership or other entity which results in a change in the control of such partnership or other entity. Any assignment or sublease that is not in strict compliance with the terms and conditions of this Paragraph, shall be void ab initio and shall be of no force or effect whatsoever.
- (b) Lessee agrees to reimburse the Authority for its Attorneys' Fees and costs actually incurred in determining whether to give its consent to any proposed sublease or assignment, whether or not such consent is given, and the negotiation and preparation of any documents with respect to such sublease or assignment.

12.7 Notice.

Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either by (1) hand delivery, (2) United States certified or registered mail, postage prepaid, return receipt requested or (3) overnight delivery by a nationally recognized company, to the address shown below or to such


other address as either party may from time to time designate by written notice in accordance with this section:

To Authority: Chief Executive Officer
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, Florida 32780

To Tenant: Joseph D. Flynn Jr.
3430 Heron Lane
Titusville, Fl. 32780

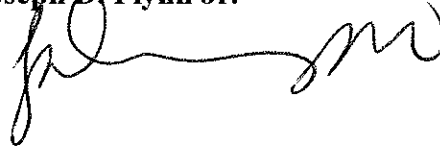
IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Lease to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

WITNESSES:


Print Name: Lori G. Flynn

LESSEE:

Joseph D. Flynn Jr.



WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____
MICHAEL D. POWELL, C.M., ACE
As Its: Chief Executive Officer

Approved as to Form and Legality this _____
day of _____, 2020
GrayRobinson, P.A.

By: _____
Adam M. Bird, Esq. - General Counsel
Titusville-Cocoa Airport Authority

EXHIBIT "A"

LEGAL DESCRIPTION/SKETCH OF PREMISES

EXHIBIT "B"
AUTHORITY IMPROVEMENTS

NONE

EXHIBIT "C"
LESSEE IMPROVEMENTS

NONE

EXHIBIT "D"

CONSTRUCTION OF IMPROVEMENTS

1. Prior to commencement of construction of any improvements (the "Improvements"), and prior to commencing to renovate, enlarge, demolish or modify any Improvements now or hereafter existing on the Premises, Lessee must obtain the approval of the Chief Executive Officer of Authority, which he may grant or withhold in his sole discretion. Lessee shall submit the plans and specifications (prepared in accordance with the Minimum Standards and under the seal of a duly licensed architect or engineer) to Authority for its approval (the "Plans"), in accordance with the approval process prescribed by Authority. No construction of any type shall commence prior to Lessee's receipt of: (i) Authority's written approval of the Plans, and (ii) a notice to proceed from the Authority.
2. Authority's approval of any Plans submitted by Lessee shall not constitute the assumption of any liability by Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for Lessee's intended purpose, and Lessee shall be solely responsible for the Plans. Authority's approval of the Plans shall not constitute a waiver of Authority's right thereafter to require Lessee, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to Lessee's Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.
3. In the event Authority does not approve the Plans, it shall notify Lessee of the changes required to be made (including reference to those portions of this Lease, the Minimum Standards and the Master Plan forming the basis for disapproval, if applicable), and Lessee shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Authority for approval.
4. Lessee shall obtain, at its expense, all necessary licenses and permits to accomplish its Improvements, and shall pay all applicable impact fees relating thereto.
5. Once Lessee has commenced construction of any Improvements, such construction shall be pursued diligently to completion, subject to Force Majeure. All Improvements shall be constructed in accordance with the approved Plans, the Minimum Standards, and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations. Within ninety (90) days after completion of construction of the Improvements, Lessee shall, at its expense, provide Authority with record drawings showing the "as built" condition of any Improvements constructed by Lessee, in such format (including, without limitation a CADD format) as the Chief Executive Officer shall request.
6. Lessee hereby warrants and covenants to Authority that all Improvements now or hereafter erected on the Premises shall be at all times free and clear of all liens, claims and encumbrances and hereby agrees to indemnify and hold Authority harmless from and against any and all losses, damages and costs, including reasonable Attorneys' Fees relating to or arising out of any such lien, claim or encumbrance. If any such lien or notice of lien on account of the alleged debt of Lessee shall be filed against the Premises, Lessee's leasehold interest therein or any Improvements, the Lessee shall, within thirty (30) days after notice of filing thereof, cause the same to be discharges of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Prior to construction of any Improvements at the Premises, Lessee shall record and post a Notice of Commencement and all applicable payment bonds in accordance with applicable laws. No work hereunder shall be commenced until Lessee or its Contractor provides to Authority from a company reasonably acceptable to the Chief Executive Officer: (i) a surety payment bond for the benefit of Authority in the form attached to the Lease as Exhibit "T" in an amount equal to the total estimated cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, (ii) a surety performance bond for the benefit of Authority, in the form attached to the Lease as Exhibit "I," in an amount equal to the total estimated cost of the work, which shall guarantee the prompt completion of the work by Lessee in accordance with the Plans, and (iii) a policy of builder's risk insurance.
7. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that the Authority shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Authority in the Premises or in this Lease. All persons dealing with the Premises and with Lessee are hereby put on notice that Lessee does not have the power to deal with the Premises in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of Lessee or persons dealing by, through or under Lessee, are hereby put on notice that they must look solely to the Lessee and not to the Premises or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Premises.

8. Title to all Improvements now or hereafter constructed by Lessee on the Premises shall vest in Authority upon the completion of the Improvements. Lessee hereby covenants to execute and deliver to Authority any and all instruments or documents that Authority reasonably requests to effectively transfer, assign and convey such Improvements in fee to Authority. Lessee shall ensure that at the expiration of the Initial Term such Improvements are free of any liens or encumbrances.

EXHIBIT "E"

REQUIRED PROVISIONS

Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Premises, and to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Premises and any Improvements shall not be unreasonably impaired and any damage to the Premises or any Improvements caused by Authority as a result thereof shall be repaired without cost to Lessee.

Discrimination Not Permitted.

Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises, any Improvements or the Airport under the provisions of this Lease; (ii) that in the construction of any Improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Lessee shall use the Premises and the Improvements in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Acts of 1964, as the same may be amended. Likewise, Lessee shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Lessee authorize another person, with Authority's prior written consent, to provide services or benefits upon the Premises or the Improvements, Lessee shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Lessee shall furnish the original or a true copy of such agreement to Authority.

Lessee will provide all information and reports required by said regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said regulations and directives. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish this information, Lessee shall so certify to Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of a breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises and the Improvements, and hold the same as if this Lease had never been made or issued. The rights granted to Authority by the foregoing sentence shall not be effective until all applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

Further, Lessee assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-Discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Lessee also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

Lessee further assures Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Lessee also assures Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Lessee's operations at the Premises.

Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions concerning the use and operation of the Airport, and Lessee agrees that it will adopt such requirements as part of this Lease.

Federal Aviation Administration Requirements.

Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

Lessee expressly agrees, on behalf of itself and its successors and assigns:

to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

Right to Operate Aircraft at Airport. Nothing contained in this Lease shall give Lessee the right to operate a scheduled airline at the Airport. The right to operate aircraft at the Airport may be obtained by a qualified lessee from Authority by executing an Operating Agreement in the form prescribed by the Authority.

Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of Lessee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease.

Authority Rules and Regulations. Lessee shall observe and comply with all reasonable rules and regulations of Authority which now exist or may hereinafter be promulgated from time to time governing all matters relating to the Airport, including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Authority shall, at Lessee's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Lessee.

Authority Access to Premises. Lessee grants Authority and its authorized agents full and free access to the Premises and all Improvements located thereon at all reasonable times (upon reasonable prior notice, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Lessee hereunder are being met and performed, and for exercising the Authority's rights under Paragraph 4.1 of the Lease, and shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport.

Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Authority or Lessee or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Lessee, it being expressly understood and agreed that neither the computation of Annual Rent, Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Lessee other than the relationship of landlord and tenant.

Exclusive Rights. The rights granted to Lessee under this Lease are not exclusive, except that Lessee shall have the exclusive use of the Premises for the Term of this Lease in accordance with the provisions of this Lease. The Authority expressly reserves the right to grant to third parties rights and privileges on other portions of the Airport that are identical, in whole or in part, to those granted to Lessee hereunder.

Miscellaneous Provisions.

The section headings contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Lease.

Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Time is expressed to be of the essence of this Lease.

In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.

This Lease was made in, and shall be governed by and construed in accordance with the laws of, the State of Florida. If any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements heretofore made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

Words of gender used in this Lease shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Authority and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Lease and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Authority and Lessee as may reasonably be requested.

COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL (A) COMMUNICATIONS CONCERNING DISPUTES ABOUT DEBTS THAT ARE OWED OR MAY BE OWED PURSUANT TO THIS AGREEMENT, AND (B) INSTRUMENTS IN LESS THAN THE FULL AMOUNT CLAIMED BY THE AUTHORITY AND TENDERED AS FULL SATISFACTION OF A DISPUTED DEBT OR OTHER AMOUNT OWED, SHALL BE SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE FOLLOWING:

**CHIEF EXECUTIVE OFFICER
TITUSVILLE-COCOA AIRPORT AUTHORITY
355 Golden Knights Boulevard
Titusville, Florida 32780**

In accordance with Florida law, Lessee is hereby advised as follows:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Fire Protection System. Lessee shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which Lessee shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

Airport Security. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of the Premises) and shall control the Premises so as to prevent or deter unauthorized persons from obtaining

access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "Air Operations Area"). Any fines or other penalties incurred by the Authority as a result of Lessee's breach of this Paragraph shall be included in the indemnification provided to Authority pursuant to Paragraph 8.1 of the Lease.

Compliance with Stormwater Regulations.

Lessee acknowledges that the Airport is subject to federal stormwater regulations, 40 C.F.R. Part 122 (the "Regulations"), which are applicable to, among other activities, (i) certain industrial activity, including, without limitation, the operation of a vehicle maintenance shop (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and deicing operations and (ii) certain construction activity at the Airport. Lessee also acknowledges that it is familiar with the Regulations and agrees to comply with the Regulations as they may be amended from time to time. Lessee further acknowledges that it has been advised that the Authority has complied with the Regulations by obtaining coverage under the Environmental Protection Agency's Stormwater Multi-Sector General Permit for Industrial Activities (the "Multi-Sector Permit"). Lessee may be able to become a co-permittee under such Multi-Sector Permit by filing separately in accordance with the provisions of the Regulations and the Multi-Sector Permit. Lessee shall provide to the Authority's Manager of Environmental Services copies of any such filings and such other information as the Chief Executive Officer may reasonably request with respect to Lessee's compliance with the Regulations. Lessee agrees to comply with such Multi-Sector Permit or any other permit obtained by Authority or Lessee in connection with the Regulations as they pertain to the Premises, and any modifications to or renewals thereof. Such permit will not cover construction activities as defined by the Regulations and will not eliminate the need to obtain permits from state or local agencies as applicable laws, ordinances or regulations may require.

If Lessee, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, Lessee shall determine whether the Regulations require a permit, and if so, Lessee shall obtain the permit, send a copy of the permit to the attention of the Authority's Chief Executive Officer, and comply with the permit conditions.

Americans with Disabilities Act. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Authority to enable the Authority to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any Improvements or modifications which it makes to the Premises, (ii) its particular use of the Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Premises, which Lessee is required to make under this Paragraph, shall be performed to the satisfaction of the Authority. In the event the Lessee shall fail to construct or modify any Improvements to the Premises as required under this Paragraph, the Authority shall have the right to enter the Premises and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the Authority as additional Rent hereunder.

Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of war or other national emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform, then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Rent and Rent under this Lease shall not abate, and Lessee shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Lessee to pay Annual Rent or Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Lessee to procure funds or obtain financing necessary to comply with Lessee's obligations under this Lease. In the event that the airport is closed for a period greater than ninety (90) consecutive days by reason of war or other national emergency, the Authority will assist Lessee, as allowable by applicable law, in obtaining compensation for the unamortized portion of any Improvements constructed by Lessee on the Premises from the authority taking such action. However, in no case shall the Authority be liable for any damages arising out of such an event.

Subordination.

This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and third parties, including, but not limited to, those between the Authority and the United States of America, the State of Florida, or the County of Brevard, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part

thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required.

Notwithstanding the foregoing provisions of this Paragraph, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the Authority.

Public Entity Crimes Law. The Lessee acknowledges the following notice:

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 \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

Tax Exempt Status of Authority Revenue Bonds. Lessee agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Authority's capital expansion projects to be planned and constructed by Authority with revenue bonds the interest on which is generally exempted from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by those revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Lessee and delivery to Authority of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the form attached hereto as Exhibit "F" simultaneously with the execution of this Lease. Such exhibit shall be deemed to be part of this Lease and shall be binding upon Lessee, its successors and assigns.

Visual Arts. Lessee shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

EXHIBIT "J"

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

For Recording Purposes Only

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is effective this 26 day of MARCH, 2020, by and between TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 ("Authority"), and Joseph D. Flynn, Jr. whose mailing address is 3430 Heron Lane, Titusville, FL 32780 ("Lessee").

WITNESSETH

Lease. Authority and Lessee entered into that certain Lease Agreement effective as of March 26th 2020 ("Lease"), with respect to the lease of certain real property and improvements thereon located in Brevard County, Florida, more particularly described on the attached Exhibit "A" (the "Property").

Term. The Term of the Lease begins on the Effective Date hereof and the Initial Term of the Lease will end, unless sooner terminated in accordance with the terms of the Lease, 5 years from Effective Date, unless renewed pursuant to the terms of the Lease.

Lessee's Improvements. Pursuant to the terms of the Lease, the Landlord's interest in the Property shall not be subject to any liens or claims of lien for any improvements made by or on behalf of Tenant.

Election Not to Claim Depreciation. Neither Lessee nor any successor-in-interest to Lessee shall claim depreciation or an investment credit with regard to any Improvements constructed by the Authority at the Premises.

Definitions. TERMS NOT SPECIFICALLY DEFINED IN THIS MEMORANDUM SHALL HAVE THE SAME RESPECTIVE MEANINGS AS ARE ASCRIBED THERETO IN THE LEASE.

Lessee's Address. A copy of the Lease is maintained at Lessee's place of business located at the following address: 144 Breakaway Trail, Titusville, FL 32780, and at the offices of the Authority.

Lease Governs. This Memorandum is executed for the sole purpose of giving public notice of certain terms and provisions of the Lease and shall not create, expand, modify or affect in any way the respective rights, interests, estates, obligations or remedies of Authority or Lessee. This Memorandum shall not be considered or taken into account in connection with the construction or interpretation of the Lease or any provision thereof.

Counterparts. This Memorandum may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum effective as of the day and year first above written.

WITNESSES:

[Signature]
Print Name: Kirit
Patel _____

[Signature]
Print Name: Lori G
Flynn _____

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

[Joseph D. Flynn, Jr.]

By: [Signature]
Printed Name: Joseph D. Flynn,
Jr _____
Title: _____

LESSOR:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____
MICHAEL D. POWELL, C.M., ACE
As Its: Chief Executive Officer

Approved as to Form and Legality this _____ day of _____, 2019
GrayRobinson, P.A.

By: _____
Legal Counsel / Titusville-Cocoa Airport Authority

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of **Joseph D. Flynn, Jr** on behalf of the corporation/company. He/She is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public
Print Name: _____
My Commission Expires: _____
Commission No.: _____

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **MICHAEL D. POWELL** as Chief Executive Officer of **TITUSVILLE-COCOA AIRPORT AUTHORITY**. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public
Print Name: _____
My Commission Expires: _____



TIX → **SPACE COAST REGIONAL AIRPORT**
COI → **MERRITT ISLAND AIRPORT**
X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: April 16, 2020

ITEM DESCRIPTION – NEW BUSINESS ITEM B

Discussion and Consideration of the Exclusive Leasing Agreement with Lightle Beckner, Robinson, Inc.

BACKGROUND

The Board asked for the Exclusive Listing Agreement to be brought back to the Board for discussion. Lightle, Beckner, Robinson (LBR) very kindly worked with staff on the Exclusive Listing Agreement on issues of concern such as allowing us to list all current tenants and groups. Staff is currently speaking with to be excluded from the Agreement.

ISSUES

None identified at this time.

ALTERNATIVES

The Airport Authority Board could approve or disapprove of the Agreement as presented and/or request a modification moving forward.

FISCAL IMPACT

Yet to be determined, but the agreed upon terms were 4% commission on the initial term only (no options or extensions) and the commission is paid as it is received from the Authority until the commission is paid.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Discuss the Exclusive Leasing Agreement with Lightle, Beckner, Robinson, Inc. for commercial real estate brokerage moving forward, and (2) authorize an Authority Officer or the CEO to execute the necessary documentation upon satisfactory review by legal counsel.

:



EXCLUSIVE LEASING AGREEMENT

FOR AND IN CONSIDERATION of services to be rendered by LIGHTLE BECKNER ROBISON, INC. ("Agent"), a Florida corporation whose address is 70 W. Hibiscus Blvd., Melbourne, FL 32901, to the TITUSVILLE-COCOA AIRPORT AUTHORITY, ("Owner" or the "Authority") whose address is 355 Golden Knights Blvd., Titusville, FL 32780, Owner does hereby employ Agent as Owner's sole and exclusive Agent to lease the property ("Property") described in the attached Exhibit A, on terms and conditions acceptable to Owner, as determined by Owner in the exercise of its reasonable discretion. The terms of this Exclusive Leasing Agreement ("Agreement") are as follows:

1. This Exclusive Leasing Agreement ("Agreement") and authority provided hereby shall be in full force and effect for the period commencing JULY 1, 2018 until and including the last day in JUNE, 2019, ("Term") except as specific obligations contained herein may continue beyond such Term. Additionally, Owner shall have two (2) consecutive six-month options to extend the Term of this Agreement and may exercise said options, respectively, by delivering notice of its exercise of each such option to Agent in writing at least ninety (90) days before the expiration of the then-current term. The term of each six-month option period provided hereby shall be included as part of the Term hereof upon valid and proper exercise of such option(s) by Owner.
2. Immediately upon receiving this Agreement signed, witnessed and dated by Owner, Agent shall diligently pursue every means deemed appropriate and effective by Agent to secure tenants for the Property or parts thereof within the shortest reasonable period of time. Such efforts may include canvassing and direct mail efforts aimed at prospective tenants suitable for the property. Agent agrees to cooperate fully with other licensed real estate brokers.
3. Regardless of any other terms in this Agreement, Agent shall not earn a commission on any lease or other transaction involving any tenant or prospective tenant with whom the Authority and/or its staff has already been in communication with relating to the leasing or potential leasing of property owned by the Authority and identified on Exhibit "B" hereto. This limitation shall only apply to individuals or entities specifically and expressly named on Exhibit "B" hereto and shall not apply to their employees, agents, subsidiaries or affiliates unless the same is/are specifically and expressly identified on Exhibit "B."
4. Subject to Paragraph 3, above, in the event the Property or any part thereof is leased or placed under contract to be leased by any other person or entity (the "Tenant") during the term of this Agreement, Owner, its successors or assigns agree to pay to Agent a fee (the "Initial Term Commission Fee") equal to four percent (4%) of the base rent of the initial term of any such lease (not including options or potential additional terms or extensions as may be available under any lease). Owner shall pay the Initial Term Commission Fee to Agent by paying all sums received from the Tenant as and for base rent to Agent as it is received from Tenant until such time as the Initial Term Commission Fee is paid in full.

For example, if Agent earns a 4% Initial Term Commission Fee on a 10-year lease with Owner with a \$100,000/yr. base rent obligation, then Agent's Initial Term Commission Fee would be \$40,000.00. Under such a lease, the tenant would be obligated to pay Owner \$8,333.33 per month in base rent. In order to pay the Initial Term Commission Fee, Owner would pay to Agent the \$8,333.33 received per month as base rent from the tenant for 4.8 months (4 full months with a partial payment in the 5th month), which would fully satisfy Owner's obligation to pay the Initial Term Commission Fee.

However, Owner and Agent acknowledge that in order to make any payments towards the Initial Term Commission Fee, Owner must receive base rent payments from the Tenant, and that Owner is unable to make payments towards the Initial Term Commission Fee if it does not receive base rent payments from the Tenant. Accordingly, Owner and Agent agree and acknowledge, without regard to any other provision of this Paragraph, that Owner's obligation to pay some or all of the Initial Term Commission Fee is conditioned solely upon its receipt of sufficient base rent payments from the Tenant to do so. In the event Tenant does not pay base rent after executing a lease under this section or otherwise fails to make sufficient base rent payments to permit Owner to pay some or all of the Initial Term Commission Fee to Agent, then Agent shall not be entitled to collect any portion or the whole of the Initial Term Commission Fee from Owner unless and until such time as Tenant makes sufficient base rent payments to permit Owner to make such payments to Agent. Owner agrees to pay to Agent all base rent received from Tenant, including without limitation partial rent payments, until the Initial Term Commission Fee is paid in full.

The term "base rent" as used above shall not include Tenant's security deposit or any sums paid by Tenant for taxes, insurance, maintenance, damage to property, additional rent or any other payments made to Owner under the lease. Instead, the term "base rent" shall only mean the sum paid to Owner as and for the right to lease the real parcel(s) of property subject to any such lease(s).

In the event of a Cooperating Broker, the Cooperating Broker shall receive from Agent one-half of the commission payments at the time such commission payments are paid to Agent.

5. As set forth in the description of the property subject to this Agreement – Exhibit A hereto – this Agreement shall not include aeronautical property as defined in said Exhibit A. However, in the event that a tenant for whom Agent has earned an Initial Term Commission Fee also leases one or more aeronautical property parcel(s) as defined in Exhibit A hereto from Owner within one (1) year of the effective date of a lease upon which Agent earned an Initial Term Commission Fee, Agent shall earn an Initial Term Commission Fee, as defined above, on the lease(s) for any such aeronautical property parcel(s) as well.

Additionally, and in the sole discretion of Owner, Owner may refer a tenant or prospective tenant to Agent for Agent to perform the services identified in this Agreement for any individual or entity identified on Exhibit "B" hereto and/or in relation to any aeronautical parcel (two instances in which, pursuant to the terms hereof, Agent cannot or may not earn an Initial Term Commission Fee). In the event Owner elects to refer such tenant or prospective tenant to Agent, and notifies Agent in writing of such referral, then, subject to the terms of paragraph 4, above, and Agent's full performance of its duties and obligations hereunder, Agent may earn an Initial Term Commission Fee for any qualifying lease(s) by such tenant or prospective tenant.

6. With the exception of any tenant or potential tenant meeting the criteria set forth in Paragraph 3, above, during the Term of the Agreement, Owner shall refer to Agent the name, address and telephone number of any other person or entity inquiring about tenancy in the Property. For tenants or prospective tenants meeting the criteria set forth in Paragraph 3, above, the Authority will notify the Agent of the name, address and telephone number of any such tenants or prospective tenants.

7. Nothing contained within this Agreement, and no obligation of any party hereunder, shall affect or restrict Owner's right and sole discretion to offer and/or provide incentives and other benefits to tenants or prospective tenants of the Property, including without limitation rent abatement and/or rent

reduction. Agent shall have no recourse against Owner for the exercise of any such right or discretion, and payment due Agent under this Agreement shall be subject to any such incentives and benefits. For instance, should Owner enter into a lease under this Agreement that contains a 12-month rent abatement period for construction such that the tenant's obligation to pay base rent to Owner does not commence until the 13th month of the lease, then Agent shall not be entitled to payment of any sums due for its Initial Term Commission Fee until the tenant begins paying base rent to Owner, at which point the payment obligations set out in Paragraph 4, above, apply. Owner shall not act in bad faith in offering and/or providing incentives and other benefits to any tenant(s) or prospective tenant(s).

8. No later than ten (10) days following the end of the term of this Agreement (whether at the end of the term as described in Paragraph 1, above, or pursuant to any early termination under Paragraph 17, below), Agent shall submit to Owner an exhibit showing all of the prospects that have been contacted by Agent regarding tenancy in the Property and who have physically toured the property with Agent, but who have not executed leases thereon. In the event that any persons or entities included shall lease the Property or any part thereof and shall execute a lease relating thereto and tender to Owner any required rental payments within ninety (90) days after the Term of this Agreement, Agent shall be deemed to have earned the commission described in Paragraph 4, payable on the terms and conditions described in Paragraph 4.

9. No commission shall be due or payable to Agent in the event Owner renews, expands, relocates or leases any space to existing tenants on Owner's property, including tenants who may, in the future, renew their existing leases procured by Agent, unless Owner requests Agent handle the transaction. Fee for this service with now existing or future tenants must be agreed prior to the commencement of such service by Agent.

10. Subject to Paragraph 4, above, Owner acknowledges the obligation to lease the Property or part thereof is met if the authorized rental and terms are accepted in writing by a tenant ready, willing and able to lease such Property or part thereof on terms acceptable to Owner in the exercise of its reasonable discretion. In the event that Agent secures a tenant and tenant pays advance rental or security deposit and subsequently refuses to or does not, for any reason, move in, any legal, design, professional, build-out or other expenses directly attributed to said tenant shall be paid from such advance rental and/or security deposit, then Owner and Agent shall divide the balance equally and no other commission would be due.

11. Agent shall have the right to erect, at Agent's expense, such sign or signs advertising the Property or parts thereof "For Lease" and to remove any other leasing signs therefrom.

12. In the event any litigation, arbitration or appeal arises out of this Agreement, the party prevailing over the significant issues shall be awarded reasonable attorney's fees from the losing party.

13. By signing and accepting this Agreement, Owner represents that it has good and merchantable title to the Property, subject, however, to all terms of Federal, State, or local laws governing Owner.

14. Owner and Agent agree to indemnify the other party and hold the other party harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person which one party incurs because of the other party's negligence or intentional wrongful acts. This Paragraph is subject to Owner's entitlement and right to claim governmental and/or sovereign immunity, including without limitation under section 768.28, Florida Statutes, and nothing in this Paragraph shall act as a waiver or limitation on such entitlement or right of Owner.

15. This Agreement calls for services to be rendered by Agent, and Owner and Agent understand and agree that in choosing Agent, Owner has relied on the specific and particular qualities of Agent. Accordingly, the rights and obligations of Agent hereunder shall not be delegated or assigned by Agent to any entity or person, whether by contract, agreement or by operation of law, without the prior written consent of Owner thereto. Except as limited by the foregoing sentence, this Agreement applies to and shall inure to the benefit of and be binding upon Agent and Owner and their respective agents, assigns, successors and legal representatives.

16. Agent shall at no time provide legal services to Owner with respect to document drafting or lease negotiation, and shall make no legal representation as to its documents.

17. This Agreement may be terminated without cause by either party on ninety (90) days written notice. This Agreement may also be terminated immediately by either party for cause by providing written notice and explanation of the "cause" to the other party.

18. FLORIDA COMMERCIAL REAL ESTATE LEASING COMMISSION LIEN ACT: The Florida Commercial Real Estate Commission Lien Act provides that when a BROKER has earned a leasing commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net lease proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be waived before the commission is earned. (Section 475.703(5), F.S.)

19. This written Agreement constitutes the full and complete Agreement between the parties. The Agreement shall not be modified except by written agreement signed by both parties.

SIGNED AND ACCEPTED effective on the date signed below, by the second of the two parties who have signed this Agreement.

TITUSVILLE-COCOA AIRPORT
AUTHORITY

By: 

MICHAEL D. POWELL, C.M., ACE

DATED: 6/21/18

"OWNER"

LIGHTLE BECKNER ROBISON, INC.

By: 

Print Name: BRIAN L. LIGHTLE, PRESIDENT

DATED: 6/30/18

"AGENT"

Approved as to Form and Legality this 21
Day of June, 2018

GrayRobinson, P.A.

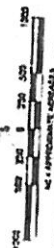
By: 

Adam M. Bird, Esq., Counsel/Titusville-Cocoa
Airport Authority

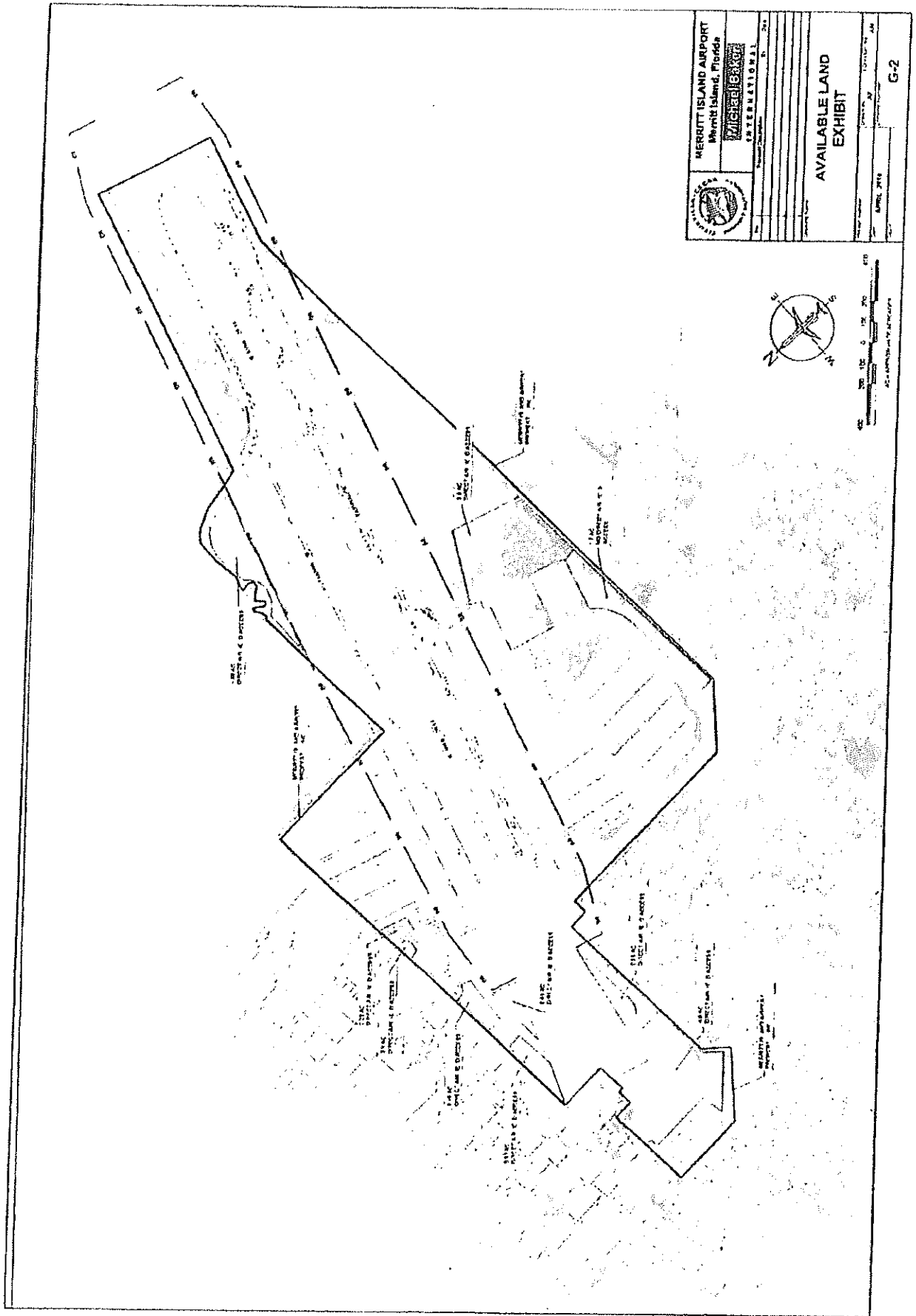
EXHIBIT A

The "Property" for the purpose of and subject to this Exclusive Listing Agreement shall mean all non-aeronautical leasable property owned by the Titusville-Cocoa Airport Authority located at the three airports owned by the Authority: Arthur Dunn Airpark (X21), Space Coast Regional Airport (TIX), and Merritt Island Airport (COI). "Aeronautical property," as that term is defined by Appendix Z to the Federal Aviation Administration Airport Compliance Manual – Order 5190.6B (September 2009), that is owned by the Titusville-Cocoa Airport Authority shall not be included in this Exclusive Leasing Agreement. Provided herewith as part of Exhibit A, and incorporated herein, are three (3) aerial maps of X21, TIX and COI with non-aeronautical property (the "Property" as defined herein) shaded or striped in red. Aeronautical parcels (excluded according to the terms hereof) at TIX and COI are shaded in green.

BK

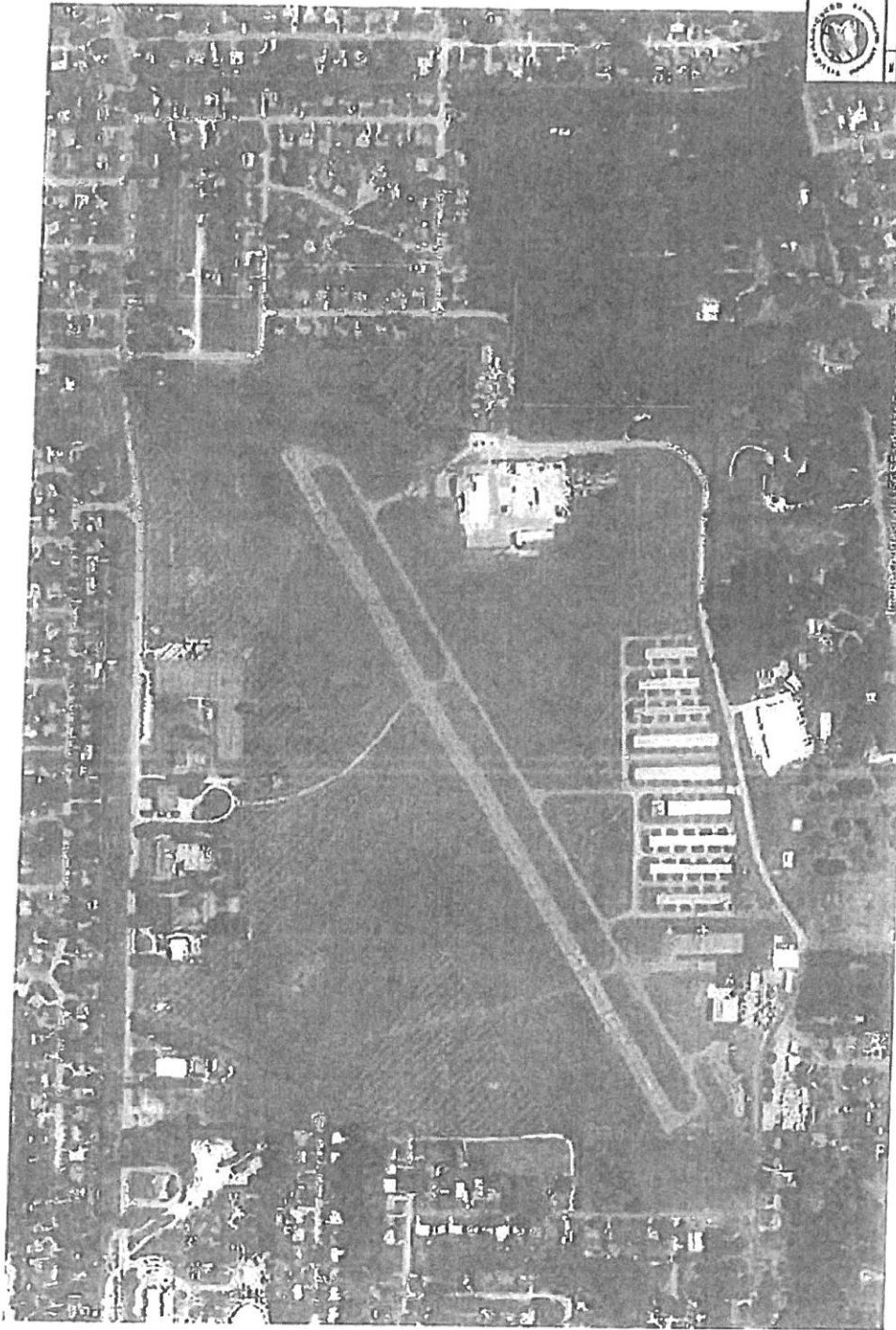
[illegible]

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|-------------------------------|-----------------|--|
| | | MERRITT ISLAND AIRPORT Merritt Island, Florida WILSON INTERNATIONAL |
| AVAILABLE LAND EXHIBIT | | |
| DATE: 1978 | SCALE: 1:50,000 | SHEET: G-2 |

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ARTHUR DUNN AIRPORT
Thuleville, Florida

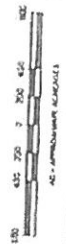
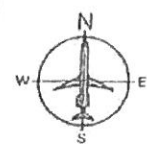
Michael Baker
INTERNATIONAL

| NO. | Project Description | FE | DATE |
|-----|---------------------|----|------|
| | | | |
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AVAILABLE LAND EXHIBIT

| | | | |
|----------------|------------|--------------|---|
| Project Number | 00000000 | Sheet No. | 1 |
| Date | APRIL 1978 | Project Name | |
| | | | |
| | | | |

G-3



Handwritten signature or initials.

EXHIBIT B

LIST OF EXCLUDED TENANTS/PROSPECTIVE TENANTS

| |
|--|
| Aerial Sign North |
| Aerial Sign North, Inc. |
| Air America Foundation |
| Airgroup Dynamics |
| Alr Mobile Ministries |
| Al Voss |
| Alan Pike |
| Alberto Silva |
| All About Kids Consignment |
| Allison Dillard |
| Andre Charvet |
| Andrea Gambusera |
| Andy Kimball |
| Andy Turner |
| Angel Keller |
| Anna McQuade |
| Anthony Acosta |
| Anthony Anderson |
| Anthony Gibson |
| Ashley Burdick |
| Astrotech |
| Barbara Rolph |
| Barry Farmer |
| Barry Hoppert |
| Benjamin Hausman |
| Benjamin Troemel |
| Beverly Long |
| Bill Baer |
| Bill Butcher |
| Bill Gauldin |
| Bill Schmalz |
| Board of County Commissioners - Brevard |
| Brevard County Sheriff |
| Brevard Handyman Service |
| Bridgewater Homeowners Assoc. |
| Bruce Leiseth |
| Bryan Brotheridge |
| Bryan T. Beard |
| Bryant Aumack |
| Cameron Drever DBA Re-Corn Construction, |
| Carl Crockett |
| Carl Plaughter/Pamela Weiger |
| Carlos Martinez |
| Cathy McGee |
| Charles Bethune |
| Charles Billings |
| Charles Fleming |
| Charles Gimbel |
| Charles Gray / Jeff Rossom |
| Charles Mora, R.H., P.A. |
| Charles Skidmore |
| Charles Smith |

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|-----------------------------------|
| Charles Vaughn |
| Checkers |
| Cheryl Poland |
| Chris Manion |
| Christopher Anderson |
| Chuck Carey |
| Chuck Downing |
| Cindie Underwood |
| Clarence Jones |
| Comp Air Aviation |
| Cyclelogic |
| Dale Tagliatelo |
| Dan & Sandy Newfang |
| Dan Crutcher |
| Dan Sumrall |
| Daniel C. McAlister |
| Daniel Freyberg |
| Daniel Hawk |
| Daniel J. Kluth |
| Daniel Lewis |
| Daniel Sagorski/Russel Vanderhoof |
| Daniel Walle |
| Danny Shannon |
| Darrell McMillan |
| Dave Gyngeil |
| Dave Jabbari |
| David Beers |
| David Clark |
| David Durgin |
| David Fout |
| David H. Blackburn |
| David H. Boden |
| David Herlong |
| David Madsen |
| David Merchberger |
| David Saluter |
| David Whitley |
| Dean Beard |
| Deborah Van Treuren |
| Deda Johansen |
| Dennis Foldesi |
| Denton Birch |
| Dick Holdings, Inc. |
| Dick Holdings, LLC |
| Diverse Air, Inc. |
| Don Ballew |
| Don Poppino |
| Don Schminkey |
| Don Shelton |
| Don Sliver |
| Donald Arabian |
| Donald Pataky |
| Donald Runaas |
| Donald Shelton |

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| Donald Swickert |
| Donald White |
| Doug Keehn |
| Dr. Alex Acosta |
| Dr. M. R. Rivera |
| Dr. William Bagwell |
| Driving Ranges, Inc. |
| Dwayne Waters |
| EAA Chapter 866 |
| East Coast Dental Equipment |
| Ed Moran |
| Eddie Ford |
| Eduardo Moreno |
| Edward/Karen Hyde |
| Eldon & Iva Volkmer |
| Eraticators Rodent Elimination |
| Eric & Diane Blad |
| Eric Cappel |
| Eric Lier |
| Eric Van Heiningen & Christina Pettit |
| Florence Regan |
| Florida Biplanes, Inc. |
| Florida Professional Systems |
| Frank Jones |
| Frazier Coffman |
| Fred Burgess |
| Fred Mahan |
| Fred Simanek |
| Gary Bassett |
| Gary Clark |
| Gary Clifford |
| Gary Mason |
| Gary Smith |
| George & Susan Berry |
| George Jones |
| George Terwilliger |
| Gerald L. Mook |
| German Vergara |
| Gilbert L. Patton |
| Glenn Breeze |
| Global Aviation Management |
| Goldstein Management |
| Gordon Barber |
| Greg Nardi |
| Greg Nardi - Skydive |
| Gregory Popp |
| Gunnstruction, Inc. |
| Guy Foreman |
| Harold Helmer |
| Harrel Crenshaw DBA Spaceport Aviation |
| Harry Gulley |
| Harry Thompson |
| Heidi McMahon |

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| Henry Patterson |
| Hope Masters |
| Howard Meeks |
| Howard Swerbilow |
| Ian Abbott |
| Island International Group, Inc. |
| Island Music |
| J. B. Downs |
| J. D. Ryer |
| Jack Ross |
| Jake Senior DBA SWS Aircraft Services |
| Jake Senior DBA SWS Aircraft Services, I |
| James Dickenson |
| James Guest |
| James Lewer |
| James Lynch |
| James McNamee |
| James Milton |
| James Poole |
| James Thomson |
| James Towe |
| Jan Lokay |
| Janice Keller |
| Jason Demell/Melissa Beers |
| Jason Robbins |
| Jeff Gray |
| Jeff Hefner |
| Jeff Rosson |
| Jenny Heer |
| Jerry Chabrian |
| Jerry Ingleton Painting |
| Jerry Savage |
| Jessica Au |
| Jill Moore |
| Jim Kelly |
| Jimmey Todd |
| Jimmy Crawford |
| Joe & Anita Barbee |
| John Armstrong |
| John Black |
| John Black & Donald Runaas |
| John Demasso |
| John Dinovi |
| John Duncan |
| John Ferrentino |
| John Fink |
| John Godke |
| John Lanahan |
| John Leavitt |
| John McFarlane |
| John P. Moyes |
| John Pollard |
| John W. Watkins |
| Johnny Quinn |

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|---------------------------------|
| Jorge Leal |
| Joseph Flynn |
| Joseph Marshall |
| Joseph Turnbach |
| Josh Connolly |
| K & D Enterprises |
| Kari Garcia |
| Karol McBee |
| Kathryn Culley |
| Kathy Genua |
| Kelth Kaplan |
| Keith Tribble |
| Ken Smith |
| Kenneth Hall |
| Kenneth Rivard |
| Kenneth Strife |
| Kevin Grant |
| Kimberly A. Pearce |
| Larry DeWitt |
| Larry Hare |
| Larry King |
| Law Office - Daniel Freyberg |
| Lawrence Gilbert |
| Leigh Lewis |
| Leo Vogler |
| Leonard Duncil |
| Les Boatright |
| Lewis Hanna |
| Lockheed Martin |
| Lydia Lopez |
| Lynn M. Hilker |
| Manuel Deleon |
| Marcelita Cedenio |
| Marcus Churchwell |
| Mark Briere |
| Mark Connell |
| Mark Grainger/Florida Bi-Planes |
| Mark Minor/Jack Chandler |
| Martin Baer |
| Marvin Becker |
| Mary Myers |
| Matt Ligos |
| Matt Ligos & Mark Ferguson |
| Matt Tatarian |
| Mel Romans |
| Melvin Hefter |
| Michael Boswell |
| Michael Burdick |
| Michael Dobrin |
| Michael Gillam |
| Michael Hutton |
| Michael Katz |
| Michael Ryle |
| Michael Swanson |

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|-------------------------------------|
| Miguel Fernandez |
| Mike Harrison |
| Mike Miners |
| Mike Piwowarski |
| Mike Witkowski |
| Mikelyn & Mark Pletsch |
| Milliken's Reef Restaurant |
| Milliken's Reef, Inc. |
| Monica Marquez |
| Nancy Shepherd |
| Nels Cullison |
| Nick Rahal |
| North American Surveillance Systems |
| Orlando Aviation Consultants |
| Ottmar Thiele |
| Pamela Masters |
| Pascal Budge |
| Patricia Wall |
| Paul Gaudet |
| Paul Jenny |
| Paul Kolaskey |
| Paul Sturman |
| Perfection Auto Body, Inc. |
| Peter Burris-Meyer |
| Peter Schauer |
| Piper Ann, LLC |
| PRIVATEER Industries, LLC |
| Ralph Brooks |
| Randall Block |
| Randall Matheny |
| Randi Newman |
| Randy Means |
| Ray Thomas |
| Ray Trapp & William Heffron |
| Raymond Byrd |
| Razvan Rusovici |
| Regina Laspina |
| Ricardo A. Henriques |
| Richard Todd |
| Robert Ament |
| Robert Atwell |
| Robert B. Talbott |
| Robert Cabana |
| Robert Conard |
| Robert G. Fisher II |
| Robert Jamieson |
| Robert Langgle, Jr. |
| Robert Lavier |
| Robert Lipira |
| Robert Peterson |
| Robert Radanof |
| Robert Rychel |
| Robert S. Turner |
| Robert Sullivan |

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| Roberta Jones |
| Rochelle & Ryan Blumenthal |
| Rochelle Blumenthal |
| Rochelle Blumenthal |
| Rodney Gier |
| Roger & Terri Alexander |
| Roger Molitor |
| Ron Gardner |
| Ron Jon Surf Shop |
| Ron Thompson DBA Sunrise Mtns Aviation |
| Ron Thorstad |
| Ronald Rosenberry |
| Ronald Salley |
| Roosevelt Jackson |
| Rosa Caudle |
| Rosemary Webb |
| Roy C. Blaha |
| Russell McCarthy |
| Sabrina Tarabozetti |
| Sam Heard DBA Heard Construction |
| Sarah Henderson |
| Scott DeMasso |
| Scott W. Burcham |
| Sea Hawk Unlimited, Inc. |
| Sean Campbell |
| Sebastian Communications, Inc. |
| Servant Air Ministries |
| Shane Hernesman |
| Shannon Gnolfo |
| Sharon Belluccio |
| Sheltair Dunn, LLC |
| Sheltair Space Coast, LLC |
| Shirley Brown |
| Skydive Space Center |
| Southeast Aviation Services |
| Space Coast Aviation |
| Space Coast Jet Center |
| Space Island Products |
| Spaceport Avionics Services, Inc. |
| Stan Okon |
| Stan Pengelly |
| Stephen Carter |
| Stephen Eckberg |
| Stephen Michael |
| Steve & Bonnie Dees |
| Steve Griffith DBA Flaggriff's Group |
| Steve Hutchens |
| Steve Roper |
| Steve Wertheimer |
| Steven Haberberger |
| Sun State Aviation, Inc. |
| Superior Coatings |
| Susan Coco |
| Suzanne Branard |

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|---------------------------------------|
| T. H. Yon |
| Ted Lightle |
| Terry McNeill/Betty Watts |
| Thomas Consbruck |
| Thomas Cunningham |
| Thomas Denman |
| Thomas Gordon |
| Thomas Howes |
| Thomas Karika |
| Thomas Newman |
| Thomas Roman |
| Thomas Spina |
| Tim Morris |
| Tim Wilson |
| Tina Hoover |
| Tina Wells |
| Todd Leiss |
| Tom & Susan Corbin |
| Tom Benson |
| Tom Coy |
| Tom Coy / Mel Romans |
| Tom Purvis |
| Tom Smoak |
| Tom Veal |
| Tony Dickson |
| Tony Yacano |
| Top Gun Enterprises |
| Tropical Realty |
| US Applied Physics Group, LLC |
| US Aviation Training Solutions |
| Valiant Air Command |
| Vance, Lotaine & Bookhardt |
| Verlon Raburn |
| Victor Hernandez |
| VJ Sochocki |
| Voyager Aviation International, LLC |
| W. W. Wiles |
| Warren K. Harrison |
| Wasim Niazi |
| Wasim Niazi DBA Sarah Business, LLC |
| Wayne Eleazer |
| Wayne Hughes & Leo Kerwin |
| Wes Whitley |
| William Brennan |
| William Coates |
| William Hoffman |
| William Izzard |
| William Moore |
| William Pinyon DBA High Point Designs |
| Wolfgang Lau |

gts



TIX → **SPACE COAST REGIONAL AIRPORT**
COI → **MERRITT ISLAND AIRPORT**
X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: April 16, 2020

ITEM DESCRIPTION – NEW BUSINESS ITEM C

Discussion and Consideration of the Monthly Board Meeting Time

BACKGROUND

Last month the Board requested that a discussion regarding the start times of the monthly Board Meetings be on the next Agenda. Staff sent out emails to the tenants asking for their input. Out of about 390 emails, 30 bounced back, eight mentioned having the meeting at 5:00 p.m. or later, and six shared they think 8:30 a.m. is good for them.

ALTERNATIVES

The Airport Authority Board could change the meeting time or leave it as it stands currently.

FISCAL IMPACT

None identified as this time.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) decide on a monthly meeting time, and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.



TIX → **SPACE COAST REGIONAL AIRPORT**
COI → **MERRITT ISLAND AIRPORT**
X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: April 16, 2020

ITEM DESCRIPTION – NEW BUSINESS ITEM D

Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

BACKGROUND

Michael Baker International is currently conducting the engineering and oversight work for contractors on current projects.

The invoice review is to keep the Board informed and ensure we meet FDOT compliance requirements.

ISSUES

All projects are moving forward.

ALTERNATIVES

If anything regarding the numbers is unclear during the discussion, the Airport Authority Board may ask questions about the costs to ensure everyone is comfortable with the invoices as presented.

FISCAL IMPACT

The current Invoiced Costs for the invoices will be covered by Mr. Aaron McDaniel, of Michael Baker International, in detail at the Board Meeting. The back-up documentation is provided for the Board's convenience of reference.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Concur with approval of the invoiced costs by Michael Baker International and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.



H.L. Pruitt Corp.

501 Wade Street
Winter Springs, FL 32708
407-327-3848 - phone
407-327-3756 - fax

INVOICE

INVOICE #:

50412

DATE:

February 12, 2020

RANGE:

Jan. 1 - Feb. 7, 2020

TO: Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

PROJECT: Airfield Lighting Rehab.

LOCATION: Space Coast Regional Airport (TIX) - Titusville,
FL

ATTN: Accounts Payable

CC: Nick Leone, Michael Baker International

| | | | ITEM | AMOUNT |
|--|--|--|--|---------------------|
| | | | <u>Draw Request #12</u> | |
| | | | Original Contract Amount: \$ 1,814,096.00 | |
| | | | Change Orders: \$556,684.00 | |
| | | | Revised Contract Amount: \$2,370,780.00 | |
| | | | Amount Completed to Date - 93%: \$2,202,391.24 | |
| | | | <u>Less Retainage @ 10%: (\$220,239.12)</u> | |
| | | | <u>Less Previous Requests: (\$1,568,689.10)</u> | |
| | | | Total Amount Due and Payable This Request | \$152,404.17 |

NOTES: Due upon receipt, unless otherwise noted.

For H.L. Pruitt Corp.

2/12/2020

Date

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

PROJECT: Airfield Lighting Rehab - Space Coast Regional APO
(TIX)

HLPJ JOB #: 404

BY MAIL TO: Aaron McDaniel, Michael Baker International: 515 N Flagler Dr Suite 303, West Palm Beach, FL 33401

FROM: H.L.Pruitt Corp.
501 Wade Street
Winter Springs, FL 32708

APPLICATION NO. TWELVE
APPLICATION DATE 2/12/2020
PERIOD FROM: 1/1/2020
PERIOD TO: 2/7/2020

Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G-703, is attached.

| | |
|--|-----------------|
| 1. ORIGINAL CONTRACT SUM | \$ 1,814,086.00 |
| 2. Net change by Change Orders | \$ 556,684.00 |
| 3. CONTRACT SUM TO DATE | \$ 2,370,780.00 |
| 4. TOTAL COMPLETED & STORED TO DATE \$ (Column J on G703) | 2,202,391.24 |
| 5. RETAINAGE | |
| a. 10% of Completed Work (Columns D + E on G703) | \$ 220,239.12 |
| b. 0% of Stored Material (Column F on G703) | \$ 0.00 |
| Total Retainage (Line 5a + 5b or Total in Column I of G703) | \$ 220,239.12 |

| | |
|--|-----------------|
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | 1,982,152.12 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ 1,829,747.95 |
| 8. CURRENT PAYMENT DUE | \$ 152,404.17 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ 168,388.76 |


| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|------------|------------|
| Total changes approved in previous months by Owner | 296,750.00 | 0.00 |
| Total approved this Month | 259,934.00 | 0.00 |
| TOTALS | 556,684.00 | 0.00 |
| NET CHANGES by Change Order | 556,684.00 | - |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: H.L. Pruitt Corp.

By:  Date: 02/12/20

State of: Florida
County of: SEMINOLE
Subscribed and sworn to before
me this 12th day of February, 2020

Notary Public: 
BONNIE J. MARSH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG343814
Expires 7/24/2023

My Commission Expires: 7/24/2023

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

AMOUNT CERTIFIED \$ 152,404.17

ENGINEER:  Date: 3/12/20

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

 3/13/20

SCHEDULE OF VALUES
 Airfield Lighting Rehabilitation - Spaco Coast Regional APO (TMK)
 HILPC JOB #: 404
 Titleville-Cocac Airport Authority

Application for Payment #: TWELVE
 Date of application: 2/12/2020
 Through date: 2/7/2020

| INDEX | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O |
|-------|--------------|--|-----|---------|------------|-----------------|---------------------------|---------------------------|-----------------|------------------------------|------------------------------------|----------------------------------|-----------------------------|-------------------|-------------|
| | PAY ITEM NO. | DESCRIPTION | UN | QTY | UNIT PRICE | CONTRACT AMOUNT | QTY FROM PREVIOUS PERIODS | AMT FROM PREVIOUS PERIODS | QTY THIS PERIOD | AMOUNT REQUESTED THIS PERIOD | QUANTITY COMPLETE & STORED TO DATE | AMOUNT COMPLETE & STORED TO DATE | PERCENT COMPLETED TO DATE % | BALANCE TO FINISH | Release 10% |
| 1 | 01000 | Mobilization | LS | 1 | 200,000.00 | 200,000.00 | 1.00 | 200,000.00 | | | 1.00 | 200,000.00 | 100% | | 20,000.00 |
| 2 | 01030 | Maintenance of Air Operations | LS | 1 | 30,000.00 | 30,000.00 | 1.00 | 30,000.00 | | | 1.00 | 30,000.00 | 100% | | 3,000.00 |
| 3 | 02000 | Construction Layout & As-Built Survey | LS | 1 | 5,000.00 | 5,000.00 | 0.85 | 4,250.00 | | | 0.85 | 4,250.00 | 85% | 750.00 | 425.00 |
| 4 | S-140 | Demo and Remove existing Security Fencing | LF | 62 | 8.00 | 496.00 | 62.00 | 496.00 | | | 62.00 | 496.00 | 100% | | 49.60 |
| 5 | S-140 | Demo and Removal of Existing Vault | LS | 1 | 45,000.00 | 45,000.00 | 0.00 | | | | | | 0% | 45,000.00 | |
| 6 | 0131120 | Pre-cast concrete vault building (all-inclusive) | LS | 1 | 150,000.00 | 150,000.00 | 1.00 | 150,000.00 | | | 1.00 | 150,000.00 | 100% | | 15,000.00 |
| 7 | F-162 | Security Chain Link Fencing | LF | 97 | 60.00 | 5,820.00 | 97.00 | 5,820.00 | | | 97.00 | 5,820.00 | 100% | | 582.00 |
| 8 | F-162 | Pedestrian Gate | EA | 1 | 115.00 | 115.00 | 1.00 | 115.00 | | | 1.00 | 115.00 | 100% | | 11.50 |
| 9 | T-604-5.1 | Sodding | SY | 1,000 | 3.00 | 3,000.00 | 0.00 | | | | | | 0% | 3,000.00 | |
| 10 | L-107-5.1 | Removal of existing RW Windcone structure & foundation | EA | 3 | 1,100.00 | 3,300.00 | 3.00 | 3,300.00 | | | 3.00 | 3,300.00 | 100% | | 330.00 |
| 11 | L-107-5.2 | New L-807(L) LED Externally lighted windcone system with a base can in earth | EA | 1 | 14,000.00 | 14,000.00 | 1.00 | 14,000.00 | | | 1.00 | 14,000.00 | 100% | | 1,400.00 |
| 12 | L-107-5.3 | New L-807(L) LED Externally lighted windcone system with a base can in earth | EA | 2 | 8,000.00 | 16,000.00 | 2.00 | 16,000.00 | | | 2.00 | 16,000.00 | 100% | | 1,600.00 |
| 13 | L-108-5.1 | Hand excavate minimum 8" x 28" deep trench minimum 8" wide x 28" deep in existing full strength pavement | LF | 500 | 12.00 | 6,000.00 | 500.00 | 6,000.00 | | | 500.00 | 6,000.00 | 100% | | 600.00 |
| 14 | L-108-5.2 | 3/4" x 20' ground rods connected to counterpoise | LF | 100 | 10.00 | 1,000.00 | 100.00 | 1,000.00 | | | 100.00 | 1,000.00 | 100% | | 100.00 |
| 15 | L-108-5.3 | 10' additional ground rod sections | EA | 10 | 120.00 | 1,200.00 | 8.00 | 1,080.00 | | | 9.00 | 1,080.00 | 90% | 120.00 | 108.00 |
| 16 | L-108-5.4 | 10' additional ground rod sections | EA | 10 | 90.00 | 900.00 | 2.00 | 180.00 | | | 2.00 | 180.00 | 20% | 720.00 | 18.00 |
| 17 | L-108-5.5 | lower conduit system, not parallel to edge of pavement | LF | 1,250 | 0.90 | 1,125.00 | 1,250.00 | 1,152.00 | | | 1,250.00 | 1,152.00 | 102% | (27.00) | 115.20 |
| 18 | L-108-5.6 | 18 3KV, L-3/24 conductor installed in new & existing conduit/duct bank/trenchhole system | LF | 103,000 | 1.00 | 103,000.00 | 90,187.00 | 90,187.00 | | | 90,187.00 | 90,187.00 | 88% | 12,813.00 | 9,018.70 |
| 19 | L-108-5.7 | 12 Strand MM FOC Cable for ALCMS installed in new conduit/chase | LF | 250 | 45.00 | 11,250.00 | 250.00 | 11,250.00 | | | 250.00 | 11,250.00 | 100% | | 1,125.00 |
| 20 | L-108-5.8 | 350 KCMIL, XHHW conductor installed in new Conduit/Ductbank/Membrane System | LF | 1,650 | 12.00 | 19,800.00 | 1,650.00 | 19,800.00 | | | 1,650.00 | 19,800.00 | 100% | | 1,980.00 |
| 21 | L-108-5.9 | #1, 600 V XHHW conductor installed in new Conduit/Ductbank/MH System | LF | 850 | 10.00 | 8,500.00 | 850.00 | 8,500.00 | | | 850.00 | 8,500.00 | 100% | | 850.00 |
| 22 | L-109-5.1 | Demolition of existing electrical systems in the existing Airfield Electrical Vault, complete | LS | 1 | 18,000.00 | 18,000.00 | 0.00 | | 1.00 | 18,000.00 | 1.00 | 18,000.00 | 100% | | 1,800.00 |
| 23 | L-109-5.2 | Provide and install new electrical systems in the New Airfield Lighting Vault, complete | LS | 1 | 150,000.00 | 150,000.00 | 1.00 | 150,000.00 | | | 1.00 | 150,000.00 | 100% | | 15,000.00 |
| 24 | L-109-5.3 | Provide and install new Airfield Lighting Control System, L-8908B, complete | LS | 1 | 180,000.00 | 180,000.00 | 0.70 | 126,000.00 | 0.30 | 54,000.00 | 1.00 | 180,000.00 | 100% | | 18,000.00 |
| 25 | L-109-5.4 | Provide and install new L-829 7.5 KW Ferrarresonant 208V, 3-step regulator with 120V/control voltage, complete | EA | 2 | 15,000.00 | 30,000.00 | 2.00 | 30,000.00 | | | 2.00 | 30,000.00 | 100% | | 3,000.00 |
| 26 | L-109-5.4 | Provide and install new L-829 10 KW Ferrarresonant 208V, 3-step regulator with 120V/control voltage, complete | EA | 1 | 18,000.00 | 18,000.00 | 1.00 | 18,000.00 | | | 1.00 | 18,000.00 | 100% | | 1,800.00 |
| 27 | L-109-5.4 | Provide and install new L-829 15 KW Ferrarresonant 208V, 3-step regulator with 120V/control voltage, complete | EA | 1 | 22,000.00 | 22,000.00 | 1.00 | 22,000.00 | | | 1.00 | 22,000.00 | 100% | | 2,200.00 |
| 28 | L-109-5.4 | Provide and install new L-829 15 KW Ferrarresonant 208V, 3-step regulator with 120V/control voltage, complete | EA | 1 | 23,000.00 | 23,000.00 | 1.00 | 23,000.00 | | | 1.00 | 23,000.00 | 100% | | 2,300.00 |
| 29 | L-109-5.4 | Provide and install new L-829 20 KW Ferrarresonant 208V, 5-step regulator with 120V/control voltage, complete | EA | 1 | 28,000.00 | 28,000.00 | 1.00 | 28,000.00 | | | 1.00 | 28,000.00 | 100% | | 2,800.00 |
| 30 | L-109-5.9 | Relocate and install existing 20KW Ferrarresonant 208V, 5-step regulator, complete | EA | 1 | 3,000.00 | 3,000.00 | 0.00 | | 1.00 | 3,000.00 | 1.00 | 3,000.00 | 100% | | 300.00 |
| 31 | L-109-6-10 | FPL Utility allowance account | ALL | 1 | 2,347.89 | 2,347.89 | 1.17 | 2,347.89 | | | 1.17 | 2,347.89 | 117% | (347.89) | 234.79 |
| 32 | L-109-5.11 | Provide and install new Airfield Standby Generator and Subbase Fuel Tank, complete | LS | 1 | 245,000.00 | 245,000.00 | 1.00 | 245,000.00 | | | 1.00 | 245,000.00 | 100% | | 24,500.00 |

| INDEX | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O |
|-------|--------------|--|----|-------|------------|-----------------|---------------------------|---------------------------|-----------------|------------------------------|------------------------------------|----------------------------------|-----------------------------|-------------------|-------------|
| | PAY ITEM NO. | DESCRIPTION | UN | QTY | UNIT PRICE | CONTRACT AMOUNT | QTY FROM PREVIOUS PERIODS | AMT FROM PREVIOUS PERIODS | QTY THIS PERIOD | AMOUNT REQUESTED THIS PERIOD | QUANTITY COMPLETE & STORED TO DATE | AMOUNT COMPLETE & STORED TO DATE | PERCENT COMPLETED TO DATE % | BALANCE TO FINISH | Release 10% |
| 33 | L-110-5.1 | One 2" sch. 40 PVC conduit direct buried in earth/new paved shoulder complete in place | LF | 1,250 | 4.00 | 5,000.00 | 1,130.00 | 4,520.00 | - | - | 1,130.00 | 4,520.00 | 90% | 480.00 | 452.00 |
| 34 | L-110-5.2 | One 2" sch. 40 PVC conduit installed in existing full strength pavement complete in place | LF | 50 | 8.00 | 300.00 | 0.00 | - | - | - | - | - | 0% | 300.00 | - |
| 35 | L-110-5.3 | One 2" HDPE conduit directional bored 48" deep beneath existing full strength and shoulder pavements, complete | LF | 100 | 15.00 | 1,500.00 | 0.00 | - | - | - | - | - | 0% | 1,500.00 | - |
| 36 | L-110-5.4 | One FAA 4" sch. 40 PVC concrete encased split duct in earth/new full strength pavement | LF | 200 | 18.00 | 3,200.00 | 0.00 | - | - | - | - | - | 0% | 3,200.00 | - |
| 37 | L-110-5.5 | Hand excavate and provide/install one 3" SCH 40 PVC Conduit direct buried in earth complete in place | LF | 500 | 8.00 | 4,000.00 | 500.00 | 4,000.00 | - | - | 500.00 | 4,000.00 | 100% | - | 400.00 |
| 38 | L-110-5.6 | Intercept existing conduit system and connect to new conduit system and extend circuit | EA | 35 | 150.00 | 5,250.00 | 35.00 | 5,250.00 | - | - | 35.00 | 5,250.00 | 100% | - | 625.00 |
| 39 | L-110-5.7 | Hand excavate and provide/install one 2" SCH 40 PVC Conduit direct buried in earth complete in place | LF | 1,200 | 9.00 | 10,800.00 | 0.00 | - | - | - | - | - | 0% | 10,800.00 | - |
| 40 | L-115-5.1 | New L-867 18" dia. Junction can installed in earth, complete | EA | 1 | 300.00 | 300.00 | 1.00 | 300.00 | - | - | 1.00 | 300.00 | 100% | - | 30.00 |
| 41 | L-115-5.2 | Install new L-867 1/2" cover and abandon existing L-867 Junction can in place | EA | 30 | 150.00 | 4,500.00 | 30.00 | 4,500.00 | - | - | 30.00 | 4,500.00 | 100% | - | 450.00 |
| 42 | L-115-5.3 | Intercept existing light base can in earth/existing pavement and connect to conduit system | EA | 5 | 350.00 | 1,750.00 | 10.00 | 3,500.00 | - | - | 10.00 | 3,500.00 | 200% | (1,750.00) | 350.00 |
| 43 | L-115-5.4 | Removal of existing junction can/light base can in earth Complete | EA | 15 | 150.00 | 2,250.00 | 15.00 | 2,250.00 | - | - | 15.00 | 2,250.00 | 100% | - | 225.00 |
| 44 | L-115-5.5 | Removal of existing junction can/light base can in existing pavement. Complete | EA | 2 | 200.00 | 400.00 | 0.00 | - | - | - | - | - | 0% | 400.00 | - |
| 45 | L-115-5.6 | Install FPL provided pull box complete | EA | 1 | 90.00 | 90.00 | 1.00 | 90.00 | - | - | 1.00 | 90.00 | 100% | - | 9.00 |
| 46 | L-115-5.7 | New concrete manhole, 48"x48"x48" internal dimensions, with cover | EA | 1 | 8,000.00 | 8,000.00 | 1.00 | 8,000.00 | - | - | 1.00 | 8,000.00 | 100% | - | 800.00 |
| 47 | L-115-5.8 | Raise existing concrete manhole and install conduit, complete | EA | 1 | 7,000.00 | 7,000.00 | 1.00 | 7,000.00 | - | - | 1.00 | 7,000.00 | 100% | - | 700.00 |
| 48 | L-115-5.9 | New L-862, Runway HIRL elevated edge light installed on existing base can | EA | 10 | 200.00 | 2,000.00 | 10.00 | 2,000.00 | - | - | 10.00 | 2,000.00 | 100% | - | 200.00 |
| 49 | L-125-5.1 | New L-862, Runway HIRL elevated edge light installed on existing base can | EA | 61 | 700.00 | 42,700.00 | 61.00 | 42,700.00 | - | - | 61.00 | 42,700.00 | 100% | - | 4,270.00 |
| 50 | L-125-5.2 | New L-850C, Runway HIRL flush edge light installed on existing base can | EA | 25 | 730.00 | 18,250.00 | 25.00 | 18,250.00 | - | - | 25.00 | 18,250.00 | 100% | - | 1,825.00 |
| 51 | L-125-5.3 | New L-862E, Runway HIRL elevated threshold light installed on existing base can | EA | 13 | 1,700.00 | 22,100.00 | 13.00 | 22,100.00 | - | - | 13.00 | 22,100.00 | 100% | - | 2,210.00 |
| 52 | L-125-5.4 | New L-861(L), Runway MIRL elevated edge light installed on existing base can | EA | 48 | 750.00 | 36,000.00 | 48.00 | 36,000.00 | - | - | 48.00 | 36,000.00 | 100% | - | 3,600.00 |
| 53 | L-125-5.5 | New L-861E(L), Runway MIRL elevated threshold light installed on existing base can | EA | 17 | 800.00 | 13,600.00 | 17.00 | 13,600.00 | - | - | 17.00 | 13,600.00 | 100% | - | 1,360.00 |
| 54 | L-125-5.6 | New L-852D(L), Runway MIRL LED flush mount edge light installed on existing base can | EA | 2 | 2,500.00 | 5,000.00 | 2.00 | 5,000.00 | - | - | 2.00 | 5,000.00 | 100% | - | 500.00 |
| 55 | L-125-5.7 | New L-861 T (L), Taxiway MTL elevated edge light installed on existing base can | EA | 450 | 560.00 | 252,000.00 | 450.00 | 252,000.00 | - | - | 450.00 | 252,000.00 | 100% | - | 25,200.00 |
| 56 | L-125-5.8 | New L-852T(L), Taxiway MTL flush mount edge light installed on existing base can | EA | 2 | 1,300.00 | 2,600.00 | 2.00 | 2,600.00 | - | - | 2.00 | 2,600.00 | 100% | - | 260.00 |
| 57 | L-125-5.9 | Intercept existing circuit conductors in existing base can/manhole/junction can & extend circuits accordingly | EA | 100 | 110.00 | 11,000.00 | 100.00 | 11,000.00 | - | - | 100.00 | 11,000.00 | 100% | - | 1,100.00 |
| 58 | L-125-5.10 | Identification of cables, ductbanks, and lighting fixtures per FAA specifications | LS | 1 | 2,000.00 | 2,000.00 | 1.00 | 2,000.00 | - | - | 1.00 | 2,000.00 | 100% | - | 200.00 |
| | | | | | | 1,814,098.00 | 0.00 | - | - | - | - | - | - | - | - |
| | | | | | SUBTOTAL | - | - | - | - | - | - | - | - | - | - |
| | | | | | | 1,814,098.00 | - | 1,682,137.89 | - | 75,000.00 | - | 1,737,137.89 | 90% | 76,956.11 | 173,113.79 |
| C01 | L-109-5.4 | Provide & install New L-829 7.5 KW Ferrarocast, 208V, 3-step regulator with 120V control voltage, complete | EA | 1 | 15,000.00 | 15,000.00 | 1.00 | 15,000.00 | - | - | 1.00 | 15,000.00 | 100% | - | 1,500.00 |
| C01 | L-109-5.5 | Provide & install New L-829 10 KW Ferrarocast, 208V, 3-step regulator with 120V control voltage, complete | EA | 1 | 18,000.00 | 18,000.00 | 1.00 | 18,000.00 | - | - | 1.00 | 18,000.00 | 100% | - | 1,800.00 |

| INDEX | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O |
|-------|--------------|--|----|-----|------------|-----------------|---------------------------|---------------------------|-----------------|------------------------------|------------------------------------|----------------------------------|-----------------------------|-------------------|---------------|
| | PAY ITEM NO. | DESCRIPTION | UN | QTY | UNIT PRICE | CONTRACT AMOUNT | QTY FROM PREVIOUS PERIODS | AMT FROM PREVIOUS PERIODS | QTY THIS PERIOD | AMOUNT REQUESTED THIS PERIOD | QUANTITY COMPLETE & STORED TO DATE | AMOUNT COMPLETE & STORED TO DATE | PERCENT COMPLETED TO DATE % | BALANCE TO FINISH | Relatinga 10% |
| CO1 | L-109-5.6 | Provide & install New L-828 15 KW Ferronessant, 208V, 3-step regulator with 120V control voltage, complete | EA | -1 | 22,000.00 | (22,000.00) | (1.00) | (22,000.00) | | - | (1.00) | (22,000.00) | 100% | - | (2,200.00) |
| CO1 | L-109-5.7 | Provide & install New L-328 15 KW Ferronessant, 208V, 5-step regulator with 120V control voltage, complete | EA | 1 | 23,000.00 | 23,000.00 | 1.00 | 23,000.00 | | - | 1.00 | 23,000.00 | 100% | - | 2,300.00 |
| CO1 | L-109-5.8 | Provide & install New L-328 20 KW Ferronessant, 208V, 5-step regulator with 120V control voltage, complete | EA | -1 | 28,000.00 | (28,000.00) | (1.00) | (28,000.00) | | - | (1.00) | (28,000.00) | 100% | - | (2,800.00) |
| CO1 | L-126-5.1 | Demo Existing Signs & Concrete Bases | EA | 79 | 400.00 | 31,600.00 | 79.00 | 31,600.00 | | - | 79.00 | 31,600.00 | 100% | - | 3,160.00 |
| CO1 | L-126-5.2 | L-358(L) Size 2, LED 1 Module Sign complete on existing base | EA | 1 | 1,000.00 | 1,000.00 | 1.00 | 1,000.00 | | - | 1.00 | 1,000.00 | 100% | - | 100.00 |
| CO1 | L-126-5.3 | L-358(L) Size 2, LED 2 Module Sign complete on existing base | EA | 21 | 2,200.00 | 46,200.00 | 21.00 | 46,200.00 | | - | 21.00 | 46,200.00 | 100% | - | 4,620.00 |
| CO1 | L-126-5.4 | L-358(L) Size 2, LED 3 Module Sign complete on existing base | EA | 20 | 3,000.00 | 60,000.00 | 20.00 | 60,000.00 | | - | 20.00 | 60,000.00 | 100% | - | 6,000.00 |
| CO1 | L-126-5.5 | L-358(L) Size 2, LED 4 Module Sign complete on existing base | EA | 27 | 3,800.00 | 102,600.00 | 27.00 | 102,600.00 | | - | 27.00 | 102,600.00 | 100% | - | 10,260.00 |
| CO1 | L-126-5.6 | L-358(L) Size 4, LED Distance Remaining Sign complete on existing base | EA | 1 | 4,700.00 | 4,700.00 | 1.00 | 4,700.00 | | - | 1.00 | 4,700.00 | 100% | - | 470.00 |
| CO1 | L-126-5.7 | New Concrete Base (Size 2, LED - 1 module sign), all-inclusive for FAA required base & new signage | EA | 10 | 3,500.00 | 35,000.00 | 10.00 | 35,000.00 | | - | 10.00 | 35,000.00 | 100% | - | 3,500.00 |
| CO1 | L-126-5.8 | New Concrete Base (Size 2, LED - 2 module sign), all-inclusive for FAA required base & new signage | EA | 1 | 1,650.00 | 1,650.00 | 0.00 | - | | - | - | - | 0% | 1,650.00 | - |
| CO1 | L-126-5.9 | New Concrete Base (Size 2, LED - 3 module sign), all-inclusive for FAA required base & new signage | EA | 1 | 1,800.00 | 1,800.00 | 0.00 | - | | - | - | - | 0% | 1,800.00 | - |
| CO1 | L-126-5.10 | New Concrete Base (Size 2, LED - 4 module sign), all-inclusive for FAA required base & new signage | EA | 1 | 2,000.00 | 2,000.00 | 1.00 | 2,000.00 | | - | 1.00 | 2,000.00 | 100% | - | 200.00 |
| CO1 | L-126-5.11 | New Concrete Base (Size 2, LED - 4 distance to go), all-inclusive for FAA required base & new signage | EA | 1 | 2,200.00 | 2,200.00 | 0.00 | - | | - | - | - | 0% | 2,200.00 | - |
| CO1 | L-126-5.12 | New Concrete Base (Size 2, LED - 4 distance to go), all-inclusive for FAA required base & new signage | EA | 1 | 2,000.00 | 2,000.00 | 0.00 | - | | - | - | - | 0% | 2,000.00 | - |
| CO2 | CO2-1 | Add 'Toothball mats' at elevated light fixtures | EA | 589 | 272.72 | 160,630.88 | 300.00 | 81,815.39 | | - | 300.00 | 81,815.39 | 51% | 78,815.49 | 8,181.54 |
| CO2 | CO2-2 | Install new driveway and associated structures | LS | 1 | 99,303.12 | 99,303.12 | 0.00 | - | 0.95 | 94,337.96 | 0.95 | 94,337.96 | 95% | 4,965.16 | 9,433.60 |
| | | Change Order Item Totals | | | | 556,684.00 | | 370,915.39 | | 94,337.96 | | 485,253.35 | | - | - |
| | | TOTAL | | | | 2,370,760.00 | | 2,033,053.26 | | 199,337.96 | | 2,232,391.24 | 93% | 70,958.11 | 220,236.12 |

DBE FORM 5

MONTHLY REPORT

PAY APPLICATION #12

DATE February 12, 2020

NAME OF CONTRACTOR: H.L. Pruitt Corp.

TCAA CONTRACT NO: _____

CONTRACT: Airfield Lighting Rehab.

BASE BID AMOUNT: \$ 1,814,096.00

DBE GOALS % 10 \$ 237,780.00

TOTAL CONTRACT \$ 2,370,780.00 (thru CO#2)

TOTAL DBE CONTRACT \$ 403,058.28

| NAME OF DBE SUBCONTRACTOR | ADDRESS | TYPE OF WORK | EARNED THIS MONTH | EARNED TO DATE |
|-------------------------------|---|-----------------------------------|----------------------|----------------------|
| <u>Torres Electric Supply</u> | <u>3180 SE Dominica Terrace, Stuart, FL 34987</u> | <u>Electrical Material Supply</u> | \$ <u>25,105.42</u> | \$ <u>351,728.28</u> |
| <u>VA Paving</u> | <u>P.O. Box 1046, Cocoa, FL 32923</u> | <u>Earthwork and Paving</u> | \$ <u>51,330.00</u> | \$ <u>51,330.00</u> |
| _____ | _____ | _____ | \$ _____ | \$ _____ |
| _____ | _____ | _____ | \$ _____ | \$ _____ |
| SUBTOTAL ALL DBE..... | | | \$ _____ | \$ <u>403,058.28</u> |

DBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE 3.5 % 19 %

PERCENTAGE OF OVERALL CONTRACT COMPLETE..... 93 %

The undersigned hereby affirms and declares that the above-listed firms were actually employed in the performance of work/services under this contract and further that each such firm earned and has been paid the stated amount for their respective efforts.

Signature: [Signature] Title: Project Manager

Sworn and Subscribed before me, this 12th day of February, 2020.

[Signature] (Seal)
NOTARY PUBLIC



BONNIE J. MARSH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG343614
Expires 7/24/2023

NOTES:

- Contractor shall attach to this form a typewritten explanation of any differences in DBE participation between this form and DBE Form 1 including an accounting for any changes in DBE firms employed.
- THIS FORM MUST BE COMPLETED AND SUBMITTED WITH CONTRACTORS REQUEST FOR MONTHLY AND FINAL PAYMENTS.

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.

12740 Gran Bay Parkway West

Suite 2110

Jacksonville, FL 32258

904-380-2500

Billing (803) 231-4014

MARCH 11, 2020

TITUSVILLE-COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS
TITUSVILLE, FL 32780

INVOICE NO. 1077323
BAKER PROJECT NO. 170779
REQUEST NO. 12 ✓
FAA AIP PROJECT NO. 3-12-0080-028-2018
PROJECT ID # FM 247401-1-94-01

RE: AIRFIELD LIGHTING REHABILITATION (CONSTRUCTION) ✓

FOR FEES BILLED THROUGH JANUARY 01, 2020 THROUGH FEBRUARY 07, 2020

CONTRACT VALUE \$287,284.00

PHASE 5 - CONSTRUCTION SERVICES

CONSTRUCTION ADMINISTRATION

98.00% COMPLETE OF \$89,664.00

RPR

98.60% COMPLETE OF \$178,620.00

SPECIAL SERVICES (SUBCONSULTANTS)

46.66% QA CONSTRUCTION TESTING \$5,000.00

100.00% AIRFIELD ELECTRICAL \$14,000.00

TOTAL EARNINGS

AMOUNT DUE THIS INVOICE

INVOICED
THIS PERIOD

INVOICED
TO DATE

\$23,163.45 ✓

\$0.00

\$0.00

\$0.00

\$23,163.45 ✓

\$87,870.72 ✓

\$176,120.00

\$2,332.85

\$14,000.00

\$280,323.57

\$23,163.45 ✓

Michael Baker
3/13/20

Electronic Remittance

CITIZENS BANK

ABA: 036-076-150

Account No.: 6101710975

SWIFT: CTZIUS33

Check Payment Remit to:

PO BOX 536408

PITTSBURGH, PA 15253-5906



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AVIATION GRANT PROGRAM
PROJECT MONITORING STATUS REPORT

725-040-30
AVIATION
11/17

INSTRUCTIONS: Airport Sponsor (AGENCY) or designated representative to complete this form.

Note: The Airport Sponsor may supplement this form with their own normal project progress report or FAA Progress Report documents

| | | |
|---|--|---|
| AIRPORT NAME Space Coast Regional Airport (TIX) | DATES OF REPORT PERIOD From 01/01/20 To 02/07/20 | FDOT FINANCIAL PROJECT NO. 247401-1-94-01 |
|---|--|---|

PROJECT DESCRIPTION Airfield Lighting Rehab.

| | | |
|--|--|--|
| INVOICE ATTACHED: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> | FAA PROGRESS REPORT ATTACHED: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> | OTHER PROGRESS REPORT ATTACHED: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> |
| PHOTOS ATTACHED: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> | PROJECT NOTICE-TO-PROCEED DATE 2/7/19 | ESTIMATED PROJECT COMPLETION DATE 11/9/19 |
| TOTAL PROJECT COST \$2,370,780.00 | GRANT FUNDS EXPENDED TO DATE \$ | GRANT FUNDS REMAINING \$ |

1. PROJECT STATUS
99 % Complete

2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed)

Change over to New Vault
Demo Existing Vault
Commissioning of New Vault
Install Elevated Lighting Mats
Construct Vault Access Drive
Sod
Close-Out Project

3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed)

4. PROBLEM AREAS/OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken)

| | | | |
|----------------|---|--|------------------------|
| AIRPORT | AIRPORT SPONSOR (AGENCY) OR DESIGNATED REPRESENTATIVE | | |
| | I certify that the information provided above is true and correct per the terms of the Public Transportation Grant Agreement. | | |
| | DATE 3/13/20 | PRINTED NAME AND TITLE * Michael D Brown CEO | SIGNATURE * |

* Only the Airport Sponsor or Designated Representative may sign this form. A non-Airport Sponsor employee (e.g., consultant) cannot sign this form.

| | | | |
|-------------|--|--|---|
| FDOT | COMMENTS/NOTES | | |
| | VERIFICATION DATE | SITE VISIT Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> | DISTRICT AVIATION COORDINATOR PRINTED NAME |
| | DISTRICT AVIATION COORDINATOR SIGNATURE | | |



TIX → **SPACE COAST REGIONAL AIRPORT**
COI → **MERRITT ISLAND AIRPORT**
X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: April 16, 2020

ITEM DESCRIPTION – NEW BUSINESS ITEM E

Discussion by Mr. Rob Hambrecht of Recent Invoiced Costs by AVCON and Contractors Regarding Current Projects

BACKGROUND

AVCON is currently conducting the engineering and oversight work for contractors on current projects.

The invoice review is to keep the Board informed and ensure we meet FDOT compliance requirements.

ISSUES

All projects are moving forward.

ALTERNATIVES

If anything regarding the numbers is unclear during the discussion, the Airport Authority Board may ask questions about the costs to ensure everyone is comfortable with the invoices as presented.

FISCAL IMPACT

The current Invoiced Costs for the invoices will be covered by Mr. Rob Hambrecht, of AVCON, in detail at the Board Meeting. The back-up documentation is provided for the Board's convenience of reference.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Concur with approval of the invoiced costs by AVCON and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

| REFERENCE NO. | DESCRIPTION | INVOICE DATE | INVOICE AMOUNT | DISCOUNT TAKEN | AMOUNT PAID |
|---------------|---|--------------|----------------|-----------------|--------------|
| | Invoice 117247 COI PAPI Replacement Pay App 06 FINAL (Design and Bid) 1/1/2020-1/31/2020 | | | | 612.06 |
| CHECK DATE | CHECK NO. | PAYEE | | DISCOUNTS TAKEN | CHECK AMOUNT |
| 3/13/20 | 38226 | AVCON | | | \$612.06 |

Fax: 321-383-4284

Date Issued: 3/11/20

AVCON
5555 E. Michigan St.
Suite 200
Orlando, FL 32822

Titusville-Cocoa Airport Authority
Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

| Good Thru | Ship Via | GL Number | Terms |
|-----------|----------|-----------|-------|
| 4/10/20 | | | |

| Quantity | Item | Description | Unit Cost | Amount |
|----------|------|---|-----------|--------|
| | | Invoice 117247 COI PAPI Replacement Pay App 06 FINAL (Design and Bid) 1/1/2020-1/31/2020 | | 612.06 |

\$612.06

Authorized Signature

Michael Beck



AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

50077

INVOICE

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

February 11, 2020

Project No: 2019.0045.05

Invoice No: 117247 **FINAL**

PAY APP #6

Project 2019.0045.05 COI - PAPI Replacement Design & Bidding

Need TO Number

Via email to Ashley Campbell at acampbell@airport.com

Professional Services from January 01, 2020 to January 31, 2020

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|--------------------|-----------|------------------|-----------|----------------------|---------------------|
| Fee | 34,975.00 | 100.00 | 34,975.00 | 34,362.94 | 612.06 |
| Total Fee | 34,975.00 | | 34,975.00 | 34,362.94 | 612.06 |
| Total | | | | | 612.06 |
| Total this Invoice | | | | | \$612.06 |

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 117085 | 1/16/2020 | 1,399.00 |
| Total | | 1,399.00 |

Michael Bello
3/10/20

M

Michael Bello



Monthly Project Status Report
Titusville Cocoa Airport Authority
Merritt Island Airport (COI)
PAPI Replacement
Design & Bidding



FAA AIP Project No.:

FDOT #:

FM 409457-2-94-01

Contract: G1715

TICO #:

AVCON #:

2019.0045.05

To: Michael D. Powell, C.M., ACE, Chief Executive Officer
Cc: Ashley Campbell, Manager of Finance & Grant Administration
Report Date: March 9, 2020
Reporting Period: January 1, 2020 through January 31, 2020
Accompanies Invoice: 117247 Pay Ap #6 (FINAL)

Activity during Reporting Period:

- Completed the PAPI design and plans preparation
- Opened bids on November 27, 2019
- Provided recommendation to award
- Obtained NTP from FDOT
- Construction Contracts and Bonds

Upcoming Activities:

- Construction (Under separate Task Order)

Schedule:

| | | |
|------------------------|-----------------------------|----------|
| July 26, 2019 | Notice to Proceed | Complete |
| August 30, 2019 | 30% Design Submittal | Complete |
| October 2, 2019 | 90% Design Submittal | Complete |
| October 16, 2019 | 100% Design Submittal | Complete |
| October-November, 2019 | Bidding | Complete |
| November 27, 2019 | Open Bids | Complete |
| January 2020 | Award Construction Contract | Complete |

Prepared By:

AVCON, Inc.

A handwritten signature in black ink, appearing to read "Robert K. Hambrecht".

Robert K. Hambrecht, P.E.

Sr. Project Manager

SUPERIOR PRESS (888) 590-7998 184070121

ORDERED BY:

Titusville-Cocoa Airport Authority

Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

Voice: 321-267-8780

Fax: 321-383-4284

PURCHASE ORDER

Purchase Order No.: 50078

Date Issued: 3/11/20

| |
|---|
| To: |
| AVCON 5555 E. Michigan St. Suite 200 Orlando, FL 32822 |

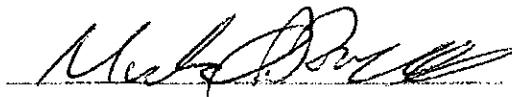
| |
|---|
| Ship To: |
| Titusville-Cocoa Airport Authority Operating Fund 355 Golden Knights Blvd. Titusville, FL 32780 USA |

| Good Thru | Ship Via | GL Number | Terms |
|-----------|----------|-----------|-------|
| 4/10/20 | | | |

| Quantity | Item | Description | Unit Cost | Amount |
|----------|------|---|-----------|--------|
| | | Invoice 117249 COI PAPI Replacement Pay App 01 (Construction) 1/1/2020-1/31/2020 | | 990.93 |

| | |
|--------------|-----------------|
| TOTAL | \$990.93 |
|--------------|-----------------|

Authorized Signature





AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 598-1122
Fax: (407) 598-1133
www.avconinc.com
50078

INVOICE

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

February 11, 2020
Project No: 2020.0045.02
Invoice No: 117249
PAY APP #1 -

Project 2020.0045.02 COI - PAPI CA Services -
Via email to Ashley Campbell at acampbell@airport.com
Professional Services from January 01, 2020 to January 31, 2020

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---------------|-----------|------------------|---------------------------|----------------------|---------------------|
| Fee | 15,245.00 | 6.50 | 990.93 | 0.00 | 990.93 |
| Total Fee | 15,245.00 | | 990.93 | 0.00 | 990.93 |
| | | Total | | | 990.93 |
| | | | Total this Invoice | | \$990.93 |

Mark Drille
3/10/20

M

Mark Drille
NTP 12/11/19



Monthly Project Status Report
Titusville Cocoa Airport Authority
Merritt Island Airport (COI)
PAPI Improvements Project
Post Design Construction Administration (CA) Services



FAA AIP Project No.:

FDOT #:

FM 409457-2-94-01

Contract: G1715

TICO #:

AVCON #:

2020.0045.02

To: Michael D. Powell, C.M., ACE, Chief Executive Officer

Cc: Ashley Campbell, Manager of Finance & Grant Administration

Report Date: March 9, 2020

Reporting Period: January 1, 2020 through January 31, 2020

Accompanies Invoice: 117249

Pay Ap #1

Activity during Reporting Period:

- Awarded Contract
- Collected Bonds and Insurance
- Reviewed Shop Drawing Submittals

Upcoming Activities:

- Construction

Schedule:

| | | |
|--------------|-------------------------|----------|
| January 2020 | Contracts | Complete |
| January 2020 | Shop Drawing Submittals | Ongoing |
| April 2020 | Mobilization | Pending |
| May 2020 | Construction | Pending |
| June 2020 | Closeout | Pending |

Prepared By:

AVCON, Inc.

A handwritten signature in black ink, appearing to read "Robert K. Hambrecht".

Robert K. Hambrecht, P.E.

Sr. Project Manager

| REFERENCE NO. | DESCRIPTION | INVOICE DATE | INVOICE AMOUNT | DISCOUNT TAKEN | AMOUNT PAID |
|---------------|---|--------------|-----------------|----------------|-------------|
| | Invoice 117245 X21 PAPI Replacement Pay App 07 FINAL (Design and Bid) 1/1/2020-1/31/2020 | | | | 699.45 |
| CHECK DATE | CHECK NO. | PAYEE | DISCOUNTS TAKEN | CHECK AMOUNT | |
| 3/13/20 | 38224 | AVCON | | \$699.45 | |

ORDERED BY:

Titusville-Cocoa Airport Authority

Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

Voice: 321-267-8780

Fax: 321-383-4284

PURCHASE ORDER

Purchase Order No.: 50079

Date issued: 3/11/20

| To: |
|---|
| AVCON 5555 E. Michigan St. Suite 200 Orlando, FL 32822 |

| Ship To: |
|---|
| Titusville-Cocoa Airport Authority Operating Fund 355 Golden Knights Blvd. Titusville, FL 32780 USA |

| Good Thru | Ship Via | GL Number | Terms |
|-----------|----------|-----------|-------|
| 4/10/20 | | | |

| Quantity | Item | Description | Unit Cost | Amount |
|----------|------|-----------------------------------|-----------|--------|
| | | Invoice 117245 | | 699.45 |
| | | X21 PAPI Replacement | | |
| | | Pay App 07 FINAL (Design and Bid) | | |
| | | 1/1/2020-1/31/2020 | | |

| | |
|--------------|-----------------|
| TOTAL | \$699.45 |
|--------------|-----------------|

Authorized Signature





AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

INVOICE

50079

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

February 11, 2020

Project No: 2019.0045.03

Invoice No:

117245

FINAL

PAY APP #7

Project 2019.0045.03 X21 - PAPI Replacement Design & Bidding

Via email to Ashley Campbell at acampbell@airport.com

Professional Services from January 01, 2020 to January 31, 2020

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|-----------------------|-----------|------------------|-----------|----------------------|---------------------|
| Expense | 750.00 | 100.00 | 750.00 | 750.00 | 0.00 |
| SUB - Survey McMillen | 4,000.00 | 100.00 | 4,000.00 | 4,000.00 | 0.00 |
| SUB - QC AEC | 1,500.00 | 100.00 | 1,500.00 | 1,500.00 | 0.00 |
| 100% Design | 11,980.00 | 100.00 | 11,980.00 | 11,740.40 | 239.60 |
| 90% Design | 9,435.00 | 100.00 | 9,435.00 | 9,340.65 | 94.35 |
| Bidding and Award | 7,310.00 | 100.00 | 7,310.00 | 6,944.50 | 365.50 |
| Total Fee | 34,975.00 | | 34,975.00 | 34,275.55 | 699.45 |
| Total | | | | | 699.45 |
| Total this invoice | | | | | \$699.45 |

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 117083 | 1/16/2020 | 4,594.80 |
| Total | | 4,594.80 |

Robert Daulton
3/10/20

Robert Daulton

M



**Monthly Project Status Report
Titusville Cocoa Airport Authority
Arthur Dunn Airport
PAPI Replacement
Design & Bidding**



FAA AIP Project No.:

FDOT #:

FM 442480-1-94-01

Contract: G1713

TICO #:

AVCON #:

2019.0045.03

To: Michael D. Powell, C.M., ACE, Chief Executive Officer
Cc: Ashley Campbell, Manager of Finance & Grant Administration
Report Date: March 9, 2020
Reporting Period: January 1, 2020 through January 31, 2020
Accompanies Invoice: 117245 Pay Ap #7 **(FINAL)**

Activity during Reporting Period:

- Completed PAPI design and plans preparation
- Opened Bids on August 14, 2019
- Provided recommendation to award contract
- Obtained NTP from FDOT
- Completed Construction Contracts and Bonds

Upcoming Activities:

- Construction (Under separate Task Order)

Schedule:

| | | |
|-----------------|-----------------------------|----------|
| April 11, 2019 | Notice to Proceed | Complete |
| May 28, 2019 | Survey | Complete |
| June 4, 2019 | 30% Design Submittal | Complete |
| July 2, 2019 | 90% Design Submittal | Complete |
| July 16, 2019 | 100% Design Submittal | Complete |
| July 16, 2019 | Bidding | Complete |
| August 14, 2019 | Open Bids | Complete |
| January 2020 | Award Construction Contract | Complete |

Prepared By:

AVCON, Inc.

A handwritten signature in black ink, appearing to read "Robert K. Hambrecht".

Robert K. Hambrecht, P.E.

Sr. Project Manager

.....

 SUPERIOR PRESS (888) 590-7998 J84070121

Titusville-Cocoa Airport Authority

Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

Voice: 321-267-8780

Fax: 321-383-4284

PURCHASE ORDER

Purchase Order No.: 50080

Date Issued: 3/11/20

To:

AVCON
5555 E. Michigan St.
Suite 200
Orlando, FL 32822

Ship To:

Titusville-Cocoa Airport Authority
Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

| Good Thru | Ship Via | GL Number | Terms |
|-----------|----------|-----------|-------|
| 4/10/20 | | | |

| Quantity | Item | Description | Unit Cost | Amount |
|----------|------|---------------------------|-----------|--------|
| | | Invoice 117248 | | 990.93 |
| | | X21 PAPI Replacement | | |
| | | Pay App 01 (Construction) | | |
| | | 1/1/2020- 1/31/2020 | | |

TOTAL

\$990.93

Authorized Signature



AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

INVOICE

50080

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

February 11, 2020

Project No: 2020.0045.01
Invoice No: 117248
PAY APP #1

Project 2020.0045.01 X21 - PAPI CA Services

Via email to Ashley Campbell at acampbell@airport.com

Professional Services from January 01, 2020 to January 31, 2020

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---------------|-----------|------------------|---------------------------|----------------------|---------------------|
| Fee | 15,245.00 | 6.50 | 990.93 | 0.00 | 990.93 |
| Total Fee | 15,245.00 | | 990.93 | 0.00 | 990.93 |
| | | Total | | | 990.93 |
| | | | Total this Invoice | | \$990.93 |

Mark D. Smith
3/10/20

M

Mark D. Smith
NTP 12/11/19



Monthly Project Status Report
Titusville Cocoa Airport Authority
Arthur Dunn Airport
PAPI Improvements Project
Post Design Construction Administration (CA) Services



FAA AIP Project No.:

FDOT #:

FM 442480-1-94-01

Contract: G1713

TICO #:

AVCON #:

2020.0045.01

To: Michael D. Powell, C.M., ACE, Chief Executive Officer
Cc: Ashley Campbell, Manager of Finance & Grant Administration
Report Date: March 9, 2020
Reporting Period: January 1, 2020 through January 31, 2020
Accompanies Invoice: 117248 Pay Ap #1

Activity during Reporting Period:

- Awarded Contract
- Collected Bonds and Insurance
- Reviewed Shop Drawing Submittals

Upcoming Activities:

- Construction

Schedule:

| | | |
|--------------|-------------------------|----------|
| January 2020 | Contracts | Complete |
| January 2020 | Shop Drawing Submittals | Ongoing |
| April 2020 | Mobilization | Pending |
| May 2020 | Construction | Pending |
| June 2020 | Closeout | Pending |

Prepared By:

AVCON, Inc

A handwritten signature in black ink, appearing to read "Robert K. Hambrecht", is written over a horizontal line.

Robert K. Hambrecht, P.E.

Sr. Project Manager

| REFERENCE NO. | DESCRIPTION | INVOICE DATE | INVOICE AMOUNT | DISCOUNT TAKEN | AMOUNT PAID |
|---------------|---|--------------|-----------------|----------------|-------------|
| | Invoice 117246 X21 Airfield Markings Rehab Pay App 05 1/1/2020-1/31/2020 | | | | 1,000.00 |
| CHECK DATE | CHECK NO. | PAYEE | DISCOUNTS TAKEN | CHECK AMOUNT | |
| 3/13/20 | 38222 | AVCON | | \$1,000.00 | |

ORDERED BY:

Titusville-Cocoa Airport Authority

Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

Voice: 321-267-8780
Fax: 321-383-4284

PURCHASE ORDER

Purchase Order No.: 50081
Date Issued: 3/11/20

| |
|---|
| To: |
| AVCON 5555 E. Michigan St. Suite 200 Orlando, FL 32822 |


| |
|---|
| Ship To: |
| Titusville-Cocoa Airport Authority Operating Fund 355 Golden Knights Blvd. Titusville, FL 32780 USA |

| Good Thru | Ship Via | GL Number | Terms |
|-----------|----------|-----------|-------|
| 4/10/20 | | | |

| Quantity | Item | Description | Unit Cost | Amount |
|----------|------|-----------------------------|-----------|----------|
| | | Invoice 117246 | | 1,000.00 |
| | | X21 Airfield Markings Rehab | | |
| | | Pay App 05 | | |
| | | 1/1/2020-1/31/2020 | | |

| | |
|--------------|-------------------|
| TOTAL | \$1,000.00 |
|--------------|-------------------|

Authorized Signature





AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

INVOICE

50081

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

February 11, 2020
Project No: 2019.0045.04
Invoice No: 117246
PAY APP #5 ✓

Project 2019.0045.04 X21 Airfield Marking Improvements ✓

Need TO Number

Via email to Ashley Campbell at acampbell@flairport.com

Professional Services from January 01, 2020 to January 31, 2020

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|--------------------|-----------|------------------|-----------|----------------------|---------------------|
| Design and Bidding | 10,000.00 | 100.00 | 10,000.00 | 10,000.00 | 0.00 |
| CA and RPR | 10,000.00 | 10.00 | 1,000.00 | 0.00 | 1,000.00 |
| Total Fee | 20,000.00 | | 11,000.00 | 10,000.00 | 1,000.00 |
| Total | | | | | 1,000.00 |
| Total this Invoice | | | | | \$1,000.00 |

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 117084 | 1/16/2020 | 1,000.00 |
| Total | | 1,000.00 |

Mike Decker
3/10/20

M

Mark Decker



Monthly Project Status Report
Titusville Cocoa Airport Authority
Arthur Dunn Airport
Airfield Marking Improvements



FAA AIP Project No.:

FDOT #:

FM 442480-2-94-01

Contract: G1714

TICO #:

AVCON #:

2019.0045.04

To: Michael D. Powell, C.M., ACE, Chief Executive Officer
Cc: Ashley Campbell, Manager of Finance & Grant Administration
Report Date: March 9, 2020
Reporting Period: January 1, 2020 through January 31, 2020
Accompanies Invoice: 117246 Pay Ap #5

Activity during Reporting Period:

- Completed pavement marking design and plans preparation
- Submitted final 100% Design July 16, 2019
- Received bids on August 13, 2019
- Provided recommendation to award
- Prepared contracts
- Construction Submittal Review

Upcoming Activities:

- Construction

Schedule:

| | | |
|-----------------|-----------------------|----------|
| April 11, 2019 | Notice to Proceed | Complete |
| May 31, 2019 | 50% Design Submittal | Complete |
| July 2, 2019 | 90% Design Submittal | Complete |
| July 16, 2019 | 100% Design Submittal | Complete |
| July 16, 2019 | Bidding | Complete |
| August 13, 2019 | Open Bids | Complete |
| February 2020 | Start Construction | Pending |
| February 2020 | Complete Construction | Pending |

Prepared By:

AVCON, Inc.

A handwritten signature in black ink, appearing to read "Robert K. Hambrecht", is written over a horizontal line.

Robert K. Hambrecht, P.E.
Sr. Project Manager

Hi-Lite Airfield Services LLC
PO Box 597
Watertown, NY 13801
315 583-6111

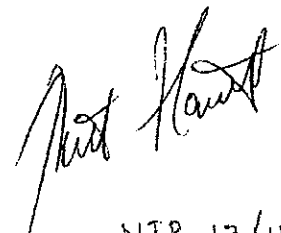
Contractor Invoice #5614

| | |
|--|---|
| Bill to: Titusville-Cocoa Airport Auth. 355 Golden Kinghts Blvd. Titusville, FL 32780 | Job: PRM-19-144 X21 Airfield Pavement Marking Improvements Project |
|--|---|

| | | |
|---------------------------|----------------|------------------------|
| Invoice #: 5614 | Date: 02/26/20 | Customer P.O. #: 50082 |
| Payment Terms: Net Due | | Salesperson: |
| Customer Code: TITUSVILLE | | |

Remarks: FROM DRAW REQUEST BILLING ENTRY

| Quantity | Description | U.M. | Unit Price | Extension |
|------------|-------------------------------------|------|------------|-----------|
| 1.000 | 0001 Mobilization | LS | 4,981.500 | 4,981.50 |
| 1.000 | 0002 Safety and Security | LS | 500.000 | 500.00 |
| 37,539.000 | 0303 Surface Preparation | SF | 0.250 | 9,384.75 |
| 23,390.000 | 0104 Runway and Taxiway Markings | SF | 0.630 | 14,735.70 |
| 17,967.500 | 0105 Runway and Taxiway Markings | SF | 0.480 | 8,624.40 |
| 5,316.000 | 0206 Pavement Marking Removal | SF | 1.750 | 9,303.00 |
| 8.000 | 0107 Surface Painted Hold Positions | EA | 200.000 | 1,600.00 |
| Subtotal: | | | | 49,129.35 |
| Total: | | | | 49,129.35 |



NTP 12/11/19



Monthly Project Status Report
Titusville Cocoa Airport Authority
Arthur Dunn Airport
Airfield Marking Improvements



FAA AIP Project No.:

TICO #:

FDOT #:

FM 442480-2-94-01

Contract: G1714

AVCON #:

2019.0045.04

To: Michael D. Powell, C.M., ACE, Chief Executive Officer

Cc: Ashley Campbell, Manager of Finance & Grant Administration

Report Date: March 10, 2020

Reporting Period: February 1, 2020 through February 29, 2020

Accompanies Invoice: Hi-Lite Invoice 5614

Pay Ap #1 (FINAL)

Activity during Reporting Period:

- Completed pavement marking design and plans preparation
- Submitted final 100% Design July 16, 2019
- Received bids on August 13, 2019
- Provided recommendation to award
- Completed construction submittal reviews
- Completed construction

Upcoming Activities:

- Final AVCON invoice (pending)

Schedule:

| | | |
|-------------------|-----------------------|----------|
| April 11, 2019 | Notice to Proceed | Complete |
| May 31, 2019 | 50% Design Submittal | Complete |
| July 2, 2019 | 90% Design Submittal | Complete |
| July 16, 2019 | 100% Design Submittal | Complete |
| July 16, 2019 | Bidding | Complete |
| August 13, 2019 | Open Bids | Complete |
| February 17, 2020 | Start Construction | Complete |
| February 21, 2020 | Complete Construction | Complete |

Prepared By:

AVCON, Inc.

Robert K. Hambrecht, P.E.

Sr. Project Manager

the 1990s, the number of people in the world who are under 15 years of age is expected to increase by 1.5 billion, from 1.1 billion in 1990 to 2.6 billion in 2010. The number of people aged 65 and over is expected to increase by 1 billion, from 350 million in 1990 to 1.4 billion in 2010. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2010. The number of people aged 65 and over is expected to increase by 1 billion, from 350 million in 1990 to 1.4 billion in 2010. The number of people aged 15-64 is expected to increase by 1.5 billion, from 2.5 billion in 1990 to 4.0 billion in 2010.

38238

| CHECK DATE | CHECK NO. | PAYEE | DISCOUNTS TAKEN | CHECK AMOUNT |
|------------|-----------|--------------------------------|-----------------|--------------|
| 3/13/20 | 38238 | Hi-Lite Airfield Services, LLC | | \$49,129.35 |

ORDERED BY:

Titusville-Cocoa Airport Authority

Operating Fund
355 Golden Knights Blvd.
Titusville, FL 32780
USA

Voice: 321-267-8780

Fax: 321-383-4284

PURCHASE ORDER

Purchase Order No.: 50082

Date Issued: 3/11/20

| |
|--|
| To: |
| Hi-Lite Airfield Services, LLC P. O. Box 597 Watertown, NY 13601 |

| |
|---|
| Ship To: |
| Titusville-Cocoa Airport Authority Operating Fund 355 Golden Knights Blvd. Titusville, FL 32780 USA |

| Good Thru | Ship Via | GL Number | Terms |
|-----------|----------|-----------|-------|
| 4/10/20 | | | |

| Quantity | Item | Description | Unit Cost | Amount |
|----------|------|-----------------------------------|-----------|-------------|
| | | Invoice 5614 | | 49,129.35 |
| | | X21 Airfield Markings Rehab ✓ | | |
| | | Pay App 01 FINAL (Construction) ✓ | | |
| | | 2/17/2020-2/26/2020 | | |
| TOTAL | | | | \$49,129.35 |

Authorized Signature





AVCON, INC.
ENGINEERS & PLANNERS

955 Croton Road
Melbourne, FL 32935
Phone: (321) 428-3777
www.avconinc.com

March 2, 2020

Ms. Ashley Campbell
Manager of Finance & Grant Administration
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

**Reference: Arthur Dunn Air Park
Airfield Pavement Marking Improvements Project
Pay Application 01 (FINAL)**

Dear Ms. Campbell:

Attached you will find Hi-Lite Airfield Services, LLC Application and Certification for **Payment No. 01 (FINAL)** in the amount of **\$49,129.35**. The pay application has been reviewed and approved by AVCON.

No retainage has been withheld from line items of direct work.

AVCON recommends payment to Hi-Lite Airfield Services, LLC in the amount shown. Please feel free to call me if you have any questions or require additional information.

Sincerely,

AVCON, INC.

A handwritten signature in black ink, appearing to read "Rob Hambrecht", written over a white background.

Rob Hambrecht, P.E.
Senior Project Manager

Attachments

Application and Certificate For Payment

Page 1

| | | | |
|--|--|--|---|
| To Owner: Titusville-Cocoa Airport Auth. 355 Golden Kinghts Blvd. Titusville, FL 32780 | | Project: X21 Airfield Pavement Marking Improvements Project | Application No: 01 (FINAL) Date: 02/26/2020 Period: 02/17/20 to 02/26/20 Architect's Project No: Contract Date: |
| From (Contractor): Hi-Lite Airfield Services LLC PO Box 597 Watertown, NY 13601 | | Contractor Job Number: PRM-19-144 Via (Architect): | |
| Phone: 315 583-6111 | | Contract For: | |

Contractor's Application For Payment

| Change Order Summary | Additions | Deductions |
|--|-----------|------------|
| Change orders approved in previous months by owner | | |
| Change orders approved this month | | |
| Totals | | |
| Net change by change orders | | |

| | |
|--|-----------|
| Original contract sum | 54,796.50 |
| Net change by change orders | 0.00 |
| Contract sum to date | 54,796.50 |
| Total completed and stored to date | 49,129.35 |
| Retainage | |
| 0.0% of completed work | 0.00 |
| 0.0% of stored material | 0.00 |
| Total retainage | 0.00 |
| Total earned less retainage | 49,129.35 |
| Less previous certificates of payment | 0.00 |
| Current sales tax | |
| 0.000% of taxable amount | 0.00 |
| Current sales tax | 0.00 |
| Current payment due | 49,129.35 |
| Balance to finish, including retainage | 5,667.15 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: _____
By: _____ **Date:** _____
State of: _____ **County of:** _____
Subscribed and sworn to before me this _____ day of _____
_____, (year). **Notary public:** _____
My commission expires _____

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 49,129.35

Engineer/Architect: _____ **Date:** 3/2/2020
By: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Michael J. [Signature]
3/2/20

Application and Certificate For Payment -- page 2

To Owner: Titusville-Cocoa Airport Auth.
 From (Contractor): Hi-Lite Airfield Services LLC
 Project: X21 Airfield Pavement Marking Improvements Project

Application No: 01 Date: 02/26/20 Period: 02/17/20 to 02/26/20
 Contractor's Job Number: PRM-19-144
 Architect's Project No:

| Item Number | Description | Unit | Contract Quantity | UM | Scheduled Value | Work Completed Previous Application | | Work Completed This Period | | Completed and Stored To Date | | Retention | Memo |
|-------------------|--------------------------------|------|-------------------|---------------|-----------------|-------------------------------------|--------|----------------------------|-----------|------------------------------|-----------|-----------|------|
| | | | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount | | |
| 01 | | | | | | | | | | | | | |
| 0001 | Mobilization | | 4,981.5000 | .000 LS | 4,981.50 | 0.00 % | 0.00 | 100.00 % | 4,981.50 | 100.00 % | 4,981.50 | 100.0 | 0.00 |
| Total | | | | | 4,981.50 | | 0.00 | | 4,981.50 | | 4,981.50 | | 0.00 |
| 02 | | | | | | | | | | | | | |
| 0002 | Safety and Security | | 500.0000 | .000 LS | 500.00 | 0.00 % | 0.00 | 100.00 % | 500.00 | 100.00 % | 500.00 | 100.0 | 0.00 |
| Total | | | | | 500.00 | | 0.00 | | 500.00 | | 500.00 | | 0.00 |
| 03 | | | | | | | | | | | | | |
| 0003 | Surface Preparation | | 0.2500 | 40,000.000 SF | 10,125.00 | .000 | 0.00 | 37,539.000 | 9,384.75 | 37,539.000 | 9,384.75 | 92.7 | 0.00 |
| Total | | | | | 10,125.00 | | 0.00 | | 9,384.75 | | 9,384.75 | | 0.00 |
| 04 | | | | | | | | | | | | | |
| 0104 | Runway and Taxiway Markings | | 0.6300 | 23,000.000 SF | 14,508.00 | .000 | 0.00 | 23,390.000 | 14,735.70 | 23,390.000 | 14,735.70 | 99.8 | 0.00 |
| Total | | | | | 14,508.00 | | 0.00 | | 14,735.70 | | 14,735.70 | | 0.00 |
| 05 | | | | | | | | | | | | | |
| 0105 | Runway and Taxiway Markings | | 0.4800 | 17,000.000 SF | 8,160.00 | .000 | 0.00 | 17,987.500 | 8,824.40 | 17,987.500 | 8,824.40 | 105.7 | 0.00 |
| Total | | | | | 8,160.00 | | 0.00 | | 8,824.40 | | 8,824.40 | | 0.00 |
| 06 | | | | | | | | | | | | | |
| 0206 | Pavement Marking Removal | | 1.7500 | 5,500.000 SF | 9,625.00 | .000 | 0.00 | 5,318.000 | 9,303.00 | 5,318.000 | 9,303.00 | 98.7 | 0.00 |
| Total | | | | | 9,625.00 | | 0.00 | | 9,303.00 | | 9,303.00 | | 0.00 |
| 07 | | | | | | | | | | | | | |
| 0107 | Surface Painted Hold Positions | | 200.0000 | 8.000 EA | 1,600.00 | .000 | 0.00 | 8.000 | 1,600.00 | 8.000 | 1,600.00 | 100.0 | 0.00 |
| Total | | | | | 1,600.00 | | 0.00 | | 1,600.00 | | 1,600.00 | | 0.00 |
| 08 | | | | | | | | | | | | | |
| 0408 | Rubber Removal | | 5,000.0000 | .000 LS | 5,000.00 | 0.00 % | 0.00 | 0.00 % | 0.00 | 0.00 % | 0.00 | 0.0 | 0.00 |
| Total | | | | | 5,000.00 | | 0.00 | | 0.00 | | 0.00 | | 0.00 |
| Application Total | | | | | 54,796.50 | | 0.00 | | 48,128.35 | | 48,128.35 | | 0.00 |



**Monthly Project Status Report
Titusville Cocoa Airport Authority
Arthur Dunn Airport
Airfield Marking Improvements**



FAA AIP Project No.:

**FDOT #:
FM 442480-2-94-01**

Contract: G1714

TICO #:

**AVCON #:
2019.0045.04**

To: Michael D. Powell, C.M., ACE, Chief Executive Officer

Cc: Ashley Campbell, Manager of Finance & Grant Administration

Report Date: March 23, 2020

Reporting Period: February 1, 2020 through February 29, 2020

Accompanies AVCON Invoice: 117444

Pay Ap #6 (FINAL)

Activity during Reporting Period:

- Completed pavement marking design and plans preparation
- Submitted final 100% Design July 16, 2019
- Received bids on August 13, 2019
- Provided recommendation to award
- Completed construction submittal reviews
- Completed construction

Upcoming Activities:

- none

Schedule:

| | | |
|-------------------|-----------------------|----------|
| April 11, 2019 | Notice to Proceed | Complete |
| May 31, 2019 | 50% Design Submittal | Complete |
| July 2, 2019 | 90% Design Submittal | Complete |
| July 16, 2019 | 100% Design Submittal | Complete |
| July 16, 2019 | Bidding | Complete |
| August 13, 2019 | Open Bids | Complete |
| February 17, 2020 | Start Construction | Complete |
| February 21, 2020 | Complete Construction | Complete |

Prepared By:

AVCON, Inc

A handwritten signature in black ink, appearing to read "Robert K. Hambrecht", is written over a horizontal line.

Robert K. Hambrecht, P.E.

Sr. Project Manager



AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 598-1122
Fax: (407) 599-1133
www.avconinc.com

INVOICE

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

March 13, 2020

Project No: 2019.0045.04

Invoice No: 117444

PAY APP #6 ✓

FINAL ✓

Project 2019.0045.04 X21 Airfield Marking Improvements

Need TO Number

Via email to Ashley Campbell at acampbell@flairport.com

Professional Services from February 01, 2020 to February 29, 2020

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|--------------------|-----------|------------------|-----------|----------------------|---------------------|
| Design and Bidding | 10,000.00 | 100.00 | 10,000.00 | 10,000.00 | 0.00 |
| CA and RPR | 10,000.00 | 100.00 | 10,000.00 | 1,000.00 ✓ | 9,000.00 |
| Total Fee | 20,000.00 | | 20,000.00 | 11,000.00 | 9,000.00 |
| Total | | | | | 9,000.00 |
| Total this Invoice | | | | | \$9,000.00 ✓ |

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 117246 | 2/11/2020 | 1,000.00 |
| Total | | 1,000.00 |

Michael J. Hill
4/8/20

Robert J. Hill

M



TIX → **SPACE COAST REGIONAL AIRPORT**
COI → **MERRITT ISLAND AIRPORT**
X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: April 16, 2020

ITEM DESCRIPTION – NEW BUSINESS ITEM F

Discussion and Consideration of Sublease at TIX

BACKGROUND

Space Coast Jet Center asks for the Board's approval of a sublease for hangar space at TIX

ISSUES

The term of the sublease is for six months.

ALTERNATIVES

The Board could approve, not approve, or offer some modification to the terms of the sublease.

FISCAL IMPACT

There is no impact to the Airport Authority.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the sublease for Space Coast Jet Center, and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

SUB-LEASE AGREEMENT
SPACE COAST JET CENTER, INC. - AIR USA, INC.
(Portion of Space Coast Jet Center Hangar - KTIK)

THIS AGREEMENT (hereinafter referred to as the "Sub-Lease") was made and entered into on the ____ day of April, 2020, by and between SPACE COAST JET CENTER, INC., a Florida corporation having its principal office at 7003 Challenger Avenue, Titusville Florida 32780 (hereinafter called "Jet Center"), and AIR USA, INC., a Nevada Corporation with offices at 1659 Highway 104, Quincy, Illinois 62305 (hereinafter called "Lessee").

BACKGROUND RECITALS

A. Jet Center leases and has possession of certain premises on Space Coast Regional Airport (KTIK) in Titusville, Florida (the "Airport") under a Master Lease with the Titusville-Cocoa Airport Authority dated May 18, 1998 ("Master Lease").

B. Lessee wishes to lease a portion of the Space Coast Jet Center Hangar from Jet Center, and Jet Center wishes to lease a portion of the Jet Center Hangar to Lessee, on the terms and conditions set forth in this Sub-Lease.

OPERATIVE TERMS AND CONDITIONS

In consideration of their mutual promises and covenants below, Jet Center and Lessee hereby agree as follows:

1. **Leased Premises.** Jet Center hereby leases, grants and sub-lets to Lessee the following premises (the "Premises"):

**Fifty Percent (50%) of the hangar space located at
7003 Challenger Avenue, Titusville, Florida 32780**

2. **Lease Term.** The term of this Sub-Lease shall be for six (6) months, commencing on the 6th day of April, 2020, and ending on the 30th day of September, 2020.

3. **Rents. Fees. Utility Costs.** Lessee agrees to pay Jet Center the following rents, fees, and utility costs:

- A. **Rents** – Two Thousand Six Hundred U.S. Dollars (US\$2,600.00) per month, plus applicable Florida sales and use tax. Rent shall be due on the first day of each month and shall be deemed overdue after the 10th day of each month. Overdue rent shall be subject to a five percent (5%) late payment fee and give rise to an Event of Default under Paragraph 8 of this Sub-Lease. The pro-rated rent for April shall be \$2,166.75 (\$86.67/day x 25 days), plus applicable Florida sales and use tax. The pro-rated Rent will be due within three (3) days of the execution of this Sub-Lease.
- B. Jet Center shall provide normal trash removal, water, sewer, and electrical service, and basic telecommunications services, including local telephone and high speed internet (not to exceed 1 Mbps).

4. Maintenance and Repairs.

- A. Lessee hereby warrants that it has inspected the Premises and accepts the Premises in an "as-is" condition at the commencement of this Sub-Lease.
- B. Jet Center shall be responsible for the maintenance of the structural, mechanical, plumbing, air conditioning, and electrical components of the Premises (except for air conditioning filters and light bulbs, which shall be the responsibility of Lessee). Lessee shall be responsible for all other maintenance of the Premises.
- C. Lessee shall make no modifications or alterations of any kind to the Premises, nor place any markings or signage on the Premises, without Jet Center's prior written approval.
- D. Lessee shall be responsible for any damages to the Premises occurring during the term of this Sub-Lease, ordinary wear and tear excepted.

5. Use of the Premises.

- A. Lessee shall have the limited right to use the hangar space to perform maintenance on its aircraft. No other use of the Premises is permitted under this Sub-Lease. In the event of any non-permitted use of the Premises by Lessee, this Sub-Lease shall be subject to termination at the discretion of Jet Center.
- B. Parking of motor vehicles shall be confined to the parking area on the west side of the building. No motor vehicles will be permitted inside the Airport gate.
- C. Lessee shall keep the Premises clean and free of debris at all times, and shall report to Jet Center any defects which Lessee believes require maintenance.
- D. Lessee covenants and agrees that its use of the Premises shall conform to all federal, state, and local laws, and all rules and regulations issued by the Titusville-Cocoa Airport Authority. Lessee agrees to participate in and comply with Jet Center's Safety Program, and to abide by and cooperate with Jet Center in the enforcement and implementation of applicable federal and state laws and the Airport Authority's rules and regulations.
- E. Lessee's rights under this Sub-Lease shall be subject and subordinate to Jet Center's Master Lease with the Titusville-Cocoa Airport Authority.

6. Insurance Coverages and Indemnification.

- A. At all times during the term of this Sub-Lease, Lessee shall maintain policies of insurance providing the minimum coverages set forth below, with insurance carriers and under policy forms reasonably satisfactory to Jet Center. All policies of insurance shall name Jet Center and the Titusville-Cocoa Airport Authority as additional insureds. Lessee shall provide Jet

Center and the Airport Authority with certificates of insurance for all such policies, and all such policies shall require that the insurance carrier provide Jet Center and the Airport Authority with no less than thirty (30) days' notice of any cancellation of coverage:

- i. Premises Personal Injury Liability Coverage with limits of no less than \$2,000,000.00 per incident or occurrence, for bodily injury or death on the Premises or on the Airport, caused by an event occurring on the Premises or by any act or omission by Lessee, its employees, agents, contractors, servants, or other invitees; and
- ii. Property Damage Liability Coverage with limits of no less than \$2,000,000.00 per incident or occurrence, for damage to property on the Premises or on the Airport caused by any act of omission by Lessee, its employees, agents, contractors, servants, or other invitees.

- B. At all times during the term of this Sub-Lease, Lessee shall hold Jet Center and the Airport Authority harmless against any loss, claim, and/or demand of whatever nature arising from any act or omission on the part of Lessee, its employees, agents, contractors, servants, or other invitees.

7. Taxes. Lessee shall pay all taxes and assessments (including but not limited to sales and use taxes, real estate taxes, tangible personal property taxes, and intangible personal property taxes) generated by Lessee's use of and activities on the Premises, and from Lessee's leasehold and/or possessory interest in the Premises.

8. Events of Default and Remedies.

- A. Events of Default. The prompt payment of the rent and other sums of money payable hereunder, and the prompt, full, and faithful observance of all other terms and conditions of this Sub-Lease, are essential conditions upon which this Sub-Lease is made by Jet Center and accepted by the Lessee. The following events shall be deemed to be Events of Default by Lessee under this Sub-Lease:

- i. Failure to pay any rent or other monies due to Jet Center within ten (10) days of the due date, or within ten (10) days after receipt of written notice that the payment is delinquent.
- ii. Failure to perform or comply with any term, condition, provision, covenant or agreement of this Sub-Lease, other than the payment of rent or other monies, if not cured by Lessee within ten (10) days after Lessee's receipt of written notice thereof.
- iii. Lessee's bankruptcy, insolvency, or assignment for the

benefit of creditors.

- B. Remedies. Upon the occurrence of any Event of Default, Jet Center shall have the right and option to pursue any one or more of the following remedies, without any further notice or demand whatsoever (except as may be required by law):
- i. Terminate this Sub-Lease and declare all sums due, or to become due, under this Sub-Lease to be immediately due and payable. In such event, Jet Center may also, without prejudice to any other remedy which it may have for sums due and payable, enter upon and take possession of the Premises and remove the Lessee or any other person who may be occupying said Premises or any part thereof, as set forth below. Should the Lessee or its agents attempt to hold said Premises or any part thereof after such repossession by Jet Center, Lessee shall be deemed guilty of forcible detainer of the Premises under the statutes of the State of Florida, and shall be subject to eviction or removal in accordance with Florida law;
 - ii. Enter upon and take possession of the Premises and expel or remove the Lessee and any other person who may be occupying said Premises or any part thereof, re-let the Premises, and receive the rent therefore; Lessee agrees to pay to Jet Center, on demand, any deficiency that may arise by reason of such re-letting; and/or
 - iii. Enter upon and take possession of the Premises, and do whatever the Lessee is obligated to do under the terms of this Sub-Lease; Lessee agrees to reimburse Jet Center, on demand, for any expenses which Jet Center may incur in effecting compliance with the Lessee's obligations under this Sub-Lease.

Forbearance by Jet Center to enforce one or more of the remedies provided herein upon an Event of Default shall not be deemed or construed to constitute waiver of such default. In the event of a default by Lessee resulting in a termination of this Sub-Lease, Jet Center shall use reasonable efforts to re-let the Premises on commercially reasonable terms and to collect all amounts due on account of such re-letting.

9. General Provisions.

- A. Survival of Terms and Conditions. In the event any term or condition of this Sub-Lease is construed by a court of law to be invalid or unenforceable, it is the intention of the Parties that all other terms and conditions of this Sub-Lease shall remain in full force and effect.
- B. No Assignment or Sub-Letting. This Sub-Lease cannot be assigned by Lessee, nor can any portion of the Premises be sub-let by Lessee.

- C. Right of Entry. Jet Center reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection Jet Center deems expedient to the proper enforcement of any of the covenants or conditions of this Sub-Lease.
- D. Choice of Law and Dispute Resolution. This Sub-Lease was entered into in Brevard County, Florida, between a Florida corporation and a Nevada corporation. This Sub-Lease shall be governed by Florida law, and any disputes arising under this Sub-Lease shall be resolved by litigation in the State of Florida courts serving Brevard County, Florida.

10. Approval Required By Airport Authority. This Sub-Lease is contingent upon approval by the Titusville-Cocoa Airport Authority. Until such approval is granted, Lessee shall have possession of the Premises on a contingent month-to-month basis, upon the terms set forth herein.

LESSOR:

SPACE COAST JET CENTER, INC.,
A Florida Corporation

By: _____

Title: _____

Dated: _____

Attest: _____

Title: _____

Dated: _____

LESSEE:

AIR USA, INC.
A Nevada corporation

By: _____

Title: _____

Dated: _____

Attest: _____

Title: _____

Dated: _____

THIS SUB-LEASE IS APPROVED:

Titusville-Cocoa Airport Authority:

By: _____

Date: _____