

John Craig
Chairman
Donn Mount
Vice Chairman/Treasurer
Roger Molitor
Al Voss
Mark Grainger
Jessica Curry
Kevin Daugherty, AAE
Director of Airports
Adam Bird
Attorney

Agenda
Regular Meeting of the Titusville-Cocoa Airport Authority
August 19, 2021 – 4:00 PM

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Consent Agenda
 - a. Approval of Minutes – Regular Board Meeting, July 15, 2021
 - b. Approval of FAA Grant Resolutions for Signatory Authority
 - 1. FAA AIP 3-12-0080-032-2021
(Runway 9 – 27 Rehabilitation)
- F. New Business
 - a. Approval of Invoices for Projects
- G. Director’s Report
 - a. Capital Improvement Projects Update
 - b. Strategic Business Plan Scope of Work
 - c. FAA Application for Federal Assistance
 - 1. Space Coast Regional Airport
 - 2. Merritt Island Airport
 - 3. Arthur Dunn Airpark
 - d. Finance Manager Job Description / Posting
- H. Facilities & Operations Manager Report

- a. FDOT Airports Annual Inspection Results
 - b. Facility Repair Updates
 - c. Merritt Island Airport AWOS Update
- I. On-Going Board Directives
- J. Marketing Update
 - a. New Website & Logo
- K. Real Estate Update
 - a. 6990 Tico Road Facility
- L. Attorney's Report
 - a. Investigation Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Wooldridge
 - b. Informal Part 13 Complaint Report Findings
- M. Airport Financial Report
- N. Authority Members Report
- O. Public Comments
- P. Adjournment

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on July 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. Donn Mount, Vice Chairman/Treasurer; Mr. Al Elebash, Secretary; Mr. Jerry Sansom; Mr. Al Voss; Mr. Mark Grainger, via video conference; Mr. Justin Hopman, Interim Executive Director; Mr. Adam Bird, Attorney. Mr. Roger Molitor 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. Mr. Hopman stated that they would need to remove New Business, Item C from the agenda. Mr. Sansom stated that he would like the presentation of the Invoices for Projects moved to New Business. Mr. Craig called for a motion to approve the Agenda as amended. Mr. Sansom made the motion. Mr. Elebash 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. May 20, 2021 – Regular Board Meeting
2. June 3, 2021 – Special Board Meeting
3. June 17, 2021 – Regular Board Meeting

Item B – Approval of FDOT Grant Resolutions for Signature Authority

Mr. Craig called for a motion to approve the Consent Agenda as amended. Mr. Elebash made the motion. Mr. Voss 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. Hopman gave an overview of the item, stating that nothing had changed. Mr. Craig called for a motion. Mr. Mount made a motion to postpone the item. Mr.

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

Item B – Discussion of the Proposed 2021-2022 Fiscal Year Budget

Mr. Craig opened the floor for discussion in the event that anyone wanted to comment or suggestions. Mr. Hopman stated that nothing had changed. Mr. Craig asked if there were any questions. Seeing none, Mr. Craig closed the item.

New Business

Item A – Discussion and Approval of Request for Proposals to Conduct Airport Property Appraisals

Mr. Hopman gave an overview of the item, stating that the Airport Authority put out an RFP for the required Airport Property Appraisals and had received two bid packages from Slack, Johnston & Magenheimer and Tuttle-Armfield-Wagner. Mr. Hopman stated that Slack, Johnston & Magenheimer came in at a lower cost and a quicker turn-around time. Mr. Hopman stated that Staff's recommendation was to go with Magenheimer.

Mr. Craig called for a motion to approve Staff's recommendation. Mr. Sansom made the motion. Mr. Voss seconded. Discussion continued.

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

Item B – Discussion and Approval of the Purchase of a Vehicle for the Director of Airports

Mr. Hopman gave an overview of the item, stating that Staff had been searching for vehicle for the Director of Airports and it was very difficult to find any available that met the requirements. Mr. Hopman stated that he did find a Chevy Suburban on the lot that the dealer would sell at fleet price. Mr. Hopman stated that buying anything on state bid at the moment would be an April/May 2022 delivery and the Suburban would be about \$2,500 more, but was ready to be delivered next week. Mr. Hopman stated that the final price would be \$45,707. Discussion continued.

Mr. Craig called for a motion to approve the vehicle. Mr. Mount made the motion. Mr. Voss seconded. Discussion continued.

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

Item C – Approval of Invoices for Projects

Mr. Hopman presented Pay Request Number 5 in the amount of \$80,987.03, Pay Request Number 6 in the amount of \$47,039.17 and Pay Request Number 7 in the amount of \$52,094.08, all from Michael Baker International, which were for the Runway 9-27 Rehabilitation Project at Space Coast Regional Airport.

Mr. Hopman presented Pay Request Number 7 in the amount of \$8,220.00 from Michael Baker International and Pay Request Number 3 in the amount of \$54,869.33 from Nautilus Earth Management, which were for the Hangar 52 Demo Project at Space Coast Regional Airport.

Mr. Hopman presented Pay Request Number 3 in the amount of \$19,900.90 from Michael Baker International, which was for the Design & Construction of a Corporate Hangar at the Merritt Island Airport.

Mr. Sansom stated that he didn't think it was a good idea to approve invoices on the Consent Agenda, and explained why he felt that way. Mr. Craig asked Mr. Bird to look at this when going through the Policies and Procedures to make sure it was in line with what the Airport Authority was supposed to be doing. Mr. Bird stated that he and Staff had revisited that recently with FDOT and discussed streamlining the process. Mr. Bird stated that FDOT was okay with putting the invoices on the Consent Agenda, but it was the Board's discretion as to where the invoices would go. Discussion continued.

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

Information Section

Interim Director Report

Mr. Hopman presented a Power Point Presentation and briefly went through each item.

Mr. Hopman gave an update on the projects. Mr. Aaron McDaniel answered questions. Discussion continued.

Mr. Hopman reported that a company named Space Perspectives had performed a test launch at Space Coast Regional Airport.

Mr. Hopman discussed the naming of the Spaceport, stating that the Board had previously voted to change the name to Space Coast Air & Spaceport. Mr. Hopman stated that Mr. Daugherty, the new Director of Airports, would be bringing new ideas about re-branding to the Board soon. Discussion continued.

Mr. Hopman turned the floor over to Mr. Aaron McDaniel of Michael Baker Intl., to speak about the meeting that they had with Exploration Park West. Mr. McDaniel stated that he had been working under Airport Authority direction to work with several groups in Brevard County to include the City of Titusville, the North Brevard Economic Development Zone and also the EDC. Mr. McDaniel stated that they all had been working together and had looked at the properties formerly known as the Industrial Park that the County owned as well as the Airport Authority's 350 acres between Grissom and SR 407. Mr. McDaniel stated that there had been a little success in discussing what future plans could look like with

the Authority partnering with all those different entities. Mr. McDaniel stated that the group was looking for support from the County to rebrand the property. Mr. McDaniel stated that the group was asking for the Airport Authority to be their partner and make some commitments to work with the conglomerate to be a part of rebranding and opening the entire area and call it Exploration Park West. Mr. McDaniel stated that another big opportunity was the spaceport territory, and how the Airport Authority could better identify the boundaries of it. Mr. McDaniel stated that the spaceport territory included Space Coast Regional Airport, and he had been working with Mr. Bird to add definition to the statutes to identify the Board and property owners. Discussion continued.

Attorney Report

Mr. Bird continued the discussion on the Spaceport Territory, mentioning that he agreed with the discussion that it was important to keep things regarding that in house as much as possible.

Mr. Bird stated that Mr. Daugherty was starting on Monday, July 19, adding that he felt Mr. Hopman had done a fantastic job.

Mr. Bird stated that there was no update on the Welsh Construction case. Mr. Bird discussed some additional details regarding the case.

Mr. Bird reported that there had been nothing new on the Part 13 complaint at Merritt Island Airport, but he would circle back. Discussion continued.

Mr. McDaniel stated that in regards to the permitting issues at Merritt Island Airport, he had reached out to Mr. John Denninghoff, the Assistant County Manager. Mr. McDaniel stated that Mr. Denninghoff was anxious to meet with Mr. Daugherty once he was on board, to discuss the issues. Mr. McDaniel stated that Mr. Denninghoff had also asked for a map stating all the issues, so he was going to email him today and copy Airport Authority leadership. Mr. McDaniel stated that the map was Exhibit A, which the Airport Authority had paid Michael Baker, International to put together. Mr. McDaniel stated that the FAA was looking at that exhibit right now. Discussion continued.

Mr. Bird reported that there had been no issues onboarding Mr. Daugherty from a legal standpoint. Mr. Bird stated that Mr. Daugherty will come in ready to roll his sleeves up, adding that he (Mr. Bird) would be supportive and available to him (Mr. Daugherty).

Check Register

Mr. Hopman stated that only the Check Register had been supplied in the packet.

Project Reports – Presented

Authority Members Report

Mr. Voss discussed the metrics of bringing in a new director and stated that he felt it was important to establish them. Mr. Voss asked Mr. Hopman about the status of grant reimbursements. Mr. Hopman stated that Staff was all caught up on the requests for reimbursement.

Mr. Elebash stated that this was his last meeting and that he enjoyed serving on the Board.

Mr. Mount stated that he and Mr. Hopman had been trying to set up a credit line instead of the loan, and should have something coming up soon.

Mr. Sansom stated that this should be his last meeting, and that it was a privilege and honor to serve on the Board over the years, and thanked everyone who had been supportive of the program.

Mr. Craig thanked Mr. Elebash and Mr. Sansom for their service. Mr. Craig asked the Board members to schedule time to meet with Mr. Daugherty in the next week or two to get an idea of how he's doing, which would help figure out some metrics as discussed by Mr. Voss. Mr. Craig discussed the board members bringing Mr. Daugherty to meet with other community leaders and organizations that could be important to his position. Discussion continued.

Public & Tenants Report

Mr. Craig turned the floor over to Mr. Kevin Panik. Mr. Panik discussed an ongoing issue with the difficulty of getting emails through to the Board members.

Mr. Craig turned the floor over to Mr. Don White. Mr. White stated that the EAA was holding a youth camp even in the upcoming two weekends. Mr. White also discussed the latest Young Eagles Event.

Mr. White stated that he felt it was important to discuss the possibility of having a control tower at Merritt Island Airport, because there were many safety issues. Mr. Aaron McDaniel stated that operations were getting close to warranting that, and there was a possibility of using one of the new remote towers. Mr. McDaniel stated that it would change how that airport operated, but it was a good discussion point. Mr. Craig asked Mr. Hopman to please discuss that with Mr. Daugherty. Discussion continued.

Adjournment

Mr. Craig adjourned the meeting at 9:46 a.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN/TREASURER

The following invoices are presented to the Board for approval at the Regular Board Meeting held August 19, 2021. The invoices are as follows:

Space Coast Regional Airport

VAC Apron (50/50) – FM #447540-1-94-01

Invoice #1116720 – Michael Baker International, Inc. - \$27,562.94

Request #06-A – Michael Baker International, Inc. - \$10,598.75

Taxi Lane & Apron (80/20) – FM #447540-2-94-01

Invoice #1116725 – Michael Baker International, Inc. - \$22,088.85

Request #06-B – Michael Baker International, Inc. - \$6,853.51

Hangar 52 Demolition – FM 437021-1-94-01

Request #04 – Nautilus Earth Management - \$13,179.21

Merritt Island Airport

Design & Construction of Corporate Hangar– FM #438461-1-94-01

Request #04 – Michael Baker International, Inc. - \$24,455.08

Request #05 – Michael Baker International, Inc. - \$9,018.46

Michael Baker
INTERNATIONAL

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

Invoice Date: 5/20/2021
Invoice No: 1116720
Invoice Amount: \$ 27,562.94
Project ID: FM 44750-1-94-01

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

Invoice for Professional Services through period ending April 30, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and Construction Administration of Taxiway and Apron at Space Coast Regional Airport
Project Number: 180130

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: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker
INTERNATIONAL

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

Agreement Number: TICO-GEC 2018
Project Name: Taxi lane and Apron at SCRA
Project Number: 180130

Invoice for Professional Services through period ending April 30, 2021

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 1 - 60% Design	\$ 41,566.13 of \$62,039.00	100.00%	\$ -	\$ 41,566.13	\$ 41,566.13	\$ -
Phase 2 - Bid Set	\$ 28,505.15 of \$42,545.00	100.00%	\$ 6,891.60	\$ 21,613.55	\$ 28,505.15	\$ -
Phase 4 - Bidding Phase Services	\$ 4,355.67 of \$6,501.00	0.00%	\$ -	\$ -	\$ -	\$ 4,355.67
Phase 5 - Construction Admin	\$ 26,767.84 of \$39,952.00	4.23%	\$ -	\$ 1,133.33	\$ 1,133.33	\$ 25,634.51
Part 6 - RPR	\$ 37,386.00 of \$55,800.00	0.35%	\$ -	\$ 131.14	\$ 131.14	\$ 37,254.86
Special Services (Subconsultants)						
Geotech Investigation (Cal Tech)	\$ 6,700.00 of \$10,000.00	100.00%	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -
Electrical Design	\$ 3,584.84 of \$5,352.00	100.00%	\$ 3,584.84	\$ -	\$ 3,584.84	\$ -
Topographic Survey	\$ 6,700.00 of \$10,000.00	100.00%	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -
Amendment No. 1						
Additional Design and PM	\$ 8,661.50 of \$17,323.00	100.00%	\$ 8,661.50	\$ -	\$ 8,661.50	\$ -
Additional Sub-Consultant Work	\$ 38,053.50 of 79,107.00	22.14%	\$ 8,425.00	\$ -	\$ 8,425.00	\$ 29,628.50
Totals	\$ 202,280.63 of \$325,619.00	52.11%	\$ 27,562.94	\$ 77,844.15	\$ 105,407.09	\$ 96,873.54

Total Invoice Amount Due:	\$ 27,562.94
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[Handwritten Signature]
8/11/21



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

Invoice Date: 7/26/2021
Invoice No: 1122293
Invoice Amount: \$ 10,598.75
Project ID: FM 44750-1-94-01
Request No.: 6

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

Invoice for Professional Services May 1, 2021 through June 30, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and Construction Administration of Taxiway and Apron at Space Coast Regional Airport
Project Number: 180130

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: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker
INTERNATIONAL

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

Agreement Number: TICO-GEC 2018
Project Name: Taxilane and Apron at SCRA
Project Number: 180130

Invoice for Professional Services May 1, 2021 through June 30, 2021

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 1 - 60% Design	\$ 41,566.13 of \$62,039.00	100.00%	\$ -	\$ 41,566.13	\$ 41,566.13	\$ -
Phase 2 - Bid Set	\$ 28,505.15 of \$42,545.00	100.00%	\$ -	\$ 28,505.15	\$ 28,505.15	\$ -
Phase 4 - Bidding Phase Services	\$ 4,355.67 of \$6,501.00	100.00%	\$ 4,355.67	\$ -	\$ 4,355.67	\$ -
Phase 5 - Construction Admin	\$ 26,767.84 of \$39,952.00	19.05%	\$ 3,965.18	\$ 1,133.33	\$ 5,098.51	\$ 21,669.33
Part 6 - RPR	\$ 37,386.00 of \$55,800.00	0.35%	\$ -	\$ 131.14	\$ 131.14	\$ 37,254.86
Special Services (Subconsultants)						
Geotech Investigation (Cal Tech)	\$ 6,700.00 of \$10,000.00	100.00%	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -
Electrical Design	\$ 3,584.84 of \$5,352.00	100.00%	\$ -	\$ 3,584.84	\$ 3,584.84	\$ -
Topographic Survey	\$ 6,700.00 of \$10,000.00	100.00%	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -
Amendment No. 1						
Additional Design and PM	\$ 8,661.50 of \$17,323.00	100.00%	\$ -	\$ 8,661.50	\$ 8,661.50	\$ -
Additional Sub-Consultant Work	\$ 38,053.50 of \$79,107.00	28.13%	\$ 2,277.90	\$ 8,425.00	\$ 10,702.90	\$ 27,350.60
Totals	\$ 202,280.63 of \$325,619.00	57.35%	\$ 10,598.75	\$ 105,407.09	\$ 116,005.84	\$ 86,274.79

Total Invoice Amount Due: \$ 10,598.75

[Handwritten Signature]
8/11/21



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

Invoice Date: 5/20/2021
Invoice No: 1116725
Invoice Amount: \$ 22,088.85
Project ID: FM 44750-2-94-01

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

Invoice for Professional Services through period ending April 30, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and Construction Administration of Taxi lane and Apron at Space Coast Regional Airport
Project Number: 180130

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: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker
INTERNATIONAL

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

Agreement Number: TICO-GEC 2018
Project Name: Taxilane and Apron at SCRA
Project Number: 180130

Invoice for Professional Services through period ending April 30, 2021

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 1 - 60% Design	\$ 20,472.87 of \$62,039.00	100.00%	\$ -	\$ 20,472.87	\$ 20,472.87	\$ -
Phase 2 - Bid Set	\$ 14,039.85 of \$42,545.00	100.00%	\$ 3,236.19	\$ 10,803.66	\$ 14,039.85	\$ -
Phase 4 - Bidding Phase Services	\$ 2,145.33 of \$6,501.00	0.00%	\$ -	\$ -	\$ -	\$ 2,145.33
Phase 5 - Construction Admin	\$ 13,184.16 of \$39,952.00	4.30%	\$ -	\$ 566.67	\$ 566.67	\$ 12,617.49
Part 6 - RPR	\$ 18,414.00 of \$55,800.00	0.38%	\$ -	\$ 69.07	\$ 69.07	\$ 18,344.93
Special Services (Subconsultants)						
Geotech Investigation (Cal Tech)	\$ 3,300.00 of \$10,000.00	100.00%	\$ -	\$ 3,300.00	\$ 3,300.00	\$ -
Electrical Design	\$ 1,766.16 of \$5,352.00	100.00%	\$ 1,766.16	\$ -	\$ 1,766.16	\$ -
Topographic Survey	\$ 3,300.00 of \$10,000.00	100.00%	\$ -	\$ 3,300.00	\$ 3,300.00	\$ -
Amendment No. 1						
Additional Design and PM	\$ 8,661.50 of \$17,323.00	100.00%	\$ 8,661.50	\$ -	\$ 8,661.50	\$ -
Additional Sub-Consultant Work	\$ 38,053.50 of 79,107.00	22.14%	\$ 8,425.00	\$ -	\$ 8,425.00	\$ 29,628.50
Totals	\$ 123,337.37 of \$325,619.00	49.13%	\$ 22,088.85	\$ 38,512.27	\$ 60,601.12	\$ 62,736.25

Total Invoice Amount Due:	\$ 22,088.85
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Handwritten signature and date: 5/11/21

Michael Baker
INTERNATIONAL

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

Invoice Date: 7/26/2021
Invoice No: 1122292
Invoice Amount: \$ 6,853.51
Project ID: FM 44750-2-94-01
Request No.: 6

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

Invoice for Professional Services May 1, 2021 through June 30, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and Construction Administration of Taxi lane and Apron at Space Coast Regional Airport
Project Number: 180130

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: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker
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Michael Baker International, Inc.
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561 812-6400

Agreement Number: TICO-GEC 2018
Project Name: Taxi Lane and Apron at SCRA
Project Number: 180130

Invoice for Professional Services May 1, 2021 through June 30, 2021

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 1 - 60% Design	\$ 20,472.87 of \$62,039.00	100.00%	\$ -	\$ 20,472.87	\$ 20,472.87	\$ -
Phase 2 - Bid Set	\$ 14,039.85 of \$42,545.00	100.00%	\$ -	\$ 14,039.85	\$ 14,039.85	\$ -
Phase 4 - Bidding Phase Services	\$ 2,145.33 of \$6,501.00	100.00%	\$ 2,145.33	\$ -	\$ 2,145.33	\$ -
Phase 5 - Construction Admin	\$ 13,184.16 of \$39,952.00	22.73%	\$ 2,430.28	\$ 566.67	\$ 2,996.95	\$ 10,187.21
Part 6 - RPR	\$ 18,414.00 of \$55,800.00	0.38%	\$ -	\$ 69.07	\$ 69.07	\$ 18,344.93
Special Services (Subconsultants)						
Geotech Investigation (Cal Tech)	\$ 3,300.00 of \$10,000.00	100.00%	\$ -	\$ 3,300.00	\$ 3,300.00	\$ -
Electrical Design	\$ 1,766.16 of \$5,352.00	100.00%	\$ -	\$ 1,766.16	\$ 1,766.16	\$ -
Topographic Survey	\$ 3,300.00 of \$10,000.00	100.00%	\$ -	\$ 3,300.00	\$ 3,300.00	\$ -
Amendment No. 1						
Additional Design and PM	\$ 8,661.50 of \$17,323.00	100.00%	\$ -	\$ 8,661.50	\$ 8,661.50	\$ -
Additional Sub-Consultant Work	\$ 38,053.50 of \$79,107.00	28.13%	\$ 2,277.90	\$ 8,425.00	\$ 10,702.90	\$ 27,350.60
Totals	\$ 123,337.37 of \$325,619.00	54.69%	\$ 6,853.51	\$ 60,601.12	\$ 67,454.63	\$ 55,882.74

Total Invoice Amount Due:	\$	6,853.51
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[Handwritten Signature]
8/11/21

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: **TIX Hangar 52 Demolition**
 FM 437021-1-94-01

APPLICATION NO. **4**
 APPLICATION DATE **7/17/2021**
 PERIOD FROM: **6/1/2021**
 PERIOD TO: **6/30/2021**

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

FROM: **Nautlius 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 \$ 206,791.09
 (Column J on G703)

5. RETAINAGE

a. 10 % of Completed Work \$ 20,679.11
 (Columns D + E on G703)

b. 0 % of Stored Material \$ 0.00
 (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 20,679.11

6. TOTAL EARNED LESS RETAINAGE 186,111.98
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 172,932.77

8. CURRENT PAYMENT DUE \$ 13,179.21

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 69,168.59

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: [Signature] Date: 7-17-2021

By: [Signature] State of Florida PHYSICALLY PRESENT
 County of: Orange
 Subscribed and sworn to before me this 17 day of Jul-21

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

My Commission Expires: July 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 \$ 13,179.21
 (Attach explanation if amount certified differs from the amount applied for on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: [Signature] Date: 27 Jul 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.

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	

OK to Pay.
 (K0)
 July 28, 2021

INVOICE



(866) 343-8488 Fax (352) 343-0471
 ASTATULA, FL 34705-0435

SHIPPED	INVOICE DATE	ORDER NO.
07/07/21	07/07/21	153966-03
	P.O. NO.	PAGE #
44	yr Hangar 52 Demo	1 of 1

REMIT TO:
 PO BOX 38
 MARATHON, WI 54448-0038

CUST #: 9999999
 Nautilus Earth Management
 SHIP TO: Brevard
 355 Knights Blvd
 Titusville FL 32780

CASH SALE

BILL TO:

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	236580s 36" RCP CL5 SMALL BELL	16.00	LF	95.38	1526.08
2	236s 36" RCCP GASKET SMALL BELL #839236	2.00	EA	0.00	0.00
				Total	1526.08
				State Tax	91.56
				Invoice Total	1617.64

*Paid in full w/lec
 07/07/21
 Office Manager N.R.
 Minerva Rebollosa*

INVOICE



(866) 343-8488 Fax (352) 343-0471
 ASTATULA, FL 34705-0435

SHIPPED	INVOICE DATE	ORDER NO.
06/30/21	06/30/21	153966-01
P.O. NO.		PAGE #
44	yr	Hangar 52 Demo 1 of 1

REMIT TO:
 PO BOX 38
 MARATHON, WI 54448-0038

CUST #: 9999999
 Nautilus Earth Management
 SHIP TO: Brevard
 355 Knights Blvd
 Titusville FL 32780

CASH SALE

BILL TO:

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	236580s 36" RCP CL5 SMALL BELL	88.00	LF	95.38	8393.44
2	236s 36" RCCP GASKET SMALL BELL #839236	11.00	EA	0.00	0.00
Total					8393.44
State Tax					503.61
County Tax					25.00
Invoice Total					8922.05

*Paid in full w/lec M.R.
 01/01/21*

INVOICE



(866) 343-8488 Fax (352) 343-0471
 ASTATULA, FL 34705-0435

SHIPPED	INVOICE DATE	ORDER NO.
07/07/21	07/07/21	153966-02
	P.O. NO.	PAGE #
44	yr Hangar 52 Demo	1 of 1

REMIT TO:
 PO BOX 38
 MARATHON, WI 54448-0038

CUST #: 9999999
 Nautilus Earth Management
 SHIP TO: Brevard
 355 Knights Blvd
 Titusville FL 32780

CASH SALE

BILL TO:

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	236580s 36" RCP CL5 SMALL BELL	88.00	LF	95.38	8393.44
2	236s 36" RCCP GASKET SMALL BELL #839236	11.00	EA	0.00	0.00
				Total	8393.44
				State Tax	503.61
				Invoice Total	8897.05

*Paid in full w/ cc
 07/07/21*

RECEIPT

06/21/2021

Mack Industries-MCI

23902 County Road 561
Astatula, FL 34705
US
866-482-6225
null@cybersource.com

Return Codes

Request ID	6243058832676959104261
Result Code	SOK - Request was processed successfully.
AVS Result	Z - Partial match: street address does not match, but 5-digit postal code matches.

Order Information

Order Number	C5671/ CF24314/ COD DELIVERY/ NAUTILUS EARTH MANAGEMENT
Transaction Type	Sale
Transaction Source	MOTO - Mail/Phone Order

Total Amount : 8420.90 USD

Customer Information

Name	WELDON BEAN
Credit Card Type	Visa
Credit Card Number	XXXX XXXX XXXX 1771
Billing Address	WELDON BEAN 13506 SUMMERPORT VILLAGE PKWY SUITE 772 WINDERMERE , FL 34786 us

Signature:

X



Michael Baker International, Inc.
 515 North Flagler Drive
 Suite 303
 West Palm Beach, FL 33401
 561-812-6400
 Billing 803-231-1014

Invoice Date: 6/7/2021
 Invoice No: 1118338
 Invoice Amount: \$ 24,455.08
 Request No: 4
 FDOT Project No: FM 438461-1-94-01

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

Invoice for Professional Services May 1, 2021 through May 31, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and CA Corporate Hangar at Merritt Island Airport
 Project Number: 179595

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Task 1: Design and Bid Services	\$ 73,002.00	78.69%	\$ 24,455.08	\$ 32,988.55	\$ 57,443.63	\$ 15,558.37
Task 2: Initial Permits	\$ 3,722.00	83.23%	\$ -	\$ 3,097.64	\$ 3,097.64	\$ 624.36
Task 3: Phase 5-Construction Admin.	\$ 31,270.00	0.00%	\$ -	\$ -	\$ -	\$ 31,270.00
Task 4: Sub: Geotech Investigation (Cal-Tech)	\$ 3,000.00	0.00%	\$ -	\$ -	\$ -	\$ 3,000.00
Task 4: Sub: Honeycutt and Associates	\$ 2,000.00	0.00%	\$ -	\$ -	\$ -	\$ 2,000.00
Totals	\$ 112,994.00	53.58%	\$ 24,455.08	\$ 36,086.19	\$ 60,541.27	\$ 52,452.73

Total Invoice Amount Due: \$ 24,455.08

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

OK to Pay.

KD

July 27, 2021

Check:

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

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
 Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com



Michael Baker International, Inc.
 515 North Flagler Drive
 Suite 303
 West Palm Beach, FL 33401
 561-812-6400
 Billing 803-231-1014

Invoice Date: 7/22/2021
 Invoice No: 1122044
 Invoice Amount: \$ 9,018.46
 Request No: 5
 FDOT Project No: FM 438461-1-94-01

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

Invoice for Professional Services June 1, 2021 through June 30, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and CA Corporate Hangar at Merritt Island Airport
 Project Number: 179595

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Task 1: Design and Bid Services	\$ 73,002.00	91.04%	\$ 9,018.46	\$ 57,443.63	\$ 66,462.09	\$ 6,539.91
Task 2: Initial Permits	\$ 3,722.00	83.23%	\$ -	\$ 3,097.64	\$ 3,097.64	\$ 624.36
Task 3: Phase 5-Construction Admin.	\$ 31,270.00	0.00%	\$ -	\$ -	\$ -	\$ 31,270.00
Task 4: Sub: Geotech Investigation (Cal-Tech)	\$ 3,000.00	0.00%	\$ -	\$ -	\$ -	\$ 3,000.00
Task 4: Sub: Honeycult and Associates	\$ 2,000.00	0.00%	\$ -	\$ -	\$ -	\$ 2,000.00
Totals	\$ 112,994.00	61.56%	\$ 9,018.46	\$ 60,541.27	\$ 69,559.73	\$ 43,434.27

Total Invoice Amount Due: \$ 9,018.46

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

OK to Pay.

(KD)

July 27, 2021

Check:

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

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
 Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Capital Improvement Projects Status Update

PROJECT: RUNWAY 9-27 REHAB – SPACE COAST REGIONAL AIRPORT

BUDGET: \$3.8M (\$0 Local Match)

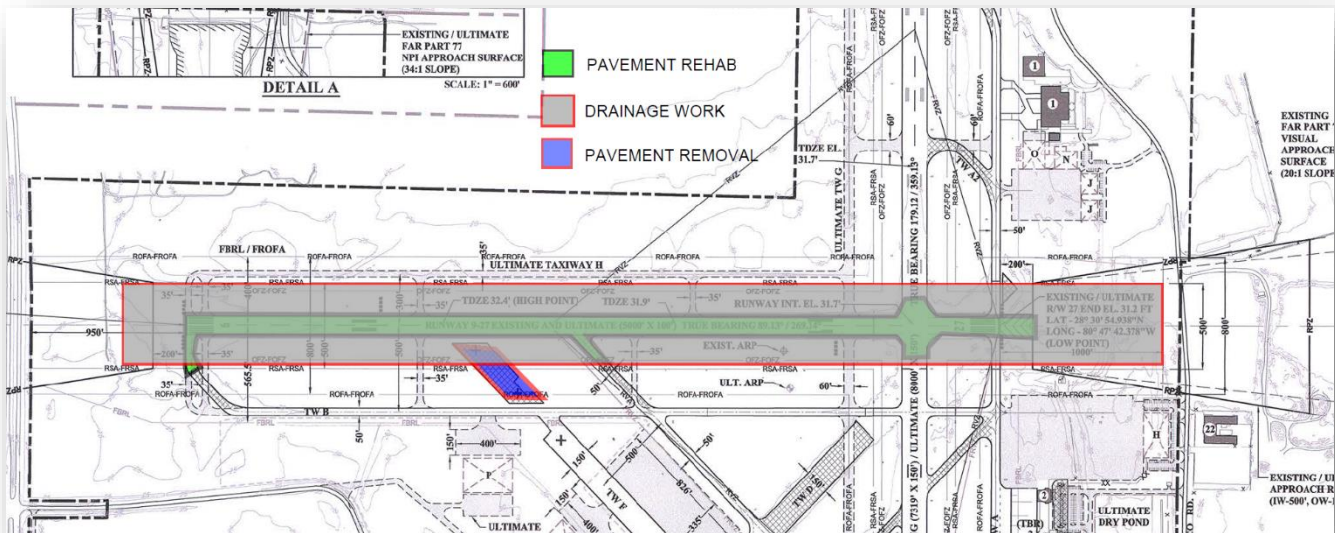
SCOPE:

- A. MILL AND REPAVE TO REMOVE BAD ASPHALT AND CORRECT CROSS SLOPE
- B. INVESTIGATE AND REPLACE DRAINAGE PIPES
- C. INVESTIGATE AND REMOVE ABANDONED UTILITIES/PIPES/ETC
- D. REMOVE PAVED SHOULDERS AND VARIOUS PAVEMENTS ADJACENT TO RUNWAY
- E. CORRECT FILLETS AT TAXIWAY CONNECTORS
- F. CONSTRUCT STORM WATER FACILITIES TO CORRECT LEGAL POSITIVE OUTFALL ISSUE AND ADD TREATMENT AS REQUIRED BY PERMIT
- G. RESTRIPE PAVEMENT MARKINGS
- H. ADD EDGE LIGHT PROTECTION

CURRENT STATUS: BIDDING IS COMPLETE AND THE FAA GRANT OFFER IS IN HAND. CONTRACTING IS IN PROCESS AND CONSTRUCTION IS EXPECTED TO START THIS FALL.

SCHEDULE: 10 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: HANGAR 52 DEMO – SPACE COAST REGIONAL AIRPORT

BUDGET: \$320K (\$64K LOCAL MATCH)

SCOPE:

- A. DEMO 3 BUILDINGS ON WEST APRON
- B. FILL ADJACENT POND
- C. MODIFY DITCH TO REMOVE ORGANICS AND FILL ABOVE SEASONAL HIGH GROUND WATER

CURRENT STATUS: CONSTRUCTION IS 81% COMPLETE; CONTRACTOR HAS EXPERIENCED ADVERSE CONDITIONS WITH GREATER THAN AVERAGE PRECIPITATION; SUBSTANTIAL COMPLETION IS EXPECTED THIS MONTH PENDING ANY ADDITIONAL EXTREME AMOUNTS OF PRECIPITATION.

CURRENTLY NEGOTIATING WITH THE CONTRACTOR AND FDOT TO ADD ADDITIONAL DITCH RECLAMATION AND STORM WATER INFILTRATION AREA

SCHEDULE: 6 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: TCAA/VAC APRON AND TAXILANE – SPACE COAST REGIONAL AIRPORT

BUDGET: \$1.62M (\$0 LOCAL MATCH)

SCOPE:

- A. CONSTRUCT TAXILANE
- B. CONSTRUCT AIRCRAFT ARKING APRON FOR MAX ADG II (C-47)
- C. CONSTRUCT EDGE LIGHTING
- D. EXCAVATE POND AND DRAINAGE
- E. CONSTRUCT EMBANKMENT FOR BUILDING PADS

CURRENT STATUS: BID OPENING WAS RECENTLY HELD – ONLY ONE RESPONDENT. PERMIT FROM SJRWMD IS OUTSTANDING

SCHEDULE: 8 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



VAC CAMPUS EXPANSION STUDY



PROJECT: WILLOW CREEK CONNECTOR ROAD – SPACE COAST REGIONAL AIRPORT

BUDGET: \$2M (\$0 LOCAL MATCH)

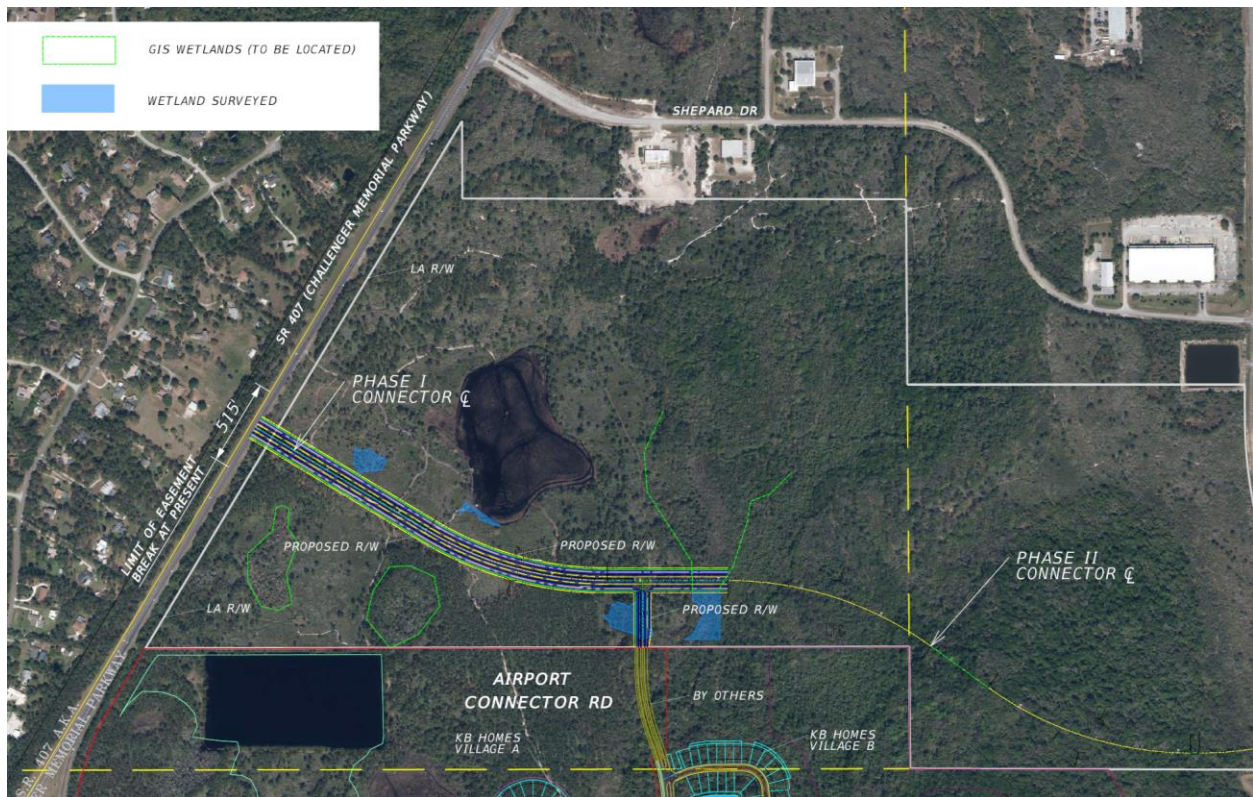
SCOPE:

- A. CONSTRUCT 3,500 LF OF COLLECTOR ROADWAY PHASE 1)
- B. CONSTRUCT INTERSECTION AT SR 407 WITH 4 LANE CONNECTOR, NOT SIGNALIZED
- C. PREPARE BREAK REQUEST IN LIMITED ACCESS EASEMENT WITH FDOT AND TURNPIKE
- D. CONDUCT SURVEY, GEOTECH EXPLORATION, WETLAND DOCUMENTATION, PART 163 ENVIRONMENTAL REVIEW OF CORREDOR

CURRENT STATUS: IN DESIGN DEVELOPMENT PHASE; SURVEY AND WETLANDS COLLECTION ARE COMPLETE, GEOTECH TO START THIS MONTH; NEXT STEPS INCLUDE COORDINATION WITH CITY OF TITUSVILLE, FAA AND FDOT

SCHEDULE: 8 MONTHS FOR DESIGN AND PERMITTING; 5 MONTHS REMAINING; 2 MONTHS BEHIND SCHEDULE DUE TO ADDITION OF EXTENSION OF THE VERONA ROAD NORTH

PHOTO/SKETCH:



PROJECT: CORPORATE HANGAR – MERRITT ISLAND AIRPORT

BUDGET: \$700K (\$0 LOCAL MATCH)

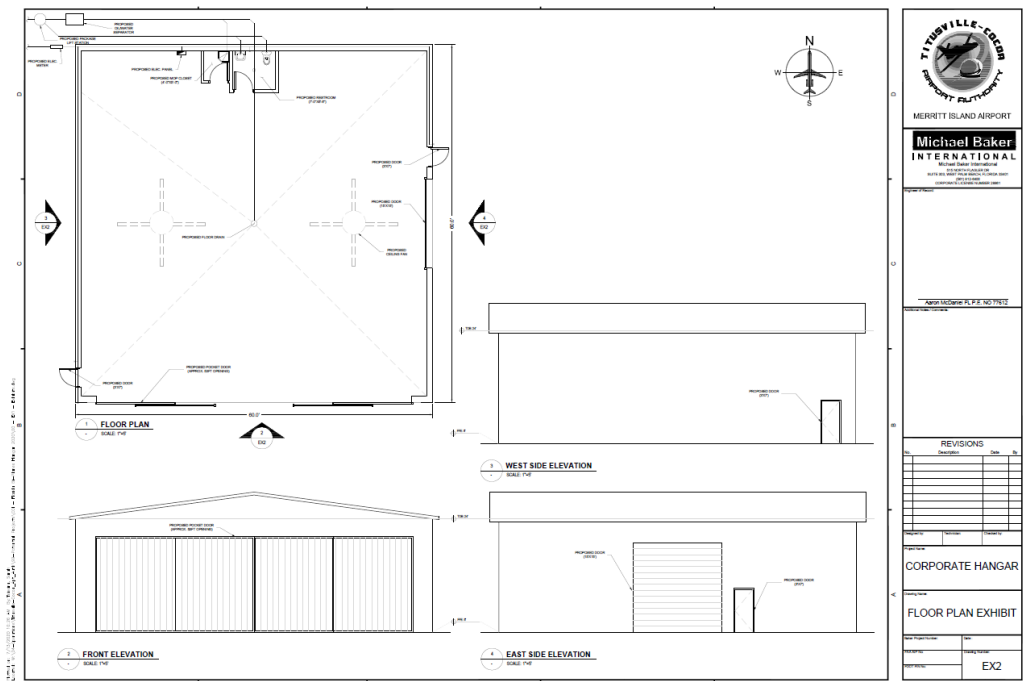
SCOPE:

- A. CONSTRUCT 60' X 60' CORPORATE HANGAR
- B. CONSTRUCT UTILITIES AND PARKING LOT
- C. CONSTRUCT AIRCRAFT PARKING APRON AND TAXILANE

CURRENT STATUS: PERMITTING IS ONGOING; BIDDING WILL START

SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: EA FOR T-HANGAR DEVELOPMENT – MERRITT ISLAND AIRPORT

BUDGET: \$269K (\$0 LOCAL MATCH)

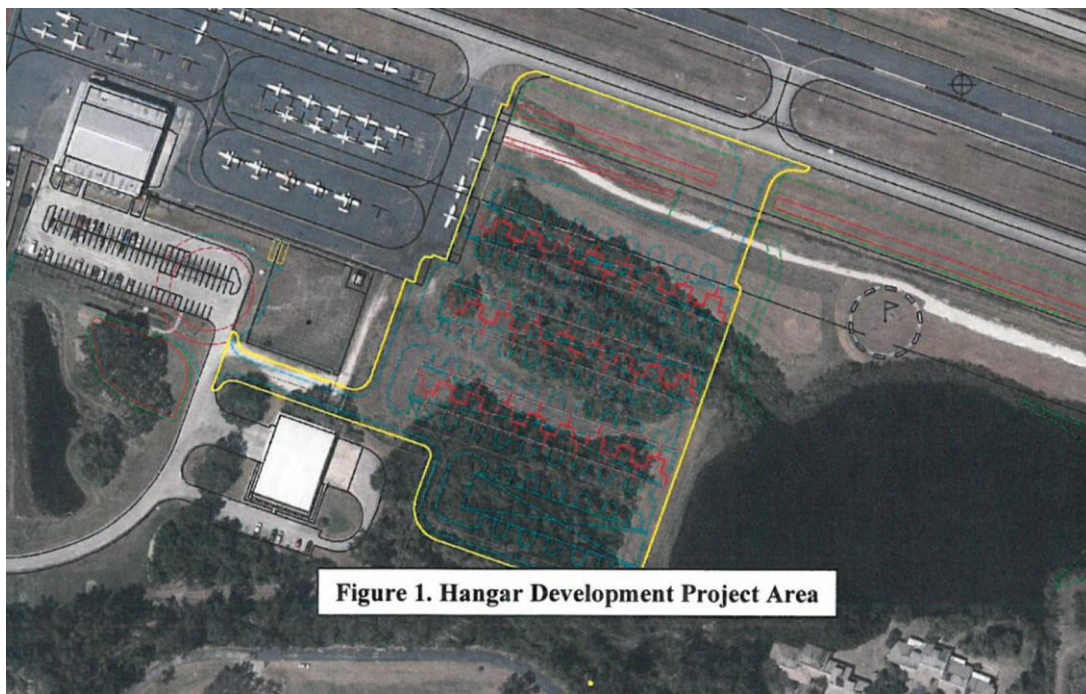
SCOPE:

- A. AN ENVIRONMENTAL ASSESSMENT WILL BE PREPARED IN ACCORDANCE WITH THE NEPA POLICY ACT, FAA ORDER 5050.4B.
- B. WETLAND IMPACTS WILL BE FLAGGED AND DOCUMENTED WITH MITIGATION REQUIREMENTS OUTLINED

CURRENT STATUS: PROJECT KICKOFF MEETING WAS HELD ON AUGUST 13, 2021

SCHEDULE: 12 MONTHS IS BASED ON PUBLIC MEETINGS AND NOTICES REQUIRED BY THE FAA

PHOTO/SKETCH:



PROJECT: NORTH AREA INFRASTRUCTURE AND SECURITY – MERRITT ISLAND AIRPORT

BUDGET: \$949K (\$189,800 LOCAL MATCH)

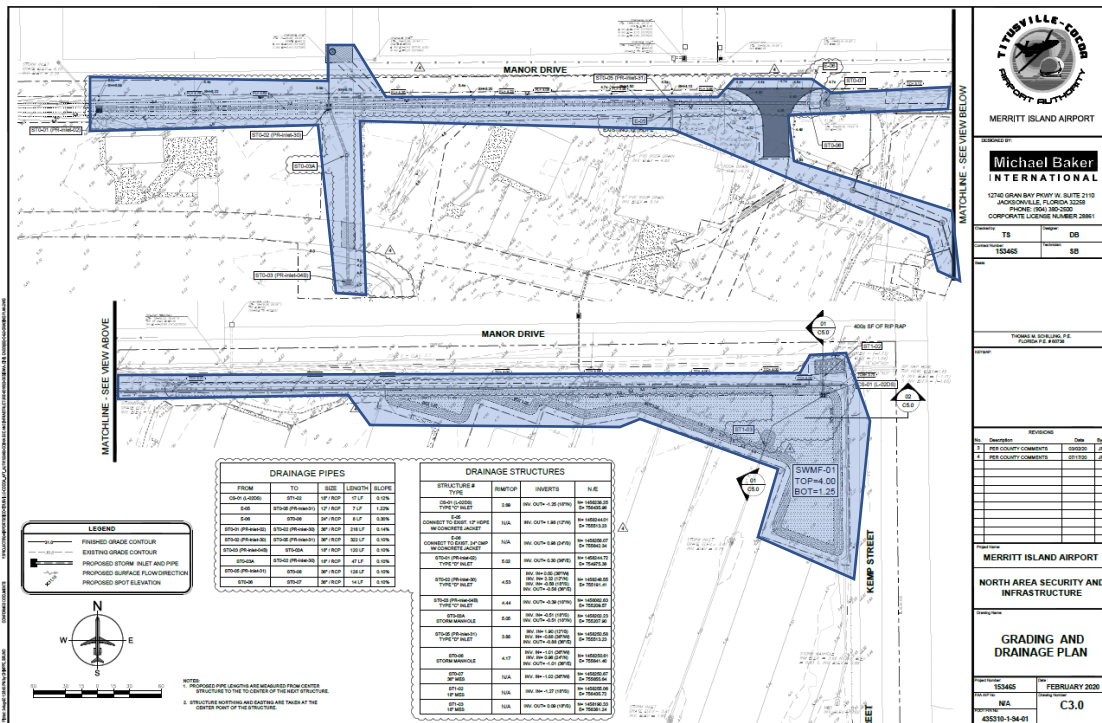
SCOPE:

- A. MODIFY/CONSTRUCT DRY DETENTION AREAS
- B. RECONSTRUCT SECURITY FENCING
- C. REMOVE 3 SEPTIC TANKS AND CONSTRUCT LIFT STATION WITH FORCE MAIN TO CONNECT WITH BREVARD COUNTY WASTEWATER

CURRENT STATUS: PERMITTING IS ONGOING; BIDDING WILL START

SCHEDULE: 5 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



August 16, 2021

Mr. Kevin Daugherty
Director of Airports
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, Florida 32780
via email kdaugherty@flairport.com

**Subject: Titusville Cocoa Airport Authority
Strategic Business Plan
Task Order Authorization Transmittal**

Dear Mr. Daugherty:

Enclosed, please find the scope and fee proposal for the above referenced project. We hope that you find this proposal agreeable, and we look forward to continuing to work with you on this project.

Should you have any questions, or need additional information, please contact me.

Sincerely,

MICHAEL BAKER INTERNATIONAL



Aaron McDaniel, P.E.
Associate Vice President

ADM/pm
Enclosure
cc: Justin Hopman

TITUSVILLE-COCOA AIRPORT AUTHORITY

**TASK ORDER FOR PROFESSIONAL SERVICES
FOR
STRATEGIC BUSINESS PLAN**

It is agreed to undertake the following work in accordance with the provisions of our Master Consulting Services Agreement dated July 11, 2018.

Description of Assignment:

Michael Baker International will provide Professional Services as described in **Exhibit A - Scope of Work (attached)**, for the **STRATEGIC BUSINESS PLAN** Project

Basis of Compensation/Period of Services:

The compensation shall be a total Amount of **\$74,465.00** as described in **Exhibit B – Manhour and Fee Estimate (attached)**.

All construction work shall be completed within **90 days** of Notice to Proceed.

Agreed as to scope of services, time schedule, and budget:



For: **TITUSVILLE-COCOA
AIRPORT AUTHORITY**

For: **MICHAEL BAKER INT., INC.**

Date:

Date:

August 16, 2021

Exhibit A - Scope of Work
Exhibit B – Manhour and Fee Estimate

Exhibit A

Scope of Work

PROJECT UNDERSTANDING

The Strategic Business Plan for the Titusville Cocoa Airport Authority (TCAA) represents a comprehensive analysis of physical assets, operational characteristics, and financial performance relevant to each of the Authority's airports including:

Space Center Executive Airport (TIX)
Merritt Island Airport (COI)
Arthur Dunn Airpark (X21)

{Brevard County Spaceport (or Space Port) – [BCSP]}
{Florida Cape Spaceport – [FCSP]}

The Business Plan is designed to provide relevant guidance to the Authority for facilitating the unique business models for each airport in serving its existing and future tenants, users, and the community. The following scope of services is intended to provide the development of a comprehensive set of guiding documents, plans and financial tools to support the operation and development of TCAA's airport system and to help ensure the financial self-sufficiency of the Authority.

In coordination with the Airport's plans and objectives, a separate supplemental business plan will be developed for the Spaceport. This plan will also create a comprehensive set of guiding documents and tools, identifying unique analysis of Financials, Assets, Opportunities, Goals, Objectives, Regulations, and Standards.

1. Analysis of Existing Conditions

To establish a baseline for developing the TCAA's business plan, characteristics of each airport will be evaluated. Specific items in this analysis include:

- a. Facilities – evaluation and analysis of existing facilities to include the components below. The evaluation will provide a global perspective of the investments required to reconstruct, rehabilitate, and maintain existing facility assets.
 - i. Buildings will be evaluated against their estimated present value to determine replacement versus rehabilitation; gross estimates of cost/SF will be used for determination.
 - ii. Building evaluations will be done on all hangars identified by the TCAA in-house building inspection; as well, buildings not already inspected by TCAA Staff.
 - iii. Facility evaluations will also include airfield pavements, airfield electrical systems, and security infrastructure
- b. Aircraft Operations – Historical data regarding aircraft operations will be reviewed.
- c. Revenues/Expenses – Historical budget performance and existing budget practices including a detailed 5-year line-item analysis of the Airport Authority's budget will be reviewed.
- d. Rates & Charges - policies, practices, and the historical context for how rates and charges are established will be reviewed.

2. Assets and Opportunities Analysis (SWOT)

Characteristics and features of each airport will be identified and evaluated regarding their relative strengths and weakness in providing facilities and services to its current and potential tenants and users.

- a. Assets - identification of resources that can enable the Airport Authority to take advantage of opportunities to perform its mission and to achieve its strategic vision. Note: Assets can be tangible or intangible directly controlled or indirectly accessed
- b. Opportunities - identification of environmental circumstances and business conditions under which the Airport Authority currently operates or can capitalize upon to perform its mission and move toward achieving its strategic vision.

3. Evaluate Management and Governance

The management and governance of the Airport will be evaluated for efficiency and effectiveness in providing specific functions including establishment and promulgation of policies and procedures, staffing, operational procedures, and property management. Recommendations for the recruitment, compensation levels for comparative positions, and retention of qualified staff, training and certifications, and succession planning will be developed.

4. Financial Analysis

A financial analysis incorporating current conditions, contemporary practices, and economic outlook for the future will be conducted. Specific elements of the financial analysis include:

- c. Pro Forma Budget (Revenues/Expenses) – the Airport Authority's financial resources will be evaluated and recommendations made regarding improvements that could enhance services and revenues. In addition, potential new facilities, services and other revenue enhancements will be identified and evaluated for appropriateness as part of Airport's financial structure. A pro-forma financial analysis will be prepared using these relationships and other appropriate factors to help assess the feasibility of sustaining long-term financial self-sufficiency.
- d. Rates & Charges Enterprise Plan - as current rates and charges for the aeronautical and non-aeronautical facilities are reviewed, recommendations for proposed adjustments to the current rates and charges schedule will be presented including full discussion on the basis of how each fee rate and charge has been developed or adjusted. The rates and charges plan will support recommendations for items such as leases for aeronautical and non-aeronautical property, fuel flowage fees, supplemental surcharges, and other uses.
- e. Capital Funding & Financing Resources - resources for funding capital development identified in the Authority's current Capital Improvement Program will be evaluated and aligned with the Authority's priorities.
- f. Financial Sustainability Plan - Current and forecast airport operations and development will be assessed to identify the potential for integrating innovative practices and improvements for enhancing the Authority's financial sustainability. Potential impacts on both revenues and expenses will be evaluated on a benefit/cost basis to establish intermediate (6-10 year) and long-term (11-20 year) effects.

5. Develop Goals and Objectives

Specific goals and objectives to accomplish those goals represent a vital capstone component of the Business Plan. As such, they represent the rationale and means for moving forward with implementation of the Business Plan recommendations. Specific elements of this task include:

- a. Review the Airport Authority's Mission/Vision/Values Statements - near the conclusion of the Business Plan study, each airport's mission, vision, and values statements will be reevaluated to determine the need for amendments.

- b. Goals - Broad reaching goals for implementing the Business Plan will be identified and prioritized
- c. Objectives - For each goal, a set of objectives will be established to serves as tasks or project- oriented action items. Time-lines, milestones, necessary resources, and metrics for accomplishment will be identified.

6. Meetings, Presentations, and Coordination

A series of on-site visits will be conducted during the study. These visits include:

- a. Initial Site Visit - scheduled to collect data and for familiarization of the layout of each airport. Discussions with aeronautical users, tenants, and others will be included.
- b. Business Planning Workshop - facilitate meeting with stakeholders and subject matter experts (SMEs) regarding revisions to the Authority's rules and regulations, minimum standards, and other policy guiding documents.
- c. Airport Authority Briefings & Workshops - provide briefings for the Authority as necessary.

Supplemental Scope of Services Policy Guiding Documents Review

1. Rules & Regulations Review

Existing rules & regulations will be reviewed and recommendations made for appropriate amendments, additions, and other changes based on contemporary practices and the nature of each airport's activity.

2. Minimum Standards (Aeronautical Services) Review

TCAA's current Minimum Standards that guide the level and quality of existing and proposed commercial aviation services offered to the public at each airport will be reviewed. Recommendations for amendments, additions, and other considerations of the Minimum Standards will be proposed to ensure the promotion of safety of all aviation activities, protection of airport users from unlicensed or otherwise unauthorized products and services, and to maintain and enhance the availability of appropriate commercial services for users.

Supplemental Scope of Services Airport Regional Value (ARV)

Calculations and narrative discussion describing specific elements and the long-term economic value of each airport to the community and the region will be prepared. The valuation system will be presented which describes Airport Regional Value (ARV) as a metric for determining the current and potential value of each airport as both a tangible and intangible asset and not easily replaced.

Subtasks included in the development of the ARV include

- a. Quantify Direct & Indirect Impacts - Employment statistics including the number of jobs, annual payroll and other annual economic activity (purchases of goods and services) associated with each airport's tenants/businesses, capital improvements, and travelers using each airport.
- b. Estimate Induced Impacts - Economic multipliers specific to the region will be identified and applied to estimate how direct and indirect impacts associated with airport businesses/tenants and visitors re-circulate in the regional economy, in essence fostering a reiterative progression of employment, payroll, and other annual economic activity.
- c. Tax Impacts -As a municipal facility, each airport does not generally pay taxes, however, tenants and visitors contribute to the tax base through payroll and sales taxes. Rates and levels of taxation on income, sales, food and beverage, hotels, etc., and their effect on the local tax base will be considered.
- d. Identify Qualitative Benefits - Qualitative benefits that are supported by each airport related to the region's health, welfare and safety activities that each airports help to support. Examples of qualitative benefits are firefighting activities, emergency medical flights, and/or law enforcement activities.
- e. Estimate Airport Regional Value (ARV) - ARV incorporates the traditional measures of direct and indirect impacts along with a series of additional metrics for estimating the value of each airport to the region. The estimated replacement cost of the facility (less depreciation) is determined using available data

and compared against depreciated values. Other factors are identified that are used as value modifying factors (VMF) to estimate the current (and future) ARV. These factors include:

- * Regional Geographic Coverage
- * Airport Protections
- * Location/Access
- * Aviation Use Characteristics
- * Land Use Availability & Uses (Aeronautical vs. Non-aeronautical)
- * Past & Future Funding Resources
- * Proposed Capital Projects

Each of these factors represents a quantifiable potential to affect the ARV. These factors specific to each airport will be evaluated to establish its relative influence on the ARV. Various scenarios will be identified to demonstrate the sensitivity of each factor (and combinations) on the ARV.

f. ARV Sensitivity Analysis - As the character of each airport has changed over the years, so has the estimated ARV. Once the base ARV has been established, a time-line that highlights significant historical changes in airport activity, facilities, and tenants will be identified. The primary value of demonstrating this timeline is that future ARV can be determined, particularly with respect to proposed new facilities

**Exhibit B
PROJECT BUDGET
STRATEGIC BUSINESS PLAN
Titusville Cocoa Airport Authority**

TASK	<u>Senior Consultant</u>		<u>Staff Consultant</u>		<u>Total Labor</u>	
	Task Hrs	Cost @ \$217 /hr	Task Hrs	Cost @ \$174 /hr	Task Hrs	Task Labor Cost
BASIC SERVICES						
GEN Project Management	10	2,170	8	1,389	18	3,559
1. Analysis of Existing Conditions	12	2,604	36	6,250	48	8,854
1a. Facilities Assessment	2	434	16	2,778	18	3,212
2. Assets and Opportunities Analysis (SWOT)	8	1,736	24	4,166	32	5,902
3. Management and Governance Evaluation	8	1,736	24	4,166	32	5,902
4. Financial Analysis	16	3,472	48	8,333	64	11,805
5. Development of Goals and Objectives	12	2,604	36	6,250	48	8,854
6. <u>Meetings, Presentations, and Coordination</u>	<u>12</u>	<u>2,604</u>	<u>24</u>	<u>4,166</u>	<u>36</u>	<u>6,770</u>
TOTAL - PRIMARY STUDIES	80	17,360	216	37,498	296	54,858
SUPPLEMENTAL SERVICES						
A. Policy Guiding Documents Review	8	1,736	24	4,166	32	5,902
B. <u>Airport Regional Value Analysis (ARV)</u>	<u>16</u>	<u>3,472</u>	<u>48</u>	<u>8,333</u>	<u>64</u>	<u>11,805</u>
TOTAL - PRIMARY STUDIES	24	5,208	72	12,499	96	17,707
TOTAL PROJECT LABOR	104	22,568	288	49,997	392	72,565
PROJECT EXPENSES					<u>Units</u>	<u>Cost</u>
IMPLAN Data (ARV)					LS	1,750
Miscellaneous Expenses					LS	<u>150</u>
TOTAL PROJECT EXPENSES						1,900
TOTAL PROJECT BUDGET						\$ 74,465

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
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*3. Date Received: NA	4. Applicant Identifier: TIX (Space Coast Regional) Titusville, FL
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*5b. Federal Entity Identifier: 12-0080	*5b. Federal Award Identifier:
--	--------------------------------

State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

*a. Legal Name: Titusville-Cocoa Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-1061002	*c. Organizational DUNS: 19-460-3577
--	---

d. Address:

*Street 1: 355 GOLDEN KNIGHTS BLVD.
Street 2: _____
*City: TITUSVILLE
County/Parish: _____
*State: FL
Province: _____
*Country: USA: United States
*Zip / Postal Code 32780

e. Organizational Unit:

Department Name:	Division Name:
------------------	----------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Justin
Middle Name: _____
*Last Name: Hopman
Suffix: _____

Title: Interim Executive Director

Organizational Affiliation:

*Telephone Number: 321-267-8780 x203 Fax Number:

*Email: jhopman@flairport.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$32,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
*3. Date Received: NA	4. Applicant Identifier: COI (Merritt Island) Titusville, FL
*5b. Federal Entity Identifier: 12-0013	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Titusville-Cocoa Airport Authority	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-1061002	*c. Organizational DUNS: 19-460-3577
d. Address:	
*Street 1: 355 GOLDEN KNIGHTS BLVD	_____
Street 2:	_____
*City: MERRITT ISLAND	_____
County/Parish:	_____
*State: FL	_____
Province:	_____
*Country: USA: United States	_____
*Zip / Postal Code 32780	_____
e. Organizational Unit:	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr. _____	*First Name: Justin _____
Middle Name: _____	
*Last Name: Hopman _____	
Suffix: _____	
Title: Interim Executive Director	
Organizational Affiliation:	
*Telephone Number: 321-267-8780 x203	Fax Number:
*Email: jhopman@flairport.com	

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$32,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 24

*b. Program/Project: 8

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	_____	\$32,000
*b. Applicant	_____	\$0
*c. State	_____	\$0
*d. Local	_____	\$0
*e. Other	_____	\$0
*f. Program Income	_____	\$0
*g. TOTAL	_____	\$32,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. _____ *First Name: Justin _____
Middle Name: _____
*Last Name: Hopman _____
Suffix: _____

*Title: Interim Executive Director

*Telephone Number: 321-267-8780 x203

Fax Number:

* Email: jhopman@flairport.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
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*3. Date Received: NA	4. Applicant Identifier: X21 (Arthur Dunn Air Park) Titusville, FL
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*5b. Federal Entity Identifier: 12-0101	*5b. Federal Award Identifier:
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

*a. Legal Name: Titusville-Cocoa Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 59-1061002	*c. Organizational DUNS: 19-460-3577
--	---

d. Address:

*Street 1: 355 GOLDEN KNIGHTS BLVD
Street 2: _____
*City: TITUSVILLE
County/Parish: _____
*State: FL
Province: _____
*Country: USA: United States
*Zip / Postal Code 32780

e. Organizational Unit:

Department Name:	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Justin
Middle Name: _____
*Last Name: Hopman
Suffix: _____

Title: Interim Executive Director

Organizational Affiliation:

*Telephone Number: 321-267-8780 x203 Fax Number:

*Email: jhopman@flairport.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$32,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

OVERVIEW

The Titusville-Cocoa Airport Authority (TCAA) is seeking a Finance Manager.

BACKGROUND

The TCAA was established in 1963 as a special taxing district created by the cities of Titusville and Cocoa in Brevard County, Florida. The TCAA operates three airports: Space Coast Regional Airport (KTIX), Merritt Island Airport (KCOI), and Arthur Dunn Airpark (X21). The three airports combined have 117 based aircraft and over 230,000 annual operations. Last year, the Space Coast Regional Airport (TIX) became the 12th Licensed Spaceport Launch Site in the United States. The Authority has the responsibility to maintain and operate the airports but also has the authority to acquire property, enact leases, construct, and improve facilities necessary to support the aviation facilities. The Airport operates as a self-sustaining enterprise fund as required by federal and state grant assurances.

POSITION

Under general supervision of the Director of Airports, the Finance Manager will oversee all accounting, payroll, fiscal management, personnel functions of the Airport Authority. Responsibilities include: assisting lease and property administration; airport insurance program; fiscal administration of federal and state grant programs (Capital Improvement Program), prepare all accounting entries, monthly financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and performs other duties as assigned to meet needs of the Authority.

DUTIES

Duties will also entail the following: preparation, collection, interpretation, recording and distribution of financial records and reports; monitors fiscal activities and insures compliance with applicable federal, state and local regulations; assists in the maintenance required for accounting and bookkeeping systems and procedures, including journals, general ledgers and subsidiary ledgers; prepares and reconciles revenue and expense trends; assists with annual audit; and prepares additional analysis as needed. The Finance Manger will also oversee the inventory of all capital assets and make necessary adjustments as needed. Other functions will include: overseeing and participating in the accounts receivable, accounts payable and purchasing functions; maintains records and reports; processes payments, initiates wire transfers, updates and reconciles banking data, resolves discrepancies; aids in preparation of bids; supervises and monitors payroll preparation for airport personnel; completes or supervises completion of payroll, sales and other required tax returns and reports; and reviews payroll changes and deductions.

Assists in the administration of the Authority's purchasing policies; assists in the oversight of the bidding process to ensure compliance with airport, state and federal purchasing policies, as appropriate. Works with the Director of Airports to ensure purchasing policies are followed and implemented in accordance with established policy and practices.

QUALIFICATIONS

Graduation from an accredited four-year college or university with major course work in accounting with three to five years of progressively responsible professional experience in governmental or commercial accounting or finance; or any equivalent combination of education, training and experience; thorough knowledge of accounting, financial and personnel management principles, practices and techniques; certified Public Account (CPA) or equivalent, airport experience are highly desirable. Must have the ability to work independently with minimal supervision.

Must possess strong understanding of Generally Accepted Accounting Principles (GAAP) as well as Governmental Accounting Standards Board (GASB) along with interpersonal administrative skills and the ability

to interface with and effectively communicate with staff, users, tenants, consultants, governmental entities and the general public; must be able to communicate effectively in both oral and written form. Detailed working knowledge of Microsoft Office with a primary focus on Microsoft Excel and Sage Account Software or equivalent.

PAY RANGE

\$75,000 - \$95,000

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39199	7/1/21	Board Of Co. Commi	101000	8,939.56
39200	7/1/21	Brevard Uniform Co.	101000	152.67
39201	7/1/21	City Of Titusville	101000	1,221.61
39222	7/1/21	Faster Than Sound, I	101000	510.00
39196	7/2/21	AT&T Mobility	101000	350.24
39197	7/2/21	A T & T	101000	193.75
39198	7/2/21	A T & T	101000	698.93
39202	7/2/21	Davis Vision, Inc.	101000	60.31
39203	7/2/21	Dish	101000	130.12
39204	7/2/21	Federal Express	101000	202.89
39205	7/2/21	Environmental Scien	101000	3,000.00
39206	7/2/21	Five Star Painting IH	101000	2,800.00
39207	7/2/21	Florida Coast Equipm	101000	486.47
39208	7/2/21	Florida Power & Light	101000	3,634.91
39209	7/2/21	Michael Baker Intern	101000	128,026.2
39210	7/2/21	Vantagepoint Transfe	101000	1,081.20
39211	7/2/21	NAPA/ Space Coast	101000	171.49
39212	7/2/21	Ronco Aircraft & Mari	101000	1,800.00
39213	7/2/21	Seashore Solutions,	101000	2,391.59
39214	7/2/21	Standard Insurance	101000	400.34
39215	7/2/21	T's Handyman Servic	101000	395.00
39216	7/2/21	Tilford Air & Heat, Inc	101000	520.70
39217	7/2/21	Watkins Fuel Oil	101000	696.34
39218	7/2/21	Waste Management	101000	448.48
39219	7/2/21	Jonathon Swindal	101000	70.80
39220	7/2/21	Cathy McGee	101000	70.68
39221	7/2/21	Kimberly Pearce	101000	69.98
39223	7/16/21	A T & T	101000	487.51
39224	7/16/21	A T & T	101000	42.80
39225	7/16/21	Brevard County Utility	101000	100.00
39226	7/16/21	Brevard Uniform Co.	101000	253.13
39227	7/16/21	Brown & Brown Insur	101000	1,415.00
39228	7/16/21	Carpet Fashions, Inc.	101000	9,626.00

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39229	7/16/21	DynaFire, Inc.	101000	287.97
39230	7/16/21	Five Star Painting IH	101000	8,198.00
39231	7/16/21	Florida Power & Light	101000	4,835.29
39232	7/16/21	Florida Today #1262	101000	380.95
39233	7/16/21	Goodyear	101000	294.36
39234	7/16/21	Home Depot Credit S	101000	448.47
39235	7/16/21	Phil Jones	101000	447.15
39236	7/16/21	Lacey's Lock Service	101000	281.40
39237	7/16/21	Logical Decisions LT	101000	1,289.25
39238	7/16/21	Lowes	101000	328.34
39239	7/16/21	Medfast Urgent Care	101000	110.00
39240	7/16/21	Michael Baker Intern	101000	18,320.00
39241	7/16/21	Vantagepoint Transfe	101000	1,081.20
39242	7/16/21	Robinson Aviation, In	101000	384.00
39243	7/16/21	Seashore Solutions,	101000	1,295.17
39244	7/16/21	Tilford Air & Heat, Inc	101000	780.30
39245	7/16/21	WhiteBird Attorneys	101000	5,636.00
39246	7/16/21	Watkins Fuel Oil	101000	1,953.69
39247	7/16/21	Windstream Commu	101000	75.07
39248	7/16/21	Space Coast Aviation	101000	25.00
39249	7/29/21	SYNCB/AMAZON	101000	2,245.78
39250	7/30/21	A T & T	101000	698.93
39251	7/30/21	A T & T	101000	193.10
39252	7/30/21	AT&T Mobility	101000	350.24
39253	7/30/21	Board Of Co. Commi	101000	9,813.93
39254	7/30/21	CHLIC	101000	404.34
39255	7/30/21	City Of Cocoa	101000	241.19
39256	7/30/21	City Of Titusville	101000	1,254.38
39257	7/30/21	Davis Vision, Inc.	101000	60.31
39258	7/30/21	Dish	101000	68.56
39259	7/30/21	DynaFire, Inc.	101000	660.00
39260	7/30/21	East Coast Fence &	101000	1,217.92
39261	7/30/21	Florida Power & Light	101000	3,673.27

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39262	7/30/21	Lacey's Lock Service	101000	1,025.55
39263	7/30/21	Michael Baker Intern	101000	20,624.10
39264	7/30/21	Michael Baker Intern	101000	33,473.54
39265	7/30/21	Vantagepoint Transfe	101000	1,081.20
39266	7/30/21	Nautilus Earth Manag	101000	13,179.21
39267	7/30/21	Nix Pest Managemen	101000	256.00
39268	7/30/21	Standard Insurance	101000	400.34
39269	7/30/21	Staples	101000	32.47
39270	7/30/21	Stingray Chevrolet	101000	45,707.00
39271	7/30/21	UPLIFT Desk	101000	1,096.00
39272	7/30/21	Waste Management	101000	425.32
39273	7/30/21	Watkins Fuel Oil	101000	3,317.93
39274	7/30/21	Scott Wall	101000	99.81
39275	7/30/21	Seashore Solutions,	101000	2,418.09
Total				<u>360,918.8</u>

Banks	Line of Credit Amount	Interest Rate	Fees	Term	Additional terms	Example of the annual cost if the LOC had a balance of \$500k on it monthly
-------	-----------------------	---------------	------	------	------------------	---

Seacoast Bank	\$ 2,000,000	Prime + .50% floating with a floor of 3.75% (prime today is 3.25)	\$5k loan fee initially followed with an annual fee of \$1k +/-	Reviewed annually	move all bank accounts to Seacoast	Interest due annually on \$500k outstanding = \$18,750 plus annual fee first year of \$5k. Total \$23,750
Truist Bank	\$ 1,500,000	SOFRA plus 1.75% (SOFRA today is .05). The interest rate floor will probably be 1.80%	An unused fee of .25% of unused line of credit balance paid quarterly in arrears. The unused fee is reduced by 10 bps if all accounts are moved to Truist Bank.	Reviewed annually	move all bank accounts to Truist	Interest due annually on \$500k outstanding = \$9,000 plus \$6k for unused fees. Total \$15,000

Notes:

Balance of loan with Suntrust (Truist)=\$1,315,419 interest rate= 4.485%
 Early payoff penalty = \$58,234

Calculation of quarterly unused fees:

Example: a balance of \$1 million outstanding quarterly fee is \$1,000,000k x .0015 = \$1,500 quarterly and \$6k annually

Calculation of interest expenses:

\$500,000 outstanding monthly thru out year interest monthly is: 3.75 x 500,000=\$18,750

Recommendation by Director of Airports

Payoff the current loan with Truist that includes the early payoff penalty.
 Accept the terms offered by Truist.

Account	ParcelID	SiteAddress	TaxingDistrict	TotalBaseArea	TotalSubArea	Acreage	SaleDate	SalePrice	Account	ParcelID	SiteAddress	TaxingDistrict
2108097	21-35-32-00-24	2600 FLAKE RD TITUSVILLE FL 32796	UNINCORP DISTRICT 1	-	-	3.67	7/1/1990	123,000.00	2108097	21-35-32-00-25	2600 FLAKE RD TITUSVILLE 2601 FLAKE RD TITU UNINCORP DISTRICT 2	TITUSVILLE
2108239	21-35-32-01-3-6	955 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	1,456.00	2,024.00	0.34	11/1/1995	70,000.00	2108239	21-35-32-01-3-7	955 LUNA TER TITUSVILL 955 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108232	21-35-32-01-2-21	910 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	5/30/1991	65,000.00	2108232	21-35-32-01-2-22	910 LUNA TER TITUSVILL 910 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108235	21-35-32-01-3-2	915 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.17	3/30/1991	54,000.00	2108235	21-35-32-01-3-3	915 LUNA TER TITUSVILL 915 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108231	21-35-32-01-2-20	920 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	3/30/1991	57,500.00	2108231	21-35-32-01-2-21	920 LUNA TER TITUSVILL 920 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108236	21-35-32-01-3-3	925 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.17	7/1/1991	56,000.00	2108236	21-35-32-01-3-4	925 LUNA TER TITUSVILL 925 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108229	21-35-32-01-2-18	940 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	6/1/1991	58,000.00	2108229	21-35-32-01-2-19	940 LUNA TER TITUSVILL 940 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108238	21-35-32-01-3-5	945 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.17	5/1/1991	53,000.00	2108238	21-35-32-01-3-6	945 LUNA TER TITUSVILL 945 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108228	21-35-32-01-2-17	950 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	3/30/1991	7,500.00	2108228	21-35-32-01-2-17	950 LUNA TER TITUSVILL 950 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108227	21-35-32-01-2-16	960 LUNA TER TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	6/30/1991	58,000.00	2108227	21-35-32-01-2-16	960 LUNA TER TITUSVILL 960 LUNA TER TITU; TITUSVILLE	TITUSVILLE
2108092	21-35-32-00-19	712 N DIXIE AVE TITUSVILLE FL 32796	TITUSVILLE	1,316.00	1,917.00	1.78	5/1/1996	82,000.00	2108092	21-35-32-00-20	712 N DIXIE AVE TITUSV 712 N DIXIE AVE TIT TITUSVILLE	TITUSVILLE
2109203	21-35-33-00-265	714 N DIXIE AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	1.58	11/1/1995	100,000.00	2109203	21-35-33-00-265	714 N DIXIE AVE TITUSV 714 N DIXIE AVE TIT TITUSVILLE	TITUSVILLE
2109204	21-35-33-00-266	800 N DIXIE AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	1.24	7/1/1992	68,500.00	2109204	21-35-33-00-266	800 N DIXIE AVE TITUSV 800 N DIXIE AVE TIT TITUSVILLE	TITUSVILLE
2109197	21-35-33-00-260	810 N DIXIE AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	1.1	1/30/1991	89,000.00	2109197	21-35-33-00-260	810 N DIXIE AVE TITUSV 810 N DIXIE AVE TIT TITUSVILLE	TITUSVILLE
2108222	21-35-32-01-2-11	1005 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.22	3/1/1996	63,000.00	2108222	21-35-32-01-2-12	1005 N SINGLETON AVE 1 1005 N SINGLETON TITUSVILLE	TITUSVILLE
2108128	21-35-32-00-753.1	385 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	3,400.00	3,400.00	0.74	8/1/1996	190,000.00	2108128	21-35-32-00-753.2	385 N SINGLETON AVE 1 385 N SINGLETON TITUSVILLE	TITUSVILLE
2108214	21-35-32-01-2-1	901 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	1,232.00	2,046.00	0.22	10/1/1995	54,500.00	2108214	21-35-32-01-2-1	901 N SINGLETON AVE 1 901 N SINGLETON TITUSVILLE	TITUSVILLE
2108217	21-35-32-01-2-3	925 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	1,260.00	1,776.00	0.19	11/1/1995	59,000.00	2108217	21-35-32-01-2-3	925 N SINGLETON AVE 1 925 N SINGLETON TITUSVILLE	TITUSVILLE
2108216	21-35-32-01-2-5	945 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	3/30/1991	63,000.00	2108216	21-35-32-01-2-5	945 N SINGLETON AVE 1 945 N SINGLETON TITUSVILLE	TITUSVILLE
2108217	21-35-32-01-2-6	955 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	7/1/1991	62,000.00	2108217	21-35-32-01-2-6	955 N SINGLETON AVE 1 955 N SINGLETON TITUSVILLE	TITUSVILLE
2108218	21-35-32-01-2-7	965 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.19	3/30/1991	58,000.00	2108218	21-35-32-01-2-7	965 N SINGLETON AVE 1 965 N SINGLETON TITUSVILLE	TITUSVILLE
2109018	21-35-32-75-B-8	115 N WILLIAMS AVE TITUSVILLE FL 32796	TITUSVILLE	1,014.00	1,666.00	0.23	10/1/1995	48,000.00	2109018	21-35-32-75-B-8	115 N WILLIAMS AVE TIT 115 N WILLIAMS AV TITUSVILLE	TITUSVILLE
2109019	21-35-32-75-B-9	135 N WILLIAMS AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.23	1/1/1992	54,700.00	2109019	21-35-32-75-B-9	135 N WILLIAMS AVE TIT 135 N WILLIAMS AV TITUSVILLE	TITUSVILLE
2109020	21-35-32-75-B-10	155 N WILLIAMS AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.23	8/1/1993	46,000.00	2109020	21-35-32-75-B-10	155 N WILLIAMS AVE TIT 155 N WILLIAMS AV TITUSVILLE	TITUSVILLE
2109021	21-35-32-75-B-11	175 N WILLIAMS AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.23	3/1/1995	58,500.00	2109021	21-35-32-75-B-11	175 N WILLIAMS AVE TIT 175 N WILLIAMS AV TITUSVILLE	TITUSVILLE
2109004	21-35-32-75-A-11	180 N WILLIAMS AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.23	5/30/1992	48,000.00	2109004	21-35-32-75-A-12	180 N WILLIAMS AVE TIT 180 N WILLIAMS AV TITUSVILLE	TITUSVILLE
2109022	21-35-32-75-B-12	195 N WILLIAMS AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	0.23	11/1/1992	47,000.00	2109022	21-35-32-75-B-13	195 N WILLIAMS AVE TIT 195 N WILLIAMS AV TITUSVILLE	TITUSVILLE
2108234	21-35-32-01-3-1	2860 SATURN DR TITUSVILLE FL 32796	TITUSVILLE	-	-	0.2	7/1/1991	58,000.00	2108234	21-35-32-01-3-2	2860 SATURN DR TITUSVI 2860 SATURN DR TITUSVILLE	TITUSVILLE
2108259	21-35-32-01-4-4	2865 SATURN DR TITUSVILLE FL 32796	TITUSVILLE	-	-	0.17	5/1/1992	12,500.00	2108259	21-35-32-01-4-4	2865 SATURN DR TITUSVI 2865 SATURN DR TITUSVILLE	TITUSVILLE
2108258	21-35-32-01-4-3	2875 SATURN DR TITUSVILLE FL 32796	TITUSVILLE	-	-	0.17	9/30/1991	50,000.00	2108258	21-35-32-01-4-3	2875 SATURN DR TITUSVI 2875 SATURN DR TITUSVILLE	TITUSVILLE
2108256	21-35-32-01-4-1	2895 SATURN DR TITUSVILLE FL 32796	TITUSVILLE	-	-	0.2	3/30/1991	59,000.00	2108256	21-35-32-01-4-1	2895 SATURN DR TITUSVI 2895 SATURN DR TITUSVILLE	TITUSVILLE
2108141	21-35-32-00-766	2500 MERRY LN TITUSVILLE FL 32796	TITUSVILLE	-	-	3.57	7/27/2007	258,000.00	2108141	21-35-32-00-767	2500 MERRY LN TITUSVILI 2501 MERRY LN TITUSVILLE	TITUSVILLE
2109202	21-35-33-00-264	590 N DIXIE AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	4.27	2/28/1991	98,000.00	2109202	21-35-33-00-265	590 N DIXIE AVE TITUSV 591 N DIXIE AVE TIT TITUSVILLE	TITUSVILLE
2108121	21-35-32-00-751	465 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	67,723.00	67,723.00	128.21			2108121	21-35-32-00-751	465 N SINGLETON AVE 1 465 N SINGLETON TITUSVILLE	TITUSVILLE
2108086	21-35-32-00-10	695 N SINGLETON AVE TITUSVILLE FL 32796	TITUSVILLE	-	-	24.33			2108086	21-35-32-00-10	695 N SINGLETON AVE 1 695 N SINGLETON TITUSVILLE	TITUSVILLE
2108167	21-35-32-00-797	2605 RUTLEDGE ST TITUSVILLE FL 32796	TITUSVILLE	-	-	0.86	9/6/2007	105,000.00	2108167	21-35-32-00-797	2605 RUTLEDGE ST TITUS; 2606 RUTLEDGE ST TITUSVILLE	TITUSVILLE

TEMPORARY SPACE USE PERMIT

THE **TITUSVILLE-COCOA AIRPORT AUTHORITY**, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company," to conduct business and/or occupy space at Space Coast Regional Airport (TIX), hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company.** The name, address and telephone number of the Company hereunder are as follows:

Company: **FLORIDA EAST COAST RAILWAY LLC**

Address: 7150 Phillips Highway
Jacksonville, FL 32256

Contact: Brook Hartzog, VP Operations
Telephone: 904-279-3183 Fax:
Email: brook.hartzog@fecrwy.com Cell: 904-759-1303

Company Financial Billing Contact(s):

Name: Karen Morgan, FECR Accounts Payable

Address: 7150 Philips Highway
Jacksonville, FL 32256

Telephone: 904-538-6104 Fax: _____

E-mail: Karen.morgan@fecrwy.com

Company – 24 Hour Emergency Contacts – Minimum of Two (2) Contacts Required

Name & Title: Larry Miller, Mechanical Foreman

Address: 6601 Tico Road
Titusville, FL 32780

Telephone: 321-360-7165 Fax:
Pager: Cell: 772-971-2280
Email: larry.miller@fecrwy.com Other:

Name & Title: Larry Hudgins, General Foreman

Address: 7150 Philips Highway
Jacksonville, FL 32256

Telephone: 904-279-3147 Fax:
Pager: Cell: 904-759-4228
Email: larry.hudgins@fecrwy.com Other

2. **Business to be Conducted.** Company is authorized to conduct the following business at the Airport:

Storage of Company trucks and other motor vehicles in identified area.

3. **Space/Area to be Occupied.** Company is authorized to use the space at the Airport outlined in black with black hash marks as depicted on **Exhibit "B"** hereto as the "Permit Area."

4. **Consideration.** In consideration of and for the rights granted hereunder by Authority, Company hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Exhibit "A"** hereto plus any and all sales or use taxes due thereon.

All payments due hereunder shall be remitted to the Finance Manager, Titusville-Cocoa Airport Authority, 355 Golden Knights Blvd., Titusville, Florida, 32780 without demand, set-off or deduction.

In the event that the term of this Temporary Space Use Permit (the "Permit") shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

5. **Term.** This Permit is effective from the date of its execution to permit use or occupancy for the period stated in **Exhibit "A,"** unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least sixty (60) days written notice of such termination.

6. **Amount of Insurance Required.** Commercial general liability, automobile liability, workers' compensation and employer's liability insurance are required to be carried by Company in the types and amount set forth in **Exhibit "A,"** and Company shall comply therewith.

7. **Security Deposit.** The amount of the security deposit to be held by Authority to secure the Company's full and timely performance of all obligations under this Permit is set forth in **Exhibit "A"** hereto. Company shall pay such security deposit directly to Authority, who shall not be required to maintain said security deposit in any particular or separate account and may freely intermingle said security deposit with its other funds. The security deposit provided by Company may also be kept in a non-interest-bearing account.

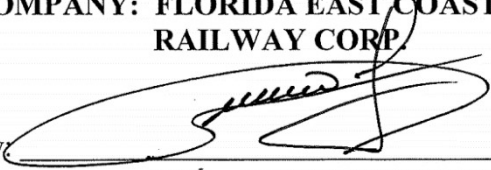
8. **Utility and Service Charges.** Except as otherwise expressly shown on **Exhibit "A,"** Company shall be responsible for all utility and service charges related to this Permit and the Permit Area subject hereto.

9. **Additional Terms and Conditions.** Company does hereby further agree to abide by all of the terms and conditions attached hereto, and all attachments hereto, including without limitation Exhibits "A" and "B," which are incorporated herein by reference and made material, binding and enforceable parts hereof.

10. **Amendments.** Amendments to this Permit may be made by one or more written revision(s) of **Exhibit "A"** hereto, executed by both the Company and the Authority, and executing a numbered and dated letter of amendment.

**COMPANY: FLORIDA EAST COAST
RAILWAY CORP.**

**TITUSVILLE-COCOA
AIRPORT AUTHORITY**

By:  _____

By: _____

As Its: CFO
(Title)

As Its: _____
(Title)

Print Name: Genaro Guerrero

Print Name: _____

Date: 8/18/2021

Date: _____

EXHIBIT A TO TEMPORARY SPACE USE PERMIT

A-1 SPACE/AREA TO BE OCCUPIED.

See Exhibit B, below.

A-2 SPACE RENTAL CHARGE.

\$1,400.00 per month due Authority from Company for the Permit Area, plus applicable sales tax thereon.

This monthly Space Rental Charge, above, is also the minimum monthly charge due Authority from Company under this Permit when a Percentage of Receipts amount, as defined below, is specified in this Permit. If a Percentage of Receipts amount is not identified below, or if "N/A" is written on the line for identification of a Percentage of Receipts, then only the Space Rental Charge shall be charged to Company as and for a monthly rental rate.

A-3 PERCENTAGE OF RECEIPTS.

Under Section 4 of the Space Use Permit, above, Company is obligated to pay a percentage of its Gross Receipts to Authority as and for SUP Annual Rent if said sum is greater than the annual Space Rental Charge as set forth, above. The Company's "Gross Receipts" as used herein shall be defined as the Company's total gross, pre-tax revenue (less the exceptions set forth in Subparagraph A-8(VIII), below) for the twelve (12) months immediately preceding the month in which the SUP Annual Rent is due. For instance, if the SUP Annual Rent, which is due on or before the first of each year, is due on January 1, 2018, then the "Gross Receipts" shall be calculated for Company for the time period of January 1, 2017 through December 31, 2017, inclusive. Company's obligations under this **Section A-3** shall also be subject to the terms, conditions and obligations set forth in Subparagraph A-8(VIII), below.

Under this Space Use Permit, the percentage of Gross Receipts due Authority from Company as and for SUP Annual Rent (the "Percentage of Receipts"), assuming the Company's Gross Receipts multiplied by the Percentage of Receipts exceeds the Space Rental Charge set forth above, shall be:

 N/A %

A-4 TERM.

The period of occupancy permitted under this permit will be September 1, 2021 through August 31, 2022. The term of this Permit may be extended by written agreement signed by both parties. Company agrees that, to the extent the term of this Permit is not extended by written agreement of the parties, it shall completely vacate the Permit Area on or before the last day of the period of occupancy identified in this paragraph, including without limitation removal of all personal property therefrom assuming Company is not in default of the Permit.

A-5 **INSURANCE REQUIREMENTS.**

The minimum coverage required to be maintained by Company under this Permit is:

Automobile Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000
Workers Compensation:	As required by the Laws of Florida
Employer's Liability:	\$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease-policy-each employee

Evidence of current coverage is to be kept on file with the Authority and shall also be provided to Authority by Company within a reasonable time after a written request from Authority.

A-6 **AMOUNT OF SECURITY DEPOSIT.**

Company shall pay to Authority \$ N/A as a for a security deposit under this Permit. If no amount for a security deposit is entered in the above line, or if "N/A" is written in the above line, then no security deposit shall be due Authority from Company under the Space Use Permit.

A-7 **UTILITY, TAX & SERVICE CHARGES.**

All utilities, ad valorem and other taxes and service charges related to use and/or occupancy of the Permit Area are the sole responsibility of the Company, and Company shall indemnify and hold Authority harmless therefor.

A-8. **SPECIAL CONDITIONS.**

- I. Maintenance of Permit Area. Company accepts the Permit Area in its present condition, "as is," and Company shall be responsible for maintaining the Permit Area in good, clean and attractive condition. Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore the Permit Area and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Permit Area, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Permit Area and the fixtures, equipment and mechanical systems located therein, and the term of this Permit shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof. Company shall promptly pay or reimburse Authority for the cost to Authority of any and all maintenance, replacement and repair which may be required to restore the Permit Area and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees,

agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Permit Area. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Permit Area or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Permit Area or alter the point of supply of any utilities therein. Company shall not permit a work of visual art, as defined in 17 U.S.C. s. 101, to be installed in the Permit Area 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.

- II. Company's Property. Any and all property belonging to, or brought onto the Permit Area by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to Authority's right of approval as set forth in Subparagraph I hereof, Company may place and install trade fixtures and other personal property in the Permit Area for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be responsible for the cost of repairing any damage to the Permit Area or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Company's property located in the Permit Area which are available to it under the laws of the State of Florida, and Company shall not remove or permit the removal of any or such property until all amounts secured by such liens have been paid and all other defaults under this Permit have been cured. Company shall indemnify and hold Authority harmless from any claims of any kind related to damage to personal property brought onto the Permit Area and/or owned by Company. Nothing in this paragraph shall limit or affect Authority's right to assert sovereign, governmental or any other form of immunity available to it, including without limitation those set forth in section 768.28, Florida Statutes.
- III. Authority's Right to Enter. Authority and its designated agents shall have the right to enter the Permit Area at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.
- IV. Utilities. Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used in connection with and/or consumed in the Permit Area.
- V. Access. Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress to and egress from the Permit Area.

- VI. Taxes and Assessments. Company shall pay, on or before the due date established therefore, all taxes, assessments (including, without limitation, storm water utility charges and ad valorem taxes) and impact fees which are levied against or in connection with the Permit Area, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Permit Area or at the Airport. If the term of this Permit expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Permit commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Permit was in effect during such tax year by the total number of days that the Permit Area was leased to Company (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Permit Area exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Permit is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Permit was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Subparagraph VI shall survive the expiration or earlier termination of this Permit. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of Florida or the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Company.
- VII. Rules and Regulations. Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time-to-time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Permit Area or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.
- VIII. Additional Terms Related to Gross Receipts. In the event that the consideration to be paid under Section A-3 of this Permit is based in whole or in part on a percentage of Company's "Gross Receipts," such term shall not include (i) the amount of all credits and refunds to customers actually made by Company, (ii) the amount of any federal, state or municipal sales or other similar taxes separately stated to and paid by customers of Company now or hereafter levied and imposed, and (iii) the proceeds from the sale of capital assets.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance

or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for goods or services is not assessed, charged or collected, irrespective of the reason therefore, then the amount of Company's customary charge therefore shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Permit.

On or before the fifteenth (15th) day after the execution of this Permit, and then on or before the 15th day of January for each year after the year in which this Permit is executed (assuming the Permit will be in effect during said subsequent year(s)), Company shall deliver to Authority a statement signed by an officer of Company, in such form and with such detail as Authority may reasonably request, setting forth Company's Gross Receipts (as the same is defined herein) during the preceding twelve months, and separately identifying all receipts derived by Company during such months which have been excluded from the computation of Gross Receipts. The purpose of providing such a statement is for Company and Authority to Confirm that the SUP Annual Rent paid by Company hereunder (if that SUP Annual Rent is based upon Gross Receipts) is accurately and appropriately based on Company's Gross Receipts for the preceding 12-months. Since Company is required to make the SUP Annual Rent payment prior to providing the statement identified in this paragraph, any additional funds due Authority as a result of the statement and any adjustment(s) to said statement shall be paid to Authority within five (5) days of providing the statement. It is the intent of the Company and Authority that the statement assist the parties in performing a "true up" to determine if the SUP Annual Rent paid (to the extent it is based on Company's Gross Receipts) is accurate.

Company shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles (GAAP). Such books and records of the Company shall contain itemized records of all amounts billed or received by the Company from its operations in the Permit Area or otherwise hereunder. The Company shall supply to the Authority, within thirty (30) days of the Authority's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Authority may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Company. In addition, the Company shall account for all revenues of any nature related to transactions in connection with this Permit entered into in the Permit Area or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Company and which supports the amounts reported to the Authority as Gross Receipts. In the event of any conflict between any provision of this Permit and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Permit shall control even where this Permit references such principles or standards.

Such records from Company as set forth above may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Authority at its offices, (b) a computer-generated hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Records maintained by the Company in the form of electronic media shall be provided to the Authority in electronic read-only form compatible with computers utilized by the Authority if requested in such form by the Authority. The Chief Executive Officer (CEO) may require the Company to provide any other records the CEO determines, in his or her opinion, are necessary to enable the Authority to perform an accurate audit of the Company's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority. All such original books and records shall upon reasonable notice from Authority be made available, either at the Permit Area, if assigned, or at the offices of the Authority, for inspection, examination or audit by Authority through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation is commenced relating to this Permit by the Authority, such books and records shall continue to be maintained by Company, and Authority shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection at the Permit Area will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Company's business.

Should the Company not wish to make its original books and records available for inspection at the Airport, the Company shall have the option of having representatives of the Authority inspect the Company's books and records at a location where the Company maintains its records within forty five (45) days of Authority's request to inspect Company's books and records. Should the Company elect to have the inspection, examination or audit performed at a location outside the limits of Brevard County, the Company shall pay the Authority for travel expenses incurred in connection with such inspection, examination or audit in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Authority shall bill the Company for such travel expenses, and the Company shall promptly pay such bill. Authority shall further have the right, upon reasonable written notice to Company, to cause an audit to be made of the books and records of Company and its assignees and agents which relate to its operations at the Airport to determine the correctness of any sums paid by Company hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Company shall, if requested, freely lend its own assistance in making such inspection,

examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Company also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any inspection, examination or audit as the Authority deems necessary. If, as a result of such audit, it is established that any sums due under this Permit have been underpaid to Authority, Company shall forthwith, upon written demand from Authority and at its sole discretion, pay the difference to Authority, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Company has understated and underpaid any sums due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Company.

- IX. Indemnification. Company agrees to indemnify, defend and hold completely harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. s. 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from the Authority in relation in any fashion to this Permit (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Permit Area or any improvements thereto, of Company's operations thereon, or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, invitees or licensees regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's gross negligence, or (ii) arising out of the failure of Company to keep, observe or perform any of the covenants or agreements in this Permit to be kept, observed or performed by Company. The provisions of this Subparagraph IX shall survive the expiration or earlier termination of the term of this Permit with respect to any acts or omissions occurring during the term of this Permit or related in any way thereto regardless of the time of occurrence. Nothing in this paragraph shall limit or affect Authority's right to assert sovereign, governmental or any other form of immunity available to it, including without limitation those set forth in section 768.28, Florida Statutes.

Additionally, the foregoing provisions of this Subparagraph IX are not intended to and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Company under this Permit.

X. Waiver of Damage. Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments related to any of the services and/or utilities in or to the Permit Area or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the gross negligence or willful misconduct of Authority or its officers, agents or employees except that nothing in this paragraph shall limit or affect Authority's right to assert sovereign, governmental or any other form of immunity available to it, including without limitation those set forth in section 768.28, Florida Statutes.

XI. Insurance Requirements. Company shall, at its own cost and expense, purchase and maintain throughout the term of this Permit the following insurance:

- (1) Automobile Liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial General Liability insurance (including, but not limited to Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Titusville-Cocoa Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be named as additional insureds under such insurance policies, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Permit Area and any improvements thereto, and on the Airport, in such form and with such company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Section A-5 of this Permit, above, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Company's covenants to and indemnification of the Authority under this Permit, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and
- (2) Workers' Compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers' compensation liability if in compliance with and permitted by Florida law. Employers' Liability coverage is also required with limits of liability not

less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Permit and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

XII. Assignment and Subletting. Company shall not assign this Permit or any of the rights granted to it hereunder or sublet the Permit Area or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

XIII. Default. In the event that Company shall fail to remit any payment due to Authority pursuant to this Permit, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under this Permit due and payable forthwith; or Authority may elect to terminate this Permit and resume possession of the Permit Area, thereafter using the same for its own purposes without having to account to Company therefore; or Authority may elect to retake possession of and re-let the Permit Area as agent for the Company, collecting and applying the proceeds thereof first, toward the payment of all costs and expenses incurred in connection with such re-letting, and next, toward the payment of any consideration, attorneys' fees, expenses and other charges due Authority under this Permit, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Permit Area, including, without limitation, the three-day notice provided for under section 83.20, Florida Statutes.

XIV. End of Term. At the end of the term or upon the earlier termination of this Permit, Company shall deliver to Authority possession of the Permit Area and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear excepted, and Company agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Company has caused any alterations or improvements to be made to the Permit Area, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of Authority in each instance), the Authority may elect, with respect to each such alteration or improvement, to accept it as it was at the time it

was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

- XV. Holding Over. It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Permit Area after the termination of this Permit for any reason without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, and the Authority shall be entitled to double the monthly rent specified in this Permit. Acceptance by Authority of any sums paid by Company after any such termination shall not constitute a renewal of this Permit or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Permit.
- XVI. Costs and Attorneys' Fees. In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action related to this Space Use Permit or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses and fees and costs incurred litigation entitlement to and/or the amount of attorneys' fees and costs to be awarded.
- XVII. Notice. Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by hand to the Permit Area, by nationally recognized overnight courier service or by U.S. Mail to the address contained in this Permit or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by hand to the Office of the Director of Airports, Titusville-Cocoa Airport Authority, Space Coast Regional Airport, Titusville, Florida, provided Company obtains a written acknowledgment of receipt therefore from Authority, by nationally recognized overnight courier service or by U.S. Certified. Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Titusville-Cocoa Airport Authority
Attention: Director of Airports
355 Golden Knights Boulevard
Titusville, FL 32780

or such other address as Authority may request from time to time.

- XVIII. Sums Paid by Authority. If Authority has paid any sum or has incurred any obligation or expense which Company has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Permit, then the same shall be deemed additional rent due hereunder and Company shall reimburse Authority therefore promptly upon demand.

- XIX. Interest on Sums Due Authority. Any sums payable by Company to Authority under any provision of this Permit which are not paid when due shall bear interest at the maximum rate allowable by Florida law from the date the same became due and payable until paid.
- XX. Security Deposit. In the event that a security deposit is required by this Permit, Company shall deposit such sum with Authority upon execution of this Permit, and such sum shall be retained by Authority as security for the faithful performance of Company's obligation hereunder. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company, or to the cost of restoring the Permit Area or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Company, without interest, within sixty (60) days after the termination of this Permit. The Authority will not pay interest on any security deposit nor shall it be required to maintain the same in a separate or interest-bearing account.
- XXI. Brokerage Commissions. Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by Authority to any person or entity in connection with this Permit, and Company does hereby agree to indemnify, defend and hold completely harmless Authority from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Authority as a result of any claims therefore.
- XXII. Authority's Reserved Rights.
- (1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Permit Area, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Permit Area and to grant necessary utility easements therefore.
- (2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned by and/or during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

(3) Company covenants and agrees that this Permit shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of the Airport. In the event the Federal Aviation Administration or its successors shall require any modifications to this Permit as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

XXIII. Discrimination Not Permitted.

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) 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 Permit Area or the Airport under the provisions of this Permit; (b) that in the construction of any improvements on, over or under the Permit Area and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Company shall use the Permit Area 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 Act of 1964, and as said Regulations may be amended.

Likewise, Company shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Company authorize another person, with Authority's prior written consent, to provide services or benefits from the Permit Area or at the Airport, Company 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 paragraph. Company shall furnish the original or a true copy of such agreement to Authority. 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 non-discrimination provisions, concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirement as a part of this Permit.

(2) If Company shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Company shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Permit and to re-enter and repossess said Permit Area, and hold the same as if this Permit had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Company 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 as it may be amended. Company also assures Authority that it will require its covered sub-organizations to provide written assurances to the same effect and provide copies thereof to Authority.

(5) Company assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Permit. Company also assures Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Permit) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Company's operations under this Permit.

XXIV. Federal Aviation Administration Requirements.

(1) Company shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Permit Area so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) 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 Permit Area, together with the right to cause in said 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 said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Permit Area in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Permit Area to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Permit Area which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport

from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award. or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

XXV. Foreign Trade Zone Requirements.

If the Permit Area is located within the Foreign Trade Zone, Company further covenants and agrees that it will be bound by the provisions of Foreign Trade Zone No. 136, Tariff No. 1, and all changes and addenda thereto or reissues thereof, which such tariff is by reference made a part hereof.

XXVI. Hazardous Materials.

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **"Hazardous Material"** includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. ss. 9601 et seq.) ("**CERCLA**"), or pursuant to chapters 376 and 403, Florida Statutes; any "hazardous waste" listed pursuant to section 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement.** Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(3) **Environmental Indemnity.** Company shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorneys' fees) arising during or after the term of this Permit as a result of or arising from (i) a breach by Company of its obligations contained in this **Section XXVI** or (ii) any release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

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

XXVII. Miscellaneous.

(1) The paragraph headings contained in this Permit 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 hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Company's right to possession of the Permit Area, the rights granted under this Permit are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Permit shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Permit.

(5) This Permit shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein 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.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Company 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 Permit, shall be had against any member (including, without limitation, members of Authority's Board), 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 Permit 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 Permit or the operations conducted pursuant to it, or for the payment for or to Authority, or any

receiver therefore or otherwise, or 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 Permit.

(7) Company represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein.

(9) This Permit may be altered or amended only by written instrument executed by both parties hereto.

(10) As required by Florida law, Authority hereby includes the following notifications as part of this Permit:

RADON GAS. 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.

PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 \$15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

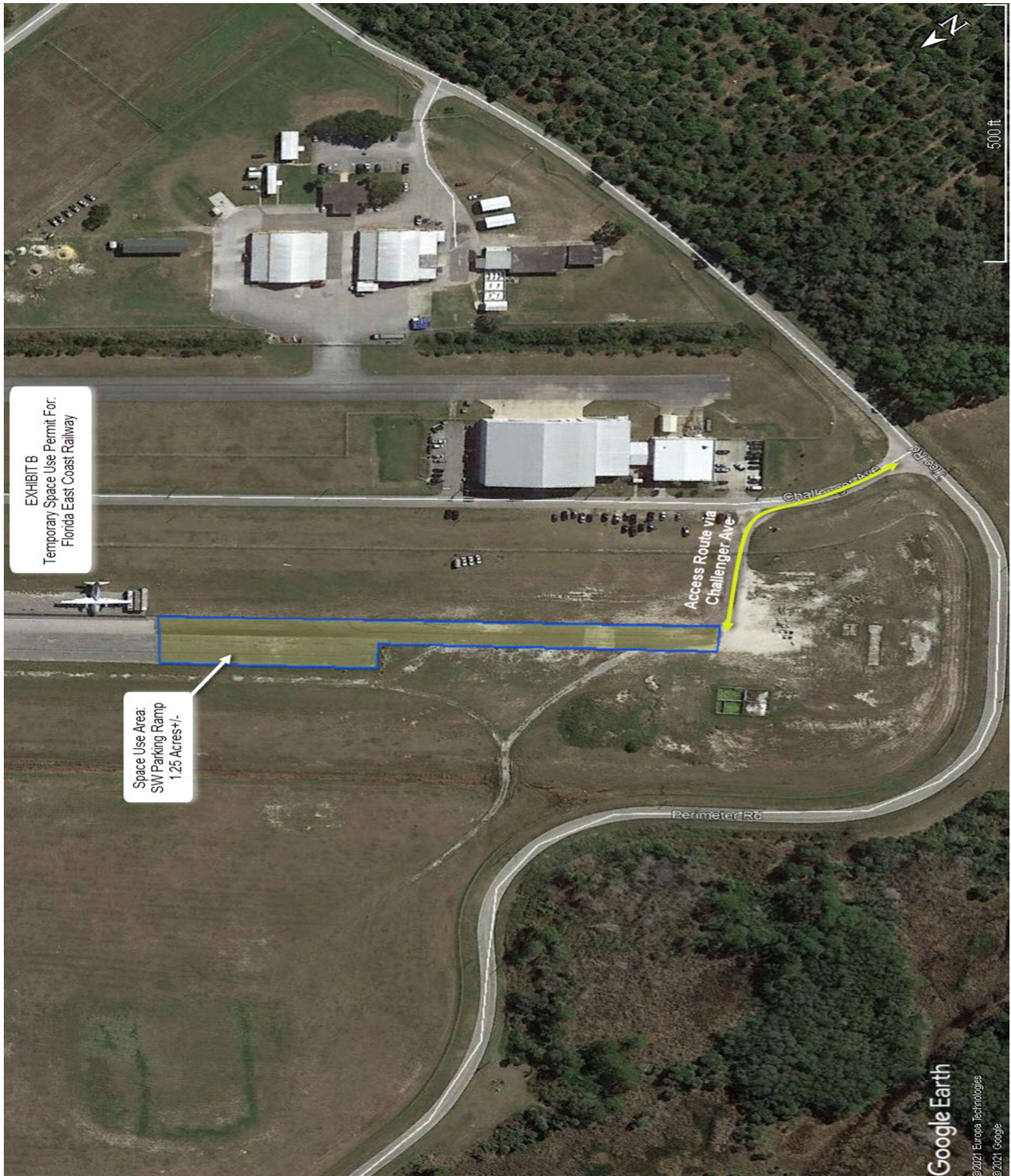
(11) Company hereby consents to the sole and exclusive jurisdiction of the courts of Brevard County, Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted in relation to this Permit, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action related to this Permit.

(12) **WAIVER OF JURY TRIAL.** COMPANY KNOWINGLY AND IRREVOCABLY WAIVES, RELINQUISHES AND DISCLAIMS ANY RIGHT IT HAS OR

MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, CAUSES OF ACTION, DEFENSES, COUNTERCLAIMS OR ANY OTHER LIABILITIES OF ANY KIND ARISING FROM OR RELATED TO THIS PERMIT, THE PERMIT AREA AND/OR THE USE OF THE PERMIT AREA.

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EXHIBIT B TO TEMPORARY SPACE USE PERMIT





CERTIFICATE OF LIABILITY INSURANCE

9/1/2021

DATE (MM/DD/YYYY)

8/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1493112 FLORIDA EAST COAST RAILWAY, LLC 7150 PHILIPS HIGHWAY JACKSONVILLE FL 32256	INSURER A: Carolina Casualty Insurance Company NAIC # 10510	
	INSURER B: Liberty Insurance Corporation NAIC # 42404	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

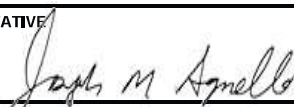
COVERAGES **CERTIFICATE NUMBER:** 1777829 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	5010973	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ _____
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	5010973	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachment

1777829 TITUSVILLE-COCOA AIRPORT AUTHORITY 355 GOLDEN KNIGHTS BOULEVARD TITUSVILLE FL 32780	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Date: May 12, 2021

Insured: Florida East Coast Railway

Certificate Deficiency: Missing Required Workers' Compensation Coverage.

Dear Certificate Holder:

Florida East Coast Railway is not subject to State mandated Workers' Compensation. Railroad employees are eligible for protection under the Federal Employers Liability Act (FELA). FELA coverage is included in the General Liability coverage for Florida East Coast Railway. Therefore, Florida East Coast Railway does not purchase and maintain traditional workers' compensation coverage, and their certificates of insurance cannot be amended to reflect such coverage.

Please accept this response along with the certificate of insurance already provided as proof of required coverage. If you have any questions or need further information, please call Angela Wright, Lockton Companies, 816-960-9206.

A brief description of the Federal Employers Liability Act is outlined below:

In 1908 Congress passed the Federal Employers Liability Act (known as "FELA") for the protection of the thousands of railroad workers employed nationwide. FELA established and continues to provide a federal system of legal recovery for railroad workers and their families, for injuries suffered by the railroad worker while on the job. Almost any worker employed by a railroad company will be protected under FELA if they are injured on the job, including those whose primary duties are not performed in or around trains.

Claims under FELA can be made directly to the responsible employer or Railroad Company, and may also be brought as a suit either in federal or state court. While providing a basis for a legal claim for injuries suffered by railroad workers, at the same time FELA provides railroad companies and employers with something of a uniform liability standard when it comes to working conditions and employee safety on the job.