



Mr. John Craig, Acting Chairman
Mr. Donn Mount, Vice Chairman/
Treasurer
Mr. Al Elebash, Secretary
Mr. Roger Molitor
Mr. Al Voss
Mr. Mark Grainger
Mr. Jerry Sansom

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

AGENDA
REGULAR MEETING
MAY 20TH, 2021 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: Steve Borowski, Director of Aviation for Brevard County/Manager of Valkaria Airport and Lisa Waters, Florida Airports Council President and CEO - Discussion and Presentation of Applicants for TCAA Director of Airports Position
- 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. March 18, 2021 - Regular Meeting
- 2. March 25, 2021 - Special Meeting
- 3. April 05, 2021 - Special Meeting 'Workshop'
- 4. April 15, 2021 - Regular Meeting

VII. OLD BUSINESS:

- a. Investigative Findings of TCAA Counsel - Complaint Submitted by TCAA Fire Chief Terry Wooldridge
- b. Discussion and Consideration of an Extension and Change to the Exclusive Leasing Agreement with Lightle, Beckner, Robinson, Inc

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
APRIL 15, 2021 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.

VIII. NEW BUSINESS:

- a. Discussion and Consideration of the Amendment of the Space Coast Executive Jet Center Lease
- b. Discussion and Consideration of the Lease of Office Space at Space Coast Regional Airport to Integra Jet, LLC
- c. Discussion and Consideration of an Agreement with Peak Harvest Services at Space Coast Regional Airport
- d. Discussion and Consideration of Changes to TCAA Policy Section 110.00 Purchasing Procurement
- e. Discussion and Consideration of the Replacement of the Air Conditioning Unit at U.S. Aviation Training Solutions Building
- f. Consideration of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects
- g. Discussion and Consideration of the Proposed 2021-2022 Fiscal Year Budget

XI. INFORMATION SECTION:

- a. Interim Executive Director
 - Current Project Status
 - Grant Receivables Last 30 Days
 - T-Hangar Inspection Status
 - Arthur Dunn Property Inventory
 - Social Media/Website Rebranding
 - Authority Employee Wages

Action Items:

- Provide Prioritized List of Repairs for "T-Hangar Maintenance" Budget Line Item

Discussion Items:

- Updating Policies & Procedures, Minimum Standards, Rules & Regulations, etc. - Working with Mr. Bird

- b. Attorney Report
 - Pending
- c. Check Register

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

Mr. Justin Hopman, ACE
Interim Executive Director

Mr. John Craig
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on March 18, 2021 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present in person: Mr. Donn Mount, Acting Chair/Treasurer; Mr. Al Elebash, Secretary; Mr. Roger Molitor; Mr. Michael D. Powell C.M, ACE, CEO; Mr. Justin Hopman, ACE, Interim Airport Director; Mr. Adam Bird, Attorney. The following members were present via video conference; Mr. John Craig, Vice Chairman; Mr. Jerry Sansom; Mr. Mark Grainger; Mr. Al Voss was absent.

Call to Order

Mr. Mount called the meeting to order and determined that a quorum was not present. Mr. Craig stated that since there was not a quorum present, the board could still discuss some of the things that were on the agenda. Mr. Craig stated that the board could still give direction to the attorney and Mr. Hopman on how to conduct the search for the CEO's replacement. Discussion continued.

Mr. Craig stated that there were several entities that had reached out to give assistance on the search, including the County. Mr. Sansom asked if the County had offered to help assist on the costs of a search firm. Mr. Craig stated that it wasn't offered, but he didn't ask either. Mr. Sansom stated that it might be something that the board should explore. Discussion continued.

Mr. Mount stated that he preferred to do the search in house, without the assistance and cost of a firm, unless the candidates didn't meet expectations. Mr. Mount stated that the board just needed to come up with a plan. Mr. Molitor concurred. Mr. Elebash stated that the first thing the Airport Authority needed was a job description. Mr. Mount stated that Steve Borowski from Valkaria Airport and a couple of other retired experts from FAA and FDOT were willing to help the Airport Authority formulate a plan. Discussion continued.

Mr. Mount stated that perhaps the Board should hold a special meeting, and asked if there would have to be a quorum in order to do that. Mr. Bird stated that the Board could hold the meeting, but if there was no quorum they couldn't take any action. Mr. Bird stated that they may want to use a date when enough board members were available to make a quorum. Mr. Mount polled the Board to see when they would be available. The Board came to a consensus that there would be a Special Meeting on Thursday, March 25th at 8:30 a.m., with the agenda being to make a decision on a job description and salary range for the CEO replacement, as well as a time frame. Discussion continued.

Discussion

Mr. Hopman gave an update on his transition into the Interim Director position, stating that a temporary CPA had been hired to help bridge the gap until the new

director came on and hired whoever they wanted to take the position of Finance Manager.

Mr. Hopman gave an update on the hangar inspections, and presented the Board with a Power Point presentation showing the progress. Discussion continued.

Mr. Hopman stated that there were invoices that needed to be presented and approved, but hopefully that could be done at the special meeting as long as there was a quorum. Mr. Hopman stated that there had been a discussion with FDOT to perhaps lift the requirement of reading and approving the invoices, and turned the floor over to Mr. Aaron McDaniel from Michael Baker International to explain. Mr. McDaniel stated that he had spoken with Ms. Allison McCuddy from FDOT who was working with management and that the requirement to read the invoices to the Board was still there, but last year they had released the requirement to provide the meeting minutes. Mr. McDaniel stated that the Ms. McCuddy was open to discussing it and would get back to him at a later date. Discussion continued.

Mr. Molitor asked about the truck purchases that had been on the agenda for approval. Mr. Hopman explained that over the last few years the majority of the fleet vehicles had been replaced, and gave a brief description of the last two vehicles that needed to be replaced. Discussion continued.

Mr. Mount asked Mr. Hopman to put the vehicle purchase approval on the agenda for the next meeting.

Attorney Report

Mr. Bird stated that he was prepared to talk about Mr. Hopman's compensation and classification plan, as well as potentially go over some of the Sunshine Law issues that go into the search process. Mr. Bird stated that it was probably better to wait for the next meeting to go over those things, but he would happy to discuss them now if the Board so desired. Mr. Mount asked if both of those items needed Board approval. Mr. Bird stated that in regards to Mr. Hopman's compensation and classification, it would need Board approval, but the Sunshine matter didn't need approval. Mr. Mount asked Mr. Bird to send that information out before the next meeting. Mr. Bird stated that he would.

Presentation by Mr. Aaron McDaniel

Mr. Mount turned the floor over to Mr. McDaniel. Mr. McDaniel stated that the Board had asked him to put together some quick drawings about some revenue producing projects that Airport Authority could choose to move on. Mr. McDaniel handed the drawings out to the Board and went through each prospective project by airport. Discussion continued.

Discussion

Mr. Mount stated that one of the things the Board discussed at the last meeting was the grant reimbursements from FDOT and FAA, and wanted to know if there were any reimbursements received since the last provided report. Mr. Powell asked Ms. Ashley Campbell to explain the Cash Position sheet that had been provided, and where the Airport Authority was with the reimbursables. Ms. Campbell stated that the financials were actually from the end of February and a good amount of that receivable would be in the account in reports for March. Ms. Campbell stated that she provided a list of all the draws that had been processed and draws that were awaiting approval at a board meeting which could be processed. Discussion continued.

The Board discussed the proposed revenue building projects at TIX that Mr. McDaniel had presented. Discussion continued.

Public & Tenants Report - None

Adjournment

Mr. Mount adjourned the meeting at 10:08 a.m.

DONN MOUNT, ACTING CHAIRMAN

AL ELEBASH, SECRETARY

TITUSVILLE – COCOA AIRPORT AUTHORITY

A Special Meeting of the Titusville - Cocoa Airport Authority was held on March 25, 2021 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. John Craig, Vice Chairman; Mr. Donn Mount, Treasurer; Mr. Al Elebash, Secretary; Mr. Roger Molitor; Mr. Al Voss; Mr. Justin Hopman, ACE, Interim Airport Director; Mr. Adam Bird, Attorney. Mr. Jerry Sansom and Mr. Mark Grainger were in attendance via video conference.

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. Elebash made the motion. Mr. Voss seconded. Mr. Craig called the question. All voted aye. Motion passed.

Appearances – None**Presentations – TCAA Fire Chief Presentation of NFPA 409 TCAA Rules and Regulations**

Mr. Justin Hopman gave a brief overview, stating that at the last regular board meeting there was discussion about what could and could not be done in the hangars, so he thought it would be a good idea to have Chief Wooldridge come and discuss the NFPA requirements. Mr. Hopman turned the floor over to Chief Wooldridge.

Chief Wooldridge gave a Power Point Presentation, discussing each airport and the violations that were found in some of the t-hangars, as well as the TCAA Rules and Regulations and the NFPA 409 Standard on Aircraft Hangars. Discussion ensued amongst the Board.

Mr. Craig gave Staff the direction to reach out to Mr. Steve Borowski the Director of Aviation for Brevard County, and have him come and visit each of the Airport Authority's airports to assess the situation and give suggestions on leases, hangar locks and regulations. Discussion continued.

Mr. Mount asked about Chief Wooldridge about hangar tenants having insurance. Chief Wooldridge stated that he talked to several entities that leased hangars and almost everybody stated that the Airport Authority needed to get copies of insurance policies from the tenants with the Authority being named as additional insured. Chief Wooldridge stated that there was no insurance criteria in the lease

language. Mr. Craig asked Mr. Bird to investigate what the insurance basics would be from a legal standpoint. Mr. Bird stated that he would. Discussion continued.

Consent Agenda

Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:

1. February 18, 2021 – Regular Meeting
2. March 5, 2021 – Special Meeting

Mr. Craig called for a motion to approve the Consent Agenda. Mr. Mount made a motion to approve the Consent Agenda as presented. Mr. Molitor seconded. Mr. Craig called the question. There were no objections. Motion passed.

Old Business

Item A – Investigative Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Terry Wooldridge

Mr. Bird stated that he didn't have anything to add to his initial presentation, but if there were any additional questions he would be happy to answer them at this time.

Mr. Craig asked if the Board wanted to give any direction to Mr. Bird or Mr. Hopman, stating that there was a complaint that was sitting out and something would have to be done. Mr. Mount stated that there was still an investigation with the State Commission on Ethics that was pending, and asked if anything had happened on that. Mr. Bird stated that he had not been notified of any findings so far. Mr. Mount stated that it was about as far as the Airport Authority could go until the Ethics portion was completed. Discussion continued.

Mr. Voss made a motion to postpone the item. Mr. Molitor seconded. Mr. Craig called the question. There were no objections. Motion passed.

Item B – Discussion and Approval of Two New Vehicles for the Facilities Department

Mr. Hopman gave an overview of the item, stating that it had been discussed at the last meeting, but since there was not a quorum, no action could be taken. Mr. Mount made a motion to approve the purchase of the vehicles. Mr. Elebash seconded. Discussion continued.

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

Item C – Discussion of Job Description, Title and Pay Range for the CEO's Replacement

Mr. Craig asked the Board if they were able to have a look at the job description and materials that Mr. Aaron McDaniel from Michael Baker had drafted. Mr.

Craig stated that he didn't feel there was any action that needed to be taken at this point and it was probably more of a discussion item.

Mr. Mount stated that he felt the term CEO should change. Mr. Mount also provided copies of some changes he was suggesting to Mr. McDaniel's document, stating that he also had a copy of a job description of an Airport Manager job that had been advertised through the Florida Airport Council.

Mr. Craig stated that one of the firms that had provided a proposal reached out and provided a proposal regarding an organizational alignment. Mr. Craig stated that it raised the question as to how the organization needed to look, in regards to possible titles for the CEO replacement, and what it was that the Airport Authority wanted that individual to do. Discussion continued.

Mr. Mount stated that he spoke with Jerry Visco, head of Human Resources of Brevard County about the possibility of the County helping out with the advertisement, as well as Florida Airport Council and AAAE. Mr. Mount stated that he would rather put the advertisement out to those entities rather than pay a firm to do it.

Mr. Craig discussed a timeline for the search, stating that they would need to discuss compensating Mr. Hopman for the added responsibilities and the budget process was coming up. Mr. Craig stated that they could get a basic budget out and then amend it along the way, noting that there would probably be significant changes based on what the auditors had told the Board. Mr. Craig suggested holding a special workshop that concentrated just on that timeline and then giving Mr. Hopman direction to execute ideas based on the workshop, in turn coming back to the Board for a final vote. Discussion continued.

Mr. Hopman stated that the most urgent thing for him right now was to have the ability to hire staff, stating that the Airport Authority was down two positions in Facilities and the growing season was coming up. Mr. Hopman stated that the Finance Manager position had a lot to transfer over, but he had hired a temporary CPA, but he was under the impression she didn't want to do it long term. Mr. Hopman stated that the CPA recommended hiring a clerk to help with the day to day operations. Discussion continued.

Mr. Grainger stated that he had concerns that Mr. Hopman was considered a manager, and Chief Wooldridge was reporting to him, but Chief Wooldridge was a director. Mr. Grainger stated that he felt that needed to be corrected at this Board meeting because it wasn't a proper organizational structure. Mr. Bird stated that his understanding of the Board action regarding that was to elevate Mr. Hopman to the position of Director. Mr. Grainger stated that compensation should be addressed. Discussion continued.

Mr. Bird explained the levels of the positions and the pay range for each level. Mr. Bird stated that the level seven pay range which was exclusively assigned to the Executive Director position had a pay range that topped out at \$85,280. Mr. Bird

stated that the level eight range was exclusive to the CEO position and had no limit on the pay range. Mr. Bird continued to explain the reasons for giving an increase. Mr. Bird also stated that government employees cannot be retroactively paid unless it was for a reclassification. Discussion continued.

Mr. Craig asked the Board what they would like to do. Mr. Craig stated that he wanted to compensate Mr. Hopman appropriately, but he was not a big fan of re-writing a contract and he felt it would be best to stay within the classification system. Discussion continued.

Mr. Bird recommended that the Board reclassify Mr. Hopman as Executive Director for payment. Mr. Craig stated that he felt there was a consensus that it was the way the Board wanted to go, and asked Mr. Bird to state the motion. Mr. Bird stated the motion to reclassify Mr. Hopman as a Level 7 Executive Director under the Airport Authority classification plan going back to March 5, 2021 with a salary of \$85,280 annually. Mr. Elebash made the motion. Mr. Voss seconded. Mr. Craig called the question. All voted aye. Motion passed.

Mr. Craig suggested holding a workshop to discuss more of the details of the job search and polled the Board to see what dates would work for everyone. The Board came to the consensus to hold a workshop on Monday, April 5th, 2021 at 3:00 p.m. Discussion continued.

New Business

Item A – Discussion and Selection of a Chairman and Vice Chairman to the Airport Authority Board of Directors

Mr. Craig opened the floor for nominations. Mr. Sansom nominated Mr. Craig for Chairman. Mr. Craig stated he would be happy to serve as Chairman. There were no additional nominations. Mr. Voss made a motion to elect Mr. Craig as Chairman. Mr. Elebash seconded. Mr. Craig called the question. There were no objections. Motion passed.

Mr. Craig opened the floor for nominations for a Vice Chairman. Mr. Molitor nominated Mr. Mount. Mr. Mount nominated Mr. Elebash. Mr. Elebash stated that he would like to decline. Mr. Mount stated that he was Treasurer and wasn't sure if he could hold two positions. Mr. Bird stated that he could. Mr. Craig closed the nominations. Mr. Elebash made a motion to elect Mr. Mount as Vice Chairman. Mr. Voss seconded. Mr. Craig called the question. There were no objections. Motion passed.

Item B – Discussion and Consideration of an Amendment to the Lease for Building 51 at TIX

Mr. Hopman gave a brief overview of the item, stating that the tenants in Building 51 at Space Coast Regional Airport, Global Aviation, were seeking an amendment to their lease to a one year lease with two, six month options. Discussion continued.

Mr. Elebash made a motion to approve the amendment. Mr. Voss seconded. Mr. Craig called the question. There were no objections. Motion passed.

Item C – Discussion and Consideration of Supplemental Staff Services by the General Consulting Firms

Mr. Hopman gave an overview of the item, stating that during the transition at the Airport Authority, Staff would like approval to utilize the extra services of the consultants to assist. Mr. Hopman stated that Staff had provided copies of the draft supplemental agreements by Michael Baker International and AVCON. Mr. Craig stated that the supplemental staff services would be used at Mr. Hopman's discretion. Discussion continued.

Mr. Molitor made a motion to approve the agreements. Mr. Mount seconded. Discussion continued.

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

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

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

Mr. McDaniel presented Pay Request Number 4 in the amount of \$1, 873.82 from Michael Baker, which was for the Hangar 52 Demolition Project at Space Coast Regional Airport. Discussion continued.

Mr. McDaniel presented Pay Request Number 4 in the amount of \$32,515.91 from Michael Baker International, which was for the Runway 9-27 Rehabilitation Project at Space Coast Regional Airport. Discussion continued.

Mr. McDaniel presented Pay Request Number 4-A in the amount of \$12,226.43 from Michael Baker International, which was for the VAC Apron (50/50) Project at Space Coast Regional Airport.

Mr. McDaniel presented Pay Request Number 4-B in the amount of \$6,113.21 from Michael Baker International, which was for the Taxi lane and Apron (80/20) Project at Space Coast Regional Airport.

Mr. McDaniel presented Pay Request Number 9 in the amount of \$304,898/36 from V.A. Paving, Inc. and Pay Request Number 9 in the amount of \$46,821.67 from Michael Baker International, which were for the South Apron & Runway 11/29 Rehabilitation Project at Merritt Island Airport. Discussion continued.

Mr. Molitor made a motion to approve the invoices. Mr. Elebash seconded. Mr. Craig called the question. There were no objections. Motion passed.

Item E – 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 3 – Final in the amount of \$22,432.00 from Aviation Construction & Electric, LLC, which was for the PAPI Replacement Project at Arthur Dunn Airpark. Discussion continued.

Mr. Craig stated that he felt the consultants worked for the administration and he would like to see leadership give updates on the projects instead of the consultants. Discussion continued.

Mr. Molitor made a motion to approve the invoices. Mr. Voss seconded. Mr. Craig called the question. There were no objections. Motion passed.

Information Section**Interim Airport Director Report**

Mr. Hopman reported that his biggest issue had been hiring staff, which the Board had addressed. Mr. Hopman stated that he would look at the budget and see what could be done. Mr. Hopman stated that if the Airport Authority was holding off on hiring a Finance Manager, at least he could hire a bookkeeper to assist and also continue hiring for the open positions in the Facilities Department. Discussion continued.

Mr. Hopman reported that there were still about 70 hangars that needed to be inspected and Staff would start cutting locks after all efforts of contact had been exhausted. Mr. Hopman stated that he and Mr. Mount had discussed the process of making repairs to the hangars. Discussion continued.

Mr. Hopman concluded his report.

Attorney Report

Mr. Bird reported that he was still working on some outstanding issues. Mr. Craig asked Mr. Bird if he could put together a list of what to expect regarding updating the policies and how the procedure should go. Mr. Bird stated that he would.

Mr. Bird concluded his report.

Check Register & Budget to Actual – Presented**Administration & Project Reports – Presented****Authority Members Report**

Mr. Molitor discussed Exploration Park West and how the Airport Authority could put themselves in a position to be “Shovel Ready”.

Mr. Mount asked about the USATS air conditioning system. Mr. Hopman stated it was out for bid.

Mr. Mount asked Mr. Hopman where the open positions were being posted. Mr. Hopman stated that they were on Career Source and the Airport Authority website.

Mr. Mount discussed the audit, and asked when it would be done. Mr. Hopman stated it was almost complete.

Mr. Mount asked about the terms of the loan. Discussion continued.

Mr. Mount discussed the time the Board meetings were held, and suggested that the Board consider holding them in the afternoon rather than the morning. Discussion continued.

Public & Tenants Report – None

Adjournment

Mr. Craig adjourned the meeting at 10:30 a.m.

JOHN CRAIG, CHAIRMAN

AL ELEBASH, SECRETARY

TITUSVILLE – COCOA AIRPORT AUTHORITY

A Workshop of the Titusville - Cocoa Airport Authority was held on April 5, 2021 at 3:00 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman/Treasurer; Mr. Al Elebash, Secretary, via videoconference; Mr. Jerry Sansom, via videoconference; Mr. Roger Molitor; Mr. Al Voss; Mr. Mark Grainger; Mr. Justin Hopman, Interim Executive Director. Mr. Adam Bird, Attorney, was in attendance via videoconference.

Call to Order

Mr. Craig called the workshop meeting to order and gave a brief overview of the protocol of workshops. Mr. Craig stated that at a workshop the Board could discuss a variety of things but couldn't take action on anything regarding policy or anything monetary. Mr. Craig stated that what they could do was give direction to Mr. Hopman to carry out whatever it was, whether it was a job listing or job description. Mr. Craig asked Mr. Hopman if there were any updates based on things that had transpired since the last meeting.

Mr. Hopman stated that there had been some staff changes, and Ms. Ashley Campbell, the Finance Manager, was no longer on staff, and Mr. Powell was no longer present at the office until his end date. Mr. Hopman stated that the auditor's report was finished and there would be a presentation the next Regular Meeting. Mr. Hopman stated that Staff had posted the Accounting Specialist position and there were still Facilities Technician spots posted. Discussion continued.

Mr. Hopman stated that a representative from FDOT was coming over next week to do some training with Staff on the grant process. Discussion continued.

Mr. Craig stated that Mr. Steve Borowski from Valkaria Airport was present.

Mr. Craig stated that he had spoken with Lightle, Beckner & Robison and there seemed to be some confusion as to what the agreement was with them. Mr. Craig asked if Mr. Molitor could get together with Mr. Hopman and try to work out the agreement with them.

Agenda Item III**Item A – Discussion of Job Description, Title and Pay Range for the CEO's Replacement**

Mr. Craig gave a brief overview of the item, stating that he believed the Board was committed to doing the job search internally. Mr. Craig stated that there were members of the community like Mr. Borowski, the Airport Authority attorney and the County attorney to help with the vetting of candidates. County staff could also

help with interview logistics if and when it came to that point. Discussion continued.

Mr. Adam Bird, attorney, entered the workshop via videoconference.

Mr. Craig asked if there were any questions or concerns regarding the presented job description. Mr. Mount gave a brief overview of the latest amendments to the description, to include the requirement that the candidate should live in Brevard County and have a pilot's license. Discussion continued.

The Board, Mr. Borowski and Mr. Aaron McDaniel from Michael Baker International discussed how to implement knowledge and experience in the space program to further the development of the spaceport at TIX, whether that knowledge and experience would be on the Staff side, or whether to bring someone else in that did. Discussion continued.

Mr. Craig asked the Board what they thought the title should be. The Board came to the consensus that the title should be Director of Airports. Mr. Bird stated that the title would be fine, but the classification system may need to be changed due to the fact the top position was currently identified as a CEO. Discussion continued.

The Board discussed whether the position should be contracted or not. The Board came to the consensus that the position should be contracted because this position serves at the pleasure of the Board and any of the other personnel decisions were controlled by the contracted position. Discussion continued.

The Board discussed the pay range, and came to a consensus that the range should be \$120,000 to \$150,000. Discussion continued.

Mr. Craig stated that the intent was to not discuss the benefits package right now, but asked the Board to start thinking about what they wanted to see in the contract. Mr. Craig also stated that the Board also needed to think about the evaluation system, because he felt the current system was antiquated and not really relevant, stating that it didn't give the Board a good look at what the individual was doing. Discussion continued.

The Board discussed crafting the job description correctly. Mr. Bird agreed to reach out to the County to make sure everything in the description would be legal and correct. Mr. Craig asked Mr. Hopman to work with Mr. Bird and Staff to get the job description posted. Mr. Hopman stated that he would comply. Discussion continued.

The Board came to the consensus that the position should be posted on AAA, Florida Airports Council, on the Airport Authority website and through the County. Mr. Craig asked the Board if they wanted to see the posting before it went public. The Board concurred that they would.

The Board came to the consensus that the posting should be a minimum of two weeks and if they thought they needed more time they would extend it. Discussion continued.

Adjournment

Mr. Craig adjourned the workshop meeting at 4:14 p.m.

JOHN CRAIG, CHAIRMAN

AL ELEBASH, SECRETARY

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on April 15, 2021 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. John Craig, Chairman; Mr. Al Elebash, Secretary; Mr. Jerry Sansom, via videoconference; Mr. Roger Molitor; Mr. Al Voss; Mr. Mark Grainger; Mr. Justin Hopman, Interim Executive Director; Mr. Adam Bird, Attorney. Mr. Donn Mount, Vice Chairman/Treasurer, was 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. Molitor made the motion. Mr. Grainger 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. March 25, 2021 – Regular Meeting
2. April 05, 2021 – Special Meeting ‘Workshop’

Item B – Resolutions for FDOT Grants

1. Hangar Demolition at Space Coast Regional Airport
2. Runway 9/27 Rehab Design at Space Coast Regional Airport
3. East Side Apron (Valiant Air Command 50/50) at Space Coast Regional Airport
4. Taxi lane and Apron (East Side) at Space Coast Regional Airport
5. North Area Security and Infrastructure at Merritt Island Airport
6. South Apron Project at Merritt Island Airport
7. PAPI Replacement at Merritt Island Airport
8. Corporate Hangar (Grainger 50/50) at Merritt Island Airport

Mr. Hopman stated that Staff was unable to type the minutes, so they would be deferred to the next meeting.

Mr. Hopman stated that the resolutions that were previously approved, but FDOT required them to be rewritten and approved so he could sign for the projects.

Mr. Craig called for a motion to approve the Consent Agenda as amended. Mr. Molitor made the motion. Mr. Voss seconded. Mr. Craig called the question. All voted aye. Motion passed.

Old Business

Item A - Investigative Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Terry Wooldridge

Mr. Hopman introduced the item, stating that he didn't know if there had been any communication from the State regarding the Ethics investigation. Mr. Craig stated that this discussion would have to be put on the agenda every month and postponed until there was an answer from the state. Mr. Craig called for a motion to postpone the item. Mr. Elebash made the motion to postpone the item until the next Regular Board meeting. Mr. Voss seconded. Mr. Craig called the question. There were no objections. Motion passed.

Item B – Discussion and Consideration of an Extension and Change to the Exclusive Leasing Agreement with Lightle, Beckner & Robison, Inc.

Mr. Hopman gave an overview of the item and discussed the terms Lightle, Beckner & Robison had proposed. Mr. Molitor made a motion to discontinue the agreement. Mr. Bird stated that the item was to approve extension. Mr. Molitor withdrew his motion. Mr. Grainger made a motion to approve the extension for the sake of discussion. Mr. Voss seconded. Discussion continued.

Mr. Craig asked the Board if they wanted a commercial realtor to help rent our properties or not. Mr. Craig stated he wasn't happy with some of the proposed terms. Discussion continued.

Mr. Molitor asked Mr. Bird if there was anything precluding the Airport Authority from doing this on their own. Mr. Bird stated that there wasn't, but a license was required for certain resources. Discussion continued.

Mr. Craig suggested that since Mr. Elebash was a commercial realtor, perhaps he could help Mr. Hopman renegotiate the extension agreement language. The Board directed Mr. Hopman to do that. Discussion continued.

Mr. Molitor made a motion to postpone the item. Mr. Grainger seconded. Mr. Craig called the question. There were no objections. Motion passed. Discussion continued.

New Business

Item A – Discussion and Selection of the Annual Audit Performed by Carr, Riggs & Ingram

Mr. Craig turned the floor over to Yvonne Claiborn and David Molton. Ms. Claiborn presented the annual audit to the Board. Ms. Claiborn directed the Board to page 5, which was the opinion letter of the firm, and then briefly touched on the highlights of the audit.

Ms. Claiborn stated that on September 22nd there would be new standards on leases and commercial leases, so she recommended that Staff take training to be prepared. Ms. Claiborn pointed out some of the material weaknesses found on page 68, noting that historically the Authority had done their accounting on a Cash basis, but they felt the Authority had outgrown that method and recommended moving to an Accrual basis. Ms. Claiborn wrapped up her presentation, stating that the biggest concern was the Airport Authority was not managing the numbers that were meaningful to the organization. Ms. Claiborn opened the floor to questions. Discussion continued.

Mr. Craig called for a motion to accept the audit. Mr. Voss made the motion. Mr. Elebash seconded. Mr. Craig called the question. All voted aye. Motion passed.

Item B – Consideration of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

Mr. Hopman presented the following invoices to the Board for approval: Pay Request Number 10 in the amount of \$382,462.79 from V.A. Paving, Inc. and Pay Request Number 10 in the amount of \$18,328.00 from Michael Baker International, which were for the South Apron & Runway 11/29 Rehabilitation Project at Merritt Island Airport.

Mr. Molitor made a motion to approve the invoices. Mr. Elebash seconded. Mr. Craig called the question. There were no objections. Motion passed.

Information Section**Interim Director Report**

Mr. Hopman presented a Power Point Presentation and briefly went through each item. Mr. Hopman stated that he wanted to make sure the Board was in agreement with the posting for the new director before he posted it. Discussion continued.

Mr. Grainger stated that he would like to clean the job description posting up a little and send it to Mr. Hopman. The Board concurred.

Mr. Hopman gave updates on the following projects: Hangar 52 Demolition at TIX, Valiant Air Command Ramp at TIX, Maintenance Storage Building at TIX, North

Area Security and Infrastructure Project at COI, Spaceport Master Plan Grant Application at TIX. Discussion continued.

Mr. Hopman gave an update on the grants receivables, stating that within the last thirty days, the Airport Authority had received \$450,509.33 from the FAA and \$5,530 from FDOT.

Mr. Hopman gave an update on the search for Facilities staff and the Accounting Clerk position.

Mr. Hopman gave an update on the hangar inspections, stating that it was coming along well. Discussion continued.

Mr. Hopman gave an update on the cost of using the consultants for supplemental staff support, stating that so far Michael Baker had billed for 32 hours.

Mr. Hopman discussed some ideas for current communication weaknesses to include message boards for each airport, and increased use of social media. Mr. Craig suggested the possibility of using an intern for helping with some of the digital marketing and social media. Discussion continued.

Mr. Hopman gave an update on a space processing company that was interested in building at Space Coast Regional Airport. Discussion continued.

Mr. Craig discussed the policy updates, stating that the policies should reflect the current legislation and make sure the Human Resources was up to date, focusing on the Whistleblower policy. Mr. Hopman stated that Staff would also like to update the Purchase Order processing policy. Discussion continued.

Mr. Hopman concluded his report.

Attorney Report – None

Check Register

Mr. Hopman stated that only the Check Register had been presented because the balance sheet wasn't accurate.

Project Reports – Presented

Authority Members Report

The Board members discussed the upcoming Air Show in Cocoa Beach and current legislation.

Public & Tenants Report – None

Adjournment

Mr. Craig adjourned the meeting at 10:12 a.m.

JOHN CRAIG, 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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM A

Investigative Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Terry Wooldridge

BACKGROUND

As the Board is aware, on or about January 14, 2021, TCAA Fire Chief Terry Wooldridge emailed the Board with allegations concerning other employees of TCAA, including CEO Michael Powell. As a result of CEO Powell being included in the Complaint, the Board, through Chairman Sansom, directed TCAA General Counsel, Adam Bird, to investigate Chief Wooldridge's allegations. Mr. Bird reviewed documentation supplied by Chief Wooldridge and TCAA staff, interviewed numerous witnesses and prepared a Legal Opinion Letter containing his investigative findings, applicable law and the options available to the Board in response to the Complaint (to be circulated no later than Tuesday, February 16 to the Board Members).

ISSUES

To be discussed by Mr. Bird.

ALTERNATIVES

None identified at this time.

FISCAL IMPACT

None identified at this time.

RECOMMENDED ACTION

Awaiting results of State of Florida Ethics Complaint to further discuss and provide a resolution at that time.



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: Justin J. Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM B

Discussion and Consideration of an Extension for 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) has requested that we remove restrictions on who they prospect and instead base compensation based on the origin of the prospect as follows:

1. For leases signed with prospects that LBR would provide, LBR would be paid a fee of 4% of the gross revenue to be collected, paid monthly
2. For leases signed with prospects that have spoken to TICO directly and that LBR assists in completing the lease, LBR would be paid a fee of 2% of the gross revenue to be collected, paid monthly
3. For leases completed by TICO directly, LBR would be paid a fee of 1% of the gross revenue collected, paid monthly

ISSUES

After meeting with Board Member Al Elebash, we have concluded the best course of action is to wait until a new Director of Airports has been hired.

ALTERNATIVES

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

FISCAL IMPACT

Yet to be determined, this would be determined based on the origin of the prospect.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to delay a decision on this item until we hire a new Director of Airports.

:



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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM A

Discussion and Approval of an Amendment to the Space Coast Executive Jet Center Lease

BACKGROUND

Space Coast Executive Jet Center has asked if they can lease a portion of the west ramp that is currently unoccupied. The area consists of 14,915 sq ft of improved ramp space with 8 aircraft tie downs.

ISSUES

None Observed

ALTERNATIVES

The Airport Authority Board of Directors could approve or disapprove of the ground lease amendment.

FISCAL IMPACT

The fiscal impact is \$4,921.95 annually, or \$410.16 a month.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approved the ground lease amendment, and (3) authorize an Authority Officer or the Executive Director to execute the necessary documentation upon satisfactory review by legal counsel.

**FIRST AMENDMENT TO
AERONAUTICAL LEASE AGREEMENT DATED OCTOBER 27, 2020**

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 "**Authority**"), and **SPACE COAST EXECUTIVE JET CENTER, LLC**, a Florida limited liability company with its principal place of business located at 7003 Challenger Ave., Titusville, FL 32780 (the "**Lessee**"), have entered into this First Amendment to Aeronautical Lease Agreement Dated October 27, 2020 (the "**Amendment**") on this 1st day of June, 2021 (the "**Amendment Effective Date**"). The Authority and Lessee are collectively referred to as the "**Parties**," and the Parties do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Authority owns and operates airports known as Arthur Dunn Airpark (X21), Space Coast Regional Airport (TIX), and Merritt Island Airport (COI), and Authority is desirous of leasing to Lessee certain additional premises hereinafter more fully described and located at Space Coast Regional Airport; and

WHEREAS, Authority has previously leased – by way of an Aeronautical Lease Agreement dated October 27, 2020 (the "**Lease**") – an aeronautical parcel of real property, together with various improvements and a ramp area, located at Space Coast Regional Airport and totaling 227,732.32 square feet to Lessee (the "**Property**," as more specifically identified on **Exhibit "A"** to the Lease), which has operated on the Property as a fixed-base operator (FBO) providing services to airport users; and

WHEREAS, Lessee requests to lease additional apron space for aircraft tie-downs near the Property from Authority to continue FBO operations on the Property utilizing the improvements thereon, and Lessee will use the Property only for such purposes as specifically set forth herein;

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 revise the Lease by mutual and voluntary agreement as follows:

1. The Lease shall be amended as follows:
 - (a) The following new Article, Article XIV entitled "ADDITIONAL APRON SPACE," shall be added to the Lease immediately following Article XIII as of the Amendment Effective Date:

ARTICLE XIV
ADDITIONAL APRON SPACE

Section 14.01 -Additional Leased Premises.

In addition to the Property described in Article I, above, and subject to each and every term of the Lease to the extent the same does not directly conflict with this Article XIV, Authority hereby leases unto Lessee, and Lessee hereby leases from Authority, the real property depicted on the schedule attached hereto as **Exhibit “L”** consisting of approximately **14,895.32 square feet** of real property, more or less, located at the **Space Coast Regional Airport**, and made a part hereof, hereinafter referred to as the **“Additional Apron Property.”** Both Authority and Lessee acknowledge that each has sufficient information and knowledge to locate the Additional Apron Property, as defined herein, and further agree that no boundary survey shall be required to set the formal and defined metes and bounds of the Additional Apron Property. Additionally, both Authority and Lessee knowingly and voluntarily waive any argument either has or may have that failure to attach a boundary survey in any way affects the validity and/or enforceability of this Lease, including without limitation any argument that the Additional Apron Property herein is not sufficiently defined prior to the attachment of said boundary survey.

Section 14.02 -Term.

The Additional Apron Property shall be subject to the same provisions set forth in Section 2.01, above, that apply to the Property, including without limitation rent escalation provisions, and Lessee’s right to lease, use and occupy the Additional Apron Property shall be co-terminus with its rights to the Property under the Lease.

Section 14.03-Rent for Additional Apron Property.

For the purpose of computing the rental payments, Authority and Lessee agree that the Additional Apron Property is comprised of 14,895.32 square feet,

more or less, as identified on **Exhibit “L”**. The initial annual base rental rate for the Additional Apron Property (prior to any rental rate increases as set forth elsewhere in the Lease) shall be **\$4,915.46** (the “**Apron Annual Base Rent**”). Apron Annual Base Rent increases based on the Consumer Price Index (“CPI”) shall be applied annually (based upon the Lease Commencement Date) throughout the term, with the exception of the five-year fair market value readjustments set forth in Section 3.03.

Apron Annual Base Rent shall be due to Authority from Lessee in twelve (12) equal monthly installments of \$409.62, plus applicable sales tax thereon. However, as the Apron Annual Base Rent may change based on CPI and/or fair market value as set forth above, one-twelfth (1/12) of Apron Annual Base Rent shall be paid by Lessee to Authority as and for rent each month once the initial Apron Annual Base Rent changes. Said monthly installment shall be paid in advance on or before the first day of each and every month during the term of this Lease. Monthly rental payments, including all applicable sales tax, shall be paid to Authority from Lessee on or before the first day of each month for that month’s rent.

Section 14.04 -Maintenance and Repair.

- A. Lessee shall be solely responsible, at its own cost and expense, for performing or procuring the performance of all maintenance, repair and replacement to the Additional Apron Property and any and all improvements thereon in order to keep the Additional Apron Property and improvements in good, safe, attractive and sanitary condition. All such maintenance, repair and replacement performed by Lessee or at its direction shall be of reasonable quality sufficient to restore the maintained, repaired or replaced item to the same or better condition than it was in prior to the need for maintenance, repair or replacement. All exterior paint colors and structural appendages shall be used or installed only with the prior written approval of Authority.
- B. If Lessee fails to fulfill any of its obligations under this paragraph and fails to correct such failure within ten (10) days after Authority's written demand, then in

addition to all of its other remedies under this Lease, Authority shall have the right, but not obligation, to make or complete said maintenance, repair or replacement, and Lessee shall pay the cost thereof as additional rent promptly upon demand by Authority. In addition to the maintenance obligations set forth above, Lessee further agrees that it shall landscape, irrigate and maintain in good, safe and attractive condition throughout the term of this Lease, in accordance with plans and specifications approved by Authority, those areas a part of and directly adjacent to the Additional Apron Property.

2. **Exhibit “L”** to this Amendment shall be appended to the Lease and shall be treated as part and parcel thereof as of the Amendment Effective Date.

3. Except as expressly and specifically modified by this Amendment, all other terms, provisions, rights and obligations of the Parties set forth in the Lease shall remain valid, enforceable and in full force and effect, and the Parties agree to be bound by and fully comply with those terms, provisions, rights and obligations. 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.

(Signature Page Follows)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**TITUSVILLE-COCOA AIRPORT
AUTHORITY**

Witness

By: _____
JUSTIN HOPMAN, ACE
Interim Director of Airports

Witness

Approved as to Form and Legality this _____
Day of _____, 2021

WhiteBird, PLLC

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

* * *

**SPACE COAST EXECUTIVE JET
CENTER, LLC**

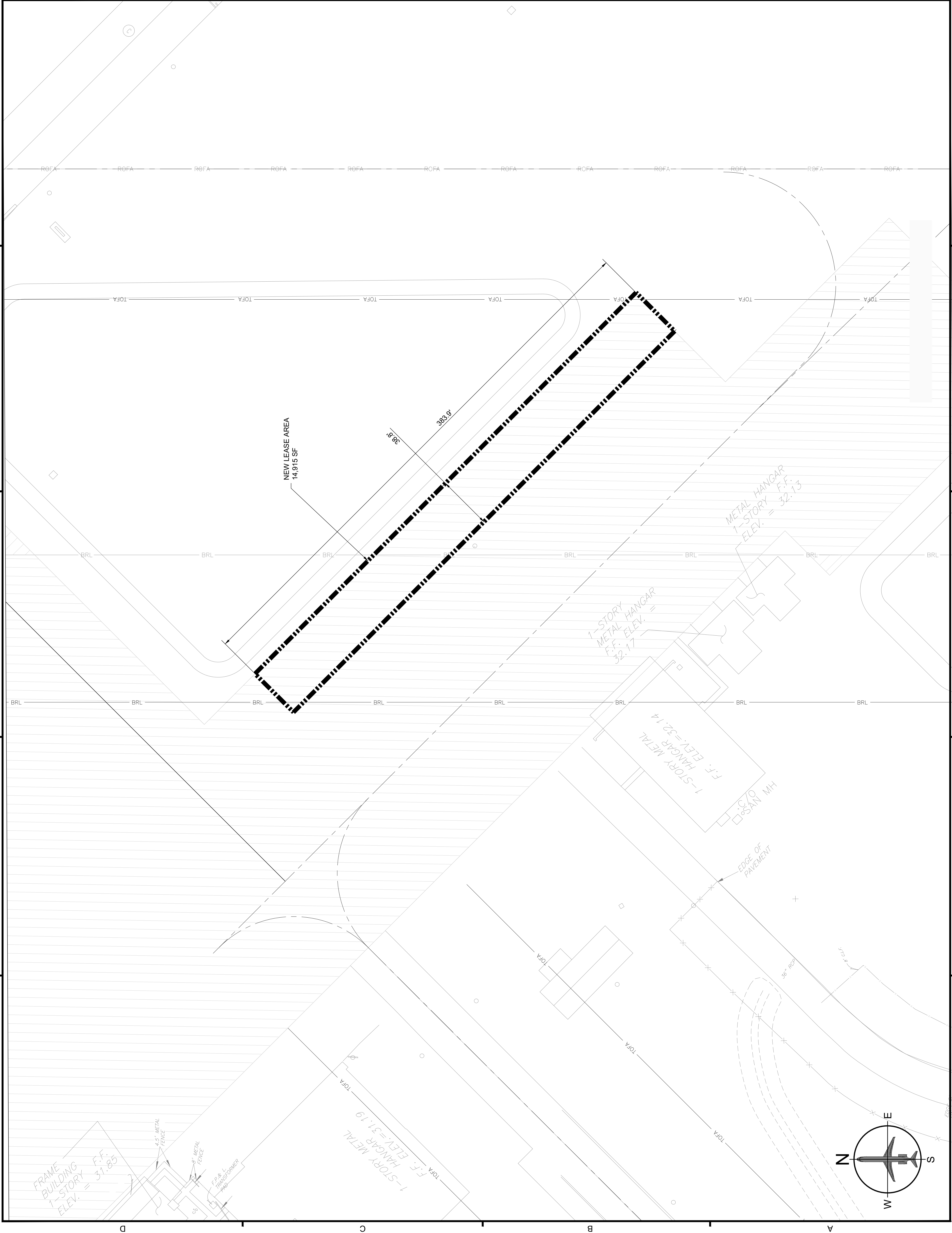
Witness

By: _____

As Its: _____

Witness

Print Name: _____





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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM B

Discussion and Approval of a Commercial Lease of Office Space at Space Coast Regional Airport for Fly Compliant, LLC/Integra Jet, LLC

BACKGROUND

Fly Compliant, LLC and Integra Jet, LLC conducts Part 135, Part 125 and Part 91 regulatory, compliance and operations services for aviation clients. They are requesting to lease the remaining two offices in Suite 3 (340 sq ft) to grow their business outside of California.

ISSUES

None Observed

ALTERNATIVES

The Airport Authority Board of Directors could approve or disapprove of the lease of commercial office space.

FISCAL IMPACT

The fiscal impact is \$7,615.44 annually, or \$634.62 a month plus tax and CAM fees.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approved the commercial lease, and (3) authorize an Authority Officer or the Executive Director to execute the necessary documentation upon satisfactory review by legal counsel.

**TITUSVILLE-COCOA AIRPORT AUTHORITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is made to be effective as of the 1st day of June, 2021 (the “**Effective Date**”), between and 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**”), FLY COMPLIANT, LLC, a California limited liability company authorized to do business in the State of Florida with its principal place of business located at 3812 Sepulveda Blvd., Torrance, CA 90505 (“**Fly Compliant**”), and INTEGRA JET, LLC, a New York limited liability company authorized to do business in the State of Florida with its principal place of business located at 9431 Foster Wheeler Rd., Dansville, NY 14466 (“**Integra Jet**”) (Fly Compliant and Integra Jet collectively referred to as the “**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 a portion of commercial real property described as one-third (1/3) of Suite 3 of the TCAA Administration Building and depicted in **Exhibit “A”** hereto (the “Premises”), located at the **Space Coast Regional Airport**. The “Premises” consists of approximately 340 square feet of office space together with two (2) exterior parking spaces, and nothing herein provides Lessee with the right or ability to exclude Lessor or any other third party from those portions of the Administration Building not expressly included as part of the Premises hereunder. 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 general office/administration purposes related to aircraft charter and air taxi services and any reasonably related functions (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 in its sole and absolute discretion before being installed.

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 **three (3) years**, terminating on the third 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 two (2) consecutive additional periods of one (1) year each ("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 exercise either 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.

(a) Base Rent: The initial Annual Rent and related charges to be paid to the Authority by Lessee for the Premises beginning with the Commencement Date, which shall be adjusted annually as set forth below, shall be: base rent in the amount of **\$634.62** per month (approximately **\$7,615.44** total annual base rent divided by 12).

(b) Additional Rent (other):

- (i) Lessee shall pay to Authority monthly common area maintenance (CAM) fees in the amount of **\$90.75** for the Premises. 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.
- (ii) In addition to CAM fees, Lessee shall pay to Authority additional fees monthly for non-fixed, invoiced services (“WING fees”), including without limitation pest control, electricity and water services. The current amount of WING fees related to the Premises is **\$2,366** per year. At the conclusion of each lease 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 was charged and the amount of the charge. Within ten (10) days of Lessee’s receipt of such yearly 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.
- (iii) 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.

- (iv) 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)”), 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 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.

ARTICLE IV **MAINTENANCE AND UTILITIES**

4.1 Maintenance – Administration Building.

All facilities furnished by the Authority and designated for the general use of occupants of the Premises, including Lessee hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by Authority (such as parking areas, driveways, entrances and exits thereto, employee parking areas, truck way or ways, truck courts and service courts, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations, bus stops, taxi stands, malls, and other similar facilities) shall at all times be subject to the exclusive control, administration, and management of the Authority. The Authority shall have the right from time to time to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above and to make all rules and regulations pertaining to and necessary for, in the Authority’s sole judgment, the proper operation and

maintenance of the Premises as above described and as hereinafter defined, provided the same shall not unreasonably interfere with Lessee's quiet use of or access to the Premises or with the visibility of the Premises.

- (a) It is the intent of the parties to this Lease that Lessee pay its proportionate share of all costs and expenses related to maintenance, repair and upkeep of the Administration Building, which is the location of the Premises. Lessee understands and acknowledges that is leasing a portion of the available space in the Administration Building and that its proportionate share of all expenses related to the Administration Building itself (and not those expenses incurred solely for the benefit of any particular tenant or occupant thereof) is commensurate with the extent of its leased space. In an effort to provide as much clarity as possible as to what expenses related to the Administration Building are considered common expenses, the following expenses, although not a complete or exhaustive list of the same, are common expenses: property management, administration, gardening and landscaping, the cost of public liability, flood, property damage, and all other insurance (if not provided separately by Lessee at its sole cost and expense), repairs of all kinds, line and other painting, facade maintenance, lighting, exterior and partition (demising) wall repairs, roof repairs, maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins, and other areas and facilities whether or not on or off-site, canal embankment and related maintenance, repair and repainting of sidewalks due to settlement, pothole and general resurfacing of parking areas, sanitary control, trash, rubbish, garbage and other refuse removal and services, security systems, services, and personnel to implement all such services to direct parking, and to police and secure the common facilities and areas. Additionally, "common facilities and areas" for the purposes of this Lease includes without limitation all areas, space, equipment and special and other services provided by the Authority for the common or joint use and benefit of the various occupants of the Administration Building, their respective employees, agents, servants, customers and other invitees, including, without limitation, parking areas, access roads, driveways, retaining walls, landscape areas, truck service ways or tunnels, loading docks, pedestrian walks, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms and parcel pick-up stations, if any of the same be provided.
- (b) The Authority shall not be liable for any damages from plumbing, gas, water steam or sewage leaks or stoppage, nor for damage arising from acts of negligence of Lessee and/or third parties. Lessee shall not store any products or substances which shall increase the need for pest control services. Lessee agrees to accept the Premises and appurtenances thereof, including sprinkler, if any, heating, air conditioning, water and sewer systems, electrical fixtures, plumbing, plumbing fixtures and equipment, in "as is" condition and maintain them in such condition and good order through the term of this Lease and any extensions hereof. At all times this Lease is in effect, Lessee shall maintain and keep in force at Lessee's expense a service and maintenance contract for the heating, ventilating and air conditioning systems provided for the Premises. Such contracts shall be

with a professional HVAC servicing and maintenance contractor of Lessee's choice licensed in the state of Florida. Should such contractor fail to perform satisfactory service or maintenance, the Authority shall have the right in its discretion to require Lessee to terminate the existing contract, in which event Lessee forthwith shall engage another contractor approved by the Authority. Lessee shall be liable for any damage or injury which may be caused by or resulting from Lessee's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by Lessee. 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.

- (c) In regard to the CAM fee due to the Authority from Lessee as set out in Section 3.2, above, at the end of each Lease Year (defined as the 1-year period between anniversaries of the Effective Date), the Authority shall deliver to Lessee a statement showing the cost of operating and maintaining the common facilities and area and further showing Lessee's proportionate share of such cost. In the event the total annual payment made by Lessee for CAM fees exceeds Lessee's proportionate share for such Lease Year, then the Authority will apply any such overage towards the next succeeding monthly rent payment(s) (or refund them if the overage exceeds the remaining rent due under the Lease). In the event the total annual payment made by Lessee for CAM fees are less than Lessee's proportionate share for such Lease Year, then Lessee shall pay any such deficiency to Lessor immediately upon demand and the monthly payments for the succeeding Lease Year will be increased so that the 12 monthly payments for such Lease Year will equal the increased CAM fees for the preceding Lease Year.

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.

Lessee shall pay when due all taxes, assessments (including, without limitation, stormwater utility charges) and impact fees levied against or in connection with the Premises, its leasehold interest therein, and any improvements thereto, and shall pay when due all taxes and assessments levied against Lessee's personal property located on the Premises or otherwise arising out of its operations on the Premises. In the event Lessee fails to pay such taxes and assessments when due, Lessee shall be obligated to pay all resulting interest and penalties on such delinquent taxes and assessments. If the this Lease expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if this Lease or any term hereof commences on a date other than the first day of such tax year, Lessee shall be responsible for paying a percentage of the tax calculated by: (i) dividing the number of days that this Lease was in effect during such tax year by 365; (ii) multiplying the resulting quotient by Lessee's total tax liability for the full tax year (the figure that would have been due from Lessee if it was responsible for payment of the total taxes for the full tax year). If this Lease is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Lessee shall pay a percentage of the assessment calculated by dividing the number of days this Lease was in effect during that assessment period by the total number of days in the assessment period.

5.2 Protesting Taxes.

Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Lease, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Premises or any improvements and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. No provision of this Lease shall be construed as a release or waiver on the part of the Authority of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of Lessee. Lessee's obligations under this Article shall survive the expiration or earlier termination of the term of this Lease.

5.3 Payment of Sales Tax.

Lessee shall be liable, at its sole cost and expense, for any sales, use or similar taxes with respect to all rent and other payments due from and/or made by Lessee in accordance with the provisions of this Lease. Lessee shall indemnify, defend and hold Authority completely harmless from and against any liability, including any interest and penalties, which might arise in connection with Lessee's failure to timely remit any such taxes.

ARTICLE VI **INSURANCE**

6.1 Hazard Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout the this Lease property and casualty insurance on and for all improvements, equipment, furnishings and other personal property now or hereafter erected, installed or used at the Premises, on a replacement cost basis (without deduction for depreciation), for the benefit of Authority and Lessee as their interests may appear, with such coverages, in such form, and with such company or companies as the Authority shall approve in writing, including coverage for damage by fire, the elements or other casualty with standard extended endorsements. Lessee, on behalf of itself and its insurance carriers, hereby waives any and all rights of recovery which it may have against Authority or any other party who it is required to indemnify in accordance with the provisions of Article 8 below, for any loss of or damage to property it may suffer as a result of any fire or other peril insured under an insurance policy which it is required to obtain hereunder.

6.2 Liability Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout this Lease automobile liability insurance on all automobiles used in connection with its operations at the Premises and 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.

Lessee shall keep in force, at its sole expense, workers' compensation or similar insurance affording the required statutory coverage and requisite statutory limits. Lessee shall also maintain at all times while this Lease is in effect employer's liability insurance with limits

of liability of not less than \$500,000 for each of the “each accident,” “disease policy limit,” and “disease each employee” coverage or a self-insured program with comparable coverage. Such workers’ compensation and employer’s liability insurance or self-insured program shall contain a waiver of any right of subrogation against Authority.

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 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: Director of Airports
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

To Fly Compliant: _____

To Integra Jet: _____

(Signature Page Follows)

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: _____

Print Name: _____

LESSEE:

FLY COMPLIANT, LLC

By: _____

Print Name: _____

As Its: _____

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

INTEGRA JET, LLC

By: _____

Print Name: _____

As Its: _____

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____

JUSTIN HOPMAN, ACE

As Its: Interim Director of Airports

Approved as to Form and Legality this _____
day of _____, 2021

WhiteBird PLLC

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 discharged 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 "I" 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:

**DIRECTOR OF AIRPORTS
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 "F"
CONTRACT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: That _____, a corporation organized under the laws of _____ (hereinafter called the "Principal"), and _____ a corporation of the State of _____ which is licensed to do business in the State of Florida (hereinafter referred to as the "Surety"), are held and firmly bound unto the Titusville Cocoa Airport Authority (hereinafter called the "Authority") in the full and just sum of _____ (the "Sum") covering the period _____, 20__ through _____, 20__, inclusive, to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the terms of that Lease Agreement (hereinafter referred to as the "Agreement"), by and between the Principal and the Authority, the Principal shall lease certain real property at Space Coast Regional Airport pursuant to the Agreement, and such Agreement is hereby incorporated herein by reference and made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Authority, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Authority may sustain by reason of any failure or default on the part of the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Contract Bond is in effect, the Surety shall remain liable to the Authority beyond the date of the expiration hereof for all sums provided for in the Agreement remaining unpaid as of the date of expiration of this Contract Bond and for all loss or damage (including reasonable attorney's fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Authority for any transfers or payments under the Agreement made by Principal to the Authority prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Authority by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced pro tanto upon: (1) the entry of a final, non-appealable order of a court of competent jurisdiction permitting the Authority to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Authority's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Authority to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Authority.

In the event the Surety fails to fulfill its obligations under this Contract Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Contract Bond.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Authority to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Concession as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Authority with adequate assurance of future performance under

the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Florida. The execution of this Contract Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Contract Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Circuit Court for Orange County, Florida and the U.S. District Court for the Middle District of Florida for such purposes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed and their seals affixed this ____ day of _____, 20____.

Signed, sealed and delivered _____ "Principal"
in the presence of: _____

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

(SEAL)

"Surety" _____

Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____

(SEAL)

Countersigned by Florida Registered Agent
Printed Name _____

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT "G"
LETTER OF CREDIT FORM

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO.

EXPIRY DATE:

AGGREGATE AMOUNT:

and ____/100 Dollars

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

Dear Sir or Madam:

On behalf of _____ [Company name] (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ [Bank Name] Irrevocable Letter of Credit No. _____, dated _____", and must be accompanied by a Statement of Certification in the form attached hereto as Exhibit A (which is incorporated in this letter of credit by this reference). Such Statement of Certification must be signed by the Chief Executive Officer of the Titusville-Cocoa Airport Authority (the "Authority"), or by his or her designee, and must provide the certification required in A and either B or C, or both:

- A. Certification that Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Lease Agreement, dated _____ 20____, as may be amended from time to time (the "Agreement"), by and between Company and the Authority; and,
- B. Certification of (i) the amount of damages and expenses which, in his determination, the Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement; and/or
- C. Certification (1) that Company has failed to provide to the Authority a contract bond or stand-by letter of credit to replace this letter on or before the date such replacement was due under such Agreement or in the form required or otherwise in accordance with the requirements of the Agreement, and (2) certification of the amount of the required replacement contract bond or letter of credit.

Each draft drawn hereunder shall be in an amount which does not exceed, as applicable, such total amount of damages and expenses and fees, charges and other sums past due and remaining unpaid, together with any interest thereon, and/or the amount of the required replacement contract bond or letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made hereunder at or prior to 11 a.m., local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by your after 11 a.m., such local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the Agreement, or any future expiration date, unless the Authority is notified by the Bank ninety (90) days prior to any expiration date of the Agreement by the _____ [Bank Name] by Registered Mail that _____ [Bank Name] elects not to renew the Letter of Credit for any such additional period.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Rev.), International Chamber of Commerce Publication No. 500, except that, notwithstanding the provisions of Article 17 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for ninety (90) days following the date of our resumption of normal business operations.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon

presentation to us as provided herein.

_____ [Bank Name]

By:
Title:

EXHIBIT "H"
PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENT that _____, hereinafter referred to as Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto the Titusville-Cocoa Airport Authority (the "Authority"), as Obligee, hereinafter referred to as the Authority, in the Penal Sum of _____ DOLLARS (\$ _____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal executed Lease Agreement on _____, 20____ for property at Space Coast Regional Airport, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Agreement, and

WHEREAS, Principal has by written agreement dated _____, entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction at the Airport as described in the Agreement; and

WHEREAS, under the terms of the Agreement, Principal is required to indemnify and hold harmless Authority from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(10), Florida Statutes, for installations and improvements at the Authority as described in the Agreement, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the installations and improvements at the Authority as described in the Agreement; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying Principal and/or Contractor with services, labor, materials, or supplies, used directly or indirectly by Principal and/or Contractor in the prosecution of the improvements and installations at the Authority as provided for in the Agreement and the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Authority or the Principal from liens, and complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year (1) time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his services, labor, materials or supplies shall, within forty-five (45) days after beginning to furnish services, labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. Any claimant who has not received payment for his services, labor, materials or supplies shall, within ninety (90) days after performance of the services or labor or completion of delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment. No action for the services, labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one(1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement or Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Agreement or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by the Authority, Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Agreement or Contract and compliance or noncompliance with any formalities connected with the Agreement or Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Agreement and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Principal

By: _____

Name and Title

(SEAL)

Surety

By: _____

Name and Title

(Countersigned by Florida

EXHIBIT "I"
PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter referred to as Principal, and _____ a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto the Titusville-Cocoa Airport Authority as Obligee, hereinafter referred to as Company, in the Penal Sum of _____ DOLLARS (\$ _____), for the payment of which sum well and truly made, Principle and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded real property at _____, in accordance with the Agreement dated _____, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

WHEREAS, Principal has by written agreement dated _____, entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by _____, dated _____, which were approved by Lessor, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; and

WHEREAS, under the terms of the Lease, Principal is permitted or required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Lease, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal and the Contractor or such replacement contractors as Principal may employ; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal, by and through Contractor or such replacement contractors as Principal may employ:

1. Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the obligations imposed upon Principal by the Lease in connection therewith, in the time and manner prescribed in the Lease and Contract,
2. Pays Lessor all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal or the Contractor, expenses, costs and attorney's fees, including appellate proceedings, that Lessor sustains resulting directly or indirectly from failure of the Principal or the Contractor to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or from any breach or default by Principal or the Contractor under the Lease in connection therewith, and
3. Pays Lessor all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services), including those incurred in appellate proceedings, that the Lessor sustains resulting directly or indirectly from conduct of the Principal or the Contractor, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal or the Contractor, their officers, agents, employees or any other person or entity for whom the Principal or the Contractor are responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal, individually or by and through the Contractor or such replacement contractors as Principal may employ, shall fail to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or to perform any of the terms, covenants and conditions of the Lease related to construction of such improvements during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Lessor for all such loss or damage, including reasonable attorneys' fees and other legal costs resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Lessor harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Lessor's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or

consent, (ii) waivers of compliance with or any default under the Lease or the Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Lessor or Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to a statute of limitations of four (4) years for claims arising out of the actual construction of improvements and five (5) years for all other claims arising out of this written contract, as set forth in Section 95.11, Florida Statutes.

Any changes in or under the Lease or the Contract and compliance or noncompliance with any formalities connected with the Lease or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Lease and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant, authority of its governing body.

Signed, sealed and delivered
in the presence of:

(Seal)

Principal
By: _____
(Official Title)

(Seal)

Surety
By: _____
(Official Title)

(Countersigned by Florida Registered Agent)

Note: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

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 _____ day of _____, 20____, between and among 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**”), FLY COMPLIANT, LLC, a California limited liability company authorized to do business in the State of Florida with its principal place of business located at 3812 Sepulveda Blvd., Torrance, CA 90505 (“**Fly Compliant**”), and INTEGRA JET, LLC, a New York limited liability company authorized to do business in the State of Florida with its principal place of business located at 9431 Foster Wheeler Rd., Dansville, NY 14466 (“**Integra Jet**”) (Fly Compliant and Integra Jet collectively referred to as the “**Lessee**”).

WITNESSETH

Lease. Authority and Lessee entered into that certain Lease Agreement effective as of _____ (“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: 3430 Heron Drive, 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:

LESSEE:

FLY COMPLIANT, LLC/INTEGRA JET, LLC

Print Name: _____

Signature

Print Name: _____

WITNESSES:

LESSOR:

TITUSVILLE-COCOA AIRPORT AUTHORITY

Print Name: _____

By: _____
JUSTIN HOPMAN, ACE
As Its: Interim Director of Airports

Print Name: _____

Approved as to Form and Legality this _____ day of _____, 2021.

WhiteBird PLLC

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 _____. 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 JUSTIN HOPMAN as Interim Director of Airports 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: _____
Commission No.: _____



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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM C

Discussion and Approval of an Agreement with Peak Harvest Services

BACKGROUND

The Authority owned property contains numerous Palmetto trees. These trees contain 'Palmetto Berries' which are valuable as a natural supplement. Currently the Authority has issues with trespassers who come on Authority property and take the berries without our permission. Peak Harvest Services is requesting an agreement with the Authority to harvest the berries in exchange for a portion of the crop yield.

ISSUES

None Observed

ALTERNATIVES

The Airport Authority Board of Directors could approve or disapprove of the agreement between the Authority and Peak Harvest Services.

FISCAL IMPACT

The fiscal impact depends upon the amount of berries harvested.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approved the agreement, and (3) authorize an Authority Officer or the Executive Director to execute the necessary documentation upon satisfactory review by legal counsel.

SAW PALMETTO HARVESTING AGREEMENT

This Saw Palmetto Harvesting Agreement (the “Agreement”) is entered into as of the date on which the last Party executes the Agreement (the “Effective Date”) between 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 (“Landowner”), and Peak Harvest Services, LLC, a Florida limited liability company whose mailing address is 20138 Cristoforo Place, Venice, FL 324293 (“Harvester”) (each of Landowner and Harvester may be referred to hereinafter each as a “Party” and collectively as the “Parties”).

The Parties therefore agree as follows:

1. Definitions.

1.1. “Saw Palmetto” means the plant species of *Serenoa repens*.

1.2. “Landowner Property” means the land upon which Harvester will be granted permission to harvest Saw Palmetto seeds.

1.3. “Harvester Personnel” includes the Harvester’s contractors, agents and other individual that works with, alongside, or are in any other manner associated with the Harvester’s harvesting operation.

1.4. “Harvesting Operations” shall mean the responsible harvesting of Saw Palmetto seeds on the Landowner Property by Harvester subject to the terms of this Agreement.

2. Terms of the Exchange.

2.1. Landowner grants access to Harvester to enter the Landowner Property for its sole purpose of harvesting Saw Palmetto seeds at Harvester’s sole cost and expense, in accordance with the terms of this Agreement (“Harvesting”).

2.2. Harvester will make every effort to complete the Harvesting Operations in a manner that will not materially disturb the Landowner Property, beyond the responsible harvesting of the Saw Palmetto seeds.

2.3. Excluding the Harvesting, Harvester will make every effort to return any part(s) of the Landowner Property it has disturbed to the condition it was prior to his disturbance of that part(s).

2.4. Harvester will supply its own equipment, means of transportation, and any other such needed supplies, materials and personnel necessary to maintain the Harvesting Operations.

2.5. Landowner has no other obligations, responsibilities, or duties, legal or otherwise, other than to grant permission to Harvester to enter the Landowner Property for the sole purpose of Harvesting.

2.6. For the avoidance of doubt, Harvester has no obligation to conduct Harvesting if the market price pound for Saw Palmetto seeds (“Market Price”) is less than a minimum market rate as shown in Exhibit 1 (“Minimum Market Rate”). In consideration of the Harvesting rights granted herein, and the Saw Palmetto Seeds that will be harvested from the Landowner Property, Harvester will pay a percentage of the revenue from selling the Saw Palmetto seeds harvested from the Landowner Property, as shown in Exhibit 1 (which is incorporated herein by reference), if the Market Price is above the Minimum Market Rate (“Harvesting Fee”). The Harvesting Fee, if applicable, will be paid to Landowner within thirty (30) days of the date that the Harvesting is completed.

2.7. Harvester will coordinate all Harvesting Operations activities/scheduling with Landowner’s property manager as designated by Landowner (“Landowner Property Manager”). The Landowner Property Manager will have authority to immediately suspend or terminate all Harvesting Operations if he believes that Harvester is not in

compliance with the terms of this Agreement or that the Harvesting activities pose a danger or risk to the Landowner Property or Landowner personnel. The Landowner Property Manager has been designated as named in Exhibit 1.

2.8. The term of this Agreement shall begin on the Effective Date and end on September 30, 2025 ("Term"). Upon the expiration of the initial term and any renewal terms, this Agreement shall automatically renew in perpetuity for consecutive one (1) year renewal terms unless otherwise terminated pursuant to the terms of the Agreement. The initial term and all renewal terms are collectively referred to herein as "Term". Either Party may terminate this Agreement at any time by giving 90 days' written notice to the other Party. Termination of this Agreement shall not affect any sums due Landowner for Harvesting Operations that occurred prior to the termination date.

3. Permitting.

3.1. Saw Palmetto is a Commercially Exploited Plant. Harvesting Saw Palmetto seeds from three or more plants on private land requires that the Harvester obtain a permit from the Division of Plant Industry of the Florida Department of Agriculture.

3.2. Harvester shall comply with all applicable federal, state, and local permitting regulations associated with the Harvesting ("Permits"), including permits required to harvest Commercially Exploited Plants.

3.3. Landowner shall provide the necessary Landowner Property information to the Harvester so the Harvester can complete the state harvest permit request, the permission letter or letters, and any other federal, state and local permitting requirements. The Landowner will be required to sign the permission letter or letters to provide its consent to the permitted Harvesting Operations.

3.4. Harvester represents and warrants that it has obtained all necessary Permits to enter the Landowner Property and engage in Harvesting operations and covenants that it will maintain such Permits during the Term.

3.5. Harvester shall notify Landowner promptly in writing, but in no event later than one (1) business day following Harvester's being informed of same, if any Permits are terminated or suspended.

4. Required Insurance.

4.1. Harvester shall obtain and maintain in full force and effect, at its expense, ("Required Insurance") commercial general liability with limits no less than USD \$1,000,000 per occurrence and aggregate coverage of USD \$1,000,000. Harvester at its sole expense shall ensure that Landowner is designated as an additional insured. Harvester shall provide Landowner with a copy of certificate of insurance ("Proof of Insurance") prior to initiating any Harvesting Operations on the Landowner Property.

4.2. Harvester will furnish Landowner with a Certificate of Election to be Exempt from Florida Worker' Compensation Law. The labor being used for the harvest of Saw Palmetto berries is not in the direct employ of Harvester.

5. Indemnification Clause. Harvester shall indemnify, defend, and hold harmless Landowner from and against all claims, actions, causes of action, proceedings, suits, investigations, fines, losses, damages, costs, expenses (including reasonable attorneys' fees and costs), and other liabilities of any kind or nature whatsoever, incurred by or asserted against Landowner as a result of or arising from Harvester's and/or Harvester's Personnel's (i) negligence or recklessness, (ii) intentional or willful misconduct, (iii) misrepresentation, (iv) illegal act or omission, (v) failure to comply with applicable Laws, or (vi) breach of this Agreement, provided that Landowner provides Harvester with written notice of any matter giving rise to indemnification. Nothing in this provision shall limit or affect the right of any Party to assert any governmental and/or sovereign immunity rights and/or protections including without limitation those set forth in section 768.28, Florida Statutes, as the same may be amended from time to time.

6. Notice. All notices shall be in writing and sent to the Parties at the following addresses:

If to Landowner:

Director of Airports

Titusville-Cocoa Airport Authority

355 Golden Knights Blvd.

Titusville, FL 32780

If to Harvester:

Mr. Frank Sandtner

Peak Harvest Services LLC

20138 Cristoforo Place

Venice, FL 34293

7. Miscellaneous Provisions.

7.1. Accounting/Audit Rights. Upon reasonable request by Landowner, Harvester shall furnish: (a) all documentation related to Harvester's calculation of sums due and owing Landowner, including without limitation those periods where Harvester claims no sums are due and owing to Landowner, to permit Landowner to determine for itself what sums may be due and owing Landowner pursuant to this Agreement, and (b) all documentation reasonably requested by Landowner to determine Harvester's compliance with all terms of this Agreement including without limitation the insurance requirements set forth in Section 4.1, above.

7.2. Waiver. No waiver by any Party of any claim or right arising from any breach by the other Party of any term, covenant, or condition of this Agreement shall be deemed a waiver of any claim or right arising from any other breach.

7.3. Governing Law; Venue; Attorney's Fees. This Agreement shall be governed by, construed and enforced in accordance with applicable federal law and the laws of the State of Florida without regard to choice of law provisions. The Parties hereby irrevocably agree that the sole appropriate and mandatory jurisdiction and venue for any action arising from and/or related to this Agreement shall lay exclusively in the courts located in Brevard County, Florida. Furthermore, in any action arising from and/or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs incurred, to include all attorneys' fees and costs related to the litigation of entitlement to and/or amount of attorneys' fees and/or costs to be awarded and all attorneys' fees and/or costs incurred in any appellate proceedings related to this Agreement.

7.4. Relationship of Parties. This Agreement is not intended, nor shall it be construed, to constitute any employment, partnership, joint venture or agency relationship between the Parties. The Parties are independent contractors.

7.5. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.6. Severability. In the event that any of the provisions in this Agreement are held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

7.7. Final Agreement. This Agreement, together with its incorporated exhibits and Statements of Work, contains the entire and complete agreement between the Parties.

7.8. Non-Assignability. Neither this Agreement nor any right, obligation or portion hereof may be assigned by either Party without the express, written consent of the other Party.

7.9. Exhibit 2. Exhibit 2 to this Agreement, below, is incorporated herein by reference and its terms are made a part of this Agreement.

The Parties hereby execute this Agreement and agree to its terms:

WITNESSES:

Print Name: _____

Print Name: _____

HARVESTER:

PEAK HARVEST SERVICES, LLC

By: _____

Print Name: _____

As Its: _____

WITNESSES:

Print Name: _____

Print Name: _____

LANDOWNER:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____

JUSTIN HOPMAN, ACE

As Its: Interim Director of Airports

Approved as to Form and Legality this _____ day of
_____, 2021

WhiteBird PLLC

By: _____

Adam M. Bird, Esq. - General Counsel

Titusville-Cocoa Airport Authority

Exhibit 1

Minimum Market Price: To be set no later than August 15th of each year and sent to Landowner Property Manager in writing by Harvester.

Percentage of revenue paid to Landowner from selling Saw Palmetto seeds: 20%

Landowner Property Manager: Director of Airports, Titusville-Cocoa Airport Authority

Exhibit 2

Required Provisions

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

Discrimination Not Permitted.

Harvester, 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 Landowner Property, any Improvements or the Airport under the provisions of this Agreement; (ii) that in the construction of any Improvements on, over or under the Landowner Property 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 Harvester shall use the Landowner Property 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, Harvester 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 Harvester authorize another person, with Landowner's prior written consent, to provide services or benefits upon the Landowner Property or the Improvements, Harvester 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. Harvester shall furnish the original or a true copy of such agreement to Landowner.

Harvester 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 Landowner 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 Harvester is in the exclusive possession of another who fails or refuses to furnish this information, Harvester shall so certify to Landowner 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, Landowner shall have the right to terminate this Agreement and to re-enter and repossess said Landowner Property and the Improvements, and hold the same as if this Agreement had never been made or issued. The rights granted to Landowner 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, Harvester assures Landowner 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. Harvester also assures Landowner that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Landowner.

Harvester further assures Landowner 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 Landowner Property. Harvester also assures Landowner 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 Harvester's operations at the Landowner Property.

Landowner 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 Harvester agrees that it will adopt such requirements as part of this Agreement.

Federal Aviation Administration Requirements.

Landowner 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 Landowner Property, 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.

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

to restrict the height of structures, vegetation and other Improvements on the Landowner Property 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 Landowner Property 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 Agreement shall give Harvester 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 Landowner by executing an Operating Agreement in the form prescribed by the Landowner.

Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Harvester hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Landowner, 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 Agreement, shall be had against any member (including, without limitation, members of Landowner's Board and members of Landowner's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Landowner, either directly or through Landowner or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Landowner. 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 Landowner 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 Agreement or the operations conducted pursuant to it, or for the payment for or to Landowner, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Landowner, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

Landowner Rules and Regulations. Harvester shall observe and comply with all reasonable rules and regulations of Landowner 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. Landowner shall, at Harvester's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Harvester.

Landowner Access to Landowner Property. Harvester grants Landowner and its authorized agents full and free access to the Landowner Property 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 Harvester hereunder are being met and performed and shall permit them to enter any building or structure on the Landowner Property at any time in the event of an emergency. Landowner 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 Agreement shall be deemed or construed by Landowner or Harvester 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 Landowner and Harvester, it being expressly understood and agreed that neither the computation of sums due and owing Landowner nor any other provisions contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between Landowner and Harvester other than the relationship of independent contractors.

Exclusive Rights. The rights granted to Harvester under this Agreement are not exclusive, except that Harvester shall have the exclusive right to conduct Harvest Operations on the Landowner Property for the Term of this Agreement in accordance with the provisions of this Agreement. The Landowner 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 Harvester hereunder.

Miscellaneous Provisions.

The section headings contained in this Agreement 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 Agreement.

Except as otherwise provided herein, the provisions of this Agreement 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 Agreement.

Words of gender used in this Agreement 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.

Landowner and Harvester represent and warrant to each other that they have dealt with no broker in connection with this Agreement 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 Agreement 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 Agreement (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 Agreement and the relationship between Landowner and Harvester as may reasonably be requested.

In accordance with Florida law, Harvester 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.

Airport Security. Harvester shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Landowner's request and without limitation, all such regulations applicable to the Landowner with respect to the operation of the Landowner Property) and shall control the Landowner Property 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 Landowner as a result of Harvester's breach of this Paragraph shall be included in the indemnification provided to Landowner pursuant to the Agreement.

Compliance with Stormwater Regulations.

Harvester 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. Harvester 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. Harvester further acknowledges that it has been advised that the Landowner 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"). Harvester 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. Harvester shall provide to the Landowner's Manager of Environmental Services copies of any such filings and such other information as the Director of Airports may reasonably request with respect to Harvester's compliance with the Regulations. Harvester agrees to comply with such Multi-Sector Permit or any other permit obtained by Landowner or Harvester 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 Harvester, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, Harvester shall determine whether the Regulations require a permit, and if so,

Harvester shall obtain the permit, send a copy of the permit to the attention of the Landowner'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. Harvester shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Landowner to enable the Landowner to meet its ADA obligations with respect to Harvester's operations) as a result of (i) any Improvements or modifications which it makes to the Landowner Property, (ii) its particular use of the Landowner Property and (iii) any changes to the ADA after the Effective Date. Any modification to the Landowner Property, which Harvester is required to make under this Paragraph, shall be performed to the satisfaction of the Landowner. In the event the Harvester shall fail to construct or modify any Improvements to the Landowner Property as required under this Paragraph, the Landowner shall have the right to enter the Landowner Property and perform such modifications on the Harvester's behalf, without liability for any disruption to the Harvester'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 Harvester and shall be promptly paid by the Harvester to the Landowner.

Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Agreement 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 Agreement by the party in question, but only to the extent and for the time occasioned by such 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 Landowner and third parties, including, but not limited to, those between the Landowner 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, Harvester 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 Agreement materially and adversely affect the ability of Harvester to use the Landowner Property for the purposes permitted under this Agreement, Harvester shall have the right to terminate this Agreement by written notice to the Landowner.

Public Entity Crimes Law. The Harvester 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 Landowner Revenue Bonds. Harvester 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 Landowner's capital expansion projects to be planned and constructed by Landowner 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 Harvester and delivery to Landowner 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 simultaneously with the execution of this Agreement.

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



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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM D

Discussion and Approval of a Change to TCAA Purchasing and Procurement Policy, Section 110.00

BACKGROUND

Currently when Staff receives a reoccurring utility bill such as power, phone or water, we have to issue a purchase order. This adds a significant amount of time processing expenses. The policy has also been updated to comply with current Florida Statutes 287.017 changing the 'not to exceed' amount from \$50,000 to \$35,000.

ISSUES

None Observed

ALTERNATIVES

The Airport Authority Board of Directors could approve or disapprove of the changes to TCAA Policy Section 110.00.

FISCAL IMPACT

N/A

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) make changes to the policy, and (3) authorize an Authority Officer or the Executive Director to execute the necessary documentation upon satisfactory review by legal counsel.

OBJECTIVE

To procure all supplies, materials, equipment, articles, items or services required by the Authority.

**METHOD OF
OPERATION**

**Procurement
Approval
Authority**

1. The Finance Manager is authorized to approve any type of procurement of items in an amount not to exceed the actual or estimated sum of ten thousand (\$10,000) dollars, subject to the availability of funds for such procurement, and subject to the provisions contained in this procedure. Additionally, the Finance Manager may delegate procurement approval authority vested in him/her to subordinate employees as deemed appropriate.
2. The Executive Director (or designee), is authorized to approve any type of procurement, not to exceed the actual or estimated amount of twenty-five thousand (\$25,000) dollars; and approve and award purchases of goods, services and capital items in an amount greater than \$25,000 but not to exceed \$50,000; execute agreements for those purchases; and authorize the expenditure of Authority funds from a budgeted funding source, when the award is based upon price competition as the result of an invitation to Bid or Request for Quotation subject to the availability of funds for such procurement. The Executive Director will advise the Authority Board of approved competitive awards exceeding \$25,000. The authorization to make expenditures exceeding ten thousand (\$10,000) dollars without Authority Board approval applies only to purchases that fall within the Authority Board approved budget.
3. Unless approved under paragraphs 1 and 2 above, all remaining procurements of any type must be approved by the Authority Board prior to being implemented except for purchases in an emergency situation exceeding fifty thousand (\$50,000) dollars which should be ratified at the Board meeting following the emergency.

Note: Authority Board approval is required whenever:

- Authority staff recommends a contract award to other than the low bidder or proposer,
- A waiver of these policies is requested in order to award a contract for Authority purchases exceeding fifty thousand (\$50,000) dollars.
- Purchases made without prior authorization will be given to the Executive Director for a determination.

Comment [JH1]: Director of Airports

Comment [JH2]: \$35,000

Comment [JH3]: Director of Airports

Comment [JH4]: thirty five (\$35,000)

Comment [JH5]: thirty five (\$35,000)

Comment [JH6]: Director of Airports

**Procurement
Classifications**

One of the following methods will be used in procuring items:

**Regular
Purchases**

The foregoing procedures will not be followed where purchases are made from the petty cash account. Such purchases will normally not exceed \$50.00, and will be documented by a signed receipt from employee who has made the purchase and is being reimbursed therefore.

**Quotations and
Bids**

Except as hereinafter set forth quotations and bids will be received for all purchases as follows:

\$0 - \$5,000

Direct purchases authorized.

\$5,000 - \$10,000

A quotation shall be obtained by telephone or in writing from at least two sources and the purchase shall be made from the supplier with the lowest quotation who meets reasonable requirements for delivery, service or other relevant considerations. Quotations shall be noted on a Record of Procurement from which shall become a part of the procurement package.

\$10,000 - \$25,000

Competitive bidding shall be sought by requests for quotations except when the Executive Director determines that sealed bids are in the better interest of the Authority. A minimum of three written quotations is required unless it is determined by the Executive Director that it is impossible or impractical to obtain this many quotations. The purchase shall be made from the supplier with the lowest quotation who meets reasonable requirements for delivery, service or other relevant considerations. All such transactions shall be documented with a Record of Procurement form which will reflect all quotations, justify the selecting of other than the low bid or quotation, and be made a part of the procurement package.

Comment [JH7]: Director of Airports

Comment [JH8]: Director of Airports

Over \$25,000

Procurements over \$25,000 will be by sealed bid unless otherwise directed by the Authority. All procurements in excess of \$50,000 shall be approved in advance by the Authority, unless such procurements have been specifically authorized in advance by the Authority in which case a full report of the procurement transaction will be made at the next Regular Board Meeting.

Comment [JH9]: \$35,000

Requisitions

Pre-numbered computer generated requisitions will be issued by the Finance Manager or designee. A standard requisition form will be used for all requested purchases.

All requisitions with supporting documentation must be submitted to the Finance Manager for determination of funds availability and approval prior to order being placed.

Purchase Orders

Pre-numbered computer generated purchase orders will be issued by the Finance Manager or designee, upon receipt of a properly authorized materials requisition or record of procurement, after receipt of competitive bids, determination whether funds are available, and Board approval as necessary. No purchase orders will be issued after the fact unless documented emergency.

A standard purchase order form will be used for all purchases. This will also include all monthly expenses incurred by the Airport Authority (water, sewer, lights, etc.).

Blanket purchase orders may be issued for miscellaneous items, parts, supplies or materials that are purchased weekly by the Maintenance Department. These blanket purchase orders must be requested from the Finance Manager and should include a description and types of items to be purchased, the period of time the order will remain valid, and the maximum dollar amount not to be exceeded. The Finance Manager will monitor all purchases made on a blanket purchase order.

The Executive Director or the Finance Manager may cancel blanket purchase orders if misuse occurs.

Office supplies will be ordered on a monthly basis. A list of the supplies with prices must be submitted to the Finance Manager prior to ordering for determination of funds availability. When authorized, a purchase order will be issued and the items can be ordered.

Any unauthorized purchases will be returned to the purchaser and will not be paid without direct authorization from the Executive Director.

Credit Cards

On those items where prepayment is needed, a company – credit card will be used. The original documents (receipt) showing prepayment is required, and is to be forwarded to the Finance Manager to reconcile statement for credit cards. These types of purchases should be kept to a minimum and under \$500.00. These transactions must be authorized prior to items being ordered or purchased.

Comment [JH10]: All reoccurring monthly expenses incurred by the Airport Authority will not require a purchase order (water, sewer, lights, phone, etc.)

Comment [JH11]: Director of Airports

All credit card receipts are due to the Finance Manager with a description of the purchase monthly in order to reconcile the account. Cardholders must arrange for duplicate receipts to replace lost or misplaced receipts.

Credit cards will be issued mainly for travel purposes. A travel authorization is required prior to making travel arrangements.

**Sole Source
Procurement**

Procurement made when supplies or services are limited to one source and not otherwise obtainable or when they must be obtained from a specific manufacturers' dealer.

**Emergency
Purchases**

Emergency purchases are made in an emergency situation in which the immediate procurement of an item is essential to prevent delays in the work of a department, or to prevent injury to the life, health, safety, or convenience of passengers, employees, or the public at the Airport.

**APPROVAL AND
UPDATE
HISTORY**

Approval

November 19, 2002

Revisions

November 6, 2003
May 20, 2021



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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM E

Discussion and Approval of the Replacement of the Air Conditioning Unit at the U. S. Aviation Training Solutions Facility

BACKGROUND

The current air conditioning system at the USATS facility is obsolete and not working. The building is owned by the Authority and the current lease does not favor the tenant replacing it.

ISSUES

None Observed

ALTERNATIVES

The Airport Authority Board of Directors could approve, disapprove or request more quotes from alternative vendors for the replacement of the system.

FISCAL IMPACT

The lowest bid to replace the unit was \$27,360.00

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) select the lowest bid from Tilford Air and Heat Inc. of \$27,360.00, and (3) authorize an Authority Officer or the Executive Director to execute the necessary documentation upon satisfactory review by legal counsel.



**Tilford Air & Heat Inc. (Remit To: PO
Box 326, Mims, FL 32754)**
3650 Bobbi Lane , Ste. 111
Titusville, FL 32780

ESTIMATE	#1577
SCHEDULED DATE	Fri May 7, 2021 7:00pm
TOTAL	\$27,360.00

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

CONTACT US

(321) 806-6443
TilfordAirNHeat@bellsouth.net

(321) 267-8780

ESTIMATE

Services	qty	unit price	amount
Estimate - A/C System	1.0	\$27,360.00	\$27,360.00

Installation of a 15 ton Comfortmaker heat pump system. To include new concrete pad with hurricane rated tie downs, new copper line set, new drain line with safety switch, digital thermostat, seal new connections, remove existing equipment, permit, labor, and all necessary materials to complete job to code.

Unit to be removed off the roof due to the weight difference of new system. The replacement with exact setup isn't available without being made from factory 6-8 weeks. This replacement is the exact same minus compressors are in outdoor unit. Unit will get relocated to the ground. Electrical relocate as well by licensed electrician included.

Zone and erv system will be gone through to try to reuse if not all dampers will be locked in open position with a single area thermostat.

Warranty: 5 year compressor, 1 year parts, 1 year labor

Unit Information:

AH - M: / S:

CND - M: / S:

Requirements:

50% Down with signed estimate

Remaining balance due at completion

Permits are required for all new systems. We pull your permit with the city or county depending on your location. Once the job is complete the office will call you to set up an inspection with the city/county to close out the permit. An adult 18 years or older must be on site during the inspection. Our office attempt to contact 3 times, any fees that accrue with the city/county that are due to negligence are the responsibility of the property owner.

Total \$27,360.00

Thank you for choosing Tilford Air & Heat for your comfort needs!

Terms: Payment due upon completion. You agree to pay for all services. You agree that all repairs, services, or installations performed are satisfactory to you. Payment is due upon receipt. Fees will be applied to all delinquent balances after 30 days.

Please mail payments to:

Tilford Air and Heat, Inc.

P.O. Box 326

Mims, FL 32754

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

Payment, up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the Recovery Fund and



625 Cypress Road
Merritt Island, Florida 32952
(321) 452-5665
Estimation Fax (321) 453-4745
E-mail: rmollica@miacfl.com

Date: April 23, 2021
To: Titusville – Cocoa Airport Authority
Attn: Justin Hopman

Re: HVAC Renovations VE Proposal

- Demo existing air handler and condenser.
- Provide and install package unit with same capacities
- Fabricate and install sheet metal duct to adapt to existing air distribution system.
- Reconnect existing power services for new unit.
- Disconnect exist smoke detectors and reinstall.
- Disconnect and force open all connected vav boxes turning system into constant volume.
- Provide and install necessary condensate drain from unit to existing drain.
- Provide digital programmable t-stat with remote return air sensor.
- Lift fees
- Permit fees

Cost for above scope***\$36,712.00**

**Thank you for considering Merritt Island Air & Heat, Inc. for this project.
Pricing is good for 30 days.**

Robert Mollica

**Robert Mollica
Commercial Solutions Consultant
Merritt Island Air & Heat Inc.
321-508-9276**

Acceptance----- Title----- Date-----

Precision Air Conditioning

Of Brevard, Inc.

505 Canaveral Groves Blvd

Cocoa, Fl. 32926

License #CM-C1249533

Bid # B-1840

Date: 5/5/21

Attn: Justin Hopman

E-Mail: jhopman@flairport.com

Ref: Bldg. 1 AC System Replacement

Subj.: Scope and Quote

Precision Air Conditioning of Brevard, Inc. will provide all labor, equipment and installation of the Air Conditioning and Mechanical System(s) as noted below:

- I. Drawings: None
- II. Specifications: None Industry Standards
- III. Addendum: None
- IV. Included:

- One (1) 15 ton Air Cooled Condensor (no coatings) to be mounted "on grade" adjacent to the existing pad mounted transformer directly outside the existing mechanical room.
- Electrical will be modified/extended to the new condenser location outside on grade
- One (1) 15 ton Straight Cool Air Handling Unit
- Existing duct mounted Heater to remain as is...out intent is to disconnect "at the unit" and reconfigure the ductwork to fit the new Air Handler at that location...no work to existing duct heater, smoke detectors, by pass damper, etc.
- Ductwork will be modified to fit the new Air Handling Unit as required. All ductwork will be fabricated to 2" w.g. standards using G90 coated galvanized steel
- All ductwork will be insulated to match existing using 2.2" thick, ¾ lb. blanket insulation with FSK jacketing.
- Refrigerant piping will be installed and pressure tested prior to insulation being installed
- Refrigerant suction piping will be insulated with ¾" thick Armaflex insulation (low flame and smoke)
- Exterior insulation will be coated with UV resistant Armaflex paint (2-coats)
- The DDC Controls are assumed to be functioning and will be disconnected and re-connected...we have allowed four (4) hours for a JCI technician to perform diagnostics to the existing programming...any discrepancies found will be brought to the owners attention for further disposition and resolution.
- The existing condenser located on the roof will be removed and the roof repaired to match the existing. All roof repairs will be performed by licensed roofing contractors certified to perform repairs to the existing roof membrane. There will be no need to access the roof after these modifications are complete as the condenser will now be located "on grade" outside the existing mechanical room.
- Test and Balance will be performed at the "unit level" when all work has been completed.
- All lifting and rigging
- Final clean up

V. Excluded:

- Permits, Design Calculations, Engineering, Stamped/Sealed Drawings, etc. of any kind
- Extended Warranties...only Standard Manufacturers Warranties are included...basically, 12 months from start up or 18 months from shipping. If extended warranties are required, we will gladly solicit pricing for that specific equipment and duration anticipated.
- Seismic Restraints of any kind
- Underground Utility Locates
- Commissioning...we do include Start Up & Check Out
- X-ray work, if required, is **NOT** included
- Vibration Testing of any kind
- Temporary A/C of any kind unless noted above
- Negative air, HEPA filters, individual work enclosures, etc.
- Duct cleaning of any kind
- Fire Proofing patch or repair (*we will remove as necessary*)
- Motor Starters, Disconnects, wiring of smoke, fire/smoke or other life safety devices.
- All Fire Protection
- Fire Alarm Interlock Wiring of any kind
- Duct Mounted Smoke Detectors unless specifically indicated as being "Included" above
- Auxiliary/Supplemental Supports, Str. Steel, Bar Joist Reinforcement, etc. UNO above
- Dewatering or rock removal
- Sod
- Overtime
- Quoted price based on Normal Working Hours/Days
- Soils, laboratory, compaction or testing fees
- Meters (water or gas)
- Asbestos, ACM, or other hazardous material ID, abatement or removal of any kind
- Temporary filter media over supply and return grilles.
-

VI. Total Price\$ **66,125.00**

Precision Air Conditioning carries an Industry Standard Insurance Umbrella in the amount of \$1,000,000.00

If Payment and Performance Bonds are required, please add 1.44% to this price.

Should you have any questions, please contact the undersigned at (321) 617-6902.

Sincerely,
Precision Air Conditioning of Brevard, Inc.

Richard Canham
President



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: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM F

Discussion 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

04/10/21	COI Corp Hangar	Michael Baker	\$10,500.00
04/13/21	Hangar 52 Demo	Michael Baker	\$4,500.00
04/15/21	Hangar 52 Demo	Nautilus Earth	\$33,468.99
05/14/21	Hangar 52 Demo	Nautilus Earth	\$84,594.45
05/14/21	NASI Project	Michael Baker	\$29,513.00

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 Interim Executive Director to execute the necessary documentation upon satisfactory review by legal counsel.



MICHAEL BAKER INTERNATIONAL, INC.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing (803) 231-4014

APRIL 10, 2021

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

INVOICE NO. 1112646
BAKER PROJECT NO. 179595
REQUEST NO. 2
FDOT PROJECT NO. FM 438461-1-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF
CORPORATE HANAGER (PROEJECT @ MERRITT ISLAND AIRPORT)

FOR FEES BILLED THROUGH NOVEMBER 1, 2020 THROUGH MARCH 31, 2021

CONTRACT VALUE \$112,994.00

DESIGN SERVICES

		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
DESIGN AND BID SERVICES			
17.93% COMPLETE OF	\$73,002.00	\$10,500.00	\$13,087.65
INITIAL PERMITS			
83.23% COMPLETE OF	\$3,722.00	\$0.00	\$3,097.64
PHASE 5 - CONSTRUCTION ADMINISTRATION			
0.00% COMPLETE OF	\$31,270.00	\$0.00	\$0.00
(SUBCONSULTANTS)			
0.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$3,000.00	\$0.00	\$0.00
0.00% HONEYCUTT AND ASSOCIATES	\$2,000.00	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL EARNINGS		\$10,500.00	\$16,185.29
AMOUNT DUE THIS INVOICE			\$10,500.00

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
Michael Baker International, Inc. 515
N. Flagler Drive, Suite 303
West Palm Beach, FL 33401
561 812-6400

APRIL 13, 2021

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

INVOICE NO. 1112764
BAKER PROJECT NO. 169511
REQUEST NO. 6
FDOT PROJECT NO. FM 437021-1-94-01

RE: HANGAR 52 DEMOLITION

FOR FEES BILLED THROUGH MARCH 1, 2021 - MARCH 31, 2021

CONTRACT VALUE		INVOICED THIS PERIOD	INVOICED TO DATE
\$63,872.00			
<u>BASIC SERVICES (DESIGN)</u>			
PHASE 1 - INITIAL DESIGN PACKAGE (60%)			
100.00% COMPLETE OF \$8,572.00		\$0.00	\$8,572.00
PHASE 2 - FINAL DESIGN PACKAGE (100%)			
100.00% COMPLETE OF \$9,591.00		\$0.00	\$9,591.00
<u>BASIC SERVICES (BIDDING)</u>			
PHASE 3 - BIDDING			
77.74% COMPLETE OF \$3,390.00		\$550.00	\$2,635.44
PHASE 4 - SPECIAL SERVICES			
100.00% COMPLETE OF \$2,233.55		\$0.00	\$2,233.55
SUBCONSULTANT			
GEO TECHNICAL \$2,700.00		\$0.00	\$2,700.00
SUBCONSULTANT			
TOPOGRAPHIC SURVEY \$11,600.00		\$0.00	\$9,700.00
SUBCONSULTANT			
ASBESTOS SURVEY \$2,500.00		\$0.00	\$0.00
PHASE 5 - PROJECT MANAGEMENT			
95.43% COMPLETE OF \$2,585.00		\$450.00	\$2,466.81
PHASE 6 - CA & INSPECTION			
48.57% COMPLETE OF \$11,316.80		\$3,500.00	\$5,497.10
PHASE 7 - STORMWATER PERMITTING			
100% COMPLETE OF \$9,383.65		\$0.00	\$9,383.65
			\$52,779.55
AMOUNT DUE THIS INVOICE		\$4,500.00	\$4,500.00

[Handwritten signature] 5/6/21

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville Cocoa Airport Authority
355 Golden Knights Blvd
Titusville, Florida 32780

PROJECT: FM

TIX Hangar 52 Demolition
437021-1-94-01

APPLICATION NO. 1
APPLICATION DATE 4/15/2021
PERIOD FROM: 4/9/2021
PERIOD TO: 4/15/2021
Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM: Nautilus Earth Management
13506 Summerport Village Pkwy # 772
Windermere Florida 34786

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	\$ 255,280.57
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE	\$ 255,280.57
4. TOTAL COMPLETED & STORED TO DATE \$ (Column J on G703)	\$ 37,187.82-77
5. RETAINAGE	
a. 10% of Completed Work (Columns D + E on G703)	\$ 3,718.78
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 3,718.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 33,468.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 33,468.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 221,811.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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:

By:

State of: Florida

County of: Orange

Subscribed and sworn to before

me this 15 day of

April, 2021

Date:

4-15-2021

MARY E. ATHERTON

NOTARY PUBLIC

STATE OF FLORIDA

Comm# GG147646

Expires 10/14/2021

Notary Public: Mary E. Atherton

My Commission Expires: October 14, 2021

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

\$37,187.77

(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.)

ENGINEER:

Date:

15 Apr 2021

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.

4/19/2021

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville Cocoa Airport Authority
355 Golden Knights Blvd
Titusville, Florida 32780

PROJECT: TIX Hanger 52 Demolition
FM 437021-1-94-01

APPLICATION NO. 2
APPLICATION DATE 5/14/2021
PERIOD FROM: 4/16/2021
PERIOD TO: 4/30/2021
Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM: Nautilus Earth Management
13506 Summerport Village Pkwy # 772
Windermere Florida 34786

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 \$ 255,280.57
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE \$ 255,280.57
4. TOTAL COMPLETED & STORED TO DATE \$ 131,181.60
(Column J on G703)

5. RETAINAGE

a. 10 % of Completed Work
(Columns D + E on G703) \$ 13,118.16
b. 0 % of Stored Material
(Column F on G703) \$ 0.00
Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 13,118.16

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total) 118,063.44

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 33,468.99

8. CURRENT PAYMENT DUE \$ 84,594.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 137,217.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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:

By: Shirley Peet Date: 5-14-21

State of: Florida PHYSICALLY PRESENT

County of:

Subscribed and sworn to before

me this 14 day of May, 2021

Notary Public:

An J Haygood
My Commission Expires: July 17, 2024

Susan L. Hays-South
Notary Public
State of Florida
Comm# HH018315
Expires 7/17/2024

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.)

ENGINEER:

By: [Signature] Date: 14 May 2021

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.

\$ 84,594.45

12/2/15



Michael Baker International, Inc.
515 N. Flagler Dr, Suite 303
West Palm Beach, FL 33401
561 812-6400

Invoice Date: 5/14/2021
Invoice No: 12-1116184
Invoice Amount: \$29,513.00

Mr. Justin Hopman, Executive Director
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services November 2, 2020 Through May 2, 2021

Agreement Number: TICO-GEC 2013
Project Name: N. A. Security and Infrastructure
Project Number: 153465

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: McDaniel, Aaron Dale - Aaron.McDaniel@mbakerintl.com
Invoice Inquiries: Jones, Linda - lbjones@mbakerintl.com

Michael Baker INTERNATIONAL

Michael Baker International, Inc.
515 N. Flagler Dr, Suite 303
West Palm Beach, FL 33401
561 812-6400

Agreement Number: TICO-GEC 2013
Project Name: N. A. Security and Infra.
Project Number: 153465

Invoice for Professional Services November 2, 2020 Through May 2, 2021

FDOT FM 435310-1-94-01

Task Name	Contract Value	% Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
<u>Design and Implementation</u>						
Design	\$49,325.00	100.00%	\$0.00	\$49,325.00	\$49,325.00	\$0.00
Reg SW Plan	\$26,200.00	100.00%	\$0.00	\$26,200.00	\$26,200.00	\$0.00
Topo/Utility Survey	\$15,470.00	100.00%	\$0.00	\$15,470.00	\$15,470.00	\$0.00
Geotech	\$4,090.00	100.00%	\$0.00	\$4,090.00	\$4,090.00	\$0.00
Site Electrical	\$6,000.00	100.00%	\$0.00	\$6,000.00	\$6,000.00	\$0.00
Bidding	\$4,078.00	100.00%	\$0.00	\$4,078.00	\$4,078.00	\$0.00
Construction Phase	\$38,189.00	20.00%	\$0.00	\$7,637.80	\$7,637.80	\$30,551.20
QA Construction Testing	\$8,050.00	0.00%	\$0.00	\$0.00	\$0.00	\$8,050.00
Permit Closeout	\$2,750.00	100.00%	\$0.00	\$2,750.00	\$2,750.00	\$0.00
<u>Permitting Allowance</u>						
Env Resource Permit Fee	\$5,000.00	100.00%	\$0.00	\$5,000.00	\$5,000.00	\$0.00
<u>Amendment 01</u>						
Field Data Collection	\$5,886.00	100.00%	\$0.00	\$5,886.00	\$5,886.00	\$0.00
Env. Permitting	\$37,093.85	100.00%	\$0.00	\$37,093.85	\$37,093.85	\$0.00
Additional Topo Survey	\$5,800.00	100.00%	\$0.00	\$5,800.00	\$5,800.00	\$0.00
Additional Geotech Investigation	\$5,300.00	100.00%	\$0.00	\$5,300.00	\$5,300.00	\$0.00
<u>Amendment 02</u>						
Update Survey w/ROW Easement	\$9,788.00	100.00%	\$9,788.00	\$0.00	\$9,788.00	\$0.00
Modify Pond 1 & Kemp St. Storm Water	\$12,191.00	100.00%	\$12,191.00	\$0.00	\$12,191.00	\$0.00
Modify Sanitary System Design	\$10,068.00	50.00%	\$5,034.00	\$0.00	\$5,034.00	\$5,034.00
Add Cons Admin (Issue Changes)	\$4,387.00	0.00%	\$0.00	\$0.00	\$0.00	\$4,387.00
ODC: Title Work, Permit Fees, Repro, Travel	\$4,600.00	54.35%	\$2,500.00	\$0.00	\$2,500.00	\$2,100.00
RPR	\$64,820.00	0.00%	\$0.00	\$0.00	\$0.00	\$64,820.00
Totals	\$319,085.85	63.98%	\$29,513.00	\$174,630.65	\$204,143.65	\$114,942.20

Resident Project Representative Breakdown

	Rate	Hours/Units	Current Amount	Hours/Units To Date	Invoiced To Date
Inspector NTE	\$56,700.00	\$90.00	0.00	\$0.00	\$0.00
Meals (Week)	\$2,100.00	\$150.00	0.00	\$0.00	\$0.00
vehicle (Week)	\$2,520.00	\$180.00	0.00	\$0.00	\$0.00
Lodging (Week)	\$3,500.00	\$250.00	0.00	\$0.00	\$0.00

Total Invoice Amount Due: \$29,513.00



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@fairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Executive Director

DATE: May 20, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM G

Discussion and Consideration of the Proposed 2021-2022 Fiscal Year Budget

BACKGROUND

The Titusville-Cocoa Airport Authority annually submits a tentative fiscal year budget to Brevard County as part of the budget process.

ISSUES

The Titusville-Cocoa Airport Authority operates on an Operations and Maintenance Budget (O & M) and is self-sustaining for daily operations. The Airport Authority receives no Ad Valorem taxes.

ALTERNATIVES

The Airport Authority Board could approve or disapprove the proposed Budget as presented and request a modification.

FISCAL IMPACT

The 2021-2022 Fiscal Year Budget is a total of \$2,722,255.00

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the proposed 2021-2022 Fiscal Year Budget, which excludes any Ad Valorem taxes, for submittal to the County, and (2) authorize an Authority Officer or the CEO to execute the necessary documentation upon satisfactory review by legal counsel.

**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2021 / 2022**

Account Description	Budget FY 2020 / 2021	Proposed Budget FY 2021 / 2022	Difference	Percentage Change +/-
PERSONNEL SERVICES				
Regular Salaries	744,427	699,988	(44,439)	-6.0%
Payroll Taxes	56,949	53,549	(3,400)	-6.0%
Workmans Comp Insurance	20,000	12,593	(7,407)	-37.0%
Allocated Benefits	250,370	243,674	(6,696)	-2.7%
Retirement	111,128	103,261	(7,867)	-7.1%
Insurance	136,242	137,413	1,171	0.9%
Education	3,000	3,000	0	0.0%
TOTAL PERSONNEL SERVICES	1,071,746	1,009,804	(68,639)	-6.4%
OPERATING EXPENSES/CAPITAL OUTLAY				
Professional Services				
Appraisals (last performed in 2015)	25,000	0	-	0.0%
Land/Building Appraisals	25,000	0	-	0.0%
General Consultant	10,000	10,000	-	0.0%
Legal Fees	55,000	60,000	5,000	9.1%
Attorney Fees	55,000	60,000	5,000	9.1%
Accounting and Auditing	34,000	32,900	(1,100)	-3.2%
Annual Audit (CPA)	28,000	26,600	(1,400)	-5.0%
Payroll Company (Paychex)	5,200	5,500	300	5.8%
Misc Accounting Fees	800	800	-	0.0%
Other Contractual Services				
Temporary Help	-	2,000	2,000	
ARFF Temp Service	-	2,000	2,000	
Federal Consulting Services	-	0	-	
Legislative Services	-	0	-	
Computer Technical Support	3,000	6,600	3,600	120.0%
Tech Support	3,000	6,600	3,600	120.0%
Janitorial Services	7,000	7,200	200	2.9%
Cleaning Services	7,000	7,200	200	2.9%
Other Contractual Services	1,500	1,500	-	0.0%
Landscaping	1,000	1,000	-	0.0%
New Employee Testing & Evaluation	500	500	-	0.0%
Travel and Training				
Travel & Per Diem	6,000	4,000	(2,000)	-33.3%
Aviation Related Migs and Conferences	6,000	4,000	(2,000)	-33.3%
Training & Education	12,000	6,000	(6,000)	-50.0%
Employee Training	6,000	3,000	(3,000)	-50.0%
Employee Development	6,000	3,000	(3,000)	-50.0%
Communications and Freight				
Telecommunications	31,950	43,700	11,750	36.8%
541001 Telephone	12,000	18,000	6,000	50.0%
541301 Cellular Phones	7,000	8,000	1,000	14.3%
541401 Cable	950	1,700	750	78.9%
541501 Internet Fees	12,000	16,000	4,000	33.3%

TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2021 / 2022

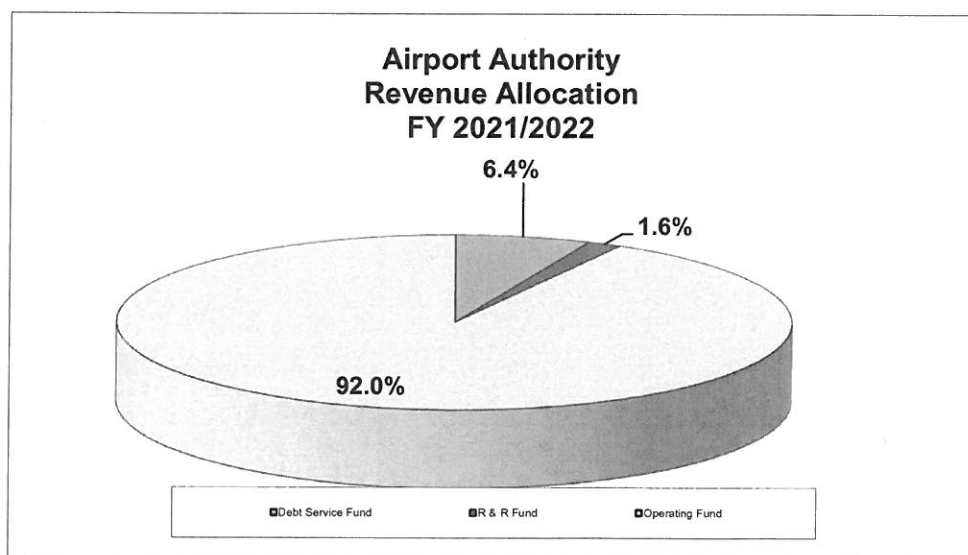
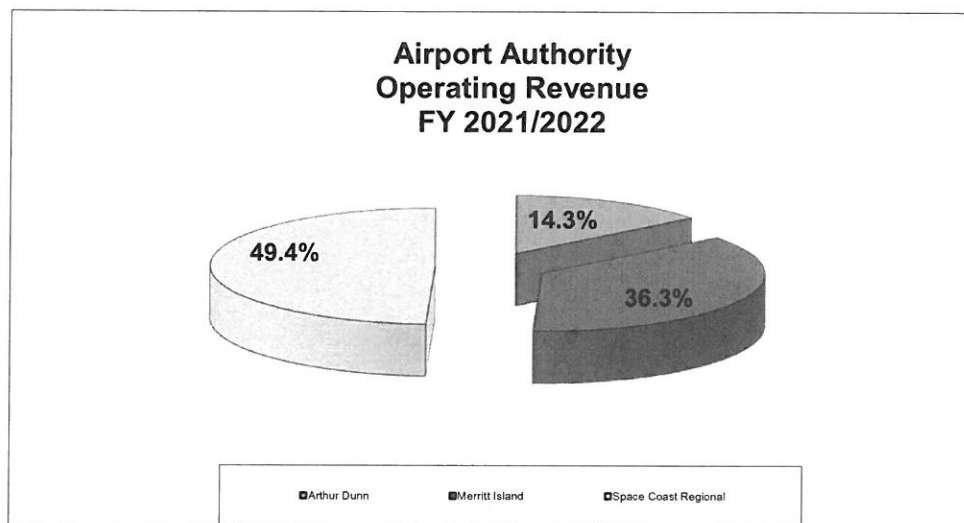
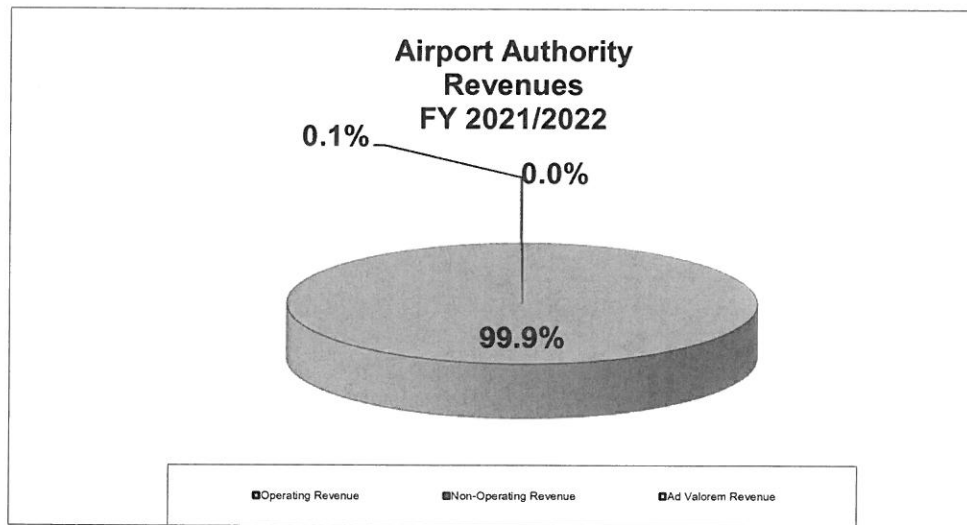
Account Description	Budget		Proposed Budget		Difference	Percentage Change +/-
	FY 2020 / 2021	FY 2021 / 2022	FY 2021 / 2022	FY 2021 / 2022		
Postage						
542001 Postage	3,000		2,500		(1,000)	-25.0%
542101 Express Mail Delivery	1,000		500		-	
Utility Services						
Utility Services						
543190 Water/Sewer/Irrigation	18,000		20,000			
543090 Electricity	120,000		105,000			
Storm Water Fees	10,000		10,000			
Solid Waste & Recycling	14,000		20,000			
Rentals and Leases						
Rentals & Leases						
544001 Equipment & Dumpster Rental	2,500		5,000			
544102 Postage Machine	700		700			
544101 Copy Machine	2,000		2,000			
544103 Phone System	3,000		0			
Insurance						
Property & Casualty						
Buildings & Equipment 268643	265,980		296,798		30,818	11.6%
Liability						
Fuel Tanks 3715	3,000		3,000			
General Liability 8150	9,000		8,264			
Auto Liability 16936	19,830		14,589			
Housing	8,000		0			
Officers Liability 6752	6,125		7,177			
Other Insurance & Bonds						
Employee Bond 888	296		296			0.0%
Repairs and Maintenance						
Maintenance Contracts						
Service Contracts	9,000		9,000			
Recycling	-		-			
Pest Control	1,600		1,600			
Lift Station	2,400		2,400			
Repairs & Maintenance						
T-Hangar Maintenance	90,000		90,000			
Auto Repair	10,000		13,000			
Facilities Department Equipment	90,000		50,000			
Authority Buildings	90,000		90,000			
Office Equipment	2,000		2,000			
Printing & Binding						
Printing & Binding						
General Printing and Binding	700		700			0.0%
Promotional Activities						
Advertising						
Marketing	10,000		7,500			
Website	5,000		7,500			
Other Promotional Activities						
NBAA Annual Conference						
AOPA Annual Conference						
General Promo Activities	7,000					
Presentation/Promo Material						
Other Current Charges and Obligations						

**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2021 / 2022**

Account Description	Budget FY 2020 / 2021		Proposed Budget FY 2021 / 2022		Difference	Percentage Change +/-
Legal Notices & Advertising						
	Legal Notices (RFP/RFB)	6,000			1,450	26.1%
	Board Meeting Dates	1,000			-	
Other Current Charges						
	Redevelopment Fees				(23,000)	-100.0%
	Real Estate Taxes	13,000			-	
	Tax Appraiser Fees	5,000			-	
	Tax Collector Fees	5,000			-	
Office Supplies						
	Office Supplies		8,000		-	0.0%
Operating Supplies						
	Operating Supplies				-	
	Fuel Products	45,000			(5,000)	-11.1%
Operating Furniture, Equipment and Software						
	Office Furniture	2,500			-	0.0%
	Office Software	1,500			-	
	Computer Equipment	4,000			-	
	Vehicle Tracking Hardware & Software	2,000			-	
Uniforms						
	Facilities Uniforms	5,000			(500)	-7.7%
	ARFF Uniforms	1,500			-	
Books, Publications, Subscriptions and Memberships						
	Books & Subscriptions				-	
	Airport Publications, Subscriptions	-	0		-	0.0%
Dues & Memberships						
	AAAE, FAC, SEC, etc	2,500			-	0.0%
	FAC Airport Mem., Chambers, EDC, etc.	2,500			-	
Capital Outlay						
	Capital Outlay (Vehicles & Equipment)	100,000			(25,000)	-25.0%
Development						
	Projects Local Match (X21)	75,000			(24,100)	-8.0%
	Projects Local Match (TIX)	100,000			-	
	Projects Local Match (COI)	125,000			-	
Contingency						
	Contingency	101,229			15,237	15.1%
TOTAL OPERATING EXPENSES/CAPITAL OUTLAY		\$1,593,860			(76,170)	-4.8%
GRAND TOTAL		\$2,463,678			\$2,503,594	39,916
						1.6%

**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2021/2022**

	<u>Arthur Dunn</u>	<u>Merritt Island</u>	<u>Space Coast</u>	<u>Total</u>
Operating Revenue				
T'Hangars	\$ 181,187	\$ 663,839	\$ 342,501	\$ 1,187,527
Service Centers	78,941	48,877	317,193	\$ 445,011
Building Leases	78,163	252,811	538,266	869,240
Land Leases	20,260	18,275	144,892	183,427
Other Leases	<u>30,240</u>	<u>3,973</u>	<u>337</u>	<u>34,550</u>
Total Operating Revenue	<u>\$ 388,791</u>	<u>\$ 987,775</u>	<u>\$ 1,343,189</u>	<u>\$ 2,719,755</u>
 Non-Operating Revenue				<u>\$2,500</u>
 Requested Ad Valorem Taxing Authority				\$0
 Total Revenue Budget				<u><u>\$ 2,722,255</u></u>
 Transfer to Other Funds				
Debt Service Fund				\$ 174,445
Renewal and Replacement Fund				44,216
Operating Fund				<u>2,503,593</u>
 Total				<u><u>\$ 2,722,255</u></u>



Titusville-Cocoa Airport Authority
Check Register
For the Period From Apr 1, 2021 to Apr 30, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39010	4/9/21	A T & T	101000	341.95
39010V	4/9/21	A T & T	101000	-341.95
39011	4/9/21	A T & T	101000	549.26
39012	4/9/21	Board Of Co. Commi	101000	10,984.34
39013	4/9/21	Brevard County Utility	101000	100.00
39014	4/9/21	Brown & Brown Insur	101000	73,211.75
39015	4/9/21	Clyde Butler	101000	296.83
39016	4/9/21	Central Hydraulics	101000	179.85
39017	4/9/21	CHLIC	101000	505.79
39018	4/9/21	City Of Titusville	101000	781.73
39019	4/9/21	Cocoa Beach Area C	101000	390.00
39020	4/9/21	Carr, Riggs & Ingram	101000	2,800.00
39021	4/9/21	Davies, Houser, Secr	101000	700.00
39022	4/9/21	Davis Vision, Inc.	101000	69.75
39023	4/9/21	Dish	101000	201.68
39024	4/9/21	Faster Than Sound, I	101000	510.00
39025	4/9/21	Florida Coast Equipm	101000	9.24
39026	4/9/21	Florida Today #1262	101000	195.86
39027	4/9/21	Florida Power & Light	101000	658.40
39028	4/9/21	Goodyear	101000	2,441.07
39029	4/9/21	Globenet Global Com	101000	3,837.50
39030	4/9/21	Vantagepoint Transfe	101000	1,331.20
39031	4/9/21	Home Depot Credit S	101000	339.71
39032	4/9/21	Lacey's Lock Service	101000	319.00
39033	4/9/21	Lowes	101000	638.22
39034	4/9/21	Marie's Coffee Servic	101000	71.25
39035	4/9/21	Michael Baker Intern	101000	18,328.00
39036	4/9/21	Nix Pest Managemen	101000	256.00
39037	4/9/21	O'Reilly Auto Parts, I	101000	190.77
39038	4/9/21	Pitney Bowes Global	101000	34.50
39039	4/9/21	Southern Janitor Sup	101000	236.83
39040	4/9/21	Standard Insurance	101000	542.08
39041	4/9/21	Staples	101000	440.63
39042	4/9/21	V. A. Paving	101000	382,462.7

Titusville-Cocoa Airport Authority
Check Register
For the Period From Apr 1, 2021 to Apr 30, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39043	4/9/21	Waste Management	101000	425.32
39044	4/9/21	Water Cannon, Inc.	101000	2,624.32
39045	4/9/21	WhiteBird Attorneys	101000	6,307.50
39046	4/9/21	Windstream Commu	101000	214.10
39047	4/9/21	Wolen, L.L.C.	101000	1,766.33
39048	4/9/21	Seashore Solutions,	101000	2,194.20
39049	4/9/21	Oscar Patino	101000	372.76
39044V	4/9/21	Water Cannon, Inc.	101000	-2,624.32
39050	4/9/21	Watkins Fuel Oil	101000	2,624.32
39051	4/23/21	SYNCB/AMAZON	101000	2,803.79
39052	4/23/21	A T & T	101000	190.66
39053	4/23/21	A T & T	101000	698.93
39054	4/23/21	AT&T Mobility	101000	341.49
39055	4/23/21	Brevard County Utility	101000	100.00
39056	4/23/21	Bucks Lawnmower S	101000	7.96
39057	4/23/21	City Of Cocoa	101000	231.84
39058	4/23/21	City Of Titusville	101000	530.10
39059	4/23/21	DynaFire, Inc.	101000	540.00
39060	4/23/21	Florida Today #1262	101000	176.32
39061	4/23/21	Florida Power & Light	101000	5,732.74
39062	4/23/21	Goodyear	101000	45.00
39063	4/23/21	Vantagepoint Transfe	101000	1,331.20
39064	4/23/21	Michael Baker Intern	101000	6,073.60
39065	4/23/21	Naturchem, Inc.	101000	460.50
39066	4/23/21	Nautilus Earth Manag	101000	33,468.99
39067	4/23/21	Windstream Commu	101000	353.55
39068	4/23/21	Safety-Kleen System	101000	1,410.09
39069	4/23/21	Florida Coast Equipm	101000	288.44
39070	4/23/21	Seashore Solutions,	101000	2,265.75
39071	4/23/21	Leonard Duncil	101000	219.98
39072	4/23/21	Randi Newman	101000	41.25
39073	4/23/21	William Pinyon	101000	652.14
Total				575,482.8

Titusville-Cocoa Airport Authority
Check Register
For the Period From Apr 1, 2021 to Apr 30, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount