



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

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321.267.8780 → fax: 321.383.4284 → mpowell@flairport.com

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

**\* NOTE TO ALL PUBLIC ATTENDEES:**

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

Salute to Flag - Pledge of Allegiance.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. APPROVAL OF THE AGENDA, AS PRESENTED
- IV. APPEARANCES: None
- V. PRESENTATIONS: None
- VI. CONSENT AGENDA:

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

- a. Approval of the Titusville - Cocoa Airport Authority Minutes:

- 1. December 19, 2019 - Regular Meeting

- VII. OLD BUSINESS:
- VIII. NEW BUSINESS:

- a. Discussion and Consideration of a Space Use Permit for Webb Honey at TIX
  - b. Discussion and Consideration of a New Legal Services Contract for TCAA
  - c. Discussion and Consideration of a Lease at 925 Singleton at X21
  - d. Discussion and Consideration of the Road Agreement Issue with KB Homes

**NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR**  
**FEBRUARY 20, 2020 AT 8:30 A.M.**

- e. Discussion by Mr. Nick Leone of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects
- f. Discussion by Mr. Rob Hambrecht of Recent Invoiced Costs by AVCON and Contractors Regarding Current Projects

XI. INFORMATION SECTION:

- a. Chief Executive Officer Report
  - Conference Call with UCF Rep Discussing Possible Partnership
  - FAA Public Meeting Regarding the EA for the Spaceport License
  - Meeting with UCF and FIT
- b. Attorney Report
- c. Check Register & Budget to Actual
- d. Project Reports

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

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

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Mr. Jerry Sansom  
Chairman

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on December 19, 2019 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. Jerry Sansom, Chairman; Mr. John Craig, Vice Chairman; Mr. Harry Carswell, Treasurer; Mr. Al Elebash, Secretary; Mr. Milo Zonka; Mr. Roger Molitor; Mr. Donn Mount; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney.

**Call to Order**

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

**Approval of the Agenda**

Mr. Sansom asked if there were any proposed changes to the Agenda. Mr. Powell stated that Mr. Kevin Panik had asked to do a presentation. Mr. Sansom stated that it would be best to have him do it under public statements. Mr. Craig made a motion to approve the Agenda as presented. Mr. Zonka seconded. Mr. Sansom 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. November 21, 2019 – Regular Meeting**

Mr. Sansom called for a motion to approve the Consent Agenda. Mr. Mount made a motion to approve the Consent Agenda. Mr. Elebash seconded. Mr. Sansom called the question. There were no objections. Motion passed.

**New Business****Item A – Discussion and Consideration of the Evaluations and Performance of the Chief Executive Officer**

Mr. Powell gave an overview of the item, stating that the evaluation form was sent out and it was up to the Board to decide how to proceed. Mr. Sansom suggested that each Board member make comments based on their evaluations of Mr. Powell's performance.

Mr. Sansom turned the floor over to Mr. Molitor. Mr. Molitor gave his evaluation of Mr. Powell's performance, summarizing that he felt there were some areas that

needed improvement, including improving financial statements, getting new business, maintaining facilities and equipment, finding additional sources of revenue, and managing issues with personnel.

Mr. Sansom turned the floor over to Mr. Elebash. Mr. Elebash stated that he felt Mr. Powell was great at outside connections, but in the past year there were some issues that slid under the radar. Mr. Elebash stated that in his opinion, Mr. Powell was taking the right approaches so that those things could be prevented in the future.

Mr. Sansom turned the floor over to Mr. Zonka. Mr. Zonka discussed his evaluation of Mr. Powell's performance stating that he felt he was a likable guy, but there were several failures. Mr. Zonka listed what he felt were failures and stated that he felt Mr. Powell should be terminated.

Mr. Sansom turned the floor over to Mr. Carswell. Mr. Carswell discussed his evaluation of Mr. Powell's performance, stating that he appreciated what he had done for the Airport Authority. Mr. Carswell stated that over the long range since Mr. Powell has been in his position, he felt there was a big difference from where the Authority was compared to where it is now. Mr. Carswell stated that he felt Mr. Powell had done very well on that. Mr. Carswell discussed Mr. Powell's ability and need to delegate. Mr. Carswell stated that if there were problems, Mr. Powell was available to correct them.

Mr. Sansom turned the floor over to Mr. Craig. Mr. Craig stated that he felt a better evaluation form should have been used, because the current one was inadequate and needed revision. Mr. Craig discussed his evaluation of Mr. Powell's performance, stating that he felt there was too much generality in Mr. Powell's answers to issues, and that he felt there should be a written business development plan in place. Mr. Craig also stated that he felt a preventative maintenance plan should be part of the budget, and that the By-laws needed to be updated.

Mr. Sansom turned the floor over to Mr. Mount. Mr. Mount stated that he couldn't disagree with the majority of what was said, and that a lot needed to be fixed. Mr. Mount stated that he felt that there was massive amount of financial information given to the Board members and it would be better to have a high level summary. Mr. Mount stated that he felt the Authority should take the criticisms and put them into correction action, and over the next year if the corrections are not put into action then they could think about replacing Mr. Powell.

Mr. Sansom stated that he was a supporter of Mr. Powell, but obviously the Board couldn't ignore the issues that have been going on. Mr. Sansom stated that he felt Mr. Powell needed to work closer with Board members to find out what their issues and concerns were. Mr. Sansom stated that he didn't think giving Mr. Powell a year to fix the problems, or face termination, was a good idea, but he felt it was a good opportunity for the Board members to say what they feel and give Mr. Powell an opportunity to see what he could do.

Mr. Sansom turned the floor over to Mr. Powell. Mr. Powell stated that he appreciated the input and would take it to heart. Mr. Powell stated that he would work hard to address everyone's comments and/or concerns. Discussion continued.

Mr. Powell went through several items that he and Staff had done to improve several of the discussed issues in the past and addressed the Board members' current concerns. Discussion continued amongst the Board and Mr. Powell.

Mr. Zonka made a motion to terminate Mr. Powell. Mr. Craig seconded for the sake of discussion. Discussion continued.

Mr. Bird explained to the Board that Mr. Powell's contract was a two year contract with another year renewal based on a positive review. Mr. Sansom stated that the Board had evaluated Mr. Powell and their decision was either to rate Mr. Powell as satisfactory and authorize Mr. Bird to negotiate an additional contract, or terminate him.

Mr. Bird explained that an overall Board vote on a negative review, would mean the contract would not renew and there was no clear answer. Mr. Bird stated that at that point a new contract could be negotiated. Mr. Bird stated that the pending motion was to terminate Mr. Powell.

Mr. Elebash stated that there were some serious items brought to Mr. Powell's attention, but he didn't think he should be terminated. Discussion continued.

Mr. Carswell stated that he was not in favor of terminating Mr. Powell, and he gave him a favorable review. Discussion continued.

Mr. Craig stated that he felt there were some great points made today and stated that Mr. Powell had some great personality points, but he felt there was work to be done whether Mr. Powell was in the position of CEO or someone else was. Mr. Craig stated that the Board had a lot of work to do on setting expectations and goals, and setting the tone for what was expected inside the organization.

Mr. Mount stated that he wasn't in favor of terminating Mr. Powell at the time, and that he felt it was something that Mr. Powell and the Board should try to work through in the next year. Discussion continued.

Mr. Molitor stated that he was on the fence about voting to terminate Mr. Powell, but he was leaning towards voting against the motion.

Mr. Sansom stated that he didn't support the motion. Discussion continued.

Mr. Zonka stated that he knew where the votes were going, but he felt the Board needed to discuss the three options available, whether termination, positive review

and continuation of the contract, or an unsatisfactory review, but Mr. Powell would continue his job without a contract.

Mr. Sansom called the question. Mr. Zonka and Mr. Craig voted aye. Mr. Molitor, Mr. Elebash, Mr. Carswell, Mr. Sansom and Mr. Mount voted nay. Motion failed. Discussion continued.

Mr. Zonka made a motion for the Board to find a non-positive review for Mr. Powell. Mr. Craig seconded. Discussion continued.

Mr. Sansom called the question. Mr. Zonka and Mr. Craig voted aye. Mr. Molitor, Mr. Elebash, Mr. Carswell, Mr. Sansom and Mr. Mount voted nay. Motion failed. Discussion continued.

Mt. Mount made a motion for the Board to impart a positive review for Mr. Powell. Mr. Elebash seconded. Mr. Sansom called the question. Mr. Molitor, Mr. Elebash, Mr. Carswell, Mr. Sansom and Mr. Mount voted aye. Mr. Zonka and Mr. Craig voted nay. Motion passed. Discussion continued.

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

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

Mr. McDaniel presented Pay Request Number 10 in the amount of \$16,539.30 from H.L. Pruitt, and Pay Request Number 9 in the amount of \$17,229.82, from Michael Baker International, which were for the Airfield Lighting Rehabilitation Project at Space Coast Regional Airport.

Mr. Craig made a motion to approve the invoices. Mr. Elebash seconded. Mr. Sansom called the question. All voted aye. Motion passed.

Mr. McDaniel gave an update on the Spaceport License application process, stating that the public meeting would be held at Space Coast Regional Airport between 5 and 8 p.m. on January 8<sup>th</sup>, 2020. Discussion continued.

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

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

Mr. Hambrecht presented Pay Request Number 3 in the amount of \$8,831.19 from AVCON, Inc., which was for the PAPI Replacement Project at Merritt Island Airport.

Mr. Molitor made a motion to approve the invoice. Mr. Craig seconded. There were no objections. Motion passed.

**Information Section****CEO Report**

Mr. Powell reported that Staff had opportunity to meet with FEMA and the Airport Authority was going to get consideration for the damage done by Hurricane Dorian.

Mr. Powell reported that a Fortune 500 company that needed to be at a facility like Space Coast Regional Airport to use transportation in a method not previously executed. Discussion continued.

Mr. Powell concluded his report.

**Attorney Report**

Mr. Bird discussed the Manor Drive/DeGrasso matter at Merritt Island Airport, stating that ultimately it was an FAA decision. Mr. Bird stated that he just received a survey showing the easement, which he was trying to determine if it still existed, and that it would help determine if the Airport Authority would need to move the fence to make sure it was not on Mr. DeGrasso's property. Mr. Bird stated that it didn't really affect the through-the-fence operation, but that discussion would be continue with the FAA.

Mr. Bird discussed the Welsh case, stating that the pre-trial date was re-set, and he felt it was going to end up in a trial. Mr. Bird stated that Staff had submitted everything there was to submit. Discussion continued.

Mr. Bird stated that he received a surprise case management conference notice regarding a case that was filed in 2010, and that he needed Board direction. Mr. Bird stated that the case was the Airport Authority vs. FM Florida Land Company and KB Homes. Mr. Bird stated that there had been no activity since 2013, and he had thirty days to take action. Mr. Powell gave a brief overview of the case. Discussion continued.

Mr. Sansom suggested putting that KB Homes item on the agenda for January's meeting. Discussion continued.

Mr. Bird concluded his report.

**Check Register & Budget to Actual**

Mr. Powell stated that the financials had been provided. Discussion continued.

**Administration & Project Reports**

Mr. Powell stated that the report was provided with a few small updates and the Authority was close to getting a Certificate of Occupancy on the Box Hangar Project at Merritt Island Airport.

**Authority Members Report**

Mr. Molitor stated that a couple of the dates on the proposed 2020 Board meeting schedule needed to be checked and corrected.

Mr. Zonka discussed the Box Hangar Project and the original intent for the funds, which was to build a fuel farm at Arthur Dunn Airpark. Mr. Zonka stated that FDOT was not happy with using the grant for that, so he pushed to have the funds moved to a project that would bring in more revenue, which were hangars. Mr. Zonka stated that he felt he wanted to express that scenario, so the Board could see why he felt the way he did regarding Mr. Powell. Mr. Zonka then stated that he was putting in his resignation for the Airport Authority Board. Mr. Craig thanked Mr. Zonka for his service.

Mr. Sansom stated that the state legislative session would begin the second week of January.

**Public & Tenants Report**

Mr. Kevin Panik gave a presentation on how he felt the Airport Authority could improve and maintain their existing facilities, as well as making property ready for new businesses to come, by asking the County for Ad Valorem taxes. Discussion continued.

Mr. Don White, from the EAA at Merritt Island Airport, stated that their recent Toys for Tots event was successful. Mr. White stated that Space Coast Regional Airport EAA Chapter was hosting the Ford Tri-Motor at the Valiant Air Command January 8-12. Mr. White stated that the next Young Eagles event was going to be on January 25. Mr. White discussed the cost of the new box hangars, stating that there had been a 400% increase in the construction cost since the last box hangar building had been constructed just a few years ago. Discussion continued.

**Adjournment**

Mr. Sansom adjourned the meeting at 11:12 a.m.

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JERRY SANSOM, CHAIRMAN

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AL ELEBASH, SECRETARY





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

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355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: [admins@flairport.com](mailto:admins@flairport.com)

#### **MEMORANDUM**

TO: Members of the Airport Authority

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

DATE: January 16, 2020

#### **ITEM DESCRIPTION - NEW BUSINESS ITEM A**

Discussion and Consideration of a Space Use Permit for Webb Honey at TIX

#### **BACKGROUND**

Mr. David Webb owns Webb Honey and has periodically kept bee hives on Authority property, north of SR 405 since 2008. Mr. Webb recently approached staff about using two more areas on the south side at TIX, in the orange grooves.

#### **ISSUES**

Webb honey has simply operated off of a Space Use Permit and due to the request for additional area, outside what had initially been approved; staff wished to bring it back to the Board to ensure there was support.

#### **ALTERNATIVES**

The Board could allow, not allow, or offer some modification to the terms of the Space Use Permit for Webb Honey.

#### **FISCAL IMPACT**

The annual amount is \$335.15 for the three sites, plus any applicable taxes. Not all three sites are always used throughout the year

#### **RECOMMENDED ACTION**

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

### **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 Name: Webb's Honey

Address: 21777 SR 520

Orlando, FL 32833

Contact Name: David Webb

Telephone: 321-403-4201 Cell: \_\_\_\_\_

Email: webbshoney@msn.com Fax: 407-568-1898

#### **Company Financial Billing Contact(s):**

Name: Same As Above

Address: \_\_\_\_\_

Telephone: 407-568-7725 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Company 24-Hour Emergency Contacts (Minimum of 2 Contacts Required)**

Name: David Webb

Address: 6625 Adkins Street Cocoa, FL 32927

Telephone: 321-403-4201 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Place and maintain hives for beekeeping operation.

3. **Space/Area to be Occupied.** Company is authorized to use the space at Space Coast Regional Airport:

The Company is authorized to use the space in 3 separate locations at Space Coast Regional Airport described in Attachments A-1 and A-2.

4. **Consideration.** In consideration for the rights granted hereunder by Authority, Company hereby agrees to pay to Authority annually, in advance, on the first (1st) day of January each year during the term hereof, the greater of: (1) the annual rental sum identified in **Section A-2**, below, plus any and all sales or use taxes due thereon, **OR** (2) a percentage of Company's gross receipts derived from its business at the Airport as specified in **Section A-3**, below, and in accordance with the provisions of Section 11 below ("Percentage Fees"), plus any and all sales or use taxes thereon. The option to pay a percentage of Company's gross receipts shall be subject to **Section A-2**, below, and shall not exist or otherwise be enforceable if the Authority does not identify the percentage to be paid in **Section A-2** or if "N/A" is written on the line for a percentage to be entered in **Section A-2**. The sum due annually from Company to Authority under this Space Use Permit shall be referred to as "SUP Annual Rent."

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.

Regardless of when this Space Use Permit is set to terminate on its face, Company shall be responsible for the payment of the full SUP Annual Rent set forth in the first paragraph of Section 4, above, on or before the first day of each year during which Company is entitled to occupy space at the Airport hereunder. For any year during which this Space Use Permit terminates on its face and Company vacates the subject space and is not in breach of this Space Use Permit, Company shall be entitled to a refund of that portion of the SUP Annual Rent it has paid for said year calculated by multiplying the actual SUP Annual Rent payment made by a fraction where the numerator is the number of days remaining in the subject year after Company vacates the space and the denominator is 365. For example, if Company pays \$1,200 in SUP Annual Rent timely on January 1 of a given year pursuant to the terms hereof, but the Space Use Permit terminates on its face on June 30 of that same year and Company vacates the subject space on or before June 30 (and is not in breach of the Space Use Permit), then in that scenario, Company would be entitled to a refund of \$604.93, which is the \$1,200 SUP Annual Rent payment multiplied by the quotient of 185 (the number of days in July through December) and 365 (the number of days in a year). The fact that a Space Use Permit shall terminate on its face during a given year does not affect Company's obligation under this Section to pay a full year's annual rent on or before January 1.

5. **Term.** This Space Use Permit is effective from the date of its execution to permit use or occupancy for the period stated in **Section A-4**, 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 Space Use Permit prior to the date upon which it

would otherwise expire by giving the other party at least ninety (90) 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 under subparagraphs K(1) and K(2) hereof. Coverage Company is required to obtain and maintain during this Space Use Permit's term are specified in **Attachment A-5**, and Company shall comply therewith.

7. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph XX hereof is shown in **Attachment A-6**. 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 **Attachment A-7**, Company shall be responsible for all utility and service charges related to this Space Use Permit and the space 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 Attachment "A," are incorporated herein and made material, binding and enforceable parts hereof.

10. **Amendments.** Amendments to this Permit may be made by a revision of Attachment A and executing a numbered and dated letter of amendment.

**COMPANY:** Webb's Honey, Inc.

**TITUSVILLE-COCOA  
AIRPORT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

As Its: Director  
(Title)

As Its: CEO  
(Title)

Print Name: David Webb

Print Name: Michael D. Powell, C. M., ACE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A TO SPACE USE PERMIT

### A-1 SPACE/AREA TO BE OCCUPIED.

The Company is authorized to use the space in 3 separate locations at Space Coast Regional Airport described in Attachments A-1 and A-2.

### A-2 SPACE RENTAL CHARGE.

\$335.15 annual rental rate due Authority from Company for the space identified above, plus applicable sales tax thereon.

**\*\* Please note account number 39030 on all transactions. \*\***

This monthly Space Rental Charge, above, is also the minimum monthly charge due Authority from Company under this Space Use Permit when a Percentage of Receipts amount, as defined below, is specified in this Space Use 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 an annual 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:

0 %

### A-4 TERM.

The period of occupancy permitted under this permit will be January 1, 2020 through December 31, 2020. The term of this Space Use Permit may be extended by written agreement signed by both parties. Company agrees that, to the extent the term of this Space Use Permit is not extended by written agreement of the parties, it shall completely vacate the subject space identified in the Space Use Permit 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 Space Use Permit.

**A-5 INSURANCE REQUIREMENTS.**

The minimum coverage required under the Space Use 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 \$ 0 as a for a security deposit under the Space Use 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 space subject to this Space Use Permit are the sole responsibility of the Company, and Company shall indemnify and hold Authority harmless therefor.

**A-8. SPECIAL CONDITIONS.**

- I. Maintenance of Assigned Space. Company accepts the space, if any, assigned under **Section A-1** hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is," and Company shall be responsible for maintaining the Assigned Space 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 Assigned Space 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 Assigned Space, 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 Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Space Use 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 Assigned Space 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 Assigned Space. 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space 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 Assigned Space.

- 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 Assigned Space.
- 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 Assigned Space, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Assigned Space or at the Airport. If the term of this Space Use 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 Space Use 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 Space Use Permit was in effect during such tax year by the total number of days that the Assigned Space was leased to Company (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Space Use 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 Space Use 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 Space Use 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 Assigned Space 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 4 of this Space Use 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 Space Use Permit.

On or before the fifteenth (15th) day after the execution of this Space Use Permit, and then on or before the 15<sup>th</sup> day of January for each year after the year in which this Space Use Permit is executed (assuming the Space Use 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 Assigned Space 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 Space Use Permit entered into in the Assigned Space 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 Space Use Permit and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Space Use Permit shall control even where this Space Use 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 Assigned Space, 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 Space Use 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 Assigned Space 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 Space Use 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 Space Use 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 Assigned Space 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 Space Use 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 Space Use 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 Space Use 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 Assigned Space 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 Assigned Space 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 6 of this Space Use 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 Space Use 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 Space Use 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 Space Use Permit or any of the rights granted to it hereunder or sublet the Assigned Space 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 under **Paragraph 4** hereof, 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 Space Use 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 **Paragraph 4** of this Permit due and payable forthwith; or Authority may elect to terminate this Permit and resume possession of the Assigned Space, 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 Assigned Space 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 Space Use 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 Assigned Space, 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 Space Use Permit, Company shall deliver to Authority possession of the Assigned Space 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 Assigned Space, 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 Assigned Space after the termination of this Space Use 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 **Paragraph 4** of the Space Use Permit. Acceptance by Authority of any sums paid by Company after any such termination shall not constitute a renewal of this Space Use 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 Space Use 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 Assigned Space, by nationally recognized overnight courier service or by U.S. Mail to the address contained in **Paragraph 1** of 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 Executive Director, 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: Chief Executive Officer  
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 Space Use 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 Space Use 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 under **Paragraph 7** hereof, Company shall deposit such sum with Authority upon execution of this Space Use 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 Assigned Space 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 Space Use 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 Space Use 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 Space Use 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 Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space 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 Space Use 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 Space Use 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 Assigned Space or the Airport under the provisions of this Space Use Permit; (b) that in the construction of any improvements on, over or under the Assigned Space 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 Assigned Space 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 Assigned Space 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 Space Use 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 Space Use Permit and to re-enter and repossess said Assigned Space, and hold the same as if this Space Use 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 Space Use 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 Space Use 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 Space Use 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 Assigned Space 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 Assigned Space, 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 Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Assigned Space 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 Assigned Space 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 Assigned Space 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 Space Use 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 Space Use 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 Assigned Space, the rights granted under this Space Use Permit are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Space Use 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 Space Use Permit.

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

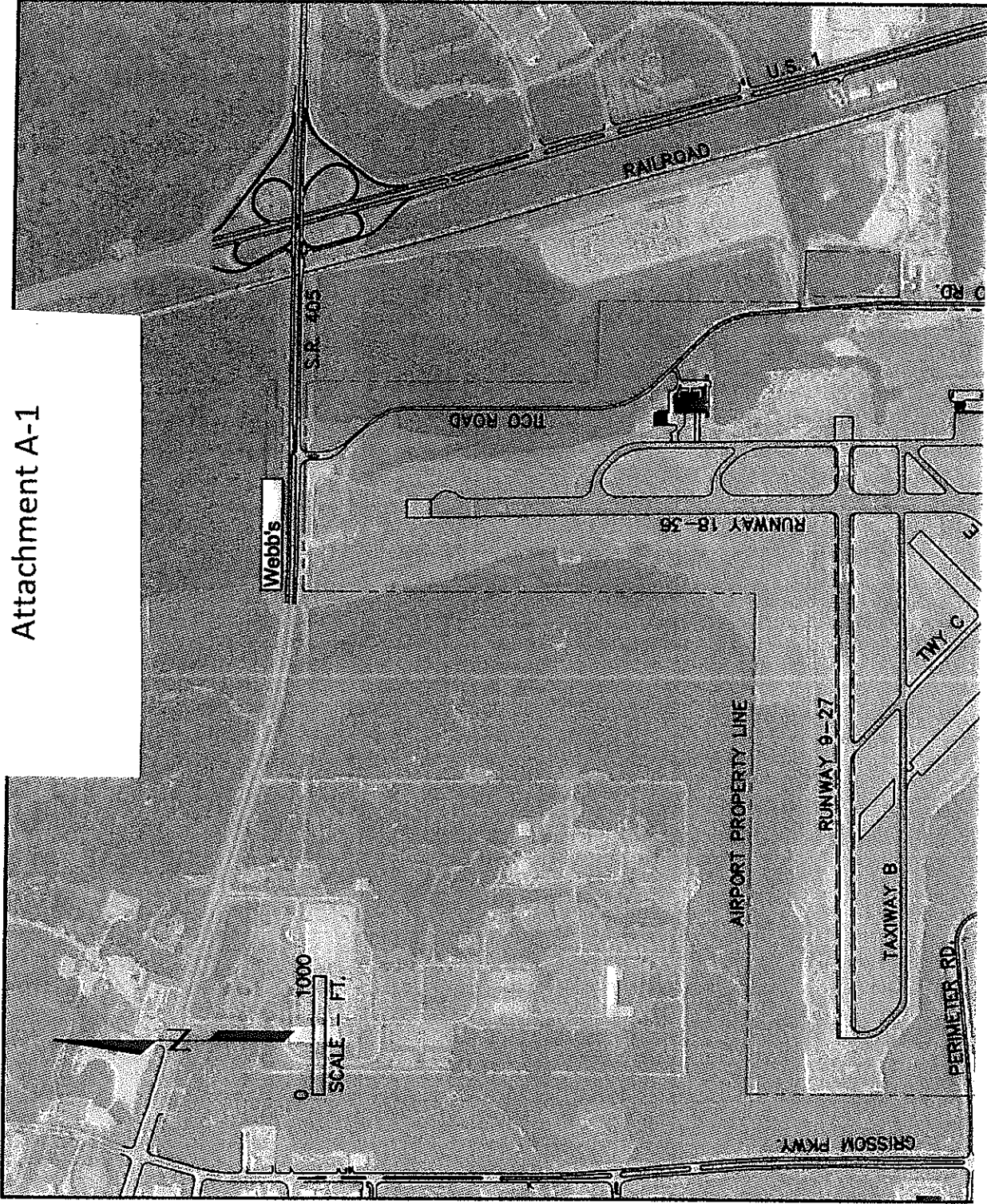
(10) As required by Florida law, Authority hereby includes the following notifications as part of this Permit:

**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

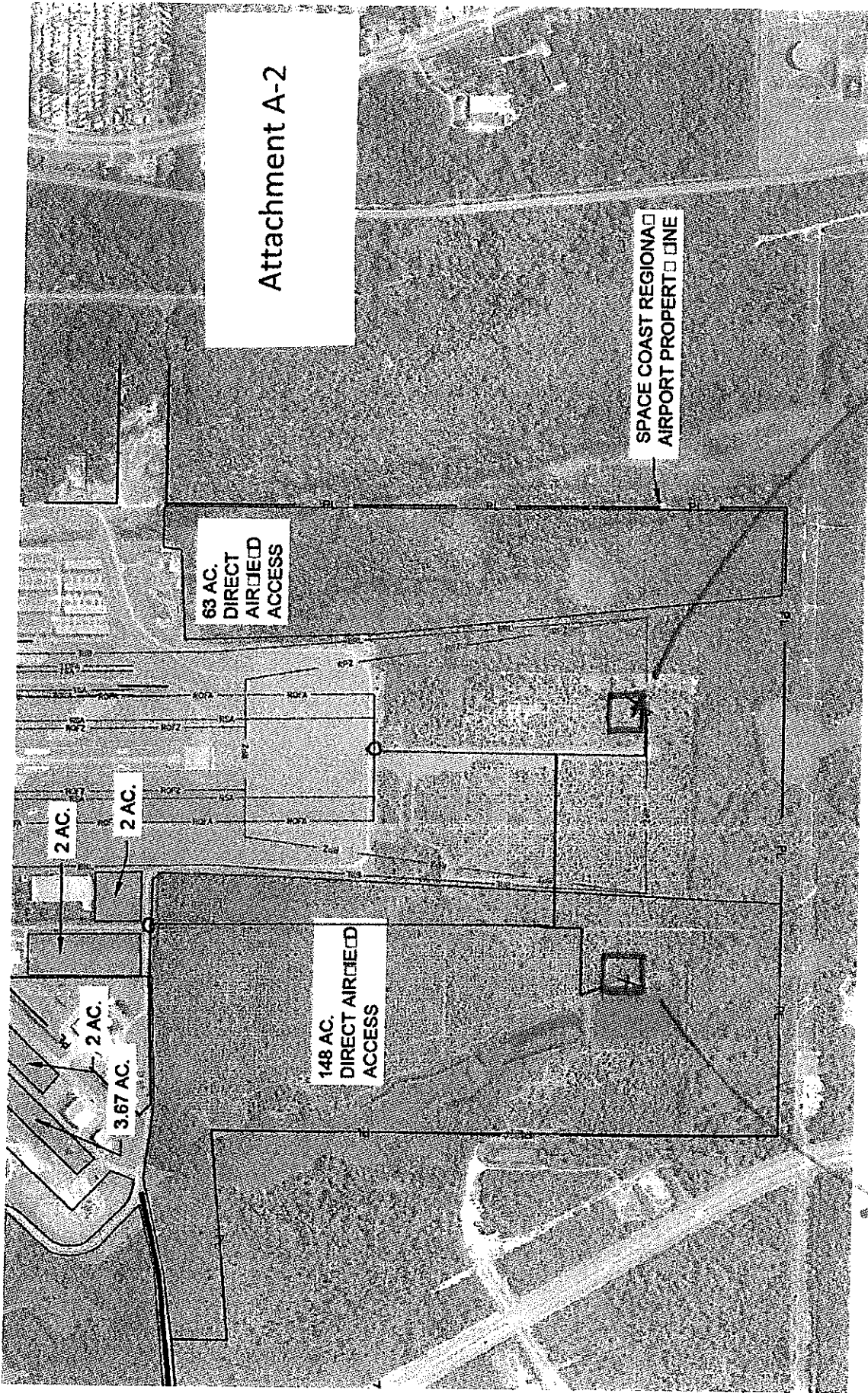
not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any 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 Space Use 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 Space Use Permit.



Attachment A-1





$$1 \text{ sq/ac} \times 2 = 43560 \times 2 = 87120 \text{ sq/ft.}$$

Center point of 1 acre square located at:

28° 29' 50" N x 80° 48' 4" W  
Elevation 30 ft

Center point of 1 acre square located at:

28° 29' 50" N x 80° 47' 44" W  
Elevation 30 ft



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

---

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: [admins@fairport.com](mailto:admins@fairport.com)

**MEMORANDUM**

TO: Members of the Airport Authority

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

DATE: December 21, 2017

**ITEM DESCRIPTION - NEW BUSINESS ITEM B**

Discussion and Consideration of a New Legal Services Contract for TCAA

**BACKGROUND**

Mr. Bird has very recently left GrayRobinson to start his own firm, WhiteBird, with a partner

**ISSUES**

Mr. Bird has been our attorney through GrayRobinson since they came onboard December 2017.

**ALTERNATIVES**

The Board could make a selection from the submittals, or delay the decision and ask that all firms come to the next Board Meeting to conduct a presentation to the Board, or the Board could decide on a short list, then have the few selected meet the Board at a subsequent meeting and make a presentation of their qualifications.

**FISCAL IMPACT**

The Agreement would be the same as the previous Agreement with GrayRobinson - \$215 hourly attorney, \$100 hourly paralegal with a five year term and two one year options.

**RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) approve the new Legal Services Agreement with Mr. Bird and his new Firm WhiteBird, and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.



GRAY ROBINSON  
ATTORNEYS AT LAW

1795 WEST NASA BLVD.  
POST OFFICE BOX 1870 (32902-1870)  
MELBOURNE, FLORIDA 32901  
TEL 321-727-8100  
FAX 321-984-4122

BOCA RATON  
FORT LAUDERDALE  
FORT MYERS  
GAINESVILLE  
JACKSONVILLE  
KEY WEST  
LAKE LAND  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA  
WASHINGTON, DC  
WEST PALM BEACH

321-727-8100

ADAM.BIRD@GRAY-ROBINSON.COM

December 19, 2019

Titusville-Cocoa Airport Authority  
c/o Mr. Michael Powell, CEO  
355 Golden Knights Blvd.  
Titusville, FL 32780

Re: General Representation  
Client Number: 312613 – All Matters

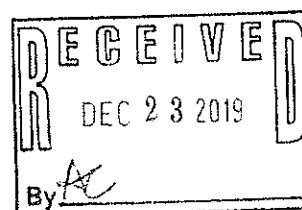
Dear Michael:

As you may know, Adam M. Bird has resigned his position as Shareholder with GrayRobinson, P.A., effective December 31, 2019.

During the course of Mr. Bird's association with GrayRobinson, he has represented the Authority in the above-referenced matter(s). To assure that the Authority's interests continue to be properly represented, the rules regulating Florida attorneys encourage us to determine whether the Authority wants Mr. Bird to continue in his new capacity at WhiteBird to represent it, GrayRobinson, P.A. to continue to represent it or prefer another law firm to represent it. Please indicate your choice by selecting the appropriate box, sign where indicated and send your response via email or U.S. Mail to the attention of [abird@whitebirdlaw.com](mailto:abird@whitebirdlaw.com) and [michelle.deering@gray-robinson.com](mailto:michelle.deering@gray-robinson.com).

Irrespective of your choice, please understand you remain responsible for any applicable fees and costs incurred through December 31, 2019. Fees and/or costs may be deducted from any trust or suspense funds held by the Firm.

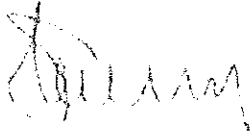
Sincerely yours,



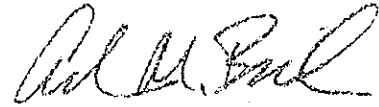
Titusville-Cocoa Airport Authority (312613 - All Matters)

December 19, 2019

Page 2



GR REPRESENTATIVE



DEPARTING ATTORNEY

☐ I desire that GrayRobinson, P.A. continue to represent me and keep my files, including all electronic data.

☐ I desire that DEPARTING ATTORNEY represent me and instruct the Firm to transfer MY or MY BUSINESS files, including all electronic data, be forwarded to:

Adam M. Bird, Esq.  
WhiteBird, Attorneys at Law  
730 E. Strawbridge Avenue  
Suite 209  
Melbourne, FL 32901  
[abird@whitebirdlaw.com](mailto:abird@whitebirdlaw.com)  
321-306-8221

☐ I desire that the attorney listed below represent me and instruct the Firm to transfer MY or ENTITY files, including all electronic data be forwarded to:

Attorney Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_



p. 321.327.5580 | f. 321.327.5655  
730 E. Strawbridge Avenue, Suite 209  
Melbourne, FL 32901  
whitebirdlaw.com

January 3, 2020

VIA EMAIL ONLY

Titusville-Cocoa Airport Authority  
Michael Powell, CEO  
[mpowell@flairport.com](mailto:mpowell@flairport.com)

Re: Titusville-Cocoa Airport Authority – Temporary General Representation  
**Engagement Letter**

Dear Michael:

Thank you for the trust and confidence you are placing in us by allowing us to represent your organization in the above matter, and we look forward to working with you. As we've discussed, a formal contract for us to represent the Titusville-Cocoa Airport Authority will have to be voted on and approved by the TCAA Board. In the meantime, to avoid disruption in representation and service, you have indicated that you wish to exercise your authority as Chief Executive Officer in the best interest of the TCAA to procure our legal services on a temporary basis until the next TCAA Board meeting. It is understood by us that our representation under this Engagement Letter is temporary pending the Board's decision.

The purpose of this engagement letter is to provide a clear understanding of the firm's policies, procedures and the terms of our representation. If you have any questions about this engagement letter, please let us know before you sign so that you are signing with full knowledge of the terms of our relationship.

Our engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. Additionally, our representation under this engagement letter shall cover all matters in which you request our assistance (unless otherwise specified), but a separate engagement letter may be necessary for specific additional matter(s).

In consideration of our firm's undertaking this representation, we have agreed that you will pay us a fee for these services that will equal our time devoted to this file multiplied by our usual hourly rates. My time is presently billed at \$215.00 per hour to the City of Melbourne Airport Authority. We reserve the right to utilize other members of the firm whenever, in our discretion, we deem it appropriate to best serve you and/or to mitigate expense to you. Moreover, to avoid confusion, please be aware that all time expended on your matter(s) is time that we cannot devote to our other clients and will be billed to you accordingly.

For this matter we have determined no fee or cost retainer will be required. In addition to our legal fees, you will be responsible for court costs, filing fees, and our out-of-pocket costs, if any. Please be aware that failure to pay invoices when due may result in termination of our representation.

Titusville-Cocoa Airport Authority  
January 3, 2020  
Page 2

Of course, we encourage you at all times to maintain open communication with us regarding the handling of your case and the payment of invoices related thereto, and we will do what we can to work with you on those issues.

If the terms outlined in this letter are acceptable to you, please sign and return it to us and make arrangements to pay the retainer specified above. Our representation commences upon our receipt of a signed copy of this letter and receipt of the retainer. If you have any questions on this or other matters, please do not hesitate to contact us. Again, we very much look forward to representing you in this matter.

Very truly yours,

*/s/ Adam M. Bird*

Adam M. Bird, Esq.  
[abird@whitebirdlaw.com](mailto:abird@whitebirdlaw.com)


\*\*\*\*\*

**ACCEPTANCE:**

The terms of this representation are accepted this 3<sup>rd</sup> day of January, 2020.

**TITUSVILLE-COCOA AIRPORT AUTHORITY**

By:

  
**MICHAEL D. POWELL, C.M., ACE**  
**CEO**

## **GENERAL COUNSEL - LEGAL SERVICES**

THIS GENERAL COUNSEL – LEGAL SERVICES CONTRACT ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, a dependent special district and special tax district located in Brevard County, Florida having an office and place of business at Space Coast Regional Airport, 355 Golden Knights Blvd., Titusville, Florida 32780 ("Authority"), and Adam M. Bird, Esq. and the law firm of Aequalis Socii, LLC d/b/a WhiteBird, 730 E. Strawbridge Ave., Ste. 209, Melbourne, Florida 32901 ("WhiteBird").

### **WITNESSETH THAT**

WHEREAS, Authority is authorized to enter into a non-exclusive contract with a firm for providing General Counsel legal services ("Legal Services"); and

WHEREAS, WhiteBird warrants to Authority that it is qualified to conduct the legal services and meet the obligations hereinafter stated; and

WHEREAS, Adam M. Bird, Esq. warrants that the representations made by him in his 2018 Response to Request for Qualifications ("Response") in response to Authority's request are still valid, accurate, and binding upon it;

WHEREAS, WhiteBird is willing to provide all of the work as directed by Authority that corresponds to the scope of services as described in Authority's 2018 Request for Qualifications ("RFQ") for General Counsel Legal Services ("Scope of Services"); and

WHEREAS, the Authority, after appropriate and valid vote of approval by its governing board, wishes to enter into a contract with Adam M. Bird, Esq. and WhiteBird to provide the General Counsel legal services as described in the Authority's RFQ.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

### **ARTICLE 1**

#### **RECITALS**

The recitals set forth above are true and correct and are a material part hereof.

## **ARTICLE 2**

### **WHITEBIRD'S OBLIGATIONS**

WhiteBird shall furnish to the Authority all professional and Legal Services, including, personnel, management, materials, and related items, and shall perform all operations necessary to satisfactorily carry out the services as specified in the RFQ and further defined in the Scope of Services.

## **ARTICLE 3**

### **WHITEBIRD'S REPRESENTATIONS AND STAFFING**

WhiteBird hereby represents and warrants that it, its partners, its associates and/or its employees have all necessary licenses to perform the Legal Services as set forth herein, and are qualified to perform said Legal Services.

WhiteBird's primary point of contact for daily operations of the services under this Contract is Adam M. Bird, Esq. WhiteBird may appoint other individuals upon written notice to Authority.

WhiteBird shall provide all professional, technical, managerial, administrative, and other services as required to perform its responsibilities under the RFQ.

The services of WhiteBird shall be comprehensive and complete, with the assigned responsibility for overall management, coordination, cost control and schedule control for the performance of WhiteBird's work pursuant to the RFQ.

## **ARTICLE 4**

### **CONFIDENTIALITY AND RELATED MATTERS**

Regarding the ethics of the profession that will govern WhiteBird's representation, several points deserve emphasis. As a matter of professional responsibility, WhiteBird is required to preserve the confidences and secrets of its clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and its lawyer. WhiteBird can perform truly beneficial services for a client only if it is aware of all information that might be relevant to the representation. Consequently, WhiteBird trusts that its attorney-client relationship with the Authority will be

based on mutual confidence and unrestrained communication that will facilitate proper representation of the Authority. Additionally, since WhiteBird represents the Authority, its client relationship is with the Authority and not with the individual executives, directors or employees of the Authority. In this instance, WhiteBird's professional responsibilities are owed to the Authority, alone, and no conflict of interest will be asserted by the executives, directors or employees of the Authority because WhiteBird represents persons with respect to interests that are adverse to the individual persons or business organizations who have a relationship with the executives, directors or employees of the Authority.

## **ARTICLE 5**

### **CONTRACT DOCUMENTS**

This Contract shall consist of the Contract itself and any exhibits hereto, as incorporated herein, and shall not consist of any other documents unless said documents are in writing, signed by the parties and specifically identify themselves as a part of and/or modification to this Contract.

## **ARTICLE 6**

### **AUTHORITY'S OBLIGATIONS AND RESPONSIBILITIES**

Under this Contract, Authority, as the policy-making and authorizing organization, is primarily responsible for overall program direction and shall perform, implement, or initiate the actions in a timely manner to enable WhiteBird to meet its obligations under this Contract.

Authority designates Authority's Chief Executive Officer (CEO) as project manager with respect to WhiteBird's performance of the Contract and delivery of Legal Services and will be the primary point of contact for operational issues.

Authority also may appoint in writing additional designees, who shall have authority to transmit instructions to WhiteBird, receive information on behalf of Authority, and make initial determinations with regard to delivery of the Legal Services with respect to this Contract.

The designated person(s) shall not have the authority to modify this Contract without the express authorization and written direction from the Authority.

Authority shall furnish WhiteBird with all information, criteria, objectives, schedules, and standards that it has in its possession and which relate to the Legal Services.

Authority shall examine all studies, reports, and other documents prepared by WhiteBird and render decisions regarding such documents in a timely manner to prevent delay of the services.

## **ARTICLE 7**

### **TERM OF CONTRACT, TERMINATION FOR BREACH, FEE, AND PAYMENT**

The initial term of this Contract shall be for five (5) years, commencing on the Effective Date. After the expiration of the initial 5-year term of this Contract, Authority, in its sole discretion, shall have the option to extend this Contract for two (2) terms of one (1) year each.

In the event of a breach of any covenant or term herein by either party, the non-breaching party may provide written Notice of Default requiring the breach to be cured within sixty (60) days (or such longer period of time after such written notice as may be reasonably required to cure the same, provided that the breaching party commences to cure the same within said sixty (60) days and thereafter diligently prosecutes such cure). Upon the breaching party's failure to cure the breach within sixty (60) days of receipt of a Notice of Default, the non-breaching party may serve a subsequent Notice of Termination which will become effective upon receipt of said Notice as provided herein. In the event of termination by either party as provided herein, WhiteBird shall be compensated, as provided herein, for all services performed and costs incurred on behalf of Authority through the effective date of such written Notice of Termination and for all expenses directly attributable to termination.

The maximum hourly rate to be charged by WhiteBird pursuant to this Contract shall be Two Hundred Fifteen and 00/100 Dollars per hour (\$215.00/hr.) for all licensed WhiteBird attorneys performing the Legal Services where those attorneys' normal and customary hourly rates (not discounted) are equal to or exceed \$215.00. For licensed WhiteBird attorneys performing Legal Services for the Authority whose normal and customary hourly rates are less than \$215.00 per hour, those attorneys shall charge their normal and customary hourly rate to Authority. The hourly rate for each of WhiteBird's paralegal(s) assisting in the performance of Legal Services for the Authority shall be \$100.00 per hour.



Adam M. Bird, Esq., as Lead Attorney, shall be responsible for all WhiteBird invoicing and any questions relating to invoices shall be directed to him. Authority shall make full payment within thirty (30) days after receipt and acceptance by Authority of any WhiteBird invoice. Authority may request additional documentation of cost incurred so that proper payment can be derived. Authority may disallow and deduct any cost for which proper documentation is not provided after requested by Authority.

Notwithstanding the foregoing, the Authority's governing board may elect to terminate this Contract for any reason or for its convenience (without cause) by giving written notice to WhiteBird, including the effective date of termination which shall be at the Authority's sole discretion. In the event that WhiteBird terminates this Contract for any reason, in terminating this Contract, WhiteBird shall honor the provisions of Rule 4-1.16 of the Code of Professional Conduct of the Florida Bar.

In the event this Contract is terminated for any reason, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for WhiteBird under this Contract shall be made available to Authority.

## **ARTICLE 8**

### **ATTORNEY'S FEES**

In any action or proceeding between Authority and WhiteBird arising out of or related to this Contract or the transaction contemplated hereby, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorney's fees, at trial (including without limitation any fees and costs spent litigating the amount of and/or entitlement to fees and costs) and on appeal.

## **ARTICLE 9**

### **EXPENSES**

A. Travel Expense. Any travel by WhiteBird for which WhiteBird can or may seek reimbursement, whether in whole or in part, from Authority must be requested in writing and approved in advance by the Chief Executive Officer. All approved travel shall be invoiced using

the approved documentation and procedure set forth by the Authority. A copy of the actual receipt for payment authorization must accompany all reimbursable expenses.

B. Routine Expenses. Routine expenses such as phone calls, routine postage, computerized legal research, local travel expenses, word processing, local courier, facsimile transmissions, copies, scans, and clerical or secretarial services are overhead and will not be compensated separate and apart from the hourly compensation paid to WhiteBird attorneys.

C. Monthly Billing. Billing for services performed shall be on a monthly basis. Billable hours shall be measured in 6-minute increments. All bills shall denote what attorney conducted the work, a brief explanation of the type of work performed, the date on which the work was performed, and the amount of time expended in performing the work. Reimbursements of costs for such items as exhibits, transcripts and witness fees will be charged at cost to WhiteBird, if any, with no markup.

D. Sales Tax. WhiteBird recognizes that the Authority is exempt from payment of Florida state sales tax. WhiteBird agrees that WhiteBird is not exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by WhiteBird to suppliers for taxes on materials used to fulfill its contractual obligations with the Authority. WhiteBird shall not use the Authority's exemption number in securing such materials. WhiteBird shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Authority shall reimburse WhiteBird for sales tax paid on cost items passed through to the Authority, if any.

## **ARTICLE 10**

### **FINAL PAYMENT**

The acceptance by WhiteBird, its successors, or assigns, of any progress or final payment due pursuant to this Contract, shall constitute a full and complete release of Authority from any and all claims, demands, or causes of action whatsoever that WhiteBird, its successors, or assigns may have against Authority, pursuant hereto.

## **ARTICLE 11**

### **TIME FOR PERFORMANCE**

Time periods for performance hereunder may be extended, by written agreement signed by both parties, for either party in the event of any ongoing action extending beyond the Contract term(s).

## **ARTICLE 12**

### **APPLICABLE STATE LAW**

The rights, obligations, and remedies of the parties as specified under this Contract shall be interpreted and governed in all respects by the laws of the State of Florida. Venue for any litigation involving this contract shall be in any court of competent jurisdiction located in Brevard County, Florida.

## **ARTICLE 13**

### **SURVIVAL**

Should any provision of this Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

## **ARTICLE 14**

### **INDEPENDENT CONTRACTOR**

The provisions of this Contract are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties hereto. WhiteBird shall operate as an independent contractor and shall not be considered in any way to be acting as an employee of Authority.

## **ARTICLE 15**

### **NONDISCRIMINATION**

WhiteBird agrees to comply with all federal regulations including those pertaining to non-discrimination in hiring and employment practices.

## **ARTICLE 16**

### **ENTIRE CONTRACT**

This Contract, as described in Article 5, above, constitutes the entire agreement between the parties hereto. This Contract supersedes any and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, oral, or implied, with respect to the subject matter of this Contract. This Contract may not be modified or amended without the prior written consent of each party.

## **ARTICLE 17**

### **ASSIGNMENT**

Unless approved by Authority in writing, WhiteBird may not assign or transfer any right or obligation of this Contract in whole or in part. Unless approved by Authority in writing, any assignment or transfer of any obligation under this Contract shall be void, and shall not release WhiteBird from any liability or obligation under the Contract, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

## **ARTICLE 18**

### **NO THIRD-PARTY RIGHTS**

It is specifically agreed between WhiteBird and Authority that no provision of this Contract is intended to establish or authorize any private right of action by any person, entity, member of the public, or third party beneficiary not a signatory party to this Contract to enforce this Contract or otherwise bring or maintain any action arising out of its terms.

## **ARTICLE 19**

### **NOTICE**

Whenever in this Contract or by law it shall be required or permitted that notice or demand be given or served by either party to this Contract, such notice or demand shall be given or served in writing and sent to Parties at the addresses set forth as follows:

**If to** Adam M. Bird, Esq.  
**WhiteBird:** WhiteBird, P.A.  
730 E. Strawbridge Ave., Ste. 209  
Melbourne, FL 32901  
[abird@whitebirdlaw.com](mailto:abird@whitebirdlaw.com)

**If to** Mr. Michael D. Powell, C.M., ACE, CEO  
**Authority:** Titusville-Cocoa Airport Authority  
355 Golden Knights Blvd.  
Titusville, FL 32780  
[mpowell@flairport.com](mailto:mpowell@flairport.com)

All such notices shall be sent by certified or registered mail or by reputable overnight courier, and in such case, shall be effective as of the date of delivery or attempted date of delivery. Any such address may be changed from time to time by either party serving notice as above provided. It shall be the responsibility of each party to provide notice of any change in address as provided above, and the addresses above shall be deemed valid unless such notice has been provided.

***(Signature Page Follows)***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals the date and year first above written.

Signed, Sealed and Delivered  
in the presence of:

**AUTHORITY:**  
TITUSVILLE-COCOA AIRPORT AUTHORITY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Michael D. Powell, C.M., ACE  
CEO

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**WHITEBIRD:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Adam M. Bird, Esq.  
Partner

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

---

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: [admins@fairport.com](mailto:admins@fairport.com)

**MEMORANDUM**

TO: Members of the Airport Authority

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

DATE: January 16, 2020

**ITEM DESCRIPTION - NEW BUSINESS ITEM C**

Discussion and Consideration of a House Lease at 925 Singleton at X21

**BACKGROUND**

The tenant currently residing at 925 Singleton has expressed interest in remaining in the house.

**ISSUES**

This lease reflects an increase.

**ALTERNATIVES**

The Board could allow, not allow, or offer some modification to the terms of the lease.

**FISCAL IMPACT**

The monthly amount is \$925, or \$11,100 annually, plus any applicable taxes.

**RECOMMENDED ACTION**

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

## RESIDENTIAL LEASE AGREEMENT

**THIS RESIDENTIAL LEASE AGREEMENT** (the "Lease") made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY (hereinafter referred to as "Landlord"), and GORDON BARBER, (hereinafter referred to as "Tenant"), who covenant and agree to be bound as follows.

### **WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain residential real property being, lying and situated in Brevard County, Florida, such real property having a street address of **925 Singleton Ave. N, Titusville, FL 32726** (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant is desirous of leasing the Premises from Landlord for use as a residential dwelling on the terms and conditions as contained herein;

**NOW, THEREFORE**, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of one (1) year, such term commencing on January 1, 2020 (the "Commencement Date"), and ending at midnight on December 31, 2020 (the "Term") unless extended by written agreement signed by both Landlord and Tenant.

2. **RENT**. Tenant agrees to pay rent without any deduction or prior notice, as follows: The base rent shall be Nine Hundred Twenty-Five and 00/100 Dollars (\$925.00) per month commencing on the Commencement Date and an identical sum payable in advance on the 1<sup>st</sup> day of each month thereafter during the Term, together with any applicable sales and use taxes levied upon the use and occupancy of the Premises, at the address of Landlord hereinafter set forth or such place as Landlord may designate. Tenant shall make each month's rent payment directly to Landlord. If the monthly payment of rent is not received by Landlord by the 5<sup>th</sup> of each month that rent is due, then on the 6<sup>th</sup> day of each month that rent will be considered overdue and delinquent.

Additionally, Tenant shall be responsible for and shall pay to Landlord all ad valorem and/or other taxes assessed against the Premises and/or the real property on which it is situated. Furthermore, should the ad valorem taxes and/or sales tax due on any sums payable by Tenant under this Lease increase, Tenant shall be responsible for payment to Landlord of any such increases to ensure Tenant remains solely responsible for full payment of same.



3. **LATE CHARGE.** In the event that any payment of rent under paragraph 2, above, becomes overdue and delinquent, Tenant shall pay to Landlord, in addition to such rental payment(s) and/or other charges due hereunder, a "Late Fee" in the amount of One Hundred Dollars (\$100.00) for each overdue and delinquent monthly rent payment.

4. **OCCUPANCY.** The Premises shall be occupied only by Tenant and Tenant's immediate family for residential purposes only. The Premises may not be used for illegal, immoral or improper purposes or in any fashion that creates a nuisance, trespass or increases premiums related to insuring the Premises. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities, including the homeowners' association, affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **SECURITY.** Landlord waives the requirement for Tenant to provide a security for the full and faithful performance by Tenant of the terms of this Lease.

6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or any part hereof, or sub-let, or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. Any assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

7. **CONDITION OF PREMISES.** Tenant stipulates and represents that Tenant has examined the Premises and that they are at the time of this Lease in good order and repair, and in a safe, clean and tenantable condition.

8. **REPAIRS.** Tenant shall, at his sole cost and expense, take good care of the Premises, including without limitation the interior of all buildings and structures thereon (including all doors, glass and windows). Tenant shall also be responsible for all regular maintenance costs and the first \$50.00 for any and all repair costs related to any Landlord-owned appliances, systems and/or furniture on the Premises to include the heating and air conditioning (HVAC) system, plumbing fixtures, water system, septic system, refrigerator, range, stove, dishwasher, washer and dryer. Tenant shall repair at his sole cost and expense all damage or injury to the Premises and all personal property thereon resulting from the misuse or negligence of Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.

9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the Landlord. Any and all alterations, changes and/or improvements built, constructed or placed on the Premises by the Tenant shall, unless otherwise provided by written agreement

between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. Landlord shall not be obligated or otherwise responsible to reimburse Tenant for or contribute in any way to any alterations or improvements made on the Premises by Tenant.

10. **UTILITIES.** As and for additional rent under this Lease, Tenant agrees to pay for all utilities related to the Premises and/or Tenant's occupation thereof pursuant to this Lease, including without limitation all costs and expenses related to lights, gas, electrical current, heating/cooling, water, stormwater, solid waste disposal and sewers. Tenant shall also make reasonable provisions for and shall pay the cost of pest control and extermination service for the Premises.

11. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a single family dwelling. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any items of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. **MAINTENANCE AND REPAIR; RULES.** In addition to the above, Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal hereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, from any windows, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;



impairment, Landlord or Tenant shall have the right to terminate this Lease by giving notice to the other of the exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the Lease shall terminate on the date specified in the notice, (which shall be no less than fifteen (15) days and no more than thirty (30) days after the giving of such notice), as fully and completely as if such date were the date set forth in this Lease for the termination hereof. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate. In that event, rent shall be paid to Landlord upon Landlord's completion of sufficient repairs to permit Tenant to safely occupy the Premises.

- B. If the Premises shall be partially damaged or partially destroyed, without substantial impairment of Tenant's use, occupation and enjoyment of the Premises, the damages shall be repaired by and at the expense of Landlord (as long as the same were not caused in whole or in part by Tenant, Tenant's agents and/or Tenant's guests or invitees), but there shall be no abatement of rent or any other sum(s) payable by Tenant hereunder. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting in any way from such damage or the repair thereof.

16. **ABANDONMENT.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's sole option, obtain possession of the Premises in the manner provided by law and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's sole option and as agent for the Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's sole option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper, and Landlord is hereby relieved of all liability for doing so. BY SIGNING THIS LEASE, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

17. **FEES AND EXPENSES.** If Tenant shall default in the performance of any provision of this Lease, or if Landlord is required to take any action to enforce this Lease and/or to defend the validity and/or interpretation of this Lease, then the Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney fees, including without limitation all appellate costs and attorneys' fees and cost and attorneys' fees incurred in litigating entitlement to and/or amount of costs and

attorneys' fees to be awarded. Such fees and expenses shall be deemed to be additional rent due Landlord from Tenant hereunder.

18. **SUBORDINATION OF LEASE.** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such mortgage, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

19. **INDEMNIFICATION.** LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES. NOTHING IN THIS SECTION SHALL AFFECT, MODIFY, ABRIDGE OR IMPACT LANDLORD'S RIGHT TO CLAIM SOVEREIGN AND/OR GOVERNMENTAL IMMUNITY AS TO CAN CLAIM AND/OR CONTROVERSY, INCLUDING WITHOUT LIMITATION STATUTORY IMMUNITY SET FORTH IN SECTION 768.28, FLORIDA STATUTES.

20. **END OF TERM.** At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the Term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

21. **WAIVER OF TRIAL BY JURY.** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY

WAY CONNECTED WITH THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.

22. **QUIET ENJOYMENT.** Landlord agrees with Tenant that upon Tenant paying all sums due hereunder and performing of all of the terms, covenants and conditions of this Lease on Tenant's part to be performed, Tenant may peaceably quietly enjoy the Premises.

23. **LANDLORD'S RIGHT OF ACCESS.** Landlord shall have the right to enter and/or inspect the Premises: (1) at any time for the protection or preservation of the Premises; (2) after reasonable notice to Tenant at reasonable time(s) for the purposes of repairing the premises, with such reasonable notice being at least 12 hours prior to entry and such reasonable time(s) being between the hours of 7:30 a.m. and 8:00 p.m.; (3) to inspect the Premises or to exhibit it to potential future lessees, purchasers and/or other interest holders (a) with Tenant's consent, (b) in case of emergency, (c) when Tenant unreasonably holds consent, (d) if Tenant is absent from the Premises for a period of at least 15 days (unless Tenant is not in breach of the Lease and notifies Landlord of said 15-plus day absence), or (e) with no less than three (3) hours' notice to Tenant during the final three (3) months of the Term.

24. **HOLDING OVER -- DOUBLE RENT.** If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration of this Lease without Landlord's permission, Landlord may recover double the amount of the rent due from Tenant hereunder from Tenant as and for rent during any holdover period and/or fraction thereof.

25. **"AS IS."** Tenant has inspected the Premises and is familiar and satisfied with its present condition. The continued possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good and satisfactory condition at the time such possession was taken.

26. **NO WAIVER OF LEASE TERMS.** The failure of Landlord or Tenant to take any action against the other for violation of any of the terms of this Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by Landlord.

27. **INTERRUPTION OF SERVICE.** Interruption or failure of any services required to be furnished to Tenant by Landlord if due to causes beyond Landlord's control shall not entitle Tenant to any allowance or reduction of rent.

28. **NO ORAL AGREEMENTS, SUCCESSOR INTERESTS.** The agreements contained in this lease set forth the entire understanding of the Landlord and Tenant as to the subject matter hereof, shall be binding upon and shall inure to the benefit of the respective, heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or amended except by written agreement signed by Landlord and Tenant.

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

benefits upon the Premises or any improvements, Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Tenant shall furnish the original or a true copy of such agreement to Landlord.

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

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

Further, Tenant assures Landlord 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 he will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Tenant also assures Landlord that he will require his covered suborganizations to provide written assurances to the same effect and provide copies thereof to Landlord.

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

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

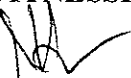


*(Signature Page Follows)*

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IN WITNESS WHEREOF, the parties have executed this Residential Lease Agreement as of the day and year first above written.


**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Justin Hopman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**TENANT:**

**GORDON BARBER**

  
\_\_\_\_\_  
(Signature)

Date: Dec 18-2019

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LANDLORD:**

**TITUSVILLE-COCOA AIRPORT AUTHORITY**

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

Approved as to Form and Legality this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_  
**GrayRobinson, P.A.**

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



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

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: [admins@flairport.com](mailto:admins@flairport.com)

#### MEMORANDUM

TO: Members of the Airport Authority

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

DATE: January 16, 2020

#### ITEM DESCRIPTION - NEW BUSINESS ITEM D

Discussion and Consideration of the Road Agreement Issue with KB Homes

#### BACKGROUND

There was a road agreement years ago with the previous developer of the property to the southwest of TIX and then with KB homes that took over the property. The summary of the agreement was the developer needed two means of ingress/ egress and at the time could not have about out onto Grissom. The agreement allowed the developer to construct a road up through Airport Authority property at their cost. It further stipulated that they had five years to complete the work and if the Authority needed to do it sooner, they would pay for the road. The five years came and went with not activity due to the economic downturn. The decision at the time by the Board was to not press the issue, since the Authority didn't have an immediate need for the road, in that location.

At the last meeting Mr. Bird provided an update that the issue was still hanging out there and wished to see what the Board wished to do. It was asked to bring it back for discussion at this meeting

Mr. Bird should have an update.

#### ISSUES

No new issues identified. One issue early on was if the road alignment was best for the Airport Authority.

#### ALTERNATIVES

The Board could let the case be dismissed or direct legal to reengage in the matter.

#### FISCAL IMPACT

There could be a question about the cost of the road (believed to be roughly 1.5 million at the time).

#### RECOMMENDED ACTION

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



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

---

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: [admins@flairport.com](mailto:admins@flairport.com)

**MEMORANDUM**

**TO:** Members of the Airport Authority

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

**DATE:** December 19, 2019

**ITEM DESCRIPTION - NEW BUSINESS ITEM E**

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

**BACKGROUND**

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

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

**ISSUES**

All projects are moving forward.

**ALTERNATIVES**

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

**FISCAL IMPACT**

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

**RECOMMENDED ACTION**

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

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

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

PROJECT: Environmental Mitigation  
Property Improvements

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

FROM CONTRACTOR:

Sterling Enterprises, L.L.C.  
PO Box 714  
Lake Helen FL 32746

VIA ENGINEER:

Michael Baker International, Inc.  
5200 Bellfort Rd., Suite 110  
Jacksonville, FL 32256

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract Information Sheet. AIA Document (G703) is attached.

1. ORIGINAL CONTRACT SUM	\$ 350,953.92
2. Net change by Change Orders	\$236,917.55
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 587,871.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on (G703))	\$ 535,156.47
5. RETAINAGE	
6. % of Completed Work	
7. (Cell U275 on (G703))	



8. Total in Column I of (G703)	\$
9. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 535,156.47
10. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 533,506.47
11. CURRENT PAYMENT DUE	\$ 1,650.00
12. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 9 Less Line 10)	\$ 52,725.00

CHARGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total charges approved in previous months by Owner	\$242,750.00	(\$5,812.45)
Total approved this Month	\$0.00	
TOTALS	\$242,750.00	(\$5,812.45)
NET CHARGES by Change Order		\$236,917.55

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Registrar.

CONTRACTOR: Sterling Enterprises, L.L.C.

By: [Signature] Date: 03/12/2019

Notary Public - State of Florida  
My Commission Expires 09/21/2022

## ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 1,650.00

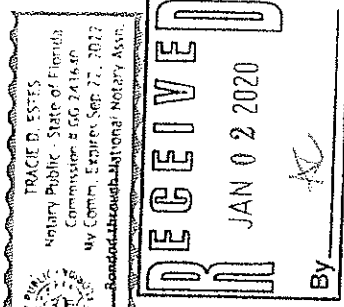
Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuing Sheet that are changed to conform with the amount certified.

By: [Signature] Date: 12/27/2019

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance of payment or acceptance of payment is without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-5920

1/2/20  
AIA WPM Pay App 18 Photo



CONTRACTOR'S CERTIFICATE FOR PAYMENT

AIA Document C902 Application and Certificate for Payment, containing Contractor's signed Certificate is attached.  
 All amounts below are stated to the nearest dollar.  
 The Contractor's written verification of the amounts stated herein may apply.

4/1/2021 12:01:11 Modified

APPLICATION: 10  
 APPLICATION DATE: 10/31/10  
 PERIOD TO: 10/31/10  
 OWNER PROJECT NO: Base Project No. 137445  
 CONTRACTOR PROJECT NO:

Item No	Bid Ref No	Description of Work	Total Unit Qty	U O M	Unit Cost	Scheduled Value	Invoices			Work Completed			Balance To Finish			Retainage	
							Units	Amount	Units	Amount	Units	Amount	%	Units	Amount		
SUB-TOTAL (Base Bid)																	
C01.1		Modularize	1.00	LS	24,450.00	24,450.00	1.000	24,450.00	0.00	1.000	24,450.00	100%	0.000	0.00	0.00		
C01.2		Construction layout & form As Bldg	1.00	LS	15,000.00	15,000.00	0.250	15,000.00	0.00	0.250	15,000.00	100%	0.750	0.00	0.00		
C01.3		Two 10' CMU Columns & Top Glides	1.00	LS	150,128.00	159,428.00	1.000	159,428.00	0.00	1.000	159,428.00	100%	0.000	0.00	0.00		
C01.4		Excavate & Turbidity Control	1.00	LS	13,950.00	13,950.00	0.000	13,950.00	0.00	1.000	13,950.00	100%	0.000	0.00	0.00		
C01.5		Install Electric Panel Control	1.00	LS	40,000.00	40,000.00	1.000	40,000.00	0.00	1.000	40,000.00	100%	0.000	0.00	0.00		
C01.6		Electrical Switches (2' Cuts)	895.00	EA	11.40	9,797.40	895.000	9,797.40	0.00	895.000	9,797.40	100%	0.000	0.00	0.00		
C01.7		Three 10'x10'x10' Manholes (2'x10'x10')	723.00	EA	30.24	21,863.52	723.000	21,863.52	0.00	723.000	21,863.52	100%	0.000	0.00	0.00		
C01.8		Manhole-to-manhole Bottom Control - Vt. 1	4.00	FEWEAT	3,800.00	15,200.00	0.00	15,200.00	0.00	0.000	15,200.00	100%	4.000	0.00	0.00		
C01.9		Manhole-to-manhole Bottom Control - Vt. 2	4.00	FEWEAT	3,800.00	15,200.00	0.00	15,200.00	0.00	0.000	15,200.00	100%	4.000	0.00	0.00		
C01.10		Design Specific Asset Photographs	5.00	EA	1,225.00	7,350.00	2.000	3,675.00	0.00	3.000	3,675.00	50%	4.000	2,675.00	0.00		
C01.11		Assessments (Airport Use Visual)	1.00	LS	20,000.00	20,000.00		20,000.00	0.00	0.000	20,000.00	100%	1.000	0.00	0.00		
SUB-TOTAL (Base Bid) =							\$ 310,943.92		\$ 343,488.92		\$ 343,488.92	95%		\$ 7,476.00	\$		
Change Orders																	
C01.1		Remove (about) Use Visual	1.00	LS	-20,000.00	-20,000.00	-1.000	-20,000.00							0.00	0.00	
C01.2		Modularize	13.00	WM	1,001.24	14,187.55	13.000	14,187.55							0.00	0.00	
C02.1		Modularize	1.00	LS	21,500.00	21,500.00	1.000	21,500.00							0.00	0.00	
C02.2		Control Cabinet & Term. As built Survey	1.00	LS	5,000.00	5,000.00	1.000	5,000.00							0.00	0.00	
C02.3		Install Turbidity Meter	1.00	LS	5,500.00	5,500.00	1.000	5,500.00							0.00	0.00	
C02.4		Undersized Exclusion	800.00	CY	66.50	53,200.00	800.000	53,200.00							0.00	0.00	
C02.5		Clear and Grub	1.00	AC	13,980.00	13,980.00	1.000	13,980.00							0.00	0.00	
C02.6		Trimming	3,000.00	SV	1.99	5,970.00	3,000.000	5,970.00							0.00	0.00	
C02.7		Shedding	3,000.00	SV	7.61	22,830.00	3,000.000	22,830.00							0.00	0.00	
C02.8		Major Electric Shop Cabinet Vt. 2	2.00	EA	4,250.00	8,500.00									0.00	0.00	
C02.9		Minor Electric Shop Cabinet Vt. 4	2.00	EA	4,250.00	8,500.00									0.00	0.00	
C02.10		Major Electric Shop Cabinet Vt. 5	2.00	EA	4,250.00	8,500.00									0.00	0.00	
C02.11		Minor Electric Shop Cabinet Vt. 6	4.00	EA	1,225.00	4,900.00									0.00	0.00	
C02.12		Install Shop Cabinet Vt. 7	9.00	EA	1,550.00	14,950.00									0.00	0.00	
C02.13		Install Shop Cabinet Vt. 8	1.00	LS	32,500.00	32,500.00									0.00	0.00	
C02.14		Install Shop Cabinet Vt. 9	200.00	EA	53.00	10,600.00									0.00	0.00	
SUB-TOTAL (Change Orders) =							226,517.55		180,817.55		1,650.00			191,667.55	48,900.00	0.00	
TOTALS =							Current Value \$ 587,881.47		\$ 533,596.47		\$ 1,650.00	91%		\$ 535,156.47	\$ 54,375.00	\$	

10/31/2019

Ryan Wilkins Mail - Estimate 4659 from OrlandoAerial.com



Sterling Enterprises <tracie@sterlingenterprisesllc.com>

## Estimate 4659 from OrlandoAerial.com

Christopher Weldon <orlandoaerial@gmail.com>

Thu, Oct 31, 2019 at 2:00 PM

To: Ryan Wilkins <ryan@sterlingenterprisesllc.com>, Sterling Enterprises <tracie@sterlingenterprisesllc.com>

Link to images: <https://cp.sync.com/dl/720112fc0#tg462z8p-xvg5if6x-4s69kfa2-g6ia9epk>

Chris



Christopher Weldon

Owner, Chief Pilot

OrlandoAerial, Inc.

1642 N. Volusia Ave.

Ste. 203

Orange City, FL 32763

(386) 873-0020 Office

Email: [OrlandoAerial@gmail.com](mailto:OrlandoAerial@gmail.com)

Web: <http://OrlandoAerial.com>



FAA Section 333 Exemption No. 12004



H.L. Pruitt Corp.

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

# INVOICE

INVOICE #:

50411

DATE:

January 2, 2020

RANGE:

Dec. 1 - Dec. 31, 2019

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

PROJECT: Airfield Lighting Rehab.

LOCATION: Space Coast Regional Airport

ATTN: Accounts Payable

CC: Nick Leone, Michael Baker International

			ITEM	AMOUNT
			<u>Draw Request #11</u>	
			Original Contract Amount: \$ 1,814,096.00	
			Change Orders: \$556,684.00	
			Revised Contract Amount: \$2,370,780.00	
			Amount Completed to Date - 86%: \$2,033,053.28	
			<u>Less Retainage @ 10%: (\$203,305.33)</u>	
			<u>Less Previous Requests: (\$1,568,689.10)</u>	
			Total Amount Due and Payable This Request	<b>\$261,058.85</b>

NOTES: Due upon receipt, unless otherwise noted.

For H.L. Pruitt Corp.

1/2/2020  
Date

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville-Cocoa Airport Authority PROJECT: Airfield Lighting Rehab - Space Coast Regional APO APPLICATION NO. ELEVEN Distribution to:  
 HLCPC JOB #: 504 APPLICATION DATE/ 12/2020 OWNER  
 PERIOD TO: 12/31/2019 ENGINEER  
 CONTRACTOR

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

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

HLCPC INV No.: 50411

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 1,814,096.00
2. Net change by Change Orders	\$ 556,684.00
3. CONTRACT SUM TO DATE	\$ 2,370,780.00
4. TOTAL COMPLETED & STORED TO DATE \$ (Column J on G703)	2,033,053.28

5. RETAINAGE	
a. 10% of Completed Work (Columns D + E on G703)	\$ 203,305.33
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 203,305.33

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	1,829,747.95
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,568,689.10
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8. CURRENT PAYMENT DUE	\$ 261,058.85
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9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 337,726.72
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	296,750.00	0.00
Total approved this Month	259,934.00	0.00
TOTALS	556,684.00	0.00
NET CHANGES by Change Order	556,684.00	

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

CONTRACTOR: H.L. Pruitt Corp.  
 By: [Signature] Date: 01/02/20

State of: Florida  
 County of: SEMINOLE  
 Subscribed and sworn to before me this 2nd day of January, 2020

Notary Public [Signature]  
 My Commission Expires: [Stamp: SCOTT PRIDE MY COMMISSION 0603 021802 EXPIRES December 28, 2023 Banded This Notary Public's Commission]

## 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 \$ 261,058.85  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: [Signature] Date: 1/2/2020

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.

[Signature] 1/2/20



INDEX	PAY ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE	BALANCE TO FINISH	Release 10%
1	01000	Modification	LS	1	200,000.00	200,000.00	1.00	200,000.00			1.00	100%		20,000.00
2	01030	Maintenance of Air Operations	LS	1	30,000.00	30,000.00	1.00	30,000.00			1.00	100%		3,000.00
3	02000	Construction Layout & As-Built Survey	LS	1	5,000.00	5,000.00	0.05	4,250.00			0.05	85%	750.00	425.00
4	5-140	Demo and Remove existing Security Fencing	LF	62	6.00	495.00	62.00	495.00			62.00	100%		49.50
5	5-140	Demo and Removal of Existing Vault	LS	1	45,000.00	45,000.00	0.00					0%	45,000.00	
6	013120	Pre-cast concrete vault building (40-inches)	LS	1	150,000.00	150,000.00	1.00	150,000.00			1.00	100%		15,000.00
7	5-162	Security Chain Link Fencing	LF	97	60.00	5,820.00	97.00	5,820.00			97.00	100%		582.00
8	5-162	Pedestrian Gate	EA	1	115.00	115.00	1.00	115.00			1.00	100%		11.50
9	1-004-5.1	Spalling	SY	1,000	3.00	3,000.00	0.00					0%	3,000.00	
10	1-107-5.1	Removal of existing KW Windzone structure & foundation	EA	3	1,100.00	3,300.00	3.00	3,300.00			3.00	100%		330.00
11	1-107-5.2	New L-807(L) LED Extremity lighted windcone system with a beam can in earth	EA	1	14,000.00	14,000.00	1.00	14,000.00			1.00	100%		1,400.00
12	1-107-5.3	New L-807(L) LED Extremity lighted windcone system with a beam can in earth	EA	2	8,000.00	16,000.00	2.00	16,000.00			2.00	100%		1,600.00
13	1-108-5.1	Hand in-cavable minimum 8" w x 20" deep trench minimum 8" wide x 20" deep in existing lot	LF	500	12.00	6,000.00	500.00	6,000.00			500.00	100%		600.00
14	1-108-5.2	strength pavement	LF	100	10.00	1,000.00	100.00	1,000.00			100.00	100%		100.00
15	1-108-5.3	3/4" x 20" ground rods connected to counterpoise	EA	10	120.00	1,200.00	9.00	1,080.00			9.00	90%	120.00	108.00
16	1-108-5.4	10' additional ground and sections	EA	10	90.00	900.00	9.00	810.00			9.00	90%	90.00	81.00
17	1-108-5.5	no earth side wires connected to counterpoise	LF	1,250	0.90	1,125.00	1,250.00	1,125.00			1,250.00	100%		112.50
18	1-108-5.6	over central system, not parallel to edge of pavement	LF	103,000	1.00	103,000.00	90,167.00	90,167.00			90,167.00	88%	12,833.00	9,016.70
19	1-108-5.7	50 5KV L-822 conductor installed in new & existing	LF	250	45.00	11,250.00	250.00	11,250.00			250.00	100%		1,125.00
20	1-108-5.8	12 Strand MM F/O Cable for ALXRS installed in new trench	LF	1,650	12.00	19,800.00	1,650.00	19,800.00			1,650.00	100%		1,980.00
21	1-109-5.8	350 KCMIL 24-HW conductor installed in new trench	LF	850	10.00	8,500.00	850.00	8,500.00			850.00	100%		850.00
22	1-109-5.1	Demolition of existing electrical systems in the existing Airfield Electrical Vault, complete	LS	1	18,000.00	18,000.00	0.00					0%	18,000.00	
23	1-109-5.2	Provide and install new electrical systems in the New Airfield Lighting Vault, complete	LS	1	150,000.00	150,000.00	1.00	150,000.00			1.00	100%		15,000.00
24	1-109-5.3	Provide and install new Airfield Lighting Control System, L-808(BB), complete	LS	1	160,000.00	160,000.00	0.70	126,000.00			0.70	70%	54,000.00	12,600.00
25	1-109-5.4	Provide and install new L-829 7.5 KW Ferronconcent	EA	2	15,000.00	30,000.00	2.00	30,000.00			2.00	100%		3,000.00
26	1-109-5.4	208V, 3-phase regulator with 120V control voltage, complete	EA	1	18,000.00	18,000.00	1.00	18,000.00			1.00	100%		1,800.00
27	1-109-5.4	Provide and install new L-829 15 KW Ferronconcent	EA	1	22,000.00	22,000.00	1.00	22,000.00			1.00	100%		2,200.00
28	1-109-5.4	208V, 3-phase regulator with 120V control voltage, complete	EA	1	23,000.00	23,000.00	1.00	23,000.00			1.00	100%		2,300.00
29	1-109-5.4	Provide and install new L-829 20 KW Ferronconcent	EA	1	28,000.00	28,000.00	1.00	28,000.00			1.00	100%		2,800.00
30	1-109-5.4	208V, 3-phase regulator with 120V control voltage, complete	EA	1	3,000.00	3,000.00	0.00					0%	3,000.00	
31	1-109-5.10	FPL Utility allowance account	ALL	1	2,347.89	2,347.89	1.17	2,347.89			1.17	117%		234.79
32	1-109-5.11	Provide and install new Airfield Standby Generator and Subbase Fuel Tank, complete	LS	1	245,000.00	245,000.00	0.15	36,750.00	0.85	208,250.00	1.00	100%		24,500.00

INDEX X	A PAY ITEM NO.	B DESCRIPTION	C UN	D QTY	E UNIT PRICE	F CONTRACT AMOUNT	G QTY FROM PREVIOUS PERIODS	H AMT FROM PREVIOUS PERIODS	I QTY THIS PERIOD	J AMOUNT REQUESTED THIS PERIOD	K QUANTITY COMPLETE & STORED TO DATE	L AMOUNT COMPLETE & STORED TO DATE	M PERCENT COMPLETED TO DATE %	N BALANCE TO FINISH	O Remaining 10%
33	L-110-5.1	One 2" sch. 40 PVC conduit direct buried in earth/new paved shoulder complete in place	LF	1,350	4.00	5,400.00	1,130.00	4,270.00	-	-	1,130.00	4,520.00	90%	480.00	452.00
34	L-110-5.2	One 2" sch. 40 PVC conduit installed in existing full strength pavement complete in place	LF	50	6.00	300.00	0.00	-	-	-	-	-	0%	300.00	-
35	L-110-5.3	One 2" HDPE conduit (directional bored 48" depth) beneath existing full strength and shoulder pavements, complete	LF	100	15.00	1,500.00	0.00	-	-	-	-	-	0%	1,500.00	-
36	L-110-5.4	One FAA 4" sch. 40 PVC concrete encased split duct in earth/new full strength pavement	LF	200	16.00	3,200.00	0.00	-	-	-	-	-	0%	3,200.00	-
37	L-110-5.5	Hand excavate and provide/finish one 3" SCH 40 PVC conduit direct buried in earth complete in place	LF	500	8.00	4,000.00	500.00	4,000.00	-	-	500.00	4,000.00	100%	-	400.00
38	L-110-5.6	Intercept existing conduit system and connect to new conduit system and extend circuit	EA	35	150.00	5,250.00	35.00	5,250.00	-	-	35.00	5,250.00	100%	-	525.00
39	L-110-5.7	Hand excavate and provide/finish one 2" SCH 40 PVC conduit direct buried in earth complete in place	LF	1,200	9.00	10,800.00	0.00	-	-	-	-	-	0%	10,800.00	-
40	L-115-5.1	New L-687 16" dia. Junction can installed in earth, complete	EA	1	300.00	300.00	1.00	300.00	-	-	1.00	300.00	100%	-	30.00
41	L-115-5.2	Install new L-687 1/2" cover and abandon existing L- 687 Junction can in place	EA	30	150.00	4,500.00	30.00	4,500.00	-	-	30.00	4,500.00	100%	-	450.00
42	L-115-5.3	Intercept existing light base can in earth/existing pavement and connect to conduit system	EA	5	350.00	1,750.00	10.00	3,500.00	-	-	10.00	3,500.00	200%	(1,750.00)	350.00
43	L-115-5.4	Removal of existing Junction can/light base can in earth Complete	EA	15	150.00	2,250.00	15.00	2,250.00	-	-	15.00	2,250.00	100%	-	225.00
44	L-115-5.5	Removal of existing Junction can/light base can in existing pavement, Complete	EA	2	200.00	400.00	0.00	-	-	-	-	-	0%	400.00	-
45	L-115-5.6	Install FPL provided put box, complete	EA	1	90.00	90.00	1.00	90.00	-	-	1.00	90.00	100%	-	9.00
46	L-115-5.7	New concrete manhole, 48" dia x 28" internal dimensions, with cover	EA	1	8,000.00	8,000.00	1.00	8,000.00	-	-	1.00	8,000.00	100%	-	800.00
47	L-115-5.8	Raise existing concrete manhole, complete	EA	1	7,000.00	7,000.00	1.00	7,000.00	-	-	1.00	7,000.00	100%	-	700.00
48	L-115-5.9	Core out existing concrete manhole and install conduit, complete	EA	10	200.00	2,000.00	10.00	2,000.00	-	-	10.00	2,000.00	100%	-	200.00
49	L-125-5.1	New L-582, Runway MRL, elevated edge light installed on existing base can	EA	61	700.00	42,700.00	61.00	42,700.00	-	-	61.00	42,700.00	100%	-	4,270.00
50	L-125-5.2	New L-550C, Runway MRL, flush edge light installed on existing base can	EA	25	720.00	18,250.00	25.00	18,250.00	-	-	25.00	18,250.00	100%	-	1,825.00
51	L-125-5.3	New L-682E, Runway MRL, elevated threshold light installed on existing base can	EA	13	1,700.00	22,100.00	13.00	22,100.00	-	-	13.00	22,100.00	100%	-	2,210.00
52	L-125-5.4	New L-581(L), Runway MRL, elevated edge light installed on existing base can	EA	48	750.00	36,000.00	48.00	36,000.00	-	-	48.00	36,000.00	100%	-	3,600.00
53	L-125-5.5	New L-581(EL), Runway MRL, elevated threshold light installed on existing base can	EA	17	800.00	13,600.00	17.00	13,600.00	-	-	17.00	13,600.00	100%	-	1,360.00
54	L-125-5.6	New L-652(D), Runway MRL, LED flush mount edge light installed on existing base can	EA	2	2,500.00	5,000.00	2.00	5,000.00	-	-	2.00	5,000.00	100%	-	500.00
55	L-125-5.7	New L-651 T(L), Taxiway MTL, elevated edge light installed on existing base can	EA	450	550.00	252,000.00	450.00	252,000.00	-	-	450.00	252,000.00	100%	-	25,200.00
56	L-125-5.8	New L-657(T), Taxiway MTL, flush mount edge light installed on existing base can	EA	2	1,300.00	2,600.00	2.00	2,600.00	-	-	2.00	2,600.00	100%	-	260.00
57	L-125-5.9	Intercept existing circuit conductors in existing base can/manhole/Junction can & extend circuits accordingly	EA	100	140.00	14,000.00	100.00	14,000.00	-	-	100.00	14,000.00	100%	-	1,400.00
58	L-125-5.10	Identification of cables, ductbanks, and lighting fixtures per FAA specifications	LS	1	2,000.00	2,000.00	1.00	2,000.00	-	-	1.00	2,000.00	100%	-	200.00
					1,914,000.00		0.00								
					SUBTOTAL										
					1,914,000.00										
					1,014,000.00										
					1,453,887.89										
					208,250.00										
					1,662,137.89										
					92%										
					151,950.11										
					166,213.79										
C01	L-109-5.4	Change Order Provide & install New L-520 7.5 KW Transformer, 208V, 3-step regulator with 120V control voltage, complete	EA	1	15,000.00	15,000.00	1.00	15,000.00	-	-	1.00	15,000.00	100%	-	1,500.00
C01	L-109-5.5	Provide & install New L-028 10 KW Transformer, 208V, 3-step regulator with 120V control voltage, complete	EA	1	18,000.00	18,000.00	1.00	18,000.00	-	-	1.00	18,000.00	100%	-	1,800.00

LINE NO	PAY ITEM NO	DESCRIPTION	UN	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY COMPLETE & STORED TO DATE	AMOUNT COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE	BALANCE TO FINISH	FINISH DATE
C01	L-109-5.6	Provide & install New L-225 15 KW Fluorescent 208V, 3-phase regulator with 120V control voltage, complete	EA	-1	22,000.00	(22,000.00)	(1.00)	(22,000.00)	-	-	(1.00)	(22,000.00)	100%	-	(2,200.00)
C01	L-109-5.7	Provide & install New L-225 15 KW Fluorescent 208V, 3-phase regulator with 120V control voltage, complete	EA	1	23,000.00	23,000.00	1.00	23,000.00	-	-	1.00	23,000.00	100%	-	2,300.00
C01	L-109-5.8	Provide & install New L-225 20 KW Fluorescent 208V, 3-phase regulator with 120V control voltage, complete	EA	-1	28,000.00	(28,000.00)	(1.00)	(28,000.00)	-	-	(1.00)	(28,000.00)	100%	-	(2,800.00)
C01	L-126-5.1	Remove Existing Signs & Concrete Bases	EA	79	400.00	31,600.00	79.00	31,600.00	-	-	79.00	31,600.00	100%	-	3,160.00
C01	L-126-5.2	LED 1 Module Sign complete on existing base	EA	1	1,000.00	1,000.00	1.00	1,000.00	-	-	1.00	1,000.00	100%	-	100.00
C01	L-126-5.3	LED 2 Module Sign complete on existing base	EA	21	2,200.00	46,200.00	21.00	46,200.00	-	-	21.00	46,200.00	100%	-	4,620.00
C01	L-126-5.4	LED 3 Module Sign complete on existing base	EA	20	3,000.00	60,000.00	20.00	60,000.00	-	-	20.00	60,000.00	100%	-	6,000.00
C01	L-126-5.5	LED 4 Module Sign complete on existing base	EA	27	3,800.00	102,600.00	27.00	102,600.00	-	-	27.00	102,600.00	100%	-	10,260.00
C01	L-126-5.6	LED 5 Module Sign complete on existing base	EA	1	4,700.00	4,700.00	1.00	4,700.00	-	-	1.00	4,700.00	100%	-	470.00
C01	L-126-5.7	LED 6 Module Sign complete on existing base	EA	10	3,500.00	35,000.00	10.00	35,000.00	-	-	10.00	35,000.00	100%	-	3,500.00
C01	L-126-5.8	LED 7 Module Sign complete on existing base	EA	1	1,650.00	1,650.00	0.00	-	-	-	-	-	0%	1,650.00	-
C01	L-126-5.9	LED 8 Module Sign complete on existing base	EA	1	1,800.00	1,800.00	0.00	-	-	-	-	-	0%	1,800.00	-
C01	L-126-5.10	LED 9 Module Sign complete on existing base	EA	1	2,000.00	2,000.00	1.00	2,000.00	-	-	1.00	2,000.00	100%	-	200.00
C01	L-126-5.11	LED 10 Module Sign complete on existing base	EA	1	2,200.00	2,200.00	0.00	-	-	-	-	-	0%	2,200.00	-
C01	L-126-5.12	LED 11 Module Sign complete on existing base	EA	1	2,000.00	2,000.00	0.00	-	-	-	-	-	0%	2,000.00	-
C01	C02-1	Add "outlet" mats at elevated light fixtures	EA	589	272.72	160,630.00	0.00	-	300.00	81,815.39	300.00	81,815.39	51%	78,815.49	6,181.54
C02	C02-2	Install new driveway and associated structures	LS	1	99,303.12	99,303.12	0.00	-	-	-	-	-	0%	99,303.12	-
Change Order Item Totals						535,604.00		285,100.00		81,815.39		370,915.39			37,091.54
TOTAL						2,372,780.00		1,742,987.89		290,065.39		2,013,953.28	86%	151,958.11	203,305.33

**DBE FORM 5**

**MONTHLY REPORT**

PAY APPLICATION #11

DATE January 2, 2020

NAME OF CONTRACTOR: H.L. Pruitt Corp.

TCAA CONTRACT NO: \_\_\_\_\_

CONTRACT: Airfield Lighting Rehab.

BASE BID AMOUNT: \$ 1,814,096.00

DBE GOALS % 10 \$ 237,780.00

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

TOTAL DBE CONTRACT \$ 400,978.00

NAME OF DBE SUBCONTRACTOR	ADDRESS	TYPE OF WORK	EARNED THIS MONTH	EARNED TO DATE
<u>Torres Electric Supply</u>	<u>3190 SE Dominica Terrace, Stuart, FL 34997</u>	<u>Electrical Material Supply</u>	\$ <u>116.63</u>	\$ <u>326,622.86</u>
<u>VA Paving</u>	<u>P.O. Box 1046, Cocoa, FL 32923</u>	<u>Earthwork and Paving</u>	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
SUBTOTAL ALL DBE.....			\$ _____	\$ <u>326,622.86</u>

DBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE 1 % 19 %

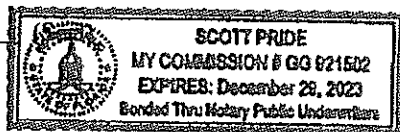
PERCENTAGE OF OVERALL CONTRACT COMPLETE..... 86 %

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

Signature: [Signature] Title: Project Manager

Sworn and subscribed before me, this 2nd day of January, 2020.

[Signature]  
NOTARY PUBLIC



NOTES:

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



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

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355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: [admins@flairport.com](mailto:admins@flairport.com)

**MEMORANDUM**

TO: Members of the Airport Authority

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

DATE: January 16, 2020

**ITEM DESCRIPTION - NEW BUSINESS ITEM F**

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

**BACKGROUND**

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

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

**ISSUES**

All projects are moving forward.

**ALTERNATIVES**

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

**FISCAL IMPACT**

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

**RECOMMENDED ACTION**

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



**AVCON, INC.**  
**Engineers & Planners**

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

## INVOICE

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

December 06, 2019  
Project No: 2019.0045.05  
Invoice No: 116905 PAY APP #4

Project 2019.0045.05 COI - PAPI Replacement Design & Bidding

**Need TO Number**

Via email to Ashley Campbell at [acampbell@flairport.com](mailto:acampbell@flairport.com)

**Professional Services from November 01, 2019 to November 30, 2019**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Fee	34,975.00	94.25	32,963.94	27,980.00	4,983.94
Total Fee	34,975.00		32,963.94	27,980.00	4,983.94
		Total			4,983.94
			Total this Invoice		\$4,983.94

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1/2/20

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*Handwritten signature*



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



**FAA AIP Project No.:**

**FDOT #:**

**FM 409457-2-94-01**

**Contract: G1715**

**TICO #:**

**AVCON #:**

**2019.0045.05**

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

Cc: Ashley Campbell, Manager of Finance & Grant Administration

Report Date: December 13, 2019

Reporting Period: November 01, 2019 through November 30, 2019

Accompanies Invoice: 116905

Pay Ap #4

Activity during Reporting Period:

- Completed the PAPI design and plans preparation
- Conducted Pre Bid Meeting November 6, 2019
- Opened bids on November 27, 2019

Upcoming Activities:

- Review bids and provide letter of recommendation to award.
- Obtain FDOT NTP
- Construction

Schedule:

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

Prepared By:

AVCON, Inc.

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

Robert K. Hambrecht, P.E.

Sr. Project Manager