

- b. Discussion and Consideration of an Amendment to the Lease for Building 51 at TIX
- c. Discussion and Consideration of Supplemental Staff Services by the General Consulting Firms
- d. Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects
- e. Discussion by Mr. Rob Hambrecht of Recent Invoiced Costs by AVCON and Contractors Regarding Current Projects

XI. INFORMATION SECTION:

a. Interim Airport Director

- Pending

Action Items:

Discussion Items:

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

b. Attorney Report

- Pending

c. Check Register & Budget to Actual

d. Project Reports

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

Mr. Justin Hopman, ACE
Interim Airport Director

Mr. John Craig
Acting Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on February 18, 2021 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. Jerry Sansom, Chairman; Mr. John Craig, Vice Chairman; Mr. Al Elebash, Secretary; Mr. Donn Mount, Treasurer; Mr. Al Voss; Mr. Roger Molitor; Mr. Mark Grainger; 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. Mr. Sansom asked Mr. Bird to swear in new board member, Mr. Mark Grainger. Following the swearing in, Mr. Grainger introduced himself and gave a brief history of his experience. Discussion continued.

Approval of the Agenda

Mr. Sansom asked if there were any proposed changes to the Agenda. Seeing none, Mr. Sansom called for a motion to approve the Agenda as presented. Mr. Craig made the motion. Mr. Elebash seconded. Mr. Sansom called the question. All voted aye. Motion passed.

Appearances – None**Presentations – None****Consent Agenda****Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:**

1. December 17, 2020 – Regular Meeting

Old Business – None**New Business****Item A – Discussion and Selection of a New Treasurer to the Airport Authority Board of Directors**

Mr. Sansom opened the floor for nominations. Mr. Elebash made a motion to nominate Mr. Mount as Treasurer. Mr. Voss seconded. Mr. Sansom stated that there were no other nominations on the floor and called for a vote. There were no objections. The motion passed.

Item B – Discussion and Approval of a Ground Lease at Space Coast Regional Airport

Mr. Powell gave an overview of the item, stating that there were two gentleman that wished to build a roughly 15,000 square foot hangar at Space Coast Regional Airport near the hangar that was going to be torn down on the West side of the airport. Mr. Powell stated it would be a simple ground rate with an annual fiscal impact of \$19,148.98. Discussion continued.

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

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

Mr. Powell gave an overview of the item, stating that Mr. Bird conducted an investigation into Chief Wooldridge's allegations and submitted his findings to the Board. Mr. Sansom turned the floor over to Mr. Bird.

Mr. Bird discussed the findings of his investigation, stating that he and Mr. Mount had spent an entire day interviewing employees. Mr. Bird explained that the complaint, or a portion thereof, was submitted to the board on the 14th of January via email. Mr. Bird noted that there was also a Board of Ethics complaint from Chief Wooldridge earlier, and there were excerpts of that complaint in the email that was sent on the 14th of January. Mr. Bird stated that there was a third email sent to the Board of County Commissioners, adding that in an effort to be thorough, he included all the emails. Mr. Bird stated that Mr. Sansom contacted him very quickly and directed him, on behalf of the Board, to conduct an investigation. Mr. Bird reiterated that he was counsel for the Board, so his job was to do the best that he could for the Board. Mr. Bird stated that the scope of his review largely focused around the legality of the allegations. Mr. Bird stated that the decision on whether management was doing its job was the Board's decision. Discussion continued.

Mr. Bird stated that he did initial phone interviews with the key players, and then on February 9th interviewed additional staff along with Mr. Mount, making sure that everyone had the opportunity to speak honestly. Mr. Bird stated that he was clear with everyone that his representation was of the Authority Board and not of Staff. Mr. Bird stated that he felt everyone was honest with himself and Mr. Mount. Mr. Bird stated that he also reviewed the policy manual. Discussion continued.

Mr. Sansom asked Mr. Mount if he had anything to add. Mr. Mount stated that he felt that his representation of the Board during the interviews would help the employees feel more comfortable. Mr. Mount stated that he felt Mr. Bird's letter addressed everything accurately to his recollection. Discussion continued amongst the Board.

Mr. Voss stated that he had made a list of things he was concerned about, and asked if the Board could discuss the list because he had to leave early. Mr. Voss briefly went over that list and concluded that he felt things had been lax, he was

concerned that the Board wasn't getting all of the information and he felt that things couldn't move forward with the current CEO. Mr. Voss also mentioned money that had been lost in a grant because paperwork wasn't filed properly. Mr. Sansom asked Mr. Voss to provide copies of the list to the Board, and stated that perhaps it could be scheduled as an agenda item at the next meeting. Discussion continued.

Mr. Sansom asked what the Board would like to do. Mr. Bird stated that there was no specific action recommended but he advised changing the format of meetings in the future, to include more financial reporting and information at a board level. Mr. Bird added that he felt revisions should be made to the policies for employees that feel like they couldn't go to the CEO or HR with a complaint, and that it would help to improve the things that led the Airport Authority down this path. Discussion continued.

Mr. Craig asked Mr. Bird which policy he used as a template for the investigation. Mr. Bird stated that there was no policy. Mr. Craig stated that the Board had asked for a whistleblower policy and it wasn't done. Mr. Craig asked Mr. Bird if he provided any guidance to Mr. Powell on what to do for the whistleblower. Mr. Bird stated that he told Mr. Powell that there could be no retaliation to the whistleblower, and stated that he also provided that information to Chief Wooldridge. Mr. Craig asked if this was one of the critical policies that would be brought to the Board. Mr. Bird stated that it was now, and should definitely be in the policy for clarity. Mr. Bird stated that Staff would also look at the County's policies regarding the matter. Discussion continued.

Mr. Mount asked Mr. Bird what guidance was needed to close this item out. Mr. Bird stated it would really depend on the Board of Ethics decision, which could have an impact. Discussion continued.

Mr. Sansom asked what the Board would like to do. Mr. Mount stated that he felt the genesis of the issue was the original 2019 action, but stuff had grown from that. Mr. Bird stated that in his opinion, and based on the interviews with the employees, the newer allegations were based on how things were handled, which boiled down to management issues rather than legal issues. Discussion continued.

Mr. Sansom recognized Brevard County Commissioner Rita Pritchett. Ms. Pritchett stated that she felt not being set up for a lawsuit didn't necessarily mean you couldn't get sued. Ms. Pritchett stated that she felt that there was definitely a management issue. Ms. Pritchett stated that she had great concerns that she had been told that the January Airport Authority meeting had been cancelled and that there was a Board consensus, but what she was now hearing from the Board was that there was no Board consensus. Ms. Pritchett stated that she was a proponent of Mr. Powell, but she wasn't sure if he was capable of doing this, and she wasn't sure if some of his staff was capable either. Ms. Pritchett stated that as an accountant, she cringed when she found out about the loss of the \$170,000 as a result of paperwork not being filed. Ms. Pritchett stated that she knew there were five upset

County Commissioners, and she felt that changes needed to be made. Ms. Pritchett told the Board it was their job to take care of the issue. Discussion continued.

Mr. Mount stated that he felt Mr. Powell needed to make a decision on the situation and asked him what he had decided to do. Mr. Powell then told the Board that he had contacted Mr. Sansom and submitted his sixty day notice of resignation. Mr. Powell stated that he had wanted to have another follow-up conversation with Mr. Sansom before sending the resignation to the Board. Mr. Powell stated that he was going to bring it up under the CEO report. Mr. Powell stated that he was made aware that the Airport Authority did not submit invoices for reimbursement on the design portion of the Airfield Lighting Project at Space Coast Regional Airport. Mr. Powell stated that once he found out, he did a write up on Ms. Campbell, and then he spoke with the FAA to see if there was anything possible that could be done, but after a long conversation the answer was no. Mr. Powell stated that Ms. Campbell had put in her resignation with a planned ninety day transition period so the Airport Authority didn't get into a bind. Mr. Powell stated that he felt everything that happened was his responsibility, and understanding that a lot of money was left on the table it was ultimately his fault, which was why he submitted his resignation.

Mr. Craig stated that although Mr. Powell submitted his resignation to Mr. Sansom, the Board would have to accept it as a whole. Mr. Sansom stated that he didn't accept on behalf of the Board. Mr. Grainger asked if Ms. Campbell's resignation was accepted by Mr. Powell. Mr. Powell stated that it was. Discussion continued.

Mr. Sansom brought the discussion back to the issue at hand and asked the Board what they wanted to do regarding the allegations. Mr. Mount stated that there were three members that had not read the report yet. Mr. Craig stated the Board could postpone it to discuss at the next meeting. Mr. Mount asked Mr. Bird if there was any action that was time sensitive that needed to happen today. Mr. Bird stated that there wasn't. Discussion continued.

Mr. Sansom recommended that the Board agree to continue discussion on this item at the next Board meeting. Mr. Bird stated that he didn't want to leave any of the issues that were causing angst amongst employees, whether right or wrong, hanging for thirty days. Mr. Bird stated that there was one employee who came into the focal point of most of the discussions, particularly with Facilities employees, and he and Mr. Mount had a certain feeling that some personnel action needed to be taken to rectify that situation. Mr. Mount asked Mr. Powell if he was going to take action. Mr. Powell stated that the situation would be taken care of on the following day. Discussion continued.

Mr. Craig asked Mr. Bird if there was anything the Board needed to take action on with the policies and procedures right now to ensure that the process would be smoother, because he felt the process broke down and the investigation was delayed. Mr. Bird stated that without the policy in place it really wouldn't have mattered if there had been a procedure in place that stated it had to be done within a certain period of time, because it would have been impossible given of the breadth

of the complaint. Mr. Bird stated that it still would have taken the same amount of time. Discussion continued.

Mr. Sansom stated that he wanted to make it clear that he did not communicate with any of the other Board members in giving Mr. Bird the directive to investigate, because he felt very confident that his directive as Chairman would have been supported by the Board.

There was a brief recess of the meeting to take care of a technical issue.

Once the meeting reconvened, Mr. Craig made a motion to postpone the item to the March 18th meeting for discussion and possible action. Mr. Voss seconded. Discussion continued.

Mr. Elebash stated that he would like to make sure the minutes of the meetings were posted the next day moving forward, rather than to wait for a month to see them. Ms. Kimberly Paschke stated that it would be difficult to get them finished the next day after a meeting. Mr. Sansom asked if they could be typed by the middle of the following week. Ms. Paschke stated that she could do that. Mr. Sansom stated that it wasn't a motion, but a request from the Board.

Mr. Sansom called the question on the motion to postpone the discussion of the allegations to the next meeting. There were no objections. Motion passed.

Item D – 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 3 in the amount of \$3,542.99 from Michael Baker International, which was for the Hangar 52 Demolition Project at Space Coast Regional Airport.

Mr. McDaniel presented Pay Request Number 3 in the amount of \$45,272.76 from Michael Baker International, which was for the design portion of the Runway 9-27 Rehabilitation Project at Space Coast Regional Airport.

Mr. McDaniel presented Pay Request Number 3-A in the amount of \$13,585.41 from Michael Baker International, which was for the VAC Apron (50/50) Project at Space Coast Regional Airport.

Mr. McDaniel presented Pay Request Number 3-B in the amount of \$6,771.21 from Michael Baker International, which was for the Taxi lane and Apron (80/20) Project at Space Coast Regional Airport.

Mr. McDaniel presented Pay Request Number 7 in the amount of \$106,967.12 and Pay Request Number 8 in the amount of \$147,082.50, both from V.A. Paving, Inc. and Pay Request Number 8 in the amount of \$14,902.90 from Michael Baker

International, which were for the South Apron & Runway 11/29 Rehabilitation Project at Merritt Island Airport.

Mr. Sansom called for a motion to approve the invoices. Mr. Mount made the motion. Mr. Craig seconded. Mr. Sansom called the question. There were no objections. Motion passed. Discussion continued.

Mr. Craig asked Mr. McDaniel if at one time he was helping to close out grants. Mr. McDaniel stated that he did help with close outs, but not reimbursements. Mr. McDaniel explained that he would create close out documents and would get them back to the Airport Authority. Mr. Craig asked if he could still do that under the current agreement. Mr. McDaniel said that he could. Discussion continued.

Mr. Voss left the meeting at 10:28 a.m.

Item E – 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 5 – Final in the amount of \$3,125.22 for AVCON, Inc., which was for the PAPI Replacement Project at Arthur Dunn Airpark.

Mr. Hambrecht presented Pay Request Number 5 – Final in the amount of \$2,429.20 for AVCON, Inc., which was for the PAPI Replacement Project at Merritt Island Airport.

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

Information Section

CEO Report

Mr. Powell reported that Staff was still working with multiple groups on potential expansion and relocation, along with several projects. Mr. Powell stated that there were several conversations going on with Space Florida and the Space Coast EDC.

Mr. Powell reiterated his statement regarding his resignation. Mr. Molitor made a motion to accept Mr. Powell's resignation. Mr. Craig seconded. Discussion continued.

Mr. Bird explained that Mr. Powell's resignation was not at the request of the Board, but was voluntary, so Mr. Powell was required to provide not less than a sixty day notice. Mr. Bird explained that it wasn't specifically defined in the policy as to what that meant, but as a continued employee under his contract he would

be obligated to have the same fiduciary responsibility to the Airport Authority. Mr. Bird stated that he felt it wouldn't be an issue with Mr. Powell, and he felt he would do his job to the best of his ability to include working on the transition. Mr. Bird also explained that he would be entitled to his usual compensation, and at the end of the sixty days, his employment would terminate and he would be entitled to his benefits.

Mr. Craig stated that he felt it was important for the Board to know how the transition would play out, and whether they would be able to find and hire someone during that time, or whether they needed to start Mr. Powell working with someone internal to at least share the responsibilities so there would be some continuity. Mr. Sansom stated that the Board would need to decide on a process, and that this could all be a part of that process. Mr. Sansom stated his intent was to appoint Mr. Craig as the chair of a committee to begin the process and develop that procedure, as well as to implement it. Discussion continued.

Mr. Elebash stated that he couldn't imagine getting anyone else hired in sixty days, so he asked if Mr. Powell would be willing to extend past the sixty days if needed. Mr. Powell stated that he would be willing to do that. Discussion continued.

Mr. Craig stated that in regards to the candidate search and hire procedure, he would come forth with a recommendation, which would include discussing pay and benefits. Mr. Craig stated that it would be listed out with a timeline that would identify rules and regulations, and he felt that everyone had an idea on things that would need to be changed. Mr. Craig stated that part of that timeline would include a canvas throughout the state and southeast. Mr. Craig stated that the Board could call a virtual or special meeting at any time. Discussion continued.

Mr. Sansom called the question on the motion to accept Mr. Powell's resignation. All voted aye. Motion passed.

Mr. Craig asked Mr. Powell where things were with the hangar inspections and if it was still on track to be presented in March. Mr. Powell stated that it was going a bit slow, but Staff would try to have it finished. Mr. Powell stated that Staff would definitely present results in March, but it may not be one-hundred percent. Mr. Craig asked Mr. Powell if he could inspect a couple of the hangars himself, in order to get his perspective. Mr. Powell stated that he could. Discussion continued.

Attorney Report

Mr. Bird reported that the Airport Authority had an online auction which yielded \$975.

Mr. Bird reported that the trial date for the Welsh case had to be reset. Mr. Bird stated that there hadn't been much action on that. Discussion continued.

Mr. Bird concluded his report. Mr. Bird left the meeting at 10:55 a.m.

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

Mr. Molitor discussed meeting cancellations. Mr. Sansom explained why the January cancellation was handled the way it was, but stated that they would not use that process again.

Mr. Grainger stated that he was happy to serving on the Board, and he wanted to say that in his ten years as a tenant of the Airport Authority, his relationship with Mr. Powell had been phenomenal. Mr. Grainger stated that his gut was telling him that previous Board members had been lacking in holding the feet to the fire, and he would like to see the Board contribute more moving forward and that meetings should be carried out differently. Mr. Grainger stated that he appreciated all of Mr. Powell's help.

Mr. Craig stated that at a previous meeting he had asked about tenant insurance policies and asked Mr. Powell if he could please bring that information to the Board in March. Discussion continued.

Mr. Mount asked about the board email addresses through the Airport Authority and stated that there was a lot of spam coming through. Mr. Powell gave a brief explanation. Discussion continued.

Mr. Sansom stated that he enjoyed working with Mr. Powell. Discussion continued.

Public & Tenants Report

Mr. Don White from the EAA at Merritt Island Airport, presented a graph which gave statistics on the most recent Young Eagles event. Mr. White stated that two-thirds of the kids were first timers. Mr. White stated that the next Young Eagles event would be held on April 24th.

Adjournment

Mr. Sansom adjourned the meeting at 11:09 a.m.

JERRY SANSOM, CHAIRMAN

AL ELEBASH, SECRETARY

TITUSVILLE – COCOA AIRPORT AUTHORITY

A Special Meeting of the Titusville - Cocoa Airport Authority was held on March 5, 2021 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. Jerry Sansom, Chairman; Mr. Al Elebash, Secretary; Mr. Donn Mount, Treasurer; Mr. Al Voss; Mr. Roger Molitor; Mr. Mark Grainger; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Mr. John Craig, Vice Chairman, was in attendance via Video Conference.

Call to Order

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

Approval of the Agenda

Mr. Sansom stated that he would like to add an item to the agenda, as a separate item before New Business. Mr. Sansom stated that he wanted to discuss a meeting he attending with the County Commissioners. Mr. Sansom asked if there were any other changes to the Agenda. Mr. Molitor stated that he had a list items he wanted to discuss. Mr. Sansom stated that the list would be added to the Agenda as Item B. Mr. Sansom called for a motion to approve the Agenda as amended. Mr. Molitor made the motion. Mr. Mount seconded. Mr. Sansom called the question. There were no objections. Motion passed.

New Business

Mr. Sansom stated that after the last Regular Board meeting he attended the County Commission meeting to inform the Commissioners of the direction that the Airport Authority was taking. Mr. Sansom stated that the Commissioners had considerable questions about Mr. Bird's report on the investigation, and that they felt that the Board hadn't done enough in regards to the employee that had been suspended previously. Mr. Sansom stated that Chair Rita Pritchett, who had been at the last Airport Authority meeting, stated that she didn't appreciate the treatment she and the other Airport Authority Board members had received by himself at the last meeting. Mr. Sansom stated that Chair Pritchett stated she had received several complaints to include people from the outside as well as some of the Airport Authority Board Members. Mr. Sansom stated that he was surprised that the Board members felt mistreated at the last meeting, but that Chair Pritchett had stated that she would like to see more changes than had already been proposed, so Mr. Sansom stated that as of that moment he was stepping down as the Chairman, and would serve out his term as a Board member. Discussion continued.

Mr. Molitor stated that he would like to nominate Mr. Craig to be Chairman. Mr. Bird stated that because Mr. Craig was in attendance via video conference, it would be best to wait until he was there in person, and nominate another Board member as acting Chair for the day. Mr. Molitor amended his motion to nominate Mr. Mount

as acting Chair for the day. Mr. Voss seconded. Mr. Sansom called the question. All voted aye. Motion passed. Mr. Mount took over as acting Chair.

Item A – Discussion of the Transition

Mr. Mount stated that since Mr. Craig was the committee chair for the transition, he would turn the floor over to him. Mr. Craig stated that hand-outs had been provided to the Board. Mr. Craig stated that he had put together a short report, and briefly went over the transition plan and timeline, pointing out that Mr. Powell's last day would be April 19, 2021. Mr. Craig stated that because of Sunshine Law, the transition would be a little lengthier due to the nature of the search for a new director. Discussion continued.

Mr. Craig stated that there would need to be a plan for continuity moving forward, and there were two different ways the Board could choose to go. Mr. Craig stated that the first way would be to hire someone internal as the Interim Director to handle the day to day, or the second way would be to hire from an outside agency. Mr. Craig stated that he believed Mr. Justin Hopman, currently the Manager of Operations and Facilities, had the capability of taking control of the Airport Authority, and that he had indicated his willingness to do so during the transition. Mr. Craig stated that Mr. Hopman's resume was included in the hand-outs. Mr. Craig stated that he had also included Ms. Kimberly Paschke's latest duties and responsibilities along with things that she did prior, so she had some capability of taking care of many of the day to day tasks going forward, along with help from the two consultants, Michael Baker and AVCON, for grant administration matters. Mr. Craig stated that the County Commissioners had offered utilization of County services to assist in financial matters, as well as assistance from Mr. Steve Borowski, who was the Manager at Grant-Valkaria Airport.

At 8:54 a.m. there was a technical issue and the meeting was recessed.

The meeting reconvened at 9:12 a.m.

Mr. Craig went over the search plan, stating that he had spoken with three separate hiring consultants and had received proposals from two. Mr. Craig stated that it may not be something the Board wanted to decide right now, but it was something to think about if the Airport Authority wanted to go with an outside group to assist in the search. Discussion continued.

Mr. Craig stated that if the Board chose to do the search internally, there were probably some community members in Brevard County that could assist the Airport Authority in processing applicants. Mr. Craig stated that this was a good opportunity for the Board to figure out what they were looking for in a director. Mr. Craig discussed a few more details of the recommended plan.

Mr. Craig stated that in order to keep the public and tenants in the loop, the Board would need to make sure they had a plan laid out so there was a trail to follow that people could understand, specifically in regards to the Sunshine Law.

Mr. Craig stated that Space Florida was still interested in continuing to look at Space Coast Regional Airport as a Spaceport and assisting with that, but they did have a timeline, which was around the middle of April. Mr. Craig stated that the Board needed to make sure that they kept their eye on all the things that were close to coming up for a vote.

Mr. Craig stated that Mr. Aaron McDaniel from Michael Baker International had put together a job description for the director, which was included in the hand-outs. Mr. Craig stated that he had discussed with several people in regards to the title, and there seemed to be a consensus that the title CEO was a little off-putting. Mr. Craig stated that there were suggestions that perhaps The Airport Authority could go back to using Executive Airport Director or something of that nature. Discussion continued amongst the Board.

Mr. Elebash asked if either of the proposed hiring consultants could assist with the job description and the salary range based on their knowledge. Mr. Craig stated that both firms were definitely capable of that. Discussion continued.

Mr. Craig stated that Mr. McDaniel had spoken with FDOT and FAA to see which grant reimbursables were still outstanding, and there was quite a bit of money that was still out there. Mr. Craig stated that many of them were closing out in the June 2021 timeframe. Mr. Craig turned the floor over to Mr. McDaniel. Mr. McDaniel stated that there had been a couple of requests made within the last two of weeks, but they had not been accepted yet. Mr. McDaniel stated that with FDOT there was \$713,000 that needed to be requested and \$150,000 from one FAA project and \$168,000 on the other FAA project that was the closed and was the one that the Airport Authority would not be able to get back.

Mr. Powell stated that the Airport Authority had just received a check for \$495,000 and that there was a long list of requirements that had to be put together for reimbursements. Mr. Powell stated that the last part of the process was for the Board to review the invoices for approval. Discussion continued.

Mr. McDaniel stated that it may be a good idea for the Board to not only see the invoices that were being paid, but also to see when the Airport Authority was getting those receivables back with some type of report. Mr. Mount stated that it would be a good idea if Mr. McDaniel had the ability to look at the Delphi system for FAA, since he already had access to the JACIP system for FDOT. Mr. McDaniel agreed that he could look at the reports only and report to the Board, but would not be able to draw any of the funds because it would be a conflict of interest. Discussion continued.

Mr. Mount stated that he felt the Airport Authority should give Mr. McDaniel access to FAA's Delphi System. Mr. Craig stated that he felt that the Board first needed to make a decision on how they were going to do the continuity of leadership. Mr. Craig stated that whoever the Board hired to be the director would

be the one responsible for hiring their employee for running the financial side of it. Discussion continued.

Mr. Molitor made a motion to appoint Mr. Hopman as the Interim Director. Mr. Voss seconded. Discussion continued.

Mr. Mount asked Mr. Hopman to speak to the Board. Mr. Hopman stated that he was willing to do whatever it took to provide continuity of leadership. Mr. Molitor discussed increasing Mr. Hopman's pay. Mr. Bird stated that there would be a question of whether or not they would have to re-classify Mr. Hopman to get him to the compensation range that matched what the Airport Authority thought it should be for the additional duties. Mr. Bird gave a brief explanation. Discussion continued amongst the Board.

Mr. Mount called the question. All voted aye. Motion passed unanimously.

Mr. Craig stated that the next step was to have the Board think about how the Airport Authority should proceed in searching for a director. Discussion continued.

Mr. Craig asked Mr. Powell about the Spaceport Business Plan that Space Florida was offering and needed business proposals by April 15th. Mr. Powell stated that Airport Authority Staff had already presented to Space Florida a Strategic Spaceport Business Plan, which was supposedly 100% funded. Mr. Powell stated that right at the point they were going to approve that, Space Florida made a determination that they couldn't support or fund a business plan, but they could fund a full-blown master plan, so Staff needed to re-submit for the master plan at 100% funding and April 15th was the deadline. Mr. Powell stated that Michael Baker was working on that and would submit it to Space Florida. Mr. McDaniel stated that it would be finished before the 1st of April. Discussion continued.

Item B – Discussion of a List by Mr. Roger Molitor

Mr. Molitor discussed his list, which was handed out to the Board. Mr. Molitor stated that he was a bit uneasy about the length of time the employees were staying after their resignations had been accepted. Mr. Molitor asked where things stood with the audit. Mr. Powell stated that he believed the audit firm was going to either present in March or April.

Mr. Molitor stated that one of the things he had trouble with was the financial reports, and asked if the audit firm to help set up a financial system that was easier to understand. Mr. Bird stated that his guess was that it wasn't part of the contract and he believed that there might also be a conflict of interest. Discussion continued.

Mr. Molitor asked Mr. Craig if he would be in person at the next meeting. Mr. Craig stated that he would not. Mr. Craig stated he could attend via video conference. Mr. Mount stated that normally, it would be the line of succession, so the next officer in line after the Vice Chairman would be the Treasurer. Mr. Grainger stated that he would not be in attendance.

Mr. Molitor stated that he would like to see if Staff could get the agenda to the Board a little sooner than it has been. Discussion continued.

Mr. Mount suggested the possibility of holding meetings every two weeks during the transition period. Mr. Sansom stated that he would have to attend the meetings via video conference. Mr. Bird stated that they may want to schedule all of the meetings ahead of time.

Mr. Mount stated that he could help out with the financial aspect of the transition.

Adjournment

Mr. Mount adjourned the meeting at 10:52 a.m.

JOHN CRAIG, VICE CHAIRMAN

AL ELEBASH, SECRETARY



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

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

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM A

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

BACKGROUND

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

ISSUES

To be discussed by Mr. Bird.

ALTERNATIVES

None identified at this time.

FISCAL IMPACT

None identified at this time.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) General Counsel recommends that the Board consider its options, discuss the Complaint and Mr. Bird's investigative findings, and (2) authorize an Authority Officer or the Interim Airport Director to execute the necessary documentation upon satisfactory review by legal counsel.



p. 321.327.5580 | f. 321.327.5655

730 E. Strawbridge Avenue, Suite 209
Melbourne, FL 32901
whitebirdlaw.com

February 16, 2021

VIA EMAIL

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

**Re: Investigation into Employee Complaint made January 14, 2021
LEGAL OPINION LETTER**

Dear Board Members:

On January 14, 2021, a formal complaint (the "Complaint") involving a number of employees of the Titusville-Cocoa Airport Authority ("TCAA") was sent via email by TCAA Fire Chief Terry Wooldridge to all TCAA Board members. As a result of an incorrect email address, I did not receive a copy of the emailed complaint when it was sent, but I was forwarded a copy of the complaint by TCAA Chairman Jerry Sansom on January 20, 2021 and directed to investigate the allegations in the Complaint on behalf of the TCAA Board of Directors to then bring my findings before the Board for discussion. This legal opinion letter is provided in compliance with that directive.

I. Investigative Process

For context, I believe it is important to be clear about the actions taken to investigate the Complaint. I began by reviewing the Complaint together with the documents attached thereto and prepared an outline of issues to be investigated. Given the length of time covered by the Complaint, the various issues included and the number of witnesses and potential witnesses implicated, it was clear that the investigation could not be completed within a short period of time. I also began reviewing the TCAA Policy Manual for applicable provisions (both as to the investigation and as to the allegations of the Complaint) and found it appropriate to speak with Chief Wooldridge first. I communicated with Chief Wooldridge via email to arrange a telephone interview and to request copies of all documents he wished for me to consider as part of the investigation. I received an email from Chief Wooldridge providing additional documents, and on January 28, 2021, I spoke with Chief Wooldridge about his Complaint via telephone for approximately an hour and fifteen minutes. I indicated to Chief Wooldridge at that time I would conduct an in-person interview with him in the future as well.

Next, I conducted a telephone interview with CEO Michael Powell ("CEO Powell") on February 1, 2021, for approximately an hour. I also conducted telephone interviews with TCAA

Manager of Finance & Grant Administration, Ashley Campbell (February 3, 2021 for approximately 2 hours), and TCAA Operations and Facilities Manager, Justin Hopman (February 4, 2021 for approximately 1 hour). In each instance, I informed the interviewee that I would be on-site at the TCAA Administrative Offices for an in-person interview in the near future and also indicated to each that if he/she had any additional information or documents for me to consider, I would be happy to receive them. It was extremely important to the investigation that each person, and particularly the complainant and the accused, felt as though he/she gave me all necessary facts and documentation.

On February 3, 2021, I emailed CEO Powell to request that he set up in-person interviews all day on February 9, 2021 for the following individuals: Chief Wooldridge, Ms. Campbell, Mr. Hopman, TCAA Administrative Manager Kim Paschke, TCAA Facilities employees James Brooks, Bob Lavier, Josh Millen, David Webb, Chris Herlocker and Steven Hinkel, and CEO Powell. Mr. Powell arranged and scheduled my requested interviews, and I was at Space Coast Regional Airport from 7:50 a.m. until approximately 6:30 p.m. on February 9, 2021. Board Member Donn Mount also attended the interviews on that date at his own request.

In addition to the above, I requested, received and reviewed documentation from CEO Powell relevant to the allegations of the Complaint, conducted telephone interviews with former TCAA Facilities Manager Mike Wimberly (February 12, 2021) and current TCAA Engineer Aaron McDaniel (February 15, 2021), and continued legal research as to both the TCAA Policy Manual and state and federal law that does or may apply to the employment-related allegations in the Complaint.

I am confident at this point that I have gathered all relevant information and have provided each of the above individuals the opportunity to supply me with whatever documentation and information he/she wishes for me to include in my investigation. I therefore believe it is appropriate at this point to provide my opinion.

II. Investigative Findings and Analysis

Although the factual underpinnings of each of the claims in Chief Wooldridge's Complaint are different, in an effort to be concise, I believe some can be grouped into more general categories for analysis.

A. Misrepresentations in Hiring Process

A number of the claims in the Complaint stem from the hiring processes through which TCAA Facilities employee, James Brooks ("Mr. Brooks"), was hired for an entry-level Technician I ("Tech I") position and subsequently re-interview and hired to the higher-paid position of Technician II/Mechanic ("Tech II"). More specifically, the Complaint generally includes the following allegations:

- Mr. Brooks misrepresented himself in his initial application to TCAA in September 2018 for a Tech I position by failing to disclose past traffic infractions and failing to disclose prior arrests; and
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- In February and March of 2019, Mr. Brooks misrepresented his experience while applying for the Tech II position by claiming to be an ASE-certified mechanic.

Through interviews with witnesses, the following first-hand facts were obtained:

- In late September 2018, Mr. Brooks submitted an application (provided herewith) for the Tech I position at TCAA, including a September 25, 2018 email (provided herewith) to TCAA in which he answered "yes" to meeting all identified qualifications, including having a "clean driving record."
- The Tech I position for which Mr. Brooks applied was posted publicly in the usual fashion by TCAA to solicit applications. Ms. Ashley Campbell ("Ms. Campbell") received the applications, as is customary, and passed them along to CEO Powell and the then-current Facilities Director, Richard Jones ("Mr. Jones"). Apart from Mr. Brooks' application, there were a number of other applicants who submitted applications. In order to keep the process fair, the names were removed from the applications, and four (4) applicants were selected for in-person interviews. Apart from Mr. Brooks, one of the 4 selected interviewees was the son of a then-current TCAA employee.
- Interviews were conducted the first week of October 2018. All four candidates were interviewed, and for TCAA, Ms. Campbell, CEO Powell and Mr. Jones attended the interviews, each asking questions of the interviewees and Ms. Campbell taking down notes on the responses and candidates. Ms. Campbell prepared a note sheet from the interview with Mr. Brooks (provided herewith) dated October 2, 2018 in which she indicated that Mr. Brooks has a "Clean Driving Record."
- Ms. Campbell, CEO Powell and Mr. Jones then discussed the candidates, but the decision on which candidate to hire was made between CEO Powell and Mr. Jones. Ms. Campbell was not a part of the ultimate decision to hire Mr. Brooks as a Tech I.
- A background review of Mr. Brooks' public records in Brevard County reveals that Mr. Brooks:
 - (a) was arrested in June of 2008 for allegedly pushing his sister backwards over a table during an argument. He was charged with a first-degree misdemeanor, which was later dropped/abandoned as a result of pre-trial diversion;
 - (b) was arrested in May of 2013 for allegedly grabbing a minor by her sleeve and spinning her around to demand that she tell him about crayon markings on his car. After initially being charged with felony child abuse, criminal mischief of \$200 or less and failure to appear for arraignment, Mr. Brooks' charges were reduced to first-degree misdemeanor battery, second-degree misdemeanor criminal mischief of \$200 or less and failure to appear. Adjudication was withheld on the first two charges, and the failure to appear was dismissed.

- (c) paid a fine or civil penalty for failure to obey a traffic control device and having an expired registration (9/2000), speeding (6 to 9 mph over) (4/2001), speeding (6 to 9 mph over) (12/2001), speeding (6 to 9 mph over) (8/2003), speeding (6 to 9 mph over) (10/2004), expired registration (12/2004), failure to yield at alley or driveway (7/2006), safety belt violation (2/2011), and unlawful speed on 4-lane divided highway (10 to 14 mph over) (5/2012).
 - Witness statements on background checks for TCAA applicants were not particularly clear or consistent, but it does appear that when the pool of applicants (except for at-risk positions, like EMTs) is whittled down, particularly to the interviewees, Ms. Campbell typically performs some degree of public search (social media, Brevard County Clerk's records, etc.) to see about applicant backgrounds and, further, obtains and contacts references for applicants' prior employers. It is disputed whether that occurred in the case of Mr. Brooks and his application for the Tech I position, although there does not appear to be much evidence, if any, that Mr. Brooks' prior employers were contacted prior to his selection for the Tech I position.
 - There was also conflicting evidence on the "clean driving record" representation. Although the term "clean driving record" does appear in the aforementioned application documents, there were statements by CEO Powell and Ms. Campbell that a clean driving record is not normally required for the Tech I position, which largely entails lawn cutting and maintenance and does not include a great deal of operating TCAA vehicles.
 - On or about January 24, 2019, as a result of the departure of 2 TCAA employees including Mr. Jones, the Facilities Director position and a Tech II position were posted for applications on the TCAA website.
 - Mr. Brooks was still within his 6-month probationary period as a Tech I, but because of his experience as an auto mechanic and as an HVAC technician, Mr. Brooks was asked to apply for the Tech II position.
 - After Mr. Jones' departure, Chief Wooldridge became the interim Facilities Director and, in that role, he was involved with the application and selection process for the Tech II position, along with CEO Powell.
 - As before, applications were received by TCAA for the Tech II position, but there was disagreement in witness statements on this point. Ms. Campbell indicated there were 6 applicants for the Tech II position, of which 4 applicants were interviewed. Chief Wooldridge disputes this and indicated other applicants were for a vacant Tech I position such that Mr. Brooks was the only true applicant for the Tech II position.
 - On March 1, 2019, Mr. Brooks was interviewed for the Tech II position. In attendance during the interview were Ms. Campbell, Chief Wooldridge and CEO Powell. All three agree that Ms. Campbell asked questions during the interview,
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but statements differ from there. Chief Wooldridge stated that Ms. Campbell was the conductor of the interview and asked most of the questions while recording the responses. Ms. Campbell and CEO Powell agree that Ms. Campbell asked questions but state that Chief Wooldridge and CEO Powell asked questions as well. The three then discussed the interview.

- Ms. Campbell and Chief Wooldridge each prepared a "Facilities Technician II" candidate interview sheet (provided herewith) during the interview with Mr. Brooks. Chief Wooldridge's sheet has a "TW" at the top right-hand corner. Chief Wooldridge's notes on the sheet do not expressly state that Mr. Brooks has an "ASE-certification" related to his work as a mechanic, only "training w/ Nissan in 2004," although Chief Wooldridge did state during his interview that, unequivocally, Mr. Brooks had specifically said he was an ASE-certified mechanic.
- Ms. Campbell's sheet, on the other hand, does contain a note indicating that Mr. Brooks is "ASE Master Tech – Nissan," but during one of her interviews, Ms. Campbell stated that she had written that in error and that Mr. Brooks had not stated during his interview that he was an ASE-certified mechanic.
- Mr. Brooks denied telling anyone at TCAA he was an ASE-certified mechanic at any time.
- None of the documents submitted by Mr. Brooks during either of his application processes state that he is an ASE-certified mechanic. Mr. Brooks did provide a resume for his initial 2018 Tech I application stating that he was an "Automotive Master Mechanic," and the same resume lists a total of 5 years' experience at three different Nissan dealerships.
- Additional witness statements varied as to Mr. Brooks' skills as an auto mechanic during his time at TCAA, but there was no additional evidence that Mr. Brooks had represented himself as being ASE-certified.
- Mr. Brooks represented, and it is noted in Chief Wooldridge's interview sheet, that Mr. Brooks holds an HVAC EPA Certificate. There were no statements or documents to the contrary.
- After Mr. Brooks' interview, Ms. Campbell prepared a Fleet Maintenance Technician Special Appraisal Review, in which she described Mr. Brooks' experience, why he was to receive the Tech II position and his pay for the new job. The Fleet Maintenance Technician Special Appraisal Review was then signed by Chief Wooldridge and CEO Powell (signature page provided herewith). In signing that document, Chief Wooldridge included an asterisk next to his signature. When asked, Chief Wooldridge indicated that he had not written the review included in the document, and he wanted to reflect that with his signature.

In reviewing and analyzing the above facts, some of the discrepancies were difficult to resolve, however in the end, the question arises as to the materiality of the alleged

misrepresentations. As it pertains to the Tech I position for which Mr. Brooks applied in 2018, would the disclosure of traffic infractions going back to 2000, the most recent of which occurred in 2012, have affected the decision to hire Mr. Brooks? And further, would the disclosure of the arrests from 2008 and 2013, neither of which resulted in a conviction and both of which ultimately were charged as misdemeanors, have changed Mr. Jones' and CEO Powell's decision?

The same is true for Mr. Brooks' representations of his experience related to his 2019 application for the Tech II position. There are no documents I was provided in which Mr. Brooks himself represented that he was an ASE-certified mechanic, and it is undisputed Mr. Brooks was, at one time, a certified Nissan mechanic. The issue that has arisen is whether Mr. Brooks stated during his interview that he was an ASE-certified mechanic, as Chief Wooldridge has claimed and as is reflected in Ms. Campbell's interview notes, which she now claims to be erroneous. Moreover, if Mr. Brooks made such a representation would that have affected the decision to promote him to the Tech II position? It is undisputed that Mr. Brooks has performed some work on TCAA vehicles during his time as a Tech II, although the depth of his skill is disputed.

The decision on hiring personnel in the case of Mr. Brooks rested with the Facilities Director (Mr. Jones and, in the interim, Chief Wooldridge) and CEO Powell. If the Board finds that Mr. Brooks' made misrepresentations and/or that the full disclosure of his background should have affected the above decisions, then the Board should address that issues with CEO Powell. If, however, the alleged misrepresentations and/or background facts are immaterial, then there is likely no action to be taken on those issues at this time.

B. Nepotism

Turning to the issue of nepotism as it pertains to Ms. Campbell and Mr. Brooks, the Complaint asserts:

- Mr. Brooks and Ms. Campbell purchased a home together in September of 2017 and have been in a relationship since at least that time;
 - Ms. Campbell did not perform an appropriate background check on Mr. Brooks, or otherwise failed to disclose known facts about his background, at the time he was hired as a result of her relationship with him;
 - Ms. Campbell attended Mr. Brooks' interviews and asked questions during those interviews;
 - Ms. Campbell rejected or otherwise did not interview other valid applicants for the Tech I position in 2018 so that Mr. Brooks would be hired for that job;
 - In 2019, Ms. Campbell encouraged one of the applicants for the Tech II job, Mr. Michael Wimberly ("Mr. Wimberly") to apply for the Facilities Director job as he was more qualified than Mr. Brooks for the Tech II job;
 - Mr. Brooks' probationary period was not extended when he was hired for the Tech II position; and
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- Ms. Campbell failed to check Mr. Brooks' prior employment references because they would have disclosed at least one prior employer would not re-hire Mr. Brooks.

I will not restate any of the factual findings I have already included above, although some form the basis for my analysis. In addition to the above, the following facts were obtained through investigation:

- The TCAA Policy Manual has a specific provision on nepotism, Section 205.00 entitled "Employment of Relatives" (page 50 of the Policy Manual). That provision states, in pertinent part, "[n]o relative of an Airport Authority employee may be appointed, employed or retained unless the Authority has deemed it in the best interest of the Airport Authority." There is also a provision on marriage during employment, but it does not apply as Ms. Campbell and Mr. Brooks are not married.
 - Chief Wooldridge was not involved in the process by which Mr. Brooks was hired in October of 2018 as he was not involved with the Facilities Department at that time.
 - CEO Powell stated that he was aware of Mr. Brooks' relationship with Ms. Campbell during the application process, and that because of that knowledge – together with the fact that one of the other applicants for the Tech I position was the son of a then-current employee – the names of the applicants were removed before interviewees were selected.
 - Ms. Campbell and CEO Powell confirmed that while Ms. Campbell did attend all the interviews and asked questions, the decision on who to hire for the Tech I position was made by Mr. Jones and CEO Powell. Both also stated that Mr. Brooks' relationship with Ms. Campbell was not a factor in the decision to hire Mr. Brooks.
 - Chief Wooldridge stated that he did not know at the time Mr. Brooks was hired that he had a relationship with Ms. Campbell but he was aware of that relationship during the time when he was interim Facilities Director, including during the advertising of the Tech II position.
 - Chief Wooldridge stated that he did consent to Mr. Brooks' hiring as the Tech II in March of 2019 and he did sign the Appraisal Review subject to the asterisk by his signature.
 - Chief Wooldridge also stated he was not aware of Mr. Brooks' arrests or his driving record at the time he consented to hiring Mr. Brooks as a Tech II.
 - There was no clear evidence that Mr. Brooks' arrests or driving record were discussed or made a part of his interview in 2019 for the Tech II position.
 - There was no evidence that any applicant was discouraged or prevented from applying for the Tech I position in 2018 by Ms. Campbell.
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- In speaking with Mr. Wimberly, he did confirm that he initially applied for the Tech II position in 2019 but that he was asked by Ms. Campbell to consider converting his application to the Facilities Director position given his decades of experience with the Brevard County Sheriff's Office. Mr. Wimberly did not feel pressured or coerced into changing his application but rather agreed it sounded like a good fit for him. CEO Powell confirmed he had agreed to asking Mr. Wimberly to convert his application, and there was no evidence Ms. Campbell did so to "stack the deck" in Mr. Brooks' favor for the Tech II position.
 - There was no explanation provided as to why Mr. Brooks' probationary period was not extended when he was hired as a Tech II, except that Chief Wooldridge did state he requested a 90-day probationary period which was denied by Ms. Campbell (who did not confirm Chief Wooldridge's statement).
 - During interviews, one of the Facilities Employees provided what appeared to be an excerpt from the Policy Manual describing experience needed to be promoted to a Tech II from Tech I, which included three years' experience as a Tech I, which Mr. Brooks did not have. However, there was no evidence on what was specifically required to hire a Tech II rather than obtain a promotion from Tech I. Mr. Brooks was not technically "promoted" from Tech I as he applied for the publicly advertised Tech II position and competed for that spot.
 - Statements indicated that although Ms. Campbell typically does obtain prior employment references from applicants, she does not always check the references or call former employers unless she feels there is a reason to do so. It is not clear why Mr. Brooks' former employers were not contacted as they were provided on his resume.
 - There were a number of witness statements concerning the feeling that complaints concerning Mr. Brooks' conduct as an employee could not be made because Ms. Campbell is the head of Human Resources and "it would do no good to report Mr. Brooks' conduct to his girlfriend." Despite these statements, however, I could find no definitive evidence that any report concerning Mr. Brooks' conduct had ever been hidden, stymied or "swept under the rug" by Ms. Campbell, nor was I provided with any specific evidence that any employee was disciplined or otherwise treated more harshly than Mr. Brooks for the same or similar conduct. I asked interviewees for specific examples, and while there were statements that Mr. Brooks is treated differently by Ms. Campbell and CEO Powell, there was no clear evidence of the same.
 - CEO Powell and Ms. Campbell categorically denied any special or disparate treatment of Mr. Brooks.
 - Mr. Brooks was written up for exceeding the speed limit in a TCAA vehicle on or about December 10, 2020, although statements on that subject varied as to whether only one incident of speeding occurred on that date or as many as 4 occurred on that date. At or around the same time, another Facilities employee was also written
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up for speeding in a TCAA vehicle. The discipline appeared to be the same for both employees.

- In addition, in conducting the investigation into the “racial slur” incident described in more detail below, statements largely confirmed that when the initial reports of the incident came in, Ms. Campbell asked for the reports and, when challenged, indicated that she was Human Resources and was therefore required to be a part of the investigation and entitled to all information on it. Chief Wooldridge strongly objected to Ms. Campbell’s involvement, and CEO Powell agreed, instructing Ms. Campbell to stay out of it. All statements confirmed that Ms. Campbell did stay out of that investigation, and for my part of the investigation, Ms. Campbell was not involved.
- Finally, CEO Powell stated that Ms. Campbell is uninvolved in any matters pertaining to Mr. Brooks with the exception of basic administrative matters such as payroll and record retention. There was no evidence of Ms. Campbell ever being involved in any decision-making regarding Mr. Brooks apart from her initial request to be involved in the investigation of the “racial slur” incident, which was denied.

Analysis of the above facts, which as before are contradictory on some important points, begins with whether Mr. Brooks and Ms. Campbell are “relatives” as that term is defined by the TCAA Policy Manual. While a literal definition of the term “relative” would not include individuals unrelated by blood or marriage, it is important to understand the intent and purpose of Section 205.00 of the Policy Manual, which is designed to prevent nepotism and conflicts of interest. As a result, I believe a reasonable interpretation of the term “relative” as used in Section 205.00 would include a long-term relationship like Mr. Brooks’ and Ms. Campbell’s. Confirming this position is the general feeling among TCAA employees that they cannot utilize Ms. Campbell in her role as Human Resources Director when the issues they wish to report and discuss concern Mr. Brooks. The “optics” of the situation are important for the determination of the reasonableness of my interpretation of the TCAA Policy Manual, and it seems clear from the evidence that there is genuine concern among a number of TCAA’s employees as to Ms. Campbell’s relationship with Mr. Brooks.

That said, the TCAA Policy Manual also provides that a “relative” can be employed by TCAA if the Authority deems it in its own best interest to do so. Given that CEO Powell is the ultimate arbiter of personnel decisions within the TCAA employee framework, the decision on that exception rests with him. In speaking with CEO Powell, he felt as though Mr. Brooks’ experience as an auto mechanic and HVAC technician were valuable enough to the Authority that he felt Mr. Brooks’ relationship with Ms. Campbell would not be an issue, and Mr. Brooks was hired accordingly.

Moreover, and perhaps just as importantly, in my opinion there does not appear to be clear evidence that any decision made by CEO Powell or any other TCAA employee involving Mr. Brooks was motivated primarily by Mr. Brooks’ relationship with Ms. Campbell. Each of the decisions identified in Chief Wooldridge’s Complaint involving Mr. Brooks had a reasonable explanation unrelated to nepotism. For instance, the Complaint asserts that Mr. Wimberly was

asked to change his application to the Facilities Director position so that Mr. Brooks, who was less qualified, would get the Tech II position. However, CEO Powell and Ms. Campbell stated that Mr. Wimberly was better qualified for the Facilities Director position, which appears true based on his experience, and Mr. Wimberly confirmed he did not feel pressured or coerced into applying for the Facilities Director position. While nepotism could explain the motive for asking Mr. Wimberly to convert his application, it is equally explained by his experience – a perfectly valid motive.

It is not, however, my role to make a final decision on whether the above facts and circumstances amount to nepotism. In conducting its analysis, I would encourage the Board to consider the strength of each fact as to whether it supports a finding of nepotism or not. Certainly, the appearance of favoritism among employees should be avoided, so another consideration for the Board is whether we can revise the Policy Manual to include more specific language and safeguards so that in instances such as this one, employees know where to go to report matters they may feel uncomfortable or unwilling to report to the individual dictated in the Policy Manual.

C. “Racial Slur” Incident

As you may be aware, Mr. Brooks was accused of uttering a “racial slur” in May of 2019, which led to an investigation by CEO Powell and me. After that investigation, I issued a legal opinion letter dated May 29, 2019 (provided herewith), and CEO Powell ultimately made the decision based on the specific facts and circumstances of that matter to declare the action a “Major Offense” and to suspend Mr. Brooks for 3 days, which Mr. Brooks served.

In the Complaint, Chief Wooldridge has included allegations concerning Ms. Campbell’s attempt to involve herself in the investigation (addressed above) and asserting that Mr. Brooks was not disciplined in accordance with the TCAA Policy Manual because of his relationship with Ms. Campbell. In discussing these allegations with Chief Wooldridge, he confirmed that there was no new facts or information concerning this incident but that it was part of the “bigger picture” concerning Ms. Campbell’s relationship affecting Mr. Brooks’ employment at TCAA.

I think it important at this point to reiterate my role in investigating Chief Wooldridge’s Complaint, a fact which I discussed with nearly every interviewee during my investigation. The Board is certainly welcome to review any of the facts I have included herein and make any decision it wishes in reliance upon those facts. I will also answer any and all questions concerning my investigation and the facts I have gathered. However, it is not within my purview in this investigation to evaluate CEO Powell’s managerial or administrative decisions; rather, my role is to review those decisions in the context of the Complaint and the facts I have gathered to determine if any law, policy or procedure has been violated, whether by CEO Powell or by any TCAA employee. I cannot, and I have not been tasked by the Board with, “second guessing” CEO Powell’s decisions. While that is within the Board’s power, I have appropriately limited my investigation to the legal/liability implications of the allegations in the Complaint and ascertaining whether there is sufficient evidence to support those allegations.

In light of my role here, I take no position on the propriety of the decision made by CEO Powell as to Mr. Brooks’ discipline resulting from the “racial slur” incident. Other than Ms. Campbell’s demand to be involved, which was immediately rejected by CEO Powell, there is no evidence Ms. Campbell was involved in the investigation into that incident or the ultimate decision

rendered by CEO Powell. As I was personally involved in the investigation, I can confirm I had no interaction with Ms. Campbell during or after my investigation and concerning the incident. In the end and legally speaking, CEO Powell's decision to treat the incident as a "Major Offense" and suspend Mr. Brooks accordingly was, in my opinion, compliant with the TCAA Policy Manual. I defer to the May 29, 2019 letter for the full analysis.

D. Chief Wooldridge's November 19, 2020 Complaint

On 11/19/2020, Chief Wooldridge sent an email (provided herewith) to CEO Powell copying me and an unknown email address reporting "concerning comments and threatening conduct" by Mr. Brooks about TCAA Operations and Facility Manager, Justin Hopman ("Mr. Hopman"), and Chief Wooldridge. Chief Wooldridge alleges in his Complaint that CEO Powell failed to follow TCAA policies and procedures in response to the complaint as Chief Wooldridge was never interviewed and a written summary of the complaint was never prepared.

In investigating these allegations, I obtained the following facts:

- Mr. Brooks' alleged statements that Mr. Hopman and/or Chief Wooldridge needed to "watch their backs" as Mr. Hopman and Chief Wooldridge are "out to get [Mr. Brooks] fired" were relayed by a TCAA Facilities employee. Neither Mr. Hopman or Chief Wooldridge have ever heard Mr. Brooks directly threaten them in such a manner.
- For months, and perhaps since as far back as June of 2019, Mr. Brooks has told fellow employees he believes Chief Wooldridge and/or Mr. Hopman want to "get him fired."
- The allegations from Chief Wooldridge's 11/19/2020 email concerning employees feeling bullied, fearing for their jobs and/or being concerning for their personal safety as a result of Mr. Brooks were substantiated in part. Many Facilities employees expressed concerns over Mr. Brooks' attitude and temper when working with them, although none indicated that Mr. Brooks had ever physically threatened them or had harmed them in any way.
- Chief Wooldridge's report of a .357 handgun clip being found in Mr. Brooks' vehicle while at work in February of 2019 was confirmed. Mr. Brooks stated that it had fallen out of his jacket while he was in the truck but that he did not actually have the firearm with him and had not intended to bring the clip (it was in his jacket and he inadvertently failed to take it out at his house). Mr. Brooks further stated that he immediately took the clip home so that it would not be at work. There does not appear to have been any further discipline related to this incident, and while the TCAA Policy Manual prohibits firearms at work generally, it does not expressly mention firearm accessories or ammunition. Regardless, it is inappropriate to have such items at work, and Mr. Brooks indicated he had not done so since (with the exception of permitted wildlife control, which he claims to do on off-hours).

- There were credible statements concerning damage caused by Mr. Brooks while operating a lawn mower at Arthur Dunn Airpark. According to those statements, Mr. Brooks was operating a lawn mower at an excessive speed and ran into a building at Arthur Dunn, tearing a hole in the building. Mr. Brooks denied that he was responsible for the damage.
- In response to Chief Wooldridge's 11/19/2020 email, CEO Powell spoke with me on the same day the email was received, and we discussed what needed to be done to investigate the allegations.
- CEO Powell stated that he did speak with the TCAA employees identified in Chief Wooldridge's email in an effort to investigate and obtain first-hand information, and on December 11, 2020, CEO Powell emailed me (provided herewith) the results of his investigation and ultimately made the decision that Chief Wooldridge's email was largely the result of personality conflicts among the staff, and particularly between Chief Wooldridge and Ms. Campbell, and that CEO Powell had spoken with all involved about amicable conflict resolution and the need to resolve differences and work together.
- I was not able to locate any email or other report from Chief Wooldridge between his November 19, 2020 email and his January 14, 2021 complaint to the Board concerning the issues raised in the Complaint.

TCAA's Policy Manual does contain procedures on employee reports related to "Workplace Violence," found in Section 218.00, and those procedures state that complaints concerning workplace violence shall be filed in writing within 5 calendar days of the date giving rise to the complaint. If that condition is met, then the "Executive Director" (CEO Powell in this instance) shall, where applicable, interview the complainant, prepare a written summary of the complaint and/or obtain the complainant's signature verifying the accuracy of the written complaint. Afterward, the "Executive Director" then begins the investigation, to include notifying any respondent(s) of the contents of the complaint.

In this instance, the Policy Manual was not strictly followed by anyone, but it does appear that CEO Powell conducted an investigation into the incident. To begin, Chief Wooldridge's 11/19/2020 emailed complaint was not submitted within 5 calendar days of any of the allegations in the email. In fact, the incident prompting the email concerning threatening statements by Mr. Brooks occurred on 11/10, some 9 days before Chief Wooldridge's email. However, I agree that reports of this nature should never be disregarded on a technicality, and the 5-day deadline is difficult to meet given employees' regular day-to-day obligations. There was no evidence CEO Powell disregarded Chief Wooldridge's email and, in fact, contacted me the same day to discuss next steps.

Likewise, there was no evidence to contradict CEO Powell's statements that he did interview the salient witnesses to the incidents included in Chief Wooldridge's email, with the possible exception of speaking with Chief Wooldridge himself. CEO Powell's email indicates he spoke with Chief Wooldridge some time between November 19 and December 11, 2020 about the

11/19/2020 email, but Chief Wooldridge has asserted that he was not interviewed about his complaint.

As before, it is within the Board's discretion to determine whether the response to Chief Wooldridge's email was appropriate, including to resolve the factual discrepancy concerning whether Chief Wooldridge was consulted by CEO Powell concerning the allegations in his email. From a legal perspective, it is important that all employee complaints of any kind be treated with due attention and diligence, and especially so any complaint of workplace violence or potential workplace violence. The evidence demonstrates CEO Powell did take some action and did speak with TCAA employees concerning Chief Wooldridge's 11/19/2020 emailed complaint, the question is whether full and appropriate action was taken under the circumstances.

E. Misleading/Non-Disclosure to TCAA Board

Also included in Chief Wooldridge's Complaint to the Board was the allegation that "board members are kept out of the loop or mislead when it involves major issues such as damage, neglect, theft, discipline and especially fraud." I delved as deeply as I could on this allegation and sought to discover specific, demonstrable instances where, as alleged, some bad fact or report was concealed or misrepresented to the Board by CEO Powell. I found no such definitive evidence, and I asked a number of interviewees in confidence if they had been asked to conceal any information or remove items from the Board agenda, and the responses each time were in the negative.

I did, however, speak with Mr. Hopman concerning items of deferred maintenance, particularly as it pertains to the t-hangars and other structures owned by TCAA. Mr. Hopman is in the process of preparing work orders for each of the items of repairs for those structures, and the proposed maintenance and repair items are likely to be in the hundreds if not thousands of items, according to Mr. Hopman. Having attended nearly every Board meeting myself since March 2018, I have never heard CEO Powell mispresent the condition of any building or otherwise "hide" any maintenance issues from the Board to my knowledge, but it is my suggestion that if the Board is not receiving all of the information and reports it wishes to receive each month, we should enact changes to provide specific direction as to the reports to be provided at the meetings.

If the Board is concerned about information presented at the meetings, my recommendation is that we discuss a change to the format of the reports/information provided by TCAA staff at the monthly meetings. I believe with Board discourse on the issue – particularly given the depth of experience our Board has – we can resolve any concerns about information deficiencies and supply the Board with the reports it needs to perform the duties with which it is tasked.

F. Inventory/Employee Theft Matter

In January 2019, two TCAA employees, Facilities Director Richard Jones and Tech II Jesse Thomas, resigned their employment with TCAA on the eve of disciplinary hearings during which both would have been terminated. Those resignations were the result of an investigation by CEO Powell and me into allegations that certain Facilities employees were "scrapping" TCAA property by declaring it "garbage" and then selling it to a scrapyard without reimbursing TCAA. As part of that investigation, I was tasked with looking into when CEO Powell and other staff members were

notified about the issues and whether any action was taken upon such notification. My investigation revealed that each time a report was made to CEO Powell – and most of the reports were hardly definitive – he spoke with those involved to investigate.

As with the “racial slur” incident, the Board is entitled to discuss whether staff’s response and actions were appropriate under the circumstances. It is well known that those issues shed light on an inventory issue concerning TCAA property and its management that is still under scrutiny today, but the question for my analysis is whether proper procedures and policies were followed, and I did not obtain any new evidence on this issue that would change the opinions I rendered back in 2019.

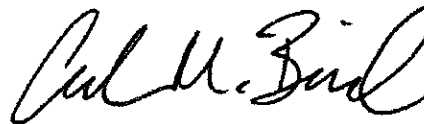
III. Conclusion

The above represents only a portion of the facts and information I gathered through my investigation, and I found all individuals involved to be cooperative. Additionally, while there are many things the interviewees did not agree upon, I believe all would agree that the shared goal is to make TCAA the best, most efficient and professional place to work and that the best interests of TCAA as an entity are paramount.

I have done my best to limit my commentary herein to the sufficiency of the evidence itself from strictly a legal perspective as well as to the application of the TCAA Policy Manual. My purpose was twofold: to provide the Board with sufficient facts and analysis to discuss the matters herein and, if appropriate, render its own decisions thereon, and to formally respond to Chief Wooldridge’s June 14, 2020 Complaint. I believe I have accomplished both tasks by this letter.

This matter is currently set to come before the Board for discussion on Thursday, February 18, 2021. In the interim, please do not hesitate to contact me with any questions. Thank you.

Very truly yours,



Adam M. Bird

AB/amb
Encl.

cc: Michael D. Powell, C.M., ACE
Chief Terry L. Wooldridge, Jr., MPA, EFO, CFO, ACE

2

9/25/2018

I am very interested in the Facilities Technician I position available with Titusville-Cocoa Airport Authority. I have a broad range of skills that I hope will compliment and improve your team. I hope you will consider my application and offer me the opportunity to discuss it with you in person.

Thanks to my varied work experience, I have a diverse skillset:

Automotive Master Mechanic

CNC Machinist and Programmer

HVAC Technician and Installer

Irrigation Installation and Repair

Shipping/Receiving experience and Office Skills including Typing 25 wpm, use copier, fax, postage meter, and filing.

In addition to my other skills, for the last 10 years I have been significantly involved with managing and maintaining a 50 acre outdoor facility. In addition to the seemingly endless grounds keeping requirements, the club has numerous vehicles, buildings, structures, and equipment. I personally use the equipment to mow, trim, edge, grade roadways and parking areas. I also repair and service everything from pick up trucks to tractors. We have a small budget for maintenance so I do as much as I can myself. Thanks to the generosity of our many volunteers, we manage to keep the facility open more than 300 days per year.

I hope to hear from you soon. Thank you,

James Brooks

Cell: 321-298-2455

Email: James.Brooks004@mc.com

2

James Brooks
1540 Justin Court Titusville, FL 32796
Cell: 321-298-2455
Email: James.Brooks004@me.com

SKILLS

- Automotive Master Mechanic
- HVAC Technician & Installer
- CNC Machinist & Programmer
- Irrigation Installation & Repair
- NRA Certified Range Safety Officer & Instructor
- Shipping/Receiving & Office Skills
- Groundskeeper using and maintaining Mower & Tractor

EDUCATION

Merritt Island High School – graduated (2002) with diploma
Florida State University – attended one year (2003) studied Sports Medicine while playing baseball
Nissan Mechanic Training – graduated (2004) with Master Level Certificate
Pinkerton Security Guard Training – graduated (2011) with Certificate

WORK HISTORY

Freedom Air & Heat, Cocoa Florida Position: Master Installer	June 2018 to Sept 2018
Tilford Air & Heat, Titusville Florida Position: Installer, HVAC Technician	2016 to May 2018
Oath Ammunition, Merritt Island Florida Position: CNC Machinist, Bullet Maker	2014 to 2016
Diamondback, Cocoa Florida Position: CNC Machinist	2012 to 2014
Phantom Fireworks, Cocoa Florida Position: Sales, Seasonal for extra money	2012 to 2014
MRO Center, Melbourne Florida Position: Shipping/Receiving, CNC Machinist	2011 to 2012
Titusville Rifle & Pistol Club, Mims Florida Position: Club President, Chief Range Officer, Groundskeeper, Mechanic, Construction	2010 to present
Riverside Inn, Titusville Florida Position: Security, Night Manager	2010
Nissan Dealerships:	
Mike Erdman Nissan, Merritt Island	2009 to 2010
Reed Nissan, Orlando	2006 to 2009
Pat Fischer Nissan, Titusville	2004 to 2005

①

Ashley Campbell

From: James Brooks <james.brooks004@me.com>
Sent: Tuesday, September 25, 2018 12:19 PM
To: Careers
Subject: Re: TCAA Facilities Technician I - follow up questions

- 1) YES
- 2) YES
- 3) YES

THANK YOU 

TRPC PRESIDENT,
James Brooks

On Sep 25, 2018, at 11:18 AM, Careers <careers@flairport.com> wrote:

James Brooks,

You are receiving this email because you applied to the Titusville-Cocoa Airport Authority as a candidate for a full-time Facilities Technician I position. The position requires experience in general maintenance and lawn care along with a valid Florida Class A & clean driving record. ~~Your work schedule may require week and~~
~~the position is a full-time position.~~

- 1) After reviewing your cover letter and resume, we wanted to confirm that you meet the requirements listed above?
- 2) Are you willing to work on ~~week ends?~~
- 3) Also, if you were offered the position, ~~would you accept the pay rate of \$14.00 per hour?~~

We will take your response into consideration with the other information provided to date. Thank you,

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780
Email: careers@flairport.com
Website: www.flairport.com

<Image001.jpg>

with Jones, Powell

7

TITUSVILLE-COCOA AIRPORT AUTHORITY

Facilities Technician I

James Brooks

CANDIDATE'S NAME

10/2/2018

DATE

Position you applied for is with Titusville-Cocoa Airport Authority – manages 3 airports, Airport Storage.

Position provides maintenance support – mostly grass cutting, minor construction, janitorial work. Mostly outside. ✓

✓ Small Staff (14 total) works for: Mr. Powell, CEO (would be your Boss' Boss)

✓ Maintenance Staff (7) works for: Richard Jones, Director of Facilities (would be your Supervisor, Manager)

1. Please tell us a bit about yourself. Ever been to our airports? Airshow?
Raised in Titusville, enjoys hometown events including airshow
2. Why do you want this position?
close to home, gov't stability, many skills wants to use effectively
3. How do you work under pressure?
baseball story - he's comfortable and focused under pressure
4. How do you handle repetitive work? Imagine you are on mower and faced with an enormous 400 acre field.
How does that make you feel?
he would attack it in organized fashion, "knock it out"
5. What type of person do you like to work for?
respectful, not troubled by variety in work but likes organized Supervisor
6. Tell us about a challenge or conflict you've faced at work, and how you handled it.
avoids conflicts, fixes issue then discusses
7. What kind of situations have you been in where you needed an answer from a Supervisor, but were not able to reach one? How did you handle it?
went to forman, other more knowledgeable
8. What are your future plans? Where do you see yourself in 5 years?
T-Co
9. Why should we hire you? What is your greatest work-related achievement?
customer service skills, talking to people - he's taught himself to be direct but kind when giving bad news

7

AWARE OF WEEKENDS & HOLIDAYS

☒ YES

☐ NO

Tues. - Sat.

AWARE OF DRUG TESTING

☒ YES

☐ NO

FIREARMS EXPERIENCE (WILDLIFE CONTROL):

☒ YES

☐ NO

VALID DRIVER'S LICENSE:

☒ YES

☐ NO

FL STATE

Class A

☐ YES

☒ NO

Endorsements

☒ YES

☐ NO

motorcycle

Clean Driving Record

☒ YES

☐ NO

PAY RANGE DISCUSSED:

☒ YES

☐ NO

\$12.00

What are your questions?

References?

- air breaks
- combo-vehicle
(truck & trailer)

TW

TITUSVILLE-COCOA AIRPORT AUTHORITY

Facilities Technician II

JAMES BROOKS

CANDIDATE'S NAME

3/1/19

DATE

Position you applied for is with Titusville-Cocoa Airport Authority – manages 3 airports, Airport Storage.

Position provides maintenance support – mostly grass cutting, minor construction, janitorial work. Mostly outside.

Small Staff (14 total), Maintenance Staff (7)

1. Please tell us a bit about yourself. Ever been to our airports? Airshow?

2. Why do you want this position?

Promotion to Tech II, for issues we currently have.

3. What is your teamwork style?

Enjoys working alone, however likes working w/others. Look for easiest way to fix things.

4. Please tell us how you organize, plan, and prioritize your work.

Works on most important items first.

5. Why should we hire you? What is your greatest work-related achievement?

Good w/ hands, can make things work (even if parts are missing)
Wrote locked engine on a ~~2000~~ Nissan Truck (over 12 hours of work.)
Nissan

Mechanic Specific Questions:

- 1) Please tell us about your qualifications and experience with vehicle maintenance. *Some diesel experience. Has experience working on vehicles + machines for dx. Training w/ Nissan in 2004.*
 - 2) Do you use a certain process when performing routine maintenance such as changing oil, checking batteries, and lubricating vehicles and equipment? Quality Control Checklist? Do you keep written records? *In the past, had a routine in a clean environment. Used a checklist. Master Tech performed QC.*
 - 3) Give us an example – Please tell us about a time when you test drove a vehicle to diagnose malfunctions or to ensure that it was working properly. *Need to have an ear/feel for the equipment your working on. Described engine mount issue w/ a vehicle he worked on in the past.*
- Has interest in C/DL - Little to no experience w/ fire apparatus
- HVAC License w/ EPA - Keeping Records thing!

AWARE OF WEEKENDS & HOLIDAYS	___ YES	___ NO	
AWARE OF DRUG TESTING	___ YES	___ NO	
FIREARMS EXPERIENCE (WILDLIFE CONTROL):	___ YES	___ NO	
VALID DRIVER'S LICENSE:	___ YES	___ NO	___ STATE
Class A	___ YES	___ NO	
Endorsements	___ YES	___ NO	_____
Clean Driving Record	___ YES	___ NO	
PAY RANGE DISCUSSED:	___ YES	___ NO	

What are your questions?

- * Need to throw away equipment
- * Equipment is old
- * Machinery needed
- * Recommends going to GMC
- * Communication is key in MX
- * Changes needed for safety

w/ Powell, Wooldridge

TITUSVILLE-COCOA AIRPORT AUTHORITY

Facilities Technician II

James Brooks

CANDIDATE'S NAME

3/1/2019

DATE

Position you applied for is with Titusville-Cocoa Airport Authority – manages 3 airports, Airport Storage.

Position provides maintenance support for aging facilities and equipment. Added responsibly to maintain Fleet Vehicles. Mostly outside.

Small Staff (14 total), Maintenance Staff (7)

1. Please tell us a bit about yourself. Ever been to our airports? Airshow?

② Why do you want this position?

Sees areas where he can make greater contribution.

3. What is your teamwork style?

Strong leader

4. Please tell us how you organize, plan, and prioritize your work.

⑤ Why should we hire you? What is your greatest work-related achievement?

Mechanic Specific Questions:

ASE Master Tech - Nissan

1) Please tell us about your qualifications and experience with vehicle maintenance.

2) Do you use a certain process when performing routine maintenance such as changing oil, checking batteries, and lubricating vehicles and equipment? Quality Control Checklist? Do you keep written records?

3) Give us an example – Please tell us about a time when you test drove a vehicle to diagnose malfunctions or to ensure that it was working properly.

AWARE OF WEEKENDS & HOLIDAYS

☒ YES

☐ NO

AWARE OF DRUG TESTING

☒ YES

☐ NO

FIREARMS EXPERIENCE (WILDLIFE CONTROL):

☒ YES

☐ NO

VALID DRIVER'S LICENSE:

☒ YES

☐ NO

FL STATE

Class A

☐ YES

☒ NO

Endorsements

☒ YES

☐ NO

motorcycle

Clean Driving Record

☒ YES

☐ NO

PAY RANGE DISCUSSED:

☒ YES

☐ NO

What are your questions?

CDL

HVAC - fixed 2 issues, formerly outstanding for yrs.

License valid, currently in place

Any fire truck experience - no but can diagnose well.

Mr. Brooks is well liked amongst his peers in all departments. Mr. Brooks' performance of his job duties is very good at this time and he still continues to improve. Mr. Brooks' work on maintaining the Airport Authority fleet as well as other equipment has been impressive. Mr. Brooks is able to make deadlines, often under timed constrained conditions with little to no supervision. Mr. Brooks has shown he possesses a strong desire to excel with an ability to use sound judgment in all circumstances. (13)

Overall, Mr. Brooks has shown he has the potential to become a stronger asset to the Authority in the area Fleet Maintenance by ensuring the Titusville - Cocoa Airport Authority's entire fleet remains "mission ready" at all times from a mechanical prospective. This would include the new/additional equipment and vehicles the Airport Authority acquires. It is the belief of this Reviewer that given time, Mr. Brooks' performance and hence his evaluations will only continue to improve. Mr. Brooks has shown to possess a strong work ethic, and continues to be a very positive ambassador for the Titusville-Cocoa Airport Authority.

Based on Mr. Brooks' proven level of performance in his current position, in conjunction with his new/additional responsibilities, Mr. Brooks is hereby promoted to the new job title of Fleet Maintenance Mechanic (a Facilities Tech II position), effective March 6, 2019. For this consideration, Mr. Brooks will need to complete all requirements to obtain his Commercial Driver's License (CDL) within a specified timeframe. The original 6-month probationary period will remain in effect and expire on April 10th, 2019.

Mr. Brooks will receive a special pay adjustment, to better compensate for his level of performance and new / additional responsibilities. The new rate will be \$17.00 / hour, approximately \$35,360.00 annually, effective March 6, 2019.

Provided Mr. Brooks agrees with and accepts the new title, additional responsibilities, and pay increase, the Titusville - Cocoa Airport Authority (TCAA) would ask Mr. Brooks remain with TCAA for a minimum of two (2) years from the date of this review.

Employee's Comments:

I have seen and reviewed this appraisal. All items covered have been discussed fully with me. I have been encouraged to make comments. I realize that my signature does not imply that I am in agreement with the appraisal.

Employee's Signature: [Signature] Date: 3-6-19

Interim Supervisor's Signature: [Signature] Date: 3/6/19
Terry Wooldridge

Chief Executive Officer's Signature: [Signature] Date: 3/6/19
Michael D. Powell

GRAY | ROBINSON
ATTORNEYS AT LAW

321-727-8100
ADAM.BIRD@GRAY-ROBINSON.COM

May 29, 2019

VIA EMAIL AND U.S. MAIL

Michael D. Powell, C.M., A.C.E.
Chief Executive Officer
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780
mpowell@flairport.com

Re: **Opinion Letter**
Employee Disciplinary Matter – Brooks, J.

* * * **CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGE** * * *

Dear Mr. Powell:

On behalf of the Titusville-Cocoa Airport Authority (“TCAA”), you have requested a legal opinion on the timing and procedure of employee discipline related to a reported incident involving TCAA employee James Brooks (“Mr. Brooks”) that is alleged to have occurred on May 21, 2019 (the “Incident”). After reviewing the TCAA Policy Manual as well as the various reports from witnesses you have gathered as part of TCAA’s investigation into the Incident, I have formed the following legal opinion:

Disciplinary Procedure set forth in TCAA Policy Manual

Although it is not particularly clear, there is, as you know, a procedure set forth in TCAA’s Policy Manual related to employee discipline that applies in TCAA’s reaction to the Incident. Section 219.00 of the Policy Manual governs Disciplinary Actions. It begins by noting that “...employee misconduct should be dealt with using a progression of disciplinary actions,” although it tempers that principle by further noting that “...each occurrence should be treated on an individual basis without creating a precedent for other cases....” Section 219.00 then proceeds to discuss the various types of discipline that are available for employee misconduct, including a headings identified as “Suspension.”

Under this heading, TCAA may suspend an employee without pay for disciplinary reasons for a period of time not to exceed fourteen (14) calendar days. Additionally, if an employee is suspended and then, after returning from suspension, is the subject of another disciplinary action within the subsequent 12-month period – even for a different transgression –

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
WEST PALM BEACH

Michael D. Powell, C.M., A.C.E.
May 29, 2019
Page 2

that employee may be terminated. The decision to suspend or terminate an employee for misconduct rests solely with the "Executive Director," or in the current situation, the Chief Executive Officer (the "CEO").

As far as the process of instituting employee disciplinary proceedings, the employee's supervisor or other designee, such as the Chief Executive Officer, gathers from the employee involved and witnesses all possible information concerning the alleged misconduct. The supervisor then considers all of the facts gathered and notifies the employee within two (2) working days "of the incident" about the decision concerning the disciplinary action to be taken.

TCAA is also permitted to suspend an employee accused of misconduct from the worksite on an emergency basis but the employee must be directed to report back to the CEO "pending further disposition of his/her case" within two (2) working days of the incident. The "Suspension" section is silent on administrative suspensions with pay pending further disposition of the case.

In addition to the types of discipline available, the Policy Manual also provides for a "Pre-Disciplinary Hearing" for all employees prior to the implementation of "disciplinary probation and/or dismissal." The hearing process must provide the employee with adequate notice of the charges and an opportunity to be heard before the decision on discipline is made. There is no definition of "disciplinary probation" supplied in the Employee Discipline section of the Policy Manual, but it is reasonable to treat that term as though it is referring to employee suspensions and to provide a Pre-Disciplinary Hearing to all employees potentially facing suspension or termination.

Upon conclusion of the Pre-Disciplinary Hearing, the CEO should make a decision regarding employee discipline, notify the employee verbally and then in writing of the discipline to be imposed and notify the employee, in writing, that the decision is "grievable" and that the employee as the right, if he/she chooses, to initiate the "Grievance Process."

The Policy Manual continues on to identify non-exhaustive categories of employee offenses that are considered and to be generally treated as "Minor Offenses," "Major Offenses" and "Dismissal Offenses," and it provides the penalties for each category of offense. The Policy Manual also states that "[p]enalties for disciplinary offenses should normally fall within the suggested range, however, these ranges are merely guides and are not intended to limit the right of management to determine what constitutes an appropriate penalty." The CEO is directed to take into account the nature of the offense, the past record of the employee and other extenuating circumstances, in which event the CEO may choose to impose a less severe or a more severe penalty than the guidelines set forth.

If a suspension or termination is handed down to an employee by the CEO as a disciplinary action, the employee has the right to initiate the "Grievance Process," which must be initiated by the employee within five (5) days of the disciplinary action. The employee begins

Michael D. Powell, C.M., A.C.E.
May 29, 2019
Page 3

the process by submitting a written statement to his supervisor or, in the case of suspension or termination, the CEO, stating the issues the employee wishes to grieve. Within three (3) working days of that written statement, there must be a meeting between the CEO and the employee, at which time the CEO can deliver a written statement of TCAA's position and response to the employee's allegations, including whether the disciplinary action will be upheld or changed. If the disciplinary action is upheld, the employee can choose to continue the process. For purposes of this letter, the continuation of the "Grievance Process" need not be included but can be discussed and analyzed at a later time if necessary.

The Incident and Recommendation for Procedure

Upon my involvement in the investigation into the Incident, you provided me with statements from various witnesses concerning an alleged racial slur uttered by Mr. Brooks to a fellow employee, a Caucasian male. It is also my understanding that there were two (2) additional TCAA employees working nearby – one of whom was African-American and the other of whom was Caucasian – but that neither directly heard Mr. Brooks' allegedly racial comment. Mr. Brooks, for his part, denies having used a racial slur at all.

Given the nature of his conduct, among other things, the decision was made to immediately suspend Mr. Brooks with pay beginning May 22, 2019 (as the first full day of the suspension), and Mr. Brooks was directed to return two (2) business days later, on May 24, to meet with you to continue the disciplinary process. In my opinion, this was in compliance with the procedure set forth in the TCAA Policy Manual.

Prior to your May 24 meeting with Mr. Brooks, you and I discussed the procedure that the Policy Manual dictated that TCAA follow in regard to the potential imposition of discipline against Mr. Brooks. Based on my review of the Policy Manual, I believe the following procedure applies.

First, Mr. Brooks was notified of his entitlement to a Pre-Disciplinary Hearing and was further notified that said hearing is currently set for Friday, May 31. As a result of the alleged conduct, Mr. Brooks was suspended with pay from May 24 through May 31 in order to continue the disciplinary process and to provide both Mr. Brooks and TCAA an opportunity to prepare for the hearing. Additionally, we discussed that Mr. Brooks will be provided with all documents, statements and other evidence upon which TCAA will rely in the Pre-Disciplinary Hearing, which shall be provided to him in advance.

Second, the Pre-Disciplinary Hearing is to be conducted this Friday. I have reviewed the categories of offenses identified in the Policy Manual and believe that the allegations against Mr. Brooks fall into one of two categories. The first is a "Major Offense" described as "[c]onduct which is considered disrespectful, or the use of insulting, abusive or obscene language to or about fellow employees or the public." The second is a "Dismissal Offense" described as "Racial Harassment – Any unwelcome verbal comments or physical acts of a racial nature which

Michael D. Powell, C.M., A.C.E.
May 29, 2019
Page 4

interferes with an employee's ability to perform his/her duties, or which creates an offensive working environment." While the Incident alleged to have occurred falls somewhere in between these two definitions, it is my opinion it is more appropriately categorized as a "Major Offense" rather than a "Dismissal Offense."

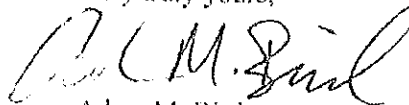
My opinion is based on the definition of "Racial Harassment" set forth in the "Dismissal Offense" section which suggests, to me, more than one incident would normally be required for this definition to apply. Moreover, based on the information you have provided me, I do not see that there is any evidence of Mr. Brooks' alleged comment either interfering with another employee's ability to do his/her duties or creating an offensive working environment. Certainly, the comment alleged to have been made by Mr. Brooks was highly offensive, entirely inappropriate and cannot be repeated, and TCAA should take necessary steps to ensure that such conduct does not occur and is met with zero tolerance by TCAA. However, Mr. Brooks denies having made the comment, and he does not, as I understand it, have any history of discipline during his time at TCAA.

To the extent you find, after the Pre-Disciplinary Hearing, that Mr. Brooks did make the statement(s) he is alleged to have made, you may choose to treat such conduct as a "Major Offense" or, in your discretion, a "Dismissal Offense." You should take into account Mr. Brooks' work history, the nature of the offense and any extenuating circumstances. If you elect to treat the Incident as a "Major Offense," the Policy Manual calls for a written reprimand and up to three (3) day suspension for a first incident. If you elect to treat it as a "Dismissal Offense," then Mr. Brooks should be terminated. In either event, you should notify Mr. Brooks as soon as possible (preferably at the end of the Pre-Disciplinary Hearing) of the decision and he should, as soon thereafter as practicable, be provided a written statement of the discipline imposed and his right to institute the "Grievance Process."

The discipline, if any, should then be carried out immediately. The Policy Manual does not include any delay in instituting the chosen penalty as a result of an employee instituting the "Grievance Process." If TCAA gets to this point with Mr. Brooks, obviously depending on the outcome of the Pre-Disciplinary Hearing, please let me know and we will discuss.

Please do not hesitate to contact me with any additional questions and information.

Very truly yours,



Adam M. Bird

AB/amb

Adam Bird

From: Terry Wooldridge <twooldridge@flairport.com>
Sent: Thursday, November 19, 2020 1:02 PM
To: Michael Powell
Cc: happilyeverafter123112@yahoo.com; Adam Bird
Subject: FW: Workplace Violence Complaint (Section 218.00)
Attachments: Statement of Events (James Brooks).pdf; .357.jpg

Mr. Powell,

I was asked by Mr. Hopman to drop off a letter on Tuesday afternoon (11/10) to Voyager Aviation. While I was there, I stopped by to see if Mr. Hinkel needed any cleaning supplies prior to heading home for the evening as this was my early day for airfield lighting inspections at COI and TIX. While speaking with Steven, he stated Mr. Brooks earlier that morning made comments about myself and Mr. Hopman. He stated Mr. Brooks related "he needs to watch his back" as Mr. Hopman and myself are "out to get him fired!" Mr. Hinkel's story was also substantiated by his supervisor earlier Tuesday morning. Per our one-on-one conversation on 10/27 at the ARFF Station, I don't want to see anyone fired, however I refuse to continue to work in a hostile and intimidating work environment. This is now the third employee that has stated this same comments from Mr. Brooks. As I told you, some employees (even our newest employee) feel they are being bullied, they fear for their jobs, as well as their personal safety due to Mr. Brooks intimate relationship with our HR/Finance Manager and his well-established anger management issues. In addition to Ms. Campbell's recent antagonistic emails, she has also made false accusations or innuendos to members of staff which is causing even further divide between those of us who must work together!

As it has been stated before, and I will now put into writing, Mr. Brooks was hired because the hiring process was stacked in his favor. Additionally, he was promoted to a position in which he was not qualified, certified, or had very little experience performing because of a fraudulent hiring/promotional process conducted primarily by Ms. Campbell. Mr. Brooks has consistently "demonstrated a pattern of inefficiency or incompetence in the performance of his assigned duties." (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*) On 4/10/2019 as the Interim Director of Maintenance I asked that we extend Mr. Brooks probationary period out 90 days as he was unable to perform his primary duties as a Mechanic due to staffing. This request was denied by Ms. Campbell the same day. Most importantly Mr. Brooks has violated several of the Airport Authority Policies and Procedures since being employed. On 2/19/2019 Mr. Brooks had a .357 handgun clip in the seat of his TCAA vehicle (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*). A month later (5/20/2019), Mr. Brooks made a racial slur and was subsequently reprimanded (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*) for his actions. To date Mr. Brooks still has not been disciplined for a." Failure to report personal injury or equipment damage immediately to his supervisor." (*Major Offense, 2002 Policy & Procedure Manual p.98*) and b. "Insubordination by demonstrating an antagonistic attitude(lying) towards management (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*). Per my conversation with you on the morning of 11/13 in your office, insensitive comments about handicapped people as well critical information about our C-17 Operation were made on social media (11/12) by Mr. Brooks. He did remove them once emailed by his supervisor.

Per Titusville-Cocoa Airport Authority Policy (*2002 Policy & Procedure Manual p.92*) I am reporting these concerning comments and threatening conduct and filing an official complaint against both Mr. Brooks and Ms. Campbell. Together, they are creating a hostile and intimidating work environment for myself, Mr. Hopman, Mr. Hinkel, Mr. Webb, Mr. Herlocker, and Ms. Paschke as well as creating an unacceptable work atmosphere here at the Airport Authority. We have already lost one employee due to both of their actions in the past. We need this harassment and preferential treatment of certain employees to stop immediately!

V/r,

Terry L. Wooldridge Jr., MPA, EFO, CFO, ACE

Fire Chief

Titusville-Cocoa Airport Authority

355 Golden Knights Blvd.

Titusville, Florida 32780

Phone: 321-567-0818

Cell: 321-289-5393

twooldridge@flairport.com

Website: www.SpaceCoastARFF.com

Facebook: www.Facebook.com/SpaceCoastRegionalAirportFEMS

From: Terry Wooldridge

Sent: Thursday, June 20, 2019 12:02 PM

To: Michael Powell

Cc: 'adam.bird@gray-robinson.com'

Subject: Workplace Violence Complaint (Section 218.00)

Mr. Powell,

Good afternoon sir. Per our conversation just a few moments ago, I wanted to follow-up with this email. I know this morning was a very demanding day for you, however please know the past few weeks have been very frustrating for all members of staff dealing with the issue at hand. From today's meeting and subsequent conversation with Mr. Sansom I understand the TCAA Board wants more involvement in resolving the situation at hand. If it were not for the severity of certain actions over this past week, I would not be forced to send this email today. On Tuesday, June 11th Mr. Brooks postured himself in a very threatening and intimidating demeanor towards myself at the Maintenance Facility. On Friday the 14th Mr. Brooks refused to speak to me while at the Maintenance Facility. During both instances (witnessed by Mr. Wimberly), I approached Mr. Brooks with pleasantries such as, "Good Morning James" in which both times he refused to engage in conversation and either walked by or away from my position! The most concerning is on Tuesday morning when he displayed a hostile stance when I engaged him by squaring up his body towards me, looking directly at me while shaking his head from side to side. He then slowly walked away from me into the Maintenance Facility, making a point to stare at me the entire time refusing to acknowledge my conversation.

From my understanding, Mr. Hopman spoke with you Friday afternoon about Mr. Brooks similar actions towards him as well last week. This morning while getting fuel for my vehicle, Mr. Brooks was backing a trailer near my position. Again I engaged in pleasantries with Mr. Brooks, and once again he purposely ignored me (witnessed by Mr. Hopman). The Titusville-Cocoa Airport Authority Workplace Violence Policy (Section 218.00) on page 92 addresses aggressive or hostile behavior. It further states, "Any potential dangerous situation must be reported immediately to the Supervisor, Human Resource Department or the Executive Director." Because of the relationship between Mr. Brooks & Ms. Campbell, I am coming to you not only as my supervisor, but as the Airport Authority CEO for resolution. After much consideration and Mr. Brooks continued behavior, this email will serve as my official complaint. I will not personally allow threatening conduct or blatant disrespect of any nature to any employee (including myself). My hopes as the only Director on staff were that Mr. Brooks would have returned from his suspension and displayed the professional relationship expected by our organization moving forward. At this point I have a valid fear for my personal safety while at work. If you have any further questions, please feel free to contact me.

V/r,

Terry L. Wooldridge Jr., MPA, EFO, CFO, ACE

Fire Chief

Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, Florida 32780
Phone: 321-567-0818
Cell: 321-289-5393
twooldridge@flairport.com
Website: www.SpaceCoastARFF.com
Facebook: www.Facebook.com/SpaceCoastRegionalAirportFEMS.com



TO: Mr. Michael D. Powell, C.M., ACE
FROM: Chief Terry L. Wooldridge Jr., MPA, EFO, CFO, ACE
DATE: 22 May 2019
SUBJECT: Statement of Events

Mr. Powell,

Below is my official statement in reference to the events leading up to May 21, 2019.

In February while working at Airport Mini Storage, all maintenance crews were removing a wall in unit #5903. During that time, Mr. Brooks made many vulgar remarks which Mr. Cannon looked at me as the supervisor to intervene. I told Mr. Brooks to clean up his language as Nancy was within possible earshot of his comments. He recognized it wasn't the proper time or place for such conversations and went about his work with no further issues. Mr. Cannon distanced himself from Mr. Brooks the rest of the afternoon.

During Mr. Webb's first day back at TCAA, he and Mr. Brooks went to lunch at Beef O' Brady's near Arthur Dunn Airpark. During their meal together, Mr. Webb related that Mr. Brooks used quite a bit of obscene language while in TCAA uniform at the restaurant. The following day during a conversation with Mr. Webb he stated to me, "I will never go to lunch with James again."

During Mr. Webb's first few days of reemployment, Mr. Brooks made a comment to Mr. Hopman that "he didn't feel Mr. Webb will make it here because he is too slow."

On 5/16/2019 during a phone conversation with Mr. Webb, he related that Mr. Brooks came to X21 earlier in the week and made several comments about his airfield mowing. I informed Mr. Webb to speak directly to his supervisor Mr. Wimberly after he returned from his trip out of town. He said he would.

During his lunch break on 5/20/2019, Mr. Webb was eating at the fire station. I asked why he did not go to lunch with Mr. Brooks and Mr. Millen. He stated he needed to get away from "James" for a bit. I asked, what was going on and he replied, "he (James) is bossing me around out there and I just don't like it." I asked him if he had mentioned it to Mr. Wimberly, and he said "no." He also stated that Mr. Brooks makes a lot of vulgar comments and jokes and has come close to "saying the N word" on different occasions. Mr. Webb said, "if he ever does, I am going straight to Mr. Powell with my complaint!" I agreed that he should if he felt the situation warranted it.

On early Tuesday morning (5/21/2019), Mr. Hopman contacted me to discuss closing Runway 18/36 since he needed to take his son to the doctor. During our conversation Mr. Hopman's wife called and

our conversation ended. I called Mr. Wimberly to discuss the runway closure and also to ask who would be on the pressure washing work crew that morning. He stated he was sending Josh (Mr. Millen) and David (Mr. Webb) out first and wanted to send James (Mr. Brooks) and Steven (Mr. Hinkle) to help however Steven called out sick that morning.

I then asked that Mr. Wimberly keep Mr. Brooks at the maintenance building today if possible. When he asked why, I raised my concern that Mr. Brooks was overstepping his authority in reference to other employees. I informed Mr. Wimberly about Mr. Webb's comments on the previous day. He agreed to speak with Mr. Brooks and said he had plenty of work for him to accomplish at the shop and would keep him off the airfield.

Mr. Hopman called me back shortly after speaking with Mr. Wimberly. We were speaking about possible remedial training for Mr. Brooks and Mr. Millen in regards to communicating on the radio with the ATCT. On the afternoon of 5/20/2019, Mr. Brooks used improper terminology and again overstepped his authority as a Tech II employee. I asked Mr. Hopman if he noticed Mr. Brooks ordering Mr. Millen or Mr. Webb around the previous day during the pressure washing detail.

Mr. Hopman said James was acting in the capacity of an "unofficial supervisor" but couldn't say if he was rude or disrespectful to any of the employees. Mr. Hopman then said, "Chief I do need to tell you this though. I (Justin) pulled up to see how things were going, David and Josh were working, James approached the vehicle. I rolled down the window to speak with him. I said, 'how are things going?' James replied, 'These niggers are too slow.' Justin said to Mr. Brooks, 'come on man, you can't say that.' And then (while laughing) Mr. Brooks replied, 'I should get my whip and whip em'!" Mr. Hopman stated, he again told James he could not talk like that. He said shortly after that they ended their conversation and he left the airfield.

After being told this, I immediately contacted Mr. Wimberly and asked him to meet me in my office at 8am. Mr. Hopman reiterated the above statement to Mr. Wimberly. We collectively agreed that I would send you the email I did at 8:34 on 5/21/2019.

At approximately 8:45 you arrived at the ARFF Station and discussed all the aforementioned events, plus another incident involving Mr. Brooks on the morning of 5/21/2019 in reference to comments made about another employee (Mr. Hinkle) sick leave use. You asked Mr. Wimberly and myself what we felt you should do in this situation. Mr. Wimberly said, "if he did in fact make those statements, he should be terminated." Shortly afterwards you asked that we send Mr. Brooks home on three (3) days paid Administrative Leave until Mr. Wimberly and myself could gather the facts and statements. At that point, I brought to your attention my concern that Mr. Brooks may have his concealed weapon with him on Airport property. We briefly discussed the issue of 2/19/2019 when Mr. Brooks had a clip from a .357 handgun inside his assigned TCAA vehicle (#396) at X21.

Mr. Brooks was sent home around 9:15am on the morning of 5/21/2019. When asked about statements made to Mr. Hopman the day before, Mr. Brooks made reference to "whipping" before we

even discussed it. I asked Mr. Brooks specifically if he used the term "Nigger" in reference to Mr. Webb. He emphatically denied using that term and said what he did said to Mr. Hopman was taken out of context. I specifically said to Mr. Brooks that at times his comments are perceived by many in the maintenance department to be vulgar and borderline disrespectful. I also informed Mr. Brooks that if he did in fact say, "These niggers are too slow" or "I should get my whip and whip em" that he violated two (2) separate policies of the Airport Authority which could cause him to be terminated. Mr. Wimberly sent him home for three days and instructed him to report to your office on Friday (May 24th) at 9:00am. Mr. Brooks lowered his head, gathered his personal belongings and left the property with no complaints.

At 10:09 I sent you another e-mail letting you know that Mr. Brooks was sent home and due to the conflict of interest between Ms. Campbell and Mr. Brooks personal relationship, all parties felt it best if Mr. Wimberly and Mr. Hopman work out of the ARFF Station for the remainder of the day. I informed you that I would "continue to gather information and statements per your request" however during my conversation with you and Ms. Campbell in your office around 11:00 am, we mutually agreed to let Mr. Wimberly finish the investigation because Ms. Campbell had objections about me completing the task.



Terry L. Wooldridge Jr., MPA, EFO, CFO, ACE
Titusville-Cocoa Airport Authority
Fire Chief



Adam Bird

From: Michael Powell <mpowell@flairport.com>
Sent: Friday, December 11, 2020 3:14 PM
To: Adam Bird
Subject: RE: Workplace Violence Complaint (Section 218.00)

Good afternoon, sir. I have been swamped with the US Space Command HQ opportunity as well as a few others. I have not formally written anything up, but I did speak with everyone on staff to get their buy-in on what was presented, but from a "just checking in" perspective. I basically got caught up with everyone and thanked them for their hard work. The only thing mentioned was that some of facilities staff (3) said it seems as though sometimes Mr. Brooks makes them feel it is their fault if something goes wrong with a piece of equipment he needs to fix. I even checked in with Mr. Brooks and mentioned how hard the entire team works, how much I need everyone to work together, and appreciate him jumping right in, working with everyone to keep our fleet running – understanding things happen when equipment is used constantly. No one seemed to have any real issue. The newest hire did mention he really didn't know how things worked and didn't want to get into trouble, but was told that Mr. Brooks could get people fired because of his relationship with Ms. Campbell. He also did share that he saw Mr. Brooks ran into the maintenance building at X21, which Mr. Brooks told Mr. Hopman he did not know what happened.

Mr. Hopman, the Facilities Supervisor, mentioned that Mr. Brooks could come across as having an attitude and I explained that as his supervisor, he needed to work with him on any issue he did not feel was in the best interest of the Airport Authority. He also mentioned he feels Ms. Campbell sometimes gets too much into his business when she is trying to always ensure proper compliance with our long list of requirements. (the auditors are here now).

Ms. Paschke only mentioned wanting to be more involved in other duties.

As it relates to Ms. Campbell, there simply seems to be a personally conflict between the two. She mentions she feels she not adequately do her job around the Chief because he seems to get rather excited about everything. You see how the Chief sees it- below.

I have spoken to everyone, including Ms. Campbell and the Chief, emphasizing the need to always remain respectful, professional, and always work together.

Best Regards,

Michael D. Powell, C.M., ACE
Chief Executive Officer
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780
Office: (321) 267-8780, Ext. 203
Fax: (321) 383-4284
Email: mpowell@flairport.com
Website: www.flairport.com



Please do not print this e-mail or attachments unless necessary. If you must, please recycle.

From: Adam Bird [mailto:abird@whitebirdlaw.com]
Sent: Friday, December 11, 2020 2:47 PM
To: Michael Powell
Subject: FW: Workplace Violence Complaint (Section 218.00)

Michael,

Good afternoon. Just following up on your investigation of the below in the event it comes up at the Board Meeting. Please let me know if I can be of any assistance. Thanks very much.

Adam

Adam M. Bird, Esq.

p. 321.327.5580 | f. 321.327.5655

730 E. Strawbridge Avenue, Suite 209
Melbourne, FL 32901
whitebirdlaw.com



WHITEBIRD
ATTORNEYS AT LAW

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From: Michael Powell <mpowell@flairport.com>
Sent: Thursday, November 19, 2020 3:37 PM
To: Terry Wooldridge <twooldridge@flairport.com>
Cc: happilyeverafter123112@yahoo.com; Adam Bird <abird@whitebirdlaw.com>
Subject: RE: Workplace Violence Complaint (Section 218.00)

Received..

I have already spoken to Mr. Hopman to get his buy-in on this as presented. I will also be speaking with everyone else to get their side, as I investigate..

Regards,

Michael D. Powell, C.M., ACE
Chief Executive Officer
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780
Office: (321) 267-8780, Ext. 203
Fax: (321) 383-4284
Email: mpowell@flairport.com
Website: www.flairport.com



Please do not print this e-mail or attachments unless necessary. If you must, please recycle.

From: Terry Wooldridge
Sent: Thursday, November 19, 2020 1:02 PM
To: Michael Powell
Cc: happilyeverafter123112@yahoo.com; Adam Bird (abird@whitebirdlaw.com)
Subject: FW: Workplace Violence Complaint (Section 218.00)

Mr. Powell,

I was asked by Mr. Hopman to drop off a letter on Tuesday afternoon (11/10) to Voyager Aviation. While I was there, I stopped by to see if Mr. Hinkel needed any cleaning supplies prior to heading home for the evening as this was my early day for airfield lighting inspections at COI and TIX. While speaking with Steven, he stated Mr. Brooks earlier that morning made comments about myself and Mr. Hopman. He stated Mr. Brooks related "he needs to watch his back" as Mr. Hopman and myself are "out to get him fired!" Mr. Hinkel's story was also substantiated by his supervisor earlier Tuesday morning. Per our one-on-one conversation on 10/27 at the ARFF Station, I don't want to see anyone fired, however I refuse to continue to work in a hostile and intimidating work environment. This is now the third employee that has stated this same comments from Mr. Brooks. As I told you, some employees (even our newest employee) feel they are being bullied, they fear for their jobs, as well as their personal safety due to Mr. Brooks intimate relationship with our HR/Finance Manager and his well-established anger management issues. In addition to Ms. Campbell's recent antagonistic emails, she has also made false accusations or innuendos to members of staff which is causing even further divide between those of us who must work together!

As it has been stated before, and I will now put into writing, Mr. Brooks was hired because the hiring process was stacked in his favor. Additionally, he was promoted to a position in which he was not qualified, certified, or had very little experience performing because of a fraudulent hiring/promotional process conducted primarily by Ms.

Campbell. Mr. Brooks has consistently "demonstrated a pattern of inefficiency or incompetence in the performance of his assigned duties." (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*) On 4/10/2019 as the Interim Director of Maintenance I asked that we extend Mr. Brooks probationary period out 90 days as he was unable to perform his primary duties as a Mechanic due to staffing. This request was denied by Ms. Campbell the same day. Most importantly Mr. Brooks has violated several of the Airport Authority Policies and Procedures since being employed. On 2/19/2019 Mr. Brooks had a .357 handgun clip in the seat of his TCAA vehicle (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*). A month later (5/20/2019), Mr. Brooks made a racial slur and was subsequently reprimanded (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*) for his actions. To date Mr. Brooks still has not been disciplined for a." Failure to report personal injury or equipment damage immediately to his supervisor." (Major Offense, 2002 Policy & Procedure Manual p.98) and b. "Insubordination by demonstrating an antagonistic attitude(lying) towards management (*Dismissal Offense, 2002 Policy & Procedure Manual p.99*). Per my conversation with you on the morning of 11/13 in your office, insensitive comments about handicapped people as well critical information about our C-17 Operation were made on social media (11/12) by Mr. Brooks. He did remove them once emailed by his supervisor.

Per Titusville-Cocoa Airport Authority Policy (*2002 Policy & Procedure Manual p.92*) I am reporting these concerning comments and threatening conduct and filing an official complaint against both Mr. Brooks and Ms. Campbell. Together, they are creating a hostile and intimidating work environment for myself, Mr. Hopman, Mr. Hinkel, Mr. Webb, Mr. Herlocker, and Ms. Paschke as well as creating an unacceptable work atmosphere here at the Airport Authority. We have already lost one employee due to both of their actions in the past. We need this harassment and preferential treatment of certain employees to stop immediately!

V/r,

Terry L. Wooldridge Jr., MPA, EFO, CFO, ACE

Fire Chief

Titusville-Cocoa Airport Authority

355 Golden Knights Blvd.

Titusville, Florida 32780

Phone: 321-567-0818

Cell: 321-289-5393

twooldridge@flairport.com

Website: www.SpaceCoastARFF.com

Facebook: www.Facebook.com/SpaceCoastRegionalAirportFEMS

From: Terry Wooldridge

Sent: Thursday, June 20, 2019 12:02 PM

To: Michael Powell

Cc: 'adam.bird@gray-robinson.com'

Subject: Workplace Violence Complaint (Section 218.00)

Mr. Powell,

Good afternoon sir. Per our conversation just a few moments ago, I wanted to follow-up with this email. I know this morning was a very demanding day for you, however please know the past few weeks have been very frustrating for all members of staff dealing with the issue at hand. From today's meeting and subsequent conversation with Mr. Sansom I understand the TCAA Board wants more involvement in resolving the situation at hand. If it were not for the severity of certain actions over this past week, I would not be forced to send this email today. On Tuesday, June 11th Mr. Brooks postured himself in a very threatening and intimidating demeanor towards myself at the Maintenance Facility. On Friday the 14th Mr. Brooks refused to speak to me while at the Maintenance Facility. During both instances (witnessed by Mr. Wimberly), I approached Mr. Brooks with pleasantries such as, "Good Morning James" in which both times he

refused to engage in conversation and either walked by or away from my position! The most concerning is on Tuesday morning when he displayed a hostile stance when I engaged him by squaring up his body towards me, looking directly at me while shaking his head from side to side. He then slowly walked away from me into the Maintenance Facility, making a point to stare at me the entire time refusing to acknowledge my conversation.

From my understanding, Mr. Hopman spoke with you Friday afternoon about Mr. Brooks similar actions towards him as well last week. This morning while getting fuel for my vehicle, Mr. Brooks was backing a trailer near my position. Again I engaged in pleasantries with Mr. Brooks, and once again he purposely ignored me (witnessed by Mr. Hopman). The Titusville-Cocoa Airport Authority Workplace Violence Policy (Section 218.00) on page 92 addresses aggressive or hostile behavior. It further states, "Any potential dangerous situation must be reported immediately to the Supervisor, Human Resource Department or the Executive Director." Because of the relationship between Mr. Brooks & Ms. Campbell, I am coming to you not only as my supervisor, but as the Airport Authority CEO for resolution. After much consideration and Mr. Brooks continued behavior, this email will serve as my official complaint. I will not personally allow threatening conduct or blatant disrespect of any nature to any employee (including myself). My hopes as the only Director on staff were that Mr. Brooks would have returned from his suspension and displayed the professional relationship expected by our organization moving forward. At this point I have a valid fear for my personal safety while at work. If you have any further questions, please feel free to contact me.

V/r,

Terry L. Wooldridge Jr., MPA, EFO, CFO, ACE

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

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

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM B

Discussion and Approval of Two New Vehicles and for the Facilities Department

BACKGROUND

In working to help ensure the Facilities Department has the support it needs in maintaining the three airports as well as addressing the needs of our valued tenants, staff requests to purchase two vehicles to replace two trucks each with over 250,000 miles, ongoing mechanical issues.

ISSUES

These last two vehicle purchases provides the Facilities Department with a newer fleet that will last the next several years, before implementing another phased replacement.

ALTERNATIVES

The Board could approve or disapprove of the purchase of two vehicles for the Facilities Department.

FISCAL IMPACT

The fiscal impact should be \$53,196.00 total. The vehicles would then airfield radios, etc. that should be another \$2,000 each, or \$4,000 total, based on previous installations on our other trucks, so \$57,196.00 for everything.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the purchase of two vehicles for the Facilities Department, and (2) authorize an Authority Officer or the Interim Airport Director to execute the necessary documentation upon satisfactory review by legal counsel.

ALAN JAY FLEET SALES

Sourcewell
Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	29993-1
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE
2/12/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/12/2021

REQUESTING AGENCY	TITUSVILLE COCOA AP AUTHORITY
CONTACT PERSON	JUSTIN HOPMAN
PHONE	321-267-8780
MOBILE	321-276-8454
EMAIL	jhopman@flairport.com
FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	DS6L61	MSRP	\$34,745.00
2021 RAM 1500 CLASSIC REGULAR CAB TRADESMAN 6' 4" BED 4WD			
CUSTOMER ID		NJPA PRICE	\$21,933.00

BED LENGTH 8' BED

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
PW7 TXX8	EXTERIOR COLOR BRIGHT WHITE WITH Black/Diesel Gray Vinyl 40/20/40 Bench Seat	\$0.00
ERB DFT	3.6L V6 24V VVT ENGINE WITH 8-SPD AUTO TRANSMISSION	\$0.00
AHC	Trailer Tow Group (w/o AJH-inc: Folding Trailer Tow Mirrors)-inc: Trailer Brake Control, Class IV Receiver Hitch	\$475.00
AJH	Power & Remote Entry Group -inc: Exterior Mirrors w/Heating Element, Power Windows w/Front 1-Touch Down, Power Heated Fold-Away Mirrors, Black Exterior Mirrors, Premium Vinyl Door Trim w/Map Pocket, Power Locks, Remote Keyless Entry w/All-Secure	\$730.00
DSA	ANTI-SPIN REAR DIFFERENTIAL	\$490.00
MDA	FRONT LICENSE PLATE BRACKET	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
ST PHAZER51-AA	STAR SIGNAL 51" LED Dual Color Phazer Light Bar with mounting brackets, takedowns, alleys, rear traffic advisor. Fully Populated. (Requires Controller.) (AMBER/WHITE)		\$1,960.00
ATB-18-LP	HD Aluminum tool box with low-profile single lid and 18" depth.		\$470.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$540.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

CONTRACT OPTIONS \$2,970.00

TRADE IN	TOTAL COST	\$26,598.00
YES WE TAKE TRADE INS	ASK ABOUT MUNICIPAL FINANCING	\$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$53,196.00

Estimated Annual payments for 60 months paid in advance: \$5,956.86 Extended: \$11,913.72
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY SCOTT WILSON FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" BoxMSRP:\$33,270.00

Interior:Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 3.6L V6 24V VVT

Transmission: 8-Speed Automatic (850RE)

OPTIONS

CODE	MODEL	MSRP
DS6L61	[Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box	\$33,270.00
OPTIONS		
29B	Quick Order Package 29B Tradesman	\$0.00
AHC	Trailer Tow Group	\$480.00
AJH	Power & Remote Entry Group	\$735.00
DFT	Transmission: 8-Speed Automatic (850RE)	\$0.00
DMC	3.21 Rear Axle Ratio	\$0.00
DSA	Anti-Spin Differential Rear Axle	\$495.00
ERB	Engine: 3.6L V6 24V VVT	\$0.00
MDA	Front License Plate Bracket	\$0.00

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Data Version: 13044. Data Updated: Feb 11, 2021 10:14:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box (✔ Complete)

PW7	Bright White Clearcoat	\$0.00
TTM	Tires: P265/70R17 BSW AS	\$0.00
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat	\$0.00
WFP	Wheels: 17" x 7" Steel	\$0.00
XFH	Class IV Receiver Hitch	Inc.
XHC	Trailer Brake Control	Inc.
Z6J	GVWR: 6,300 lbs	\$0.00

SUBTOTAL	\$34,980.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$36,675.00

FUEL ECONOMY

Est City:16 MPG

Est Highway:23 MPG

Est Highway Cruising Range:598.00 mi

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Data Version: 13044. Data Updated: Feb 11, 2021 10:14:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.21 Rear Axle Ratio (STD)
GVWR: 6,300 lbs (STD)
50 State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery
160 Amp Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1580# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
26 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7" Steel (STD)
Tires: P265/70R17 BSW AS (STD)
Regular Box Style
Center Hub
Steel Spare Wheel

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 13044. Data Updated: Feb 11, 2021 10:14:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box (✔ Complete)

Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Active Grille Shutters
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Fully Automatic Aero-Composite Halogen Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Vendor Painted Cargo Box Tracking
Tip Start

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control
Radio: Uconnect 3 w/5" Display
6 Speakers
Streaming Audio
Fixed Antenna
1 LCD Monitor In The Front

Interior

4-Way Driver Seat
4-Way Passenger Seat

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box (✔ Complete)

Interior

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Heavy Duty Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Mini Overhead Console and 2 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Rotary Shifter-Black

Electronic Shift

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins

Delayed Accessory Power

Manual 1st Row Windows

Systems Monitor

Outside Temp Gauge

Analog Display

Manual Adjustable Front Head Restraints

Seats w/Vinyl Back Material

Manual Adjust Seats

40/20/40 Split Bench Seat

Front Armrest w/3 Cupholders

Sentry Key Engine Immobilizer

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L61) Tradesman 4x4 Reg Cab 6'4" Box (👍 Complete)

Interior

2 12V DC Power Outlets

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Data Version: 13044. Data Updated: Feb 11, 2021 10:14:00 PM PST.



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

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

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – OLD BUSINESS ITEM C

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

BACKGROUND

n/a

ISSUES

n/a

ALTERNATIVES

The Board could approve or change the proposed job description, title and pay range for the new CEO replacement.

FISCAL IMPACT

tbd

RECOMMENDED ACTION

n/a

Member of: *American Association of Airport Executives
Florida Airport's Council*

Titusville-Cocoa Airport Authority

CHIEF EXECUTIVE OFFICER

Overview

The Titusville-Cocoa Airport Authority was established in 1963 as a special taxing district created by the cities of Titusville and Cocoa in Brevard County, Florida, and is responsible for three airports servicing the aviation needs of Florida's Space Coast. Our airport system offers premium locations and a variety of services. The three airports combined have 117 based aircraft and over 230,000 annual operations. Last year the Space Coast Regional Airport (TIX) became the 12th Licensed Spaceport Launch Site in the United States. The Authority has the responsibility to maintain and operate the airports but also has the authority to acquire property, enact leases, construct, and improve facilities necessary to support the aviation facilities.

Position

The Chief Executive Officer of the Titusville-Cocoa Airport Authority is the Senior Executive representing the Authority in all matters of Leadership, Management, Finances, Human Resources, Planning, Community Outreach, Business Development, and other Airport related matters. The Chief Executive Officer represents the Authority to Local, State and Federal Agencies and negotiates grant opportunities with the same. The Chief Executive Officer reports to the Board of Directors, makes recommendation and implements policy; and directs the operation, management, and promotion of all activities, which the Authority is charged under the provisions of its enabling legislation.

It is expected that the Chief Executive Officer be a Leader within the Community and of the Organization in every aspect of their duties, responsibilities, and obligations. The Chief Executive Officer will stimulate support for airport activities within the community; and speak before public groups on the plans, programs, and goals of the Airport Authority. The Chief Executive Officer will oversee, manage, and verify the work of the Airport Staff ensuring compliance and completeness of all Authority business; and they will develop strategic short-range and long-range goals and objectives that are specific, measurable, achievable, and realistic for all three Airports.

The Chief Executive Officer is overall responsible for budget development and compliance. They are responsible for managing overhead costs, forecasting revenues, development of budgeting strategies, managing grants, management of purchasing and contracts, and collection of grant reimbursements, rents, fees and other sources of revenue used to operate the Authority and its three Airports. They are also responsible for the selection of Consultants and Contractors that are necessary to maintain facilities, construct improvements and operate all three Airports; and they are responsible for the negotiation and administration of leases and other agreements or business of the Authority. The Chief Executive Officer reports Authority financial positions to the Board of Directors monthly and annually; and makes recommendations to the Board of Directors as necessary.

The Chief Executive Officer is overall responsible for hiring, training and development of Staff to ensure they are equipped with the tools, knowledge, and capabilities to carry out their work safely and efficiently. The Chief Executive Officer is responsible for creating and maintaining a safe and positive working environment for all Staff. They will engage Staff regularly and inspire high moral and ethical

standards; and they will ensure all human resource activities are in compliance with policies and State of Florida statutory requirements.

The Chief Executive Officer is responsible for developing master plans for all three Airports that incorporate strategic initiatives focused on Tenant needs, Airport Users, market trends, and future business forecasts. They will keep Airport Layout Plans current, collect relevant data and develop a Capital Investment strategy for Improvements that ensures compliance with Federal Aviation Administration and State of Florida Transportation standards. The Chief Executive Officer will participate in Community Development Boards and Committees to provide outreach opportunities and solicit partnership of various Organizations in the development of New Business Opportunities.

The Chief Executive Officer will serve as the Spaceport Launch Site Manager. They will develop a Masterplan, Staffing Plan, and separate budget for the new Spaceport, and begin developing new business opportunities specific to the Spaceport. They will ensure compliance with the Launch Site Operators license and partner with other Agencies in the development of this new and exciting opportunity.

The duties listed above are intended only as general illustrations of the various types of work that are expected to be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Minimum Qualifications

Qualified candidates will have a bachelor's degree in a relevant field (e.g., aviation, science, engineering, business administration, or transportation). Candidates should also have 12+ years of aviation experience with demonstrated knowledge and skills in a supervisory executive role. Either a C.M. or A.A.E. preferred but not required.

Must possess a valid driver's license upon hire and a Florida State Driver's License within 90 day of hire date.

Salary and Benefits

The salary and benefits package for this position is commensurate with experience and qualifications. The Salary range in consideration for this position is \$130,000 - \$175,000 and is accompanied by an attractive benefits package.



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM A

Discussion and Selection of New Chairman and Vice Chairman for the Airport Authority Board of Directors

BACKGROUND

Airport Authority Board Members are appointed for a three year term in which Authority Officer positions are filled by Board of Director's selection each year.

Mr. Sansom stepped down as Chairman and currently, Mr. Craig is the acting Chairman. The Board will need to formally elect a new Chairman and a new Vice Chairman.

ISSUES

Per the Enabling Legislation, any person can hold two or more positions and the only stipulation is that the Chairman cannot also be the Secretary.

ALTERNATIVES

The Airport Authority Board of Directors could select any of the Board Members for positions.

FISCAL IMPACT

None at this time.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) select a new Chairman and Vice Chairman, and (3) authorize an Authority Officer or the Interim Airport Director to execute the necessary documentation upon satisfactory review by legal counsel.



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION - NEW BUSINESS ITEM B

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

BACKGROUND

Global Aviation Management has requested an Amendment to extend their lease on Building 51 for another year, with two six month extensions, if needed.

ISSUES

None Identified.

ALTERNATIVES

The Airport Authority Board could approve or decide not to approve the proposed Amendment to the lease.

FISCAL IMPACT

The fiscal impact to the Airport Authority would be \$36,756.72 annually, or \$3,063.06 a month for one year, with two six month options, if needed, plus any applicable taxes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Amendment to the lease for Building 51 at TIX, and (2) authorize an Authority Officer or the Interim Airport Director to execute the necessary documentation upon satisfactory review by legal counsel.

**FOURTH AMENDMENT TO
LEASE AGREEMENT EFFECTIVE FEBRUARY 23, 2015**

The **TITUSVILLE-COCOA AIRPORT AUTHORITY**, as the governing body of the Titusville Cocoa Airport District, a special taxing district existing by and under the laws of the State of Florida (the "**Lessor**"), and **GLOBAL AVIATION MANAGEMENT, INC.**, a Florida corporation whose current mailing address is 15780 Sunward Street, Wellington, FL 33414 (the "**Lessee**"), have entered into this Fourth Amendment to Lease Agreement Effective February 23, 2015 (the "**Amendment**") on the Effective Date of this Amendment, which shall be deemed by the Parties hereto to be September 1, 2020. Lessor and Lessee are collectively referred to as the "**Parties**," and the Parties do hereby agree as follows:

WITNESSETH:

WHEREAS, the Parties previously entered into a lease agreement with an Effective Date of February 23, 2015 (the "**Original Lease**") for the lease of certain real property located at the Space Coast Regional Airport (TIX) and specifically defined in and by the Original Lease; and

WHEREAS, the Parties also previously entered into an Amendment to Lease on or about July 29, 2015 (the "**First Amendment**"), which modified the terms of the Original Lease as set forth in the First Amendment by adding an additional lease period and rent related thereto; and

WHEREAS, the Parties also previously entered into a second Amendment to Lease on or about September 1, 2017 (the "**Second Amendment**"), which modified the terms of the Original Lease as set forth in the Second Amendment by adding another additional lease period and rent related thereto; and

WHEREAS, the Parties also previously entered into a "Third Amendment to Lease Agreement Effective February 23, 2015" with an effective date of September 1, 2018 (the "**Third Amendment**"), which modified the terms of the Original Lease as set forth in the Third Amendment (Original Lease together with the First Amendment, Second Amendment and Third Amendment identified together herein as the "**Lease**") by adding another additional lease period and increasing rent related thereto; and

WHEREAS, although by way of the Third Amendment, the Lease was set to terminate at midnight on August 31, 2020, the Parties are currently operating pursuant to the Lease and agree that the Lease remains in full force and effect as of the date of this Amendment, particularly since the Parties agree the Effective Date of this Amendment shall be September 1, 2020, which will ensure the Lease did not expire on its own terms; and

WHEREAS, Lessee and Lessor desire to amend the terms of the Lease to: (1) add an additional rental term and option periods thereby extending Lessee's right to possession under the Lease, and (2) identify the rental rate for said additional Lease period and options periods, if exercised.

NOW, THEREFORE, in consideration of the premises and the Parties' mutual covenants, the Parties mutually and voluntarily agree as follows:

1. The Parties agree and acknowledge that the above "WHEREAS" clauses are true, correct and accurately reflect the current status of the landlord-tenant relationship between them.

2. The Lease shall be amended as follows:

- (a) Paragraph 1.10 of Article I of the Lease, entitled "Additional Term", shall be deleted in its entirety, including the heading, and the following paragraph inserted in its place:

"1.10 Additional Term. In addition to the Initial Term in Paragraph 1.9 of the Lease, above, the Lease has already been extended three times by three separate amendments executed by Lessor and Lessee. In addition to those extensions, Lessor hereby grants to Lessee an additional term of twelve (12) months beginning September 1, 2020 and ending at midnight on August 31, 2021, unless sooner terminated in accordance with the terms and provisions of the Lease (the "2020-21 Additional Term"). Additionally, Lessor further grants to Lessee options to extend the Lease for two (2) additional and consecutive six-month periods from: (a) September 1, 2021 through midnight on February 28, 2022, and (b) March 1, 2022 through midnight on August 31, 2022, respectively (the "Extension Periods" or each an "Extension Period") subject to the terms and conditions herein. In order to exercise any of the options provided hereunder, Lessee must not be in default of the Lease in any fashion and must provide advanced, written notice to Lessor of its exercise of such option at least sixty (60) days prior to the expiration of the Lease. Additionally, should Lessee fail or elect not to exercise its option to extend the Lease for the first Extension Period, Lessee shall lose the right to exercise its option for the subsequent Extension Period."

- (b) Paragraph 2.3 of Article II of the Lease, entitled "Calculation of Rent during 2019-20 Additional Term", shall be deleted in its entirety, including the heading, and the following paragraph inserted in its place:

"2.3 Calculation of Rent during 2020-21 Additional Term. Annual base rent for the demised Premises hereunder during the 2020-21 Additional Term, as defined in paragraph 1.10, above, shall be Thirty-Six Thousand seven hundred fifty-six Dollars and 72/100 (\$36,756.72) to be paid to Lessor by Lessee in advance monthly installments of \$3,063.06 per month, plus applicable Brevard County sales tax. Lessee shall remit each total monthly payment of \$3,262.16 (current rate) directly to Lessor in the same fashion set forth in paragraph 2.1, above."

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- (c) Paragraph **2.5** of **Article II** of the Lease, entitled "CPI Increase," shall be deleted in its entirety, including the heading, and the following paragraph inserted in its place:

"2.5 CPI Increase. Should Lessee timely and validly exercise the option to extend this Lease for one or both Extension Periods, any rent due Lessor from Lessee under this Lease, including without limitation base rent, may be increased for the Extension Period(s) at Lessor's sole discretion by a percentage equal to the percentage increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items and Major Group Figures (1982-84=100), published by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI Index") for the previous one (1) year period beginning July 1, 2020 and ending June 30, 2021. Notwithstanding anything contained herein to the contrary, the percent increase of any rent payable under this Lease for the Extension Period(s) shall be not less than two (2%) percent nor more than five (5%) percent. As an example, if the CPI Index changed by 1% during the one-year period from July 1, 2020 to June 30, 2021, then any rent due Lessor from Lessee during the Extension Period(s) would be automatically increased by two percent (2%). For clarity, the CPI increase as set forth in this paragraph shall apply one time only for the Extension Period(s) at the commencement of the first Extension Period regardless of whether Lessee exercises one or both of its options to extend.

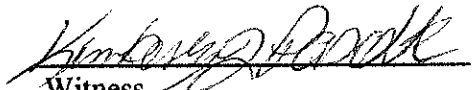
It is understood that the CPI Index referred to in this Lease is now being published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor. Should said Bureau of Labor Statistics change the manner of computing the CPI Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the CPI Index to the one previously in use and adjustment to the new index shall be made on the basis of such conversion factor. Should the publication of a CPI Index be discontinued by said Bureau of Labor Statistics, then such other index as may be published by such Bureau most nearly approaching said discontinued CPI Index shall be used in making the adjustments provided for herein. Should said Bureau discontinue the publication of an index approximating the CPI Index herein contemplated, then such index as may be published by another United States Governmental Agency as most nearly approximates the CPI Index shall govern and be substituted as the index to be used, subject to the application of an appropriate conversion factor to be furnished by the Governmental Agency publishing the adopted index. If such Governmental Agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new index, and in the event the parties cannot reach such an agreement as to a conversion factor or new index, then one or both of the parties may



submit the matter to a court of competent jurisdiction serving Brevard County, Florida for resolution."

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

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


Witness


Witness

**TITUSVILLE-COCOA AIRPORT
AUTHORITY**

By: 

Justin Hopman, ACE
Interim Airport Director

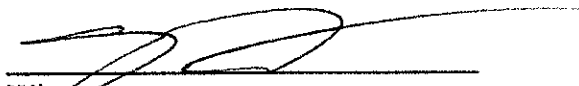
Approved as to Form and Legality this _____
Day of _____, 2021.

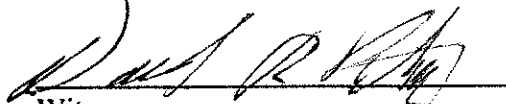
WhiteBird, PLLC

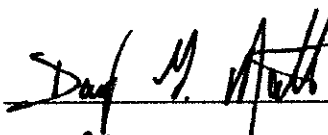
By: _____
Adam M. Bird, Esq., Counsel/Titusville-Cocoa
Airport Authority

* * *

**GLOBAL AVIATION
MANAGEMENT, INC.**


Witness


Witness

By: 
As Its: PRESIDENT

Print Name: Douglas G. Matthews





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MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM C

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

BACKGROUND

Michael Baker International and AVCON have both supplied their general consulting rates for supplemental staff services, as needed, to assist the Airport Authority during the transition.

ISSUES

None identified at this time.

ALTERNATIVES

The Airport Authority Board could discuss exactly what services it wishes to have the consulting firms work on during the transition, or simply have the firms ready to go as an issue presents itself.

FISCAL IMPACT

It would be dependent on the level and time of engagement for a particular task.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) acknowledge and approve the firms' rates and services to provide, authorize the Interim Airport Director to use the firms as approved by the Board, and (2) authorize an Authority Officer or the Interim Airport Director to execute the necessary documentation upon satisfactory review by legal counsel.



AVCON, INC. ENGINEERS & PLANNERS

March 12, 2021

5555 E Michigan Street, Suite 200
Orlando, Florida 32822
Phone 407.599.1122
Fax 407.599.1133
www.avconinc.com

Justin Hopman, ACE
Interim Airport Director
Titusville-Cocoa Airport Authority
11 Bristow Way
Titusville, FL 32780

RE: Engineering and General Consulting Services

Mr. Hopman,

AVCON, INC. (AVCON) is pleased to submit the attached engineering and general consulting services rates. AVCON is a full-service engineering and planning firm specializing in airports, transportation, facilities, and site development projects. With over 30 years of airport general consulting, on-call services, design, and planning experience at more than 100 airports throughout the southeast, including TICO's three airports, AVCON's staff of over 100 professionals has completed essentially every type of airport project. These projects range from airfield pavement designs, lighting and NAVAIDs to airport master plans and condition assessments, hangar developments, terminal improvements, security projects, roadway designs, and utility and stormwater improvements. AVCON also provides special services related to airfield lighting evaluation, lightning protection and electrical vault arc-flash and capacity studies utilizing in-house testing equipment and fully trained staff.

AVCON also brings strong Mechanical/Electrical/Plumbing and Fire Protection (MEPFP) engineering expertise to the Authority. AVCON staff has expertise in all types of MEPFP projects ranging from new construction to all levels of refurbishments and replacements. AVCON has designed MEP and Fire Protection systems for Terminals, Hangars, and ARFF facilities and is well versed in relevant code requirements. AVCON also brings some unique expertise in special systems such as Aircraft Passenger Boarding Bridges, 400 HZ systems, Pre-conditioned Air, Entry and Exit Checkpoint infrastructure, and Access Control and Video Surveillance Systems. The Team is also knowledgeable about Life Safety and Electrical Outage Requirements during construction.

AVCON has built its reputation on delivering innovative and practical engineering solutions to clients throughout the Southeast. These solutions blend both economic and technological elements to provide an effective approach to all of the firm's projects. Whether working on a building facility, roadway, or airfield, AVCON offers high-level technical expertise based on more than three decades of hands-on experience—ensuring the job is done right the first time. AVCON prides itself on partnering with clients in **Transforming Today's Ideas into Tomorrow's Reality**.

As requested, AVCON has provided hourly rates for general consulting services as well as updated resumes for key individuals. We are pleased to reaffirm our personal and corporate commitment to the Authority. Should you have any questions or need any additional information please do not hesitate to give me a call on my cell at (321) 246-0712 or by email at rhambrecht@avconinc.com. Sincerely,

AVCON, INC.


Rob Hambrecht, PE
Senior Project Manager

OFFICE LOCATIONS

Orlando, FL	Melbourne, FL
Boca Raton, FL	Miami, FL
Charlotte, NC	Niceville, FL
Clearwater, FL	Tampa, FL
DeLand, FL	Tavares, FL
Ft. Lauderdale, FL	Wilmington, NC
Ft. Myers, FL	West Columbia, NC
Jacksonville, FL	Winston-Salem, NC

AVIATION SERVICES

- Federal/State Grant Administration Support
- FAA/FDOT Coordination
- Cost Estimating and Independent Fees
- Airport Planning, Master Plans, and Layout Plans
 - Noise Studies
 - Environmental Planning (CATEX, Focused EA, Wildlife Hazard Management Plan)
 - Hangar Studies
 - Parking Studies
 - DBE Plans
 - Feasibility Studies
 - Airspace/Obstruction Evaluations
- Airfield Design
- Airfield Lighting and NAVAIDs
- MRO Hangar Design
- Utility Infrastructure
- MEP / Fire Protection
- Security and Access Control
- Civil Engineering and Site Design
- Industrial and Commerce Parks
- Roads and Multimodal Improvements
- Construction Management

Titusville Cocoa Airport Authority
AVCON General Consulting Rates
2021

<u>Category</u>	<u>Rate</u>
Project Manager	\$190
Tim Shea	\$150
Sr. Airport Planner	\$150
Sr. Airport Engineer/ Civil Engineer	\$175
Sr. Roadway Engineer	\$160
Sr. Structural Engineer	\$165
Senior Airfield Lighting/ NAVAID Specialist	\$130
Airport Engineer/ Civil Engineer	\$110
Airport Planner	\$110
MEP/Fire Protection Chief Engineer	\$160
Senior Engineer	\$140
Engineer	\$110
CAD Tech	\$100
Admin	\$75
RPR	\$110
Subconsultants	Available as needed

All AVCON staff shown in this rate sheet are available from the Orlando and/ or Melbourne office.



March 2021



ROB HAMBRECHT, PE Senior Project Manager



Mr. Rob Hambrecht has over 21 years of professional engineering and planning consulting experience in almost every aspect of aviation and roadway projects, including project funding assistance, conceptual development, project management, contracts, budgeting, engineering design, specification and plan preparation, cost estimates, utility coordination, construction administration, inspection and closeout. He has a strong background in construction and is well rounded with a successful history of project design and construction administration.

Relevant Project Experience:

RUNWAY 9-27 EMERGENCY REPAIRS

Space Coast Regional Airport, Titusville, FL

Project Manager | On Sunday, March 17th, Valiant Air Command (VAC) hosted the 2019 Space Coast Warbird Airshow at the Space Coast Regional Airport in Titusville, FL. During the show, a Jet Truck caught fire on Runway 9-27. A large amount of jet fuel spilled onto the asphalt where the flames reached temperatures so hot, metal from the truck melted into the pavement. AVCON was on the scene within an hour of being contacted and provided an assessment and expedited repair plan. By 8 a.m., Monday morning AVCON had a proposal from the contractor to do the repairs. By 9 a.m. the airport approved the plans, and by 10 a.m. AVCON was on site with the contractor milling and preparing the patch. By 5 p.m. the repairs were complete and airport operations reopened the runway. The C17 safely landed on schedule Tuesday morning.

RUNWAY RE-DEVELOPMENT PROGRAM - RUNWAYS 9L-27R, 5-23, AND 9R-27L

Orlando Melbourne International Airport, Melbourne, FL

Project Manager/Construction Manager/Resident Engineer | In late 2017, AVCON was enlisted to support a major re-development of all three runways at the airport. These represented the first rehabilitation of the runways in almost 20 years. The project roles included airfield lighting rehabilitation as part of the Runway 9L-27R Rehabilitation; Resident Project Representative support for Runway 5-23, and complete design and RPR services for the keystone project, Rehabilitation of Runway 9R-27L, the airport's 10,181-foot primary instrument runway. The projects each included mill and overlay with all new SuperPave® asphalt, completely new airfield LED lighting and signage, and new markings.

RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL

Project Manager/Construction Manager/Resident Engineer | The objectives of the project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were relocated and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

TAXIWAYS N AND A IMPROVEMENTS

Daytona Beach International Airport, Daytona Beach, FL

Project Manager/Construction Manager/Resident Engineer | This project included investigation/study, design, permitting, bidding, and construction phase services for the Taxiways November and Alpha Improvements project. Taxiway N is a parallel and primary taxiway servicing Runway 7L-25R and the air-carrier apron. Taxiway A was an angled taxiway that was realigned away from Taxiway N to a perpendicular alignment with Taxiway W. The objectives of the project were to extend the useful life of the taxiway pavements, to update the pavement geometry and to enhance the safety of air operations at the Airport. The lighting, marking and signage was also replaced/upgraded, and drainage improvements were made throughout the limits of the project.

Professional Development

Education:

BS Civil Engineering, 2001
State University of New York at Buffalo

Professional Registrations:

Professional Engineer, FL (#63985)

Professional Affiliations:

Society of American Military Engineers
(SAME)

Years Experience:

21

Years with AVCON:

8

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TIM SHEA, AAE Client Relationship Manager



Mr. Shea has over 48 years of experience in airport management including experience in airfield planning, construction, operations, property development and leasing. He holds a Master of Business Administration degree from Embry-Riddle Aeronautical University, is a Commercial Pilot with Instrument Rating, and a qualified FAA air traffic controller.

Professional Experience:

KISSIMMEE GATEWAY AIRPORT

Kissimmee, FL

Airport Director | Managed the daily operation of a rapidly developing general aviation airport. Responsible for tenant relations, public relations, long-range planning and development, and budget preparation and expense control. Acquired over \$8.5 million in grants for construction of airport infrastructure, including the ATCT and equipment. Directed a Part 150 Noise Study and an Airport Master Plan.

ORLANDO EXECUTIVE AIRPORT

Orlando, FL

Airport Manager | Coordinated the operation, maintenance and business functions of the 2nd busiest general aviation airport in Florida. Increased revenues in excess of \$1.5 million over a four-year period through development of non-aviation properties.

ORLANDO INTERNATIONAL AIRPORT

Orlando, FL

Director of Operations | Directed Airside and Landside Operations, Communications Center, Aviation Technical Services, International Arrivals, ARFF and Police divisions. Administered the daily activity of these divisions to assure compliance with FAA regulations.

Relevant Project Experience:

STUDY TO DEVELOP MARKET VALUES FOR AERONAUTICAL PROPERTIES – PHASES 1 AND 2

Zephyrhills Municipal Airport, Zephyrhills, FL

Project Manager | A Market Value Study was conducted to develop current annual rental costs for aeronautical parcels at the Zephyrhills Municipal Airport to provide a basis going forward to assist staff with establishing fair and equitable rents and charges for leasing space at the airport. In addition, a Space/Use Permit was drafted to facilitate staff's ability to lease airport property for short term uses.

COMPLIANCE STUDY

Kissimmee Gateway Airport, Kissimmee, FL

General Aviation Management Support | The City of Kissimmee is seeking to promote opportunities for economic development within as much of the City as possible. As Kissimmee Gateway Airport is a part of the City of Kissimmee, the City is naturally exploring what possibilities are available without encroaching on the core mission of the Airport. To that end, the City of Kissimmee approached AVCON to answer specific questions regarding the economic development of the Airport.

REVIEW OF AIRPORT MANAGEMENT AND BUSINESS PRACTICES

DeLand Municipal Airport, DeLand, FL

Project Manager | This project benchmarked the airport and business best management practices to those at five comparable general aviation airports. The study analyzed areas such as airport ownership, functions and roles of various staff positions, the organizational structure, staff training and retention, and communication and coordination with the Airport Advisory Committee and the City Commission. Recommendations were provided, as well as strategies to improve processes and to better understand the techniques being used and their effectiveness.

Professional Development

Education:

MBA Aviation, 1988

Embry-Riddle Aeronautical University

BS Aviation Management, 1978

Daniel Webster College

Years Experience:

48

Years with AVCON:

10

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MARY SODERSTRUM, AIA, NCARB

Senior Airport Planner



Mary Soderstrum, AIA, NCARB has over 41 years of professional experience as an airport planner and architect. She served as the Deputy Executive Director of Engineering and Planning at the Rhode Island Airport Corporation where she oversaw all engineering and planning projects for T.F. Green Airport, a small-hub airport, and five general aviation airports, including two reliever airports, North Central State and Quonset State. She has extensive expertise in airport master planning having completed over 45 Master Plans and Airport Layout Plan updates including over 25 at non-, small, medium, and large hub airports as well as many large hub airports overseas. Additionally, she has been a facilities programmer and aviation activity forecaster. She also has extensive experience in the forecasting, planning, and design of aviation facilities including passenger terminals, airside facilities, terminal renovation, and airport expansion programs. She was part of separate teams that wrote the FAA Advisory Circular 150/5070-6 Airport Master Plans, and the FDOT Airport Master Plan Guidebook.

Relevant Project Experience:

INTERIM AIRPORT LAYOUT PLAN UPDATE AND TAXIWAY N JUSTIFICATION REPORT

Daytona Beach International Airport, Daytona Beach, FL

Senior Airport Planner | The project included the review of record

drawings, interviews with Airport staff, visits to the site and a field

analysis of the existing conditions pertinent to the project. The data

from record drawings of previous related projects was collected, reviewed, compiled and summarized. The team also

reviewed related documents such as the Airport Master Plan, Airport Layout Plan, Pavement Management Study,

Wildlife Hazard Plan, Stormwater Master Plan, aerial data, etc. These elements were combined to create the latest ALP

sheet. Furthermore, in order to compete for funding, the FAA requested that the Airport provide additional justification

for certain elements of the Taxiway N project prior to submitting the grant application. Examples of these elements

include the width of the taxiway as well as the locations of each of the taxiway connectors. Therefore, this task included

additional planning and engineering justification elements for Taxiway N Geometry, Taxiway N Width Justification, and

Taxiway N Connectors Justification.

MASTER PLAN UPDATE

Okeechobee County Airport

Project Manager | This study considered future airport improvements for the 20-year period of 2017 to 2036. Specifically, this Master Plan Update addressed updates to the 2007 Master Plan, identified the location and types of facility improvements needed, provided a capital improvement plan that addresses project phasing and financial needs, and developed an Airport Layout Plan (ALP) that graphically depicts existing and future developments.

FOCUSED ENVIRONMENTAL ASSESSMENT

Ormond Beach Municipal Airport, Ormond Beach, FL

Project Manager | The purpose of this study was to evaluate potential environmental impacts that would result from the build-out of the NW and SW Development Areas of OMN and provide National Environmental Policy Act (NEPA) level process and documentation.

MASTER PLAN UPDATE

Leesburg International Airport, Leesburg, FL

Project Manager | This update entailed a comprehensive analysis of current Airport facilities, determination of trends and activities affecting the Airport, existing and future Airport land use, and pavement condition, as well as evaluation of runway length, strength, and navigational requirements. The MPU resulted in an analysis of airside and landside development alternatives, the preparation of a potential funding plan, and the update of the Airport Layout Plan set to guide future development on the Airport.

Professional Development

Education:

Bachelor of Architecture, 1976
University of Kansas

B.S. Environmental Design, 1975
University of Kansas

Professional Registrations:

Professional Architect, FL (#0012255)

Years Experience:

41

Years with AVCON:

10

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CONSULTING SERVICES AGREEMENT SUPPLEMENTAL SERVICES

THIS CONSULTING SERVICES AGREEMENT - SUPPLEMENTAL SERVICES (this "Agreement") is made and entered into as of the 19th day of April, 2018 (the "Effective Date"), by and between the **TITUSVILLE-COCOA AIRPORT AUTHORITY**, with offices located at 355 Golden Knights Blvd., Titusville, Florida 32780 (hereinafter referred to as "TCAA"), and **AVCON, INC.**, with offices located at 5555 East Michigan St., Ste. 200, Orlando, Florida 32822 (hereinafter referred to as "AVCON"). Collectively, TCAA and AVCON are hereinafter referred to as "the Parties."

Witnesseth:

WHEREAS, TCAA desires AVCON to provide certain professional consulting services for Space Coast Regional Airport, Merritt Island Airport, and/or Arthur Dunn Airpark, on an "as needed" basis and as described in separate written agreements related hereto pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, TCAA desires to utilize AVCON's services as needed to supplement those already being provided TCAA by Michael Baker International, Inc. under a separate consulting services agreement.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued written agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Provision of Services/Method of Authorization**

1.1 This Agreement provides the terms upon which TCAA may avail itself of the professional consulting services of AVCON as needed from time to time over the period of time specified hereinafter (the "**Services**").

1.2 AVCON agrees to provide, in accordance herewith, the professional consulting Services described in each task order (the "**Task Order**") issued hereunder. Each Task Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Task Order shall contain a Project (as defined below) description, a detailed scope of Services including without limitation any subconsultants or other third parties to be utilized for the Project, Project schedule (when applicable), payment terms with corresponding deliverables and/or milestones and special provisions or conditions specific to the services or project being authorized (the "**Project**"). In the event of a conflict between this Agreement and any Task Order issued hereunder, the terms of the Task Order shall govern. For each authorized Task Order, AVCON shall endeavor to use the services of qualified local consulting firms as necessary to assist AVCON in providing the requested Services.

1.3 AVCON's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry; however, AVCON cannot guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If TCAA wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by TCAA will be considered additional services and entitle AVCON to additional compensation which shall be negotiated and mutually agreed upon by the Parties and set forth in a Task Order as defined hereunder.

1.4 If the Services are to include services during construction, any construction inspection or testing provided by AVCON is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. AVCON neither guarantees nor insures any contractor's work nor assumes responsibility for (a) the means, methods or materials used by any contractor, (b) Project site safety, or (c) any contractor's compliance with laws and regulations. TCAA agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.

1.5 The Services shall be performed by AVCON with reasonable care, skill and diligence in accordance with generally accepted professional practice. Other than as expressly set forth herein, AVCON makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement.

2. TCAA's Responsibilities

2.1 TCAA shall provide full information regarding its requirements for the Services or Project and shall arrange for AVCON's, its agents' and subconsultants' access to the site of work.

2.2 TCAA shall designate a representative authorized to act in its behalf with respect to the Services or Project. TCAA's authorized representative shall examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents submitted by AVCON or furnish information required of TCAA and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of AVCON's Services.

2.3 TCAA shall provide AVCON, its agents and subconsultants reasonable access to its records to the extent necessary to perform AVCON's obligations hereunder. If any off-site investigations are required, it shall be TCAA's responsibility to secure the required access rights from site owners.

3. Term of Agreement

For purposes of execution of any Task Orders or other amendments to this Agreement, the term of this Agreement shall be from the Effective Date through April 30, 2023, unless sooner terminated as provided herein or extended by a written instrument signed by both Parties. For purposes of completion of work that was authorized by execution of an Task Order or other amendment(s) prior to said date, the term of this Agreement shall continue until said work has been completed, unless the Agreement is sooner terminated as provided herein.

4. Compensation and Method of Payment.

4.1 TCAA shall compensate AVCON for the Services on the basis set forth in each separately issued Task Order or other amendment.

4.2 TCAA shall pay any sales or similar tax levied by any governmental authority on professional or other services or materials provided under this Agreement.

4.3 AVCON shall invoice TCAA not more often than every four weeks for all Services rendered and Reimbursable Expenses (as defined below) incurred pursuant to this Agreement, and each invoice shall be due and payable within 30 calendar days unless other arrangements have been made in advance.

4.4 Compensation due AVCON under this Agreement is due and payable to its corporate offices, whose address is AVCON, INC., 5555 East Michigan St., Ste. 200, Orlando, Florida 32822, or at such other location as may be specified by AVCON in writing.

5. Delays/Changes

5.1 Any delay or default in the performance of any obligation of AVCON under this Agreement resulting from any cause beyond AVCON's reasonable control shall not be deemed a breach of this Agreement.

5.2 During the performance of the Services hereunder, TCAA shall have the right, by written instrument, to make changes in, deletions from, or to require additions to the Services (hereinafter collectively referred to as "**Changes**"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by AVCON, then, upon completion of such additional services, AVCON shall be entitled to an equitable increase in compensation for additional services rendered due to such Changes. The compensation for additional services shall be agreed upon in writing by the Parties prior to the performance of the additional services. The compensation may be a lump-sum payment of a specific amount, compensation on an hourly-rate basis, or other method of compensation agreed upon by the Parties.

6. Reimbursable Expenses Defined. Reimbursable Expenses are defined as actual expenditures made by AVCON or its subconsultants in the interest of the Services or Project including but not limited to:

Reproduction and printing charges of all types for project-specific documents, overnight express shipping charges, project-specific fees paid by AVCON to permitting authorities and utilities, and miscellaneous items purchased by AVCON for the project which are specifically authorized in advance by TCAA.

For AVCON, travel within Brevard and Orange Counties, mail, telephone, internet, computer time, and minor office photocopying for general correspondence are normal business expenses included in general overhead, and are not Reimbursable Expenses. For subconsultants, arrangements for reimbursement of expenses vary. Such arrangements shall be described in detail in the description of subconsultant fees in the Task Order or other written amendment, including attachments to the same.

7. Insurance

7.1 AVCON shall maintain, to the extent reasonably available, the following insurance coverage during the performance of its Services under this Agreement:

Workers' Compensation	Statutory
Employers' Liability	
Each accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000
Commercial General Liability (including contractual and fire damage)	
General Aggregate	\$2,000,000
Products-Comp/OP Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expenses per person	\$10,000
Automobile Liability (any auto, hired autos and non-owned autos)	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Professional Liability (including errors and omissions & Expanded Pollution Coverage)	
Per Claim	\$1,000,000
Aggregate	\$1,000,000

7.2 AVCON shall provide the TCAA with a Certificate of Insurance indicating that the above-described coverages are in effect, and shall arrange for its insurance agent to provide the TCAA with an updated Certificate of Insurance each year, when the policies are renewed.

8. Use of Documents and Electronic Deliverables.

8.1 All documents are instruments of service in respect to this Project, and AVCON shall retain an ownership and property interest therein (including the right of reuse at the discretion of AEC) whether or not the Project is completed. Electronic files of text, data, graphics, or other

types (“**Electronic Deliverables**”) that are furnished by AVCON to TCAA are furnished for the convenience of TCAA. However, the Electronic Deliverables are subject to error and can be modified or corrupted without the knowledge or authorization of AVCON. Therefore, in the event of any discrepancy between the Electronic Deliverables and the signed and sealed printed copies (the “**Hard Copies**”) of the documents furnished to TCAA, the Hard Copies shall govern and TCAA’s use of the Electronic Deliverables is at TCAA’s own risk.

8.2 When transferring Electronic Deliverables, AVCON makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AVCON during the project.

8.3 TCAA may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by TCAA. Such Electronic Deliverables are not intended or represented to be suitable for reuse by TCAA or others on extensions of the Project or on any other project. AVCON retains ownership of all documents and Electronic Deliverables and is providing such documents and Electronic Deliverables for TCAA’s use only for this Project. TCAA is not authorized to use, reuse, or modify the documents or Electronic Deliverables for any other use or purpose. Any such reuse or modification without written verification or adaptation by AVCON, as appropriate for the specific purpose intended, shall be at TCAA’s sole risk and without liability or legal exposure to AVCON or its subconsultants.

8.4 TCAA shall have the unconditional right to receive, at any time upon request, a copy of all electronic files stored on AVCON’s principal computer that pertain specifically to the TCAA. Such files generally consist of AutoCAD drawings; Word, WordPerfect, Excel, and PDF documents, and image files. These files are backed up regularly and the back-up copies are stored off-premises, but all of the files reside in the principal computer hard drive. In the event that AVCON personnel are unable to provide a copy of the electronic files to the TCAA (due to accident, injury, or other limitation), TCAA is authorized to retain and utilize a third party of its choosing to assist in obtaining and delivering the files to the TCAA.

8.5 Nothing in this section shall supplant or otherwise modify TCAA’s obligations to maintain and produce for inspection public records as set forth in chapter 119, Florida Statutes. Additionally, as a contractor/consultant for TCAA, AVCON itself is or may be subject to the provisions of chapter 119, Florida Statutes, regarding public records. TCAA makes no representations to AVCON regarding the application of chapter 119, Florida Statutes, to AVCON, and AVCON acknowledges and represents that it is familiar with and will comply with all of its obligations under chapter 119, Florida Statutes. To the extent they are able, the Parties agree to assist one another with fulfilling any obligations under chapter 119, Florida Statutes, that either may have as a result of or related to this Agreement.

9. **Hazardous Site Conditions.** TCAA recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Unless specifically agreed to in a specific amendment hereto, AVCON has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

10. Confidentiality. Subject to Section 8.5, above, and chapter 119, Florida Statutes, AVCON agrees to keep confidential and not to disclose to any person or entity, other than AVCON's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by AVCON or furnished to AVCON and marked "Confidential" by TCAA. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict AVCON from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for AVCON to defend itself from any suit or claim. TCAA agrees that the technical methods, techniques and pricing information contained in any proposal submitted by AVCON pertaining to the Project or in this Agreement or any amendment hereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of AVCON.

11. Equal Opportunity Employer. AVCON is an equal opportunity employer. AVCON does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

12. Contingent Fees. AVCON warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for AVCON, whose fee, commission, percentage, gift, or other consideration from AVCON is contingent upon, or results from, that person's or entity's procuring this Agreement.

13. Controlling Law/Venue. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any disputes arising from this agreement shall be Brevard County, Florida to the exclusion of all other jurisdictions and venues.

14. Waiver of Jury Trial. TCAA and AVCON hereby knowingly, voluntarily, and intentionally waive the right either of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

15. Dispute Costs. In any litigation arising from this Agreement, the prevailing party may recover costs, expenses and attorneys' fees from the non-prevailing party including without limitation reasonable attorneys' fees incurred on appeal and in litigating entitlement to and/or amount of attorneys' fees to be awarded.

16. Successors and Assigns. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

17. **Entire Agreement.** This Agreement together with each separate Task Order and/or the exhibits thereto or other written amendment, constitute the entire and integrated Agreement between AVCON and TCAA and supersedes all prior negotiations, representations or agreements, either written or oral as to the subject matter hereof. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

18 **Severability.** If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. **Notices.** Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be sent via electronic delivery, delivered in person, sent by United States First Class Certified or Registered Mail, Return Receipt Requested, postage prepaid, or sent by a reputable overnight courier service, and shall be addressed to either party at the address as herein above given, or at the current e-mail address for electronic delivery. Any notice shall be deemed delivered upon hand delivery, receipt of an acknowledging reply for electronic delivery, three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

20. **No Partnership.** Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between TCAA and AVCON, and they are and shall remain independent contractors one as to the other.

21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 29).** AVCON certifies, by submission of its proposal and acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency. It further agrees that by executing this Agreement, it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where AVCON or any lower tier participant is unable to certify this statement, it shall attach an explanation to the salient document which shall remain a part thereof.

22. **Certification Regarding Foreign Trade Restrictions (49 CFR Part 30).** AVCON and any subconsultant, by submission of an offer and/or execution of a contract related to any Task Order or other amendment hereto, certifies that it:

22.1 Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

22.2 Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

22.3 Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to AVCON or any subconsultant who is unable to certify to the above. If AVCON knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the TCAA, cancellation of the contract at no cost to the government.

Further, AVCON agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. AVCON may rely upon the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

AVCON shall provide immediate written notice to the TCAA if it learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide immediate written notice to AVCON, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that AVCON or any subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the TCAA, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of AVCON is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

23. Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

24. Breach of Contract Terms. Any violation or breach of the terms of this Agreement on the part of AVCON or its subconsultants and/or agents may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties hereto. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. (49 CFR Part 18).

25. Access to Records and Reports. AVCON shall maintain an acceptable cost accounting system. AVCON agrees to provide the TCAA, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of AVCON which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions. AVCON agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all other pending matters are closed. (49 CFR Part 18.36(i)).

26. Rights to Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the TCAA of the federal grant under which this contract is executed, if any. Information regarding these rights is available from the FAA and the TCAA. (49 CFR Part 18.36(i)(8)).

27. Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions. AVCON assures 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 with or benefiting from federal assistance. This provision obligates the AVCON or its transferee for the period during which federal assistance is extended to TCAA, except where federal assistance is monetary, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates AVCON or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

28. Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements (49 CFR Part 21). During the performance of this Agreement, AVCON, for itself, its assignees and successors in interest (hereinafter referred to as the "**Contractor**") agrees as follows:

28.1 Compliance with Regulations. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

28.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

28.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Contractor of its obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

28.4 Information and Reports. Contractor shall provide all information and reports required by regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TCAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the TCAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

28.5 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the TCAA shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

28.5.1 Withholding of payments to Contractor under the Agreement until the Contractor complies, and/or

28.5.2 Cancellation, termination, or suspension of the Agreement, in whole or in part.

28.6 Incorporation of Provisions. Contractor shall include the provisions of paragraphs 28.1 through 28.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the TCAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction from TCAA, Contractor may request the TCAA to enter into such litigation to protect the interests of the TCAA and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. Termination of Contract

29.1 This Agreement may be terminated without cause by either party upon thirty (30) days written notice. In the event of termination, AVCON shall be compensated, as provided herein, for Services performed through the effective date of such written notice of termination, together with Reimbursable Expenses due and for all expenses directly attributable to termination.

29.2 If the Project is suspended for more than thirty (30) consecutive days, AVCON shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, AVCON's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of AVCON's Services.

30. Disadvantaged Business Enterprises. Contract Assurance (49 CFR Part 26.13). AVCON or its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. AVCON shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by AVCON to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR Part 26.29). AVCON agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment AVCON receives from the TCAA. AVCON agrees further to return any retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed and receipt of final payment AVCON receives from the TCAA for the services of said subconsultant's satisfactorily completed work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the TCAA. This clause applies to both DBE and non-DBE subconsultants.

31. Lobbying and Influencing Federal Employees (49 CFR Part 20, Appendix A)

31.1 No federal appropriated funds shall be paid, by or on behalf of AVCON, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant or any modification(s) thereof.

31.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, AVCON shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.


32. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be executed by one or both of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon both of the Parties hereto.

33. Indemnification. AVCON shall indemnify and hold harmless TCAA and its officers, directors, employees and agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, that TCAA or its officers, board members, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement and stemming from or related to the acts or omissions, whether intentional or unintentional, of AVCON or its employees, agents, servants, partners, principals, contractors, subcontractors, subconsultants or invitees. AVCON shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of TCAA, including appellate proceedings, and AVCON shall pay all costs, judgments and reasonable attorney's fees which may be incurred in relation thereto. AVCON expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by AVCON shall in no way limit the responsibility to indemnify, hold harmless and defend TCAA and its officers, employees, agents, and instrumentalities as provided herein. AVCON's obligations hereunder shall survive the termination of this Agreement. Nothing in this paragraph is intended to or does limit or modify TCAA's right to assert sovereign immunity or any other form of governmental immunity in any claim or action against it, including without limitation the rights of TCAA under section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

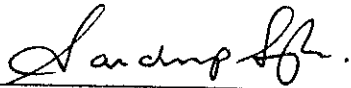
**TITUSVILLE-COCOA
AIRPORT AUTHORITY**

AVCON, INC.

By: 

Typed Name: Michael Powell, C.M., ACE

Title: Chief Executive Officer

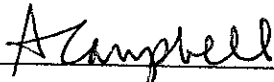
By: 

Printed Name: Sandeep Singh

Title: President

ATTEST:

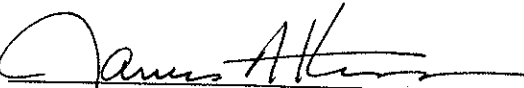
ATTEST:

By: 

Typed Name: Ashley Campbell

Title: Mgr. of Finance and Grant Admin.

[CORPORATE SEAL]

By: 

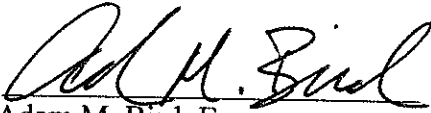
Printed Name: JAMES A. KRISS

Title: SECRETARY

[CORPORATE SEAL]

Approved as to form and legality
this 27 day of April, 2018.

GrayRobinson, P.A.

By: 
Adam M. Bird, Esq.
TCAA Legal Counsel

Michael Baker
INTERNATIONAL

Michael Baker International
515 N. Flagler Drive, Suite 303
West Palm Beach, FL 33401
561.812.6400

March 9, 2021

Mr. Justin Hopman
Interim Airport Director
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, Florida 32780
via email jhopman@flairport.com

**Subject: Titusville-Cocoa Airport Authority
Michael Baker International Supplemental Staff Services
Task Order Authorization Transmittal**


Dear Mr. Hopman:

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

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

Sincerely,

MICHAEL BAKER INTERNATIONAL


Aaron McDaniel, P.E.
Associate Vice President

ADM/nl
Enclosure
cc: TICO, via email File

TITUSVILLE-COCOA AIRPORT AUTHORITY
TASK ORDER FOR PROFESSIONAL SERVICES
FOR
MICHEAL BAKER INTERNATIONAL SUPPLEMENTAL STAFF
AT
SPACE COAST REGIONAL AIRPORT

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

Description of Assignment:

Michael Baker International will provide additional Design Services and Construction Phase Services, as described in **Exhibit A - Scope of Work (attached)**, for the **MICHEAL BAKER INTERNATIONAL SUPPLEMENTAL STAFF** Services at **SPACE COAST REGIONAL AIRPORT**.

Basis of Compensation/Period of Services:

The compensation shall be at the hourly rates as described in **Exhibit A – HOURLY RATES (attached)** and all Subcontractor work will be billed with no markup.

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

For: **TITUSVILLE-COCOA
AIRPORT AUTHORITY**

For: 
MICHAEL BAKER INTL., LLC.

Date: _____

Date: 3/10/21

Exhibit A - Scope of Work

Exhibit “A” - Scope of Services

Understanding

Background

During this transition period TCAA will require supplemental staff to ensure a smooth changeover and continued smooth operations.

Tasks

The proposed services are broken down into four Tasks.

Task 1 – Transition

During this time Michael Baker International (MBI) will provide staff to:

- Develop and implement a grant tracking system.
- Review Requests for Payment for accuracy and correctness.

Task 2 – General Consulting

- Analysis of airport systems.
- Review lease agreements and lease terms.
- Future planning development and analysis.
- Review financial statements.

Task 3 – General Engineering

- General surveys
- Topographic surveys
- Environmental surveys
- Tree removal surveys
- Field investigations

Task 4 – Business Development

- Investigate potential FAA/FDOT grants to provide funding for planning, engineering, design, and construction of projects to provide additional funding for TCAA.

PAYMENT:

- These services will be invoiced monthly at the hourly rates listed below.
- Subcontractor work will be billed with no markup.

Anticipated Basic Services Schedule**TASKS 1, 2, 3, & 4****DURATION (MONTHS)**Estimated Notice-To-Proceed Date: **3/1/2021****12**Estimated Completion Date: **3/30/2022**

The total fee is estimated to be \$35,000.00 to \$50,000.00.

HOURLY RATES

Position	Hourly Rate
Senior Project Manager	\$180.00
Project Manager	\$135.00
Project Engineer/Architect	\$130.00
Designer	\$90.00
Clerical	\$60.00

**CONSULTING SERVICES AGREEMENT
PRIMARY SERVICES**

THIS CONSULTING SERVICES AGREEMENT – PRIMARY SERVICES (this "Agreement") is made and entered into as of the ____ day of April, 2018 (the "Effective Date"), by and between the **TITUSVILLE-COCOA AIRPORT AUTHORITY**, with offices located at 355 Golden Knights Blvd., Titusville, Florida 32780 (hereinafter referred to as "TCAA"), and **MICHAEL BAKER INTERNATIONAL, INC.**, with offices located at 200 South Orange Ave., Ste. 1050, Orlando, FL 32801 (hereinafter referred to as "MBI"). Collectively, TCAA and MBI are hereinafter referred to as "the Parties."

Witnesseth:

WHEREAS, TCAA desires MBI to provide certain professional consulting services for Space Coast Regional Airport, Merritt Island Airport, and/or Arthur Dunn Airpark, on an "as needed" basis and as described in separate written agreements related hereto pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, TCAA desires to utilize MBI's services as needed as primary consultant to work with and utilize supplemental consulting services contracted for by TCAA with AVCON, Inc. under a separate consulting services agreement for supplemental services.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued written agreements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Provision of Services/Method of Authorization

1.1 This Agreement provides the terms upon which TCAA may avail itself of the professional consulting services of MBI as needed from time to time over the period of time specified hereinafter (the "Services").

1.2 MBI agrees to provide, in accordance herewith, the professional consulting Services described in each task order (the "Task Order") issued hereunder. Each Task Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Task Order shall contain a Project (as defined below) description, a detailed scope of Services including without limitation any subconsultants or other third parties to be utilized for the Project, Project schedule (when applicable), payment terms with corresponding deliverables and/or milestones and special provisions or conditions specific to the services or project being authorized (the "Project"). In the event of a conflict between this Agreement and any Task Order issued hereunder, the terms of this Agreement shall govern. For each authorized Task Order, MBI shall endeavor to use the services of qualified local consulting firms as necessary to assist MBI in providing the requested Services.

1.3 MBI's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry; however, MBI cannot guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If TCAA wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by TCAA will be considered additional services and entitle MBI to additional compensation which shall be negotiated and mutually agreed upon by the Parties and set forth in a Task Order as defined hereunder.

1.4 If the Services are to include services during construction, any construction inspection or testing provided by MBI is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. MBI neither guarantees nor insures any contractor's work nor assumes responsibility for (a) the means, methods or materials used by any contractor, (b) Project site safety, or (c) any contractor's compliance with laws and regulations. TCAA agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.

1.5 The Services shall be performed by MBI with reasonable care, skill and diligence in accordance with generally accepted professional practice. Other than as expressly set forth herein, MBI makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement.

2. TCAA's Responsibilities

2.1 TCAA shall provide full information regarding its requirements for the Services or Project and shall arrange for MBI's, its agents' and subconsultants' access to the site of work.

2.2 TCAA shall designate a representative authorized to act in its behalf with respect to the Services or Project. TCAA's authorized representative shall examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents submitted by MBI or furnish information required of TCAA and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of MBI's Services.

2.3 TCAA shall provide MBI, its agents and subconsultants reasonable access to its records to the extent necessary to perform MBI's obligations hereunder. If any off-site investigations are required, it shall be TCAA's responsibility to secure the required access rights from site owners.

3. Term of Agreement

For purposes of execution of any Task Orders or other amendments to this Agreement, the term of this Agreement shall be from the Effective Date through April 30, 2023, unless sooner terminated as provided herein or extended by a written instrument signed by both

Parties. For purposes of completion of work that was authorized by execution of an Task Order or other amendment(s) prior to said date, the term of this Agreement shall continue until said work has been completed, unless the Agreement is sooner terminated as provided herein.

4. Compensation and Method of Payment.

4.1 TCAA shall compensate MBI for the Services on the basis set forth in each separately issued Task Order or other amendment.

4.2 TCAA shall pay any sales or similar tax levied by any governmental authority on professional or other services or materials provided under this Agreement.

4.3 MBI shall invoice TCAA not more often than every four weeks for all Services rendered and Reimbursable Expenses (as defined below) incurred pursuant to this Agreement, and each invoice shall be due and payable within 30 calendar days unless other arrangements have been made in advance.

4.4 Compensation due MBI under this Agreement is due and payable to its corporate offices, whose address is Michael Baker International, Inc., 100 Airside Drive, Moon Township, PA 15108, or at such other location as may be specified by MBI in writing.

5. Delays/Changes

5.1 Any delay or default in the performance of any obligation of MBI under this Agreement resulting from any cause beyond MBI's reasonable control shall not be deemed a breach of this Agreement.

5.2 During the performance of the Services hereunder, TCAA shall have the right, by written instrument, to make changes in, deletions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by MBI, then, upon completion of such additional services, MBI shall be entitled to an equitable increase in compensation for additional services rendered due to such Changes. The compensation for additional services shall be agreed upon in writing by the Parties prior to the performance of the additional services. The compensation may be a lump-sum payment of a specific amount, compensation on an hourly-rate basis, or other method of compensation agreed upon by the Parties.

6. Reimbursable Expenses Defined. Reimbursable Expenses are defined as actual expenditures made by MBI or its subconsultants in the interest of the Services or Project including but not limited to:

Reproduction and printing charges of all types for project-specific documents, overnight express shipping charges, project-specific fees paid by MBI to permitting authorities and utilities, and miscellaneous items purchased by MBI for the project which are specifically authorized in advance by TCAA.

For MBI, travel within Brevard and Orange Counties, mail, telephone, internet, computer time, and minor office photocopying for general correspondence are normal business expenses included in general overhead, and are not Reimbursable Expenses. For subconsultants, arrangements for reimbursement of expenses vary. Such arrangements shall be described in detail in the description of subconsultant fees in the Task Order or other written amendment, including attachments to the same.

7. Insurance

7.1 MBI shall maintain, to the extent reasonably available, the following insurance coverage during the performance of its Services under this Agreement:

Workers' Compensation	Statutory
Employers' Liability	
Each accident	\$100,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$100,000
Commercial General Liability (including contractual and fire damage)	
General Aggregate	\$2,000,000
Products-Comp/OP Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expenses per person	\$10,000
Automobile Liability (any auto, hired autos and non-owned autos)	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Professional Liability (including errors and omissions & Expanded Pollution Coverage)	
Per Claim	\$1,000,000
Aggregate	\$1,000,000

7.2 MBI shall provide the TCAA with a Certificate of Insurance indicating that the above-described coverages are in effect; and shall arrange for its insurance agent to provide the TCAA with an updated Certificate of Insurance each year, when the policies are renewed.

8. Use of Documents and Electronic Deliverables.

8.1 All documents are instruments of service in respect to this Project, and MBI shall retain an ownership and property interest therein (including the right of reuse at the discretion of MBI) whether or not the Project is completed. Electronic files of text, data, graphics, or other types ("Electronic Deliverables") that are furnished by MBI to TCAA are furnished for the convenience of TCAA. However, the Electronic Deliverables are subject to error and can be modified or corrupted without the knowledge or authorization of MBI. Therefore, in the event of

any discrepancy between the Electronic Deliverables and the signed and sealed printed copies (the "**Hard Copies**") of the documents furnished to TCAA, the Hard Copies shall govern and TCAA's use of the Electronic Deliverables is at TCAA's own risk.

8.2 When transferring Electronic Deliverables, MBI makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by MBI during the project.

8.3 TCAA may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by TCAA. Such Electronic Deliverables are not intended or represented to be suitable for reuse by TCAA or others on extensions of the Project or on any other project. MBI retains ownership of all documents and Electronic Deliverables and is providing such documents and Electronic Deliverables for TCAA's use only for this Project. TCAA is not authorized to use, reuse, or modify the documents or Electronic Deliverables for any other use or purpose. Any such reuse or modification without written verification or adaptation by MBI, as appropriate for the specific purpose intended, shall be at TCAA's sole risk and without liability or legal exposure to MBI or its subconsultants.

8.4 TCAA shall have the unconditional right to receive, at any time upon request, a copy of all electronic files stored on MBI's principal computer that pertain specifically to the TCAA. Such files generally consist of AutoCAD drawings; Word, WordPerfect, Excel, and PDF documents, and image files. These files are backed up regularly and the back-up copies are stored off-premises, but all of the files reside in the principal computer hard drive. In the event that MBI personnel are unable to provide a copy of the electronic files to the TCAA (due to accident, injury, or other limitation), TCAA is authorized to retain and utilize a third party of its choosing to assist in obtaining and delivering the files to the TCAA.

8.5 Nothing in this section shall supplant or otherwise modify TCAA's obligations to maintain and produce for inspection public records as set forth in chapter 119, Florida Statutes. Additionally, as a contractor/consultant for TCAA, MBI itself is or may be subject to the provisions of chapter 119, Florida Statutes, regarding public records. TCAA makes no representations to MBI regarding the application of chapter 119, Florida Statutes, to MBI, and MBI acknowledges and represents that it is familiar with and will comply with all of its obligations under chapter 119, Florida Statutes. To the extent they are able, the Parties agree to assist one another with fulfilling any obligations under chapter 119, Florida Statutes, that either may have as a result of or related to this Agreement.

9. **Hazardous Site Conditions.** TCAA recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Unless specifically agreed to in a specific amendment hereto, MBI has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

10. Confidentiality. Subject to Section 8.5, above, and chapter 119, Florida Statutes, MBI agrees to keep confidential and not to disclose to any person or entity, other than MBI's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data

and information not previously known to and generated by MBI or furnished to MBI and marked "Confidential" by TCAA. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict MBI from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for MBI to defend itself from any suit or claim. TCAA agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MBI pertaining to the Project or in this Agreement or any amendment hereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MBI.

11. Equal Opportunity Employer. MBI is an equal opportunity employer. MBI does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

12. Contingent Fees. MBI warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for MBI, whose fee, commission, percentage, gift, or other consideration from MBI is contingent upon, or results from, that person's or entity's procuring this Agreement.

13. Controlling Law/Venue. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue for any disputes arising from this agreement shall be Brevard County, Florida to the exclusion of all other jurisdictions and venues.

14. Waiver of Jury Trial. TCAA and MBI hereby knowingly, voluntarily, and intentionally waive the right either of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

15. Dispute Costs. In any litigation arising from this Agreement, the prevailing party may recover costs, expenses and attorneys' fees from the non-prevailing party including without limitation reasonable attorneys' fees incurred on appeal and in litigating entitlement to and/or amount of attorneys' fees to be awarded.

16. Successors and Assigns. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

17. Entire Agreement. This Agreement together with each separate Task Order and/or the exhibits thereto or other written amendment, constitute the entire and integrated Agreement between MBI and TCAA and supersedes all prior negotiations, representations or agreements,

22.2 Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

22.3 Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to MBI or any subconsultant who is unable to certify to the above. If MBI knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the TCAA, cancellation of the contract at no cost to the government.

Further, MBI agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. MBI may rely upon the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

MBI shall provide immediate written notice to the TCAA if it learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide immediate written notice to MBI, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that MBI or any subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the TCAA, cancellation of the contract or subcontract for default at no cost to the government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of MBI is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

23. Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

24. Breach of Contract Terms. Any violation or breach of the terms of this Agreement on the part of MBI or its subconsultants and/or agents may result in the suspension or termination of

this Agreement or such other action that may be necessary to enforce the rights of the parties hereto. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. (49 CFR Part 18).

25. Access to Records and Reports. MBI shall maintain an acceptable cost accounting system. MBI agrees to provide the TCAA, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of MBI which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions. MBI agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all other pending matters are closed. (49 CFR Part 18.36(i)).

26. Rights to Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the TCAA of the federal grant under which this contract is executed, if any. Information regarding these rights is available from the FAA and the TCAA. (49 CFR Part 18.36(i)(8)).

27. Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions. MBI assures 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 with or benefiting from federal assistance. This provision obligates the MBI or its transferee for the period during which federal assistance is extended to TCAA, except where federal assistance is monetary, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates MBI or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

28. Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements (49 CFR Part 21). During the performance of this Agreement, MBI, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

28.1 Compliance with Regulations. Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

28.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the regulations.

28.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Contractor of its obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

28.4 Information and Reports. Contractor shall provide all information and reports required by regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TCAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the TCAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

28.5 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the TCAA shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

28.5.1 Withholding of payments to Contractor under the Agreement until the Contractor complies, and/or

28.5.2 Cancellation, termination, or suspension of the Agreement, in whole or in part.

28.6 Incorporation of Provisions. Contractor shall include the provisions of paragraphs 28.1 through 28.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the TCAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction from TCAA, Contractor may request the TCAA to enter into such litigation to protect the interests of the TCAA and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. Termination of Contract

29.1 This Agreement may be terminated without cause by either party upon thirty (30) days written notice. In the event of termination, MBI shall be compensated, as provided herein, for Services performed through the effective date of such written notice of termination, together with Reimbursable Expenses due and for all expenses directly attributable to termination.

29.2 If the Project is suspended for more than thirty (30) consecutive days, MBI shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, MBI's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of MBI's Services.

30. Disadvantaged Business Enterprises. Contract Assurance (49 CFR Part 26.13). MBI or its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. MBI shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by MBI to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR Part 26.29). MBI agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment MBI receives from the TCAA. MBI agrees further to return any retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed and receipt of final payment MBI receives from the TCAA for the services of said subconsultant's satisfactorily completed work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the TCAA. This clause applies to both DBE and non-DBE subconsultants.

31. Lobbying and Influencing Federal Employees (49 CFR Part 20, Appendix A)

31.1 No federal appropriated funds shall be paid, by or on behalf of MBI, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant or any modification(s) thereof.

31.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal grant, MBI shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

32. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be executed by one or both of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon both of the Parties hereto.

33. **Indemnification.** MBI shall indemnify and hold harmless TCAA and its officers, directors, employees and agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, that TCAA or its officers, board members, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement and stemming from or related to the acts or omissions, whether intentional or unintentional, of MBI or its employees, agents, servants, partners, principals, contractors, subcontractors, subconsultants or invitees. MBI shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of TCAA, including appellate proceedings, and MBI shall pay all costs, judgments and reasonable attorney's fees which may be incurred in relation thereto. MBI expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by MBI shall in no way limit the responsibility to indemnify, hold harmless and defend TCAA and its officers, employees, agents, and instrumentalities as provided herein. MBI's obligations hereunder shall survive the termination of this Agreement. Nothing in this paragraph is intended to or does limit or modify TCAA's right to assert sovereign immunity or any other form of governmental immunity in any claim or action against it, including without limitation the rights of TCAA under section 768.28, Florida Statutes.


34. **Waiver of Consequential Damages.** In no event shall either MBI or TCAA have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any indirect, incidental or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

35. **Force Majeure.** In no event shall either MBI or TCAA have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

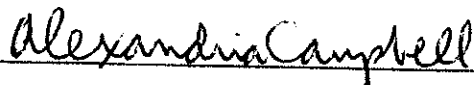
36. **Good Faith.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the Parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

**TITUSVILLE-COCOA
AIRPORT AUTHORITY**


By: 
Typed Name: Michael Powell, C.M., ACE
Title: Chief Executive Officer

ATTEST:

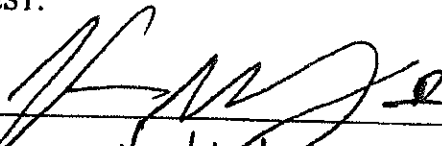
By: 
Typed Name: Ashley Campbell
Title: Mgr. of Finance and Grant Admin.

[CORPORATE SEAL]

**MICHAEL BAKER
INTERNATIONAL, INC.**

By: 
Printed Name: Brian Russell
Title: Vice President

ATTEST:

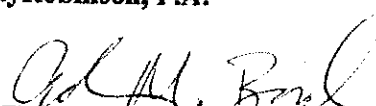
By: 
Printed Name: Vincent A. Thompson II
Title: Vice President & Assistant General Counsel

[CORPORATE SEAL]



Approved as to form and legality
this 11th day of July, 2018.

GrayRobinson, P.A.

By: 
Adam M. Bird, Esq.
TCAA Legal Counsel



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

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

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM D

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

BACKGROUND

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

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

ISSUES

All projects are moving forward.

ALTERNATIVES

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

FISCAL IMPACT

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

RECOMMENDED ACTION

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

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.

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

JANUARY 26, 2021

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

RE: HANGAR 52 DEMOLITION /

INVOICE NO. 1106289
BAKER PROJECT NO. 169511
REQUEST NO. 04
FDOT PROJECT NO. FM 437021-1-94-01

FOR FEES BILLED THROUGH DECEMBER 1, 2020 - DECEMBER 31, 2020

CONTRACT VALUE			<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
<u>BASIC SERVICES (DESIGN)</u>				
PHASE 1 - INITIAL DESIGN PACKAGE (60%)				
100.00% COMPLETE OF	\$8,572.00		\$0.00	\$8,572.00
PHASE 2 - FINAL DESIGN PACKAGE (100%)				
100.00% COMPLETE OF	\$9,591.00		\$0.00	\$9,591.00
<u>BASIC SERVICES (BIDDING)</u>				
PHASE 3 - BIDDING				
0.00% COMPLETE OF	\$3,390.00		\$0.00	\$0.00
PHASE 4 - SPECIAL SERVICES				
100.00% COMPLETE OF	\$2,233.55		\$0.00	\$2,233.55
SUBCONSULTANT				
GEO TECHNICAL	\$2,700.00		\$0.00	\$2,700.00
SUBCONSULTANT				
TOPOGRAPHIC SURVEY	\$11,600.00		\$0.00	\$9,700.00
SUBCONSULTANT				
ASBESTOS SURVEY	\$2,500.00		\$0.00	\$0.00
PHASE 5 - PROJECT MANAGEMENT				
78.02% COMPLETE OF	\$2,585.00		\$1,873.82	\$2,016.81
PHASE 6 - CA & INSPECTION				
0.00% COMPLETE OF	\$11,316.80		\$0.00	\$0.00
PHASE 7 - STORMWATER PERMITTING				
100% COMPLETE OF	\$9,383.65		\$0.00	\$9,383.65
				\$44,197.01
AMOUNT DUE THIS INVOICE			\$1,873.82	\$1,873.82

Electronic Remittance

CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:

PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 12/1/2020 TO: 12/31/2020	FDOT FINANCIAL PROJECT NO 437021-1-94-01
PROJECT DESCRIPTION Building Demo including design fees, survey, geotechnical costs, permitting, construction costs and material testing costs, mob and demob, MOT, erosion control.		
PROJECT STATUS Design: 95% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Completed stormwater permit submission to SJRWCD		
WORK ANTICIPATED FOR NEXT PERIOD Bid set Plans submission Finalize storm Drainage permit		
PROBLEM AREAS/OTHER COMMENTS		

Michael Baker
INTERNATIONAL

JANUARY 19, 2021

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

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

INVOICE NO. 1105603
BAKER PROJECT NO. 179882
REQUEST NO. 4
FDOT PROJECT NO. FM 447533-1-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF RUNWAY
9-27 REHABILITATION AT SPACE COAST REGIONAL AIRPORT

FOR FEES BILLED THROUGH DECEMBER 01, 2020 - DECEMBER 31, 2020

CONTRACT VALUE	\$342,922.00		
DESIGN SERVICES		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
PART 1 - PROJECT MANAGEMENT 76.95% COMPLETE OF	\$46,456.00	\$8,499.01 ✓	\$35,747.45
PART 2 - INVESTIGATION 100.00% COMPLETE OF	\$14,252.00	\$0.00	\$14,252.00
PART 3 - RUNWAY LENGTH JUSTIFICATION & CONCEPT DEV. 94.72% COMPLETE OF	\$26,420.00	\$6,969.04 ✓	\$25,025.24
PART 4 - 60% DESIGN 34.66% COMPLETE OF	\$86,052.00	\$17,047.86 ✓	\$29,824.26
PART 5 - 90% DESIGN 0.00% COMPLETE OF	\$59,540.00	\$0.00	\$0.00
PART 6 - FINAL DESIGN 0.00% COMPLETE OF	\$39,434.00	\$0.00	\$0.00
(SUBCONSULTANTS)			
0.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$17,022.00	\$0.00	\$0.00
95.00% GPR SPOTLIGHT	\$10,000.00	\$0.00	\$9,500.00
86.27% TOPOGRAPHIC SURVEY	\$28,000.00	\$0.00	\$24,155.14
BIDDING PHASE SERVICES			
PART 6 - FINAL DESIGN 0.00% COMPLETE OF	\$15,746.00	\$0.00	\$0.00
TOTAL EARNINGS		\$32,515.91 ✓	\$138,504.09
AMOUNT DUE THIS INVOICE			\$32,515.91

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CITIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
2/10/21

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 12/1/2020 TO: 12/31/2020	FDOT FINANCIAL PROJECT NO 447533-1-94-01
PROJECT DESCRIPTION Rehabilitation of Cross Wind Runway to mill and overlay pavements and remove shoulders as well as unnecessary pavements, Runway length justification and safety area determination and protection of edge lighting		
PROJECT STATUS Design: 50% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Length Justification analysis submitted to FAA Project Management		
WORK ANTICIPATED FOR NEXT PERIOD Progress on 60% Plans Geotech borings		
PROBLEM AREAS/OTHER COMMENTS		

Michael Baker
INTERNATIONAL

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

JANUARY 26, 2021

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

INVOICE NO. 1106294
BAKER PROJECT NO. 180130
REQUEST NO. 4 - A
PROJECT ID # FM 447540-1-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF TAXILANE /
AND APRON AT SPACE COAST REGIONAL AIRPORT PROJECT

FOR FEES BILLED THROUGH DECEMBER 1, 2020 THROUGH DECEMBER 31, 2020

CONTRACT VALUE \$155,566.63 of \$232,189.00

DESIGN SERVICES

			<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
PHASE 1 - 60% DESIGN				
100.00% COMPLETE OF	\$41,566.13	of \$62,039.00	\$0.00	\$41,566.13
PHASE 2 - BID SET				
75.82% COMPLETE OF	\$28,505.15	of \$42,545.00	\$12,226.43 ✓	\$21,613.55
PHASE 4 - BIDDING PHASE SERVICES				
0.00% COMPLETE OF	\$4,355.67	of \$6,501.00	\$0.00	\$0.00
PHASE 5 - CONSTRUCTION ADMINISTRATION				
4.23% COMPLETE OF	\$26,767.84	of \$39,952.00	\$0.00	\$1,133.33
PART 6 - RPR				
0.35% COMPLETE OF	\$37,386.00	of \$55,800.00	\$0.00	\$131.14
SPECIAL SERVICES (SUBCONSULTANTS)				
100.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$6,700.00	of \$10,000.00	\$0.00	\$6,700.00
0.00% ELECTRICAL-DESIGN	\$3,584.84	of \$5,352.00	\$0.00	\$0.00
100.00% TOPOGRAPHIC SURVEY	\$6,700.00	of \$10,000.00	\$0.00	\$6,700.00
TOTAL EARNINGS			\$12,226.43 ✓	\$77,844.15

AMOUNT DUE THIS INVOICE

\$12,226.43

Electronic Remittance

CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:

PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
2/2/21

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 12/1/2020 TO: 12/31/2020	FDOT FINANCIAL PROJECT NO 447540-1-94-01
PROJECT DESCRIPTION Apron and Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement.		
PROJECT STATUS Design: 75% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Advancing stormwater Geometry 60% Plans submission		
WORK ANTICIPATED FOR NEXT PERIOD Finalize storm Drainage		
PROBLEM AREAS/OTHER COMMENTS Working thru wetland mitigation/avoidance and lost Tortoise Biologist to health issues		

Michael Baker
INTERNATIONAL

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

JANUARY 26, 2021

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

INVOICE NO. 1106298
BAKER PROJECT NO. 180130
REQUEST NO. 4 - B ✓
PROJECT ID # FM 447540-2-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF TAXILANE
AND APRON AT SPACE COAST REGIONAL AIRPORT PROJECT

FOR FEES BILLED THROUGH DECEMBER 1, 2020 THROUGH DECEMBER 30, 2020

CONTRACT VALUE \$72,622.37 of \$232,189.00

DESIGN SERVICES

			<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
PHASE 1 - 60% DESIGN				
100.00% COMPLETE OF	\$20,472.87	of \$62,039.00	\$0.00	\$20,472.87
PHASE 2 - BID SET				
76.95% COMPLETE OF	\$14,039.85	of \$42,545.00	\$6,113.21	\$10,803.66
PHASE 4 - BIDDING PHASE SERVICES				
0.00% COMPLETE OF	\$2,145.33	of \$6,501.00	\$0.00	\$0.00
PHASE 5 - CONSTRUCTION ADMINISTRATION				
4.30% COMPLETE OF	\$13,184.16	of \$39,952.00	\$0.00	\$566.67
PART 6 - RPR				
0.38% COMPLETE OF	\$18,414.00	of \$55,800.00	\$0.00	\$69.07
SPECIAL SERVICES (SUBCONSULTANTS)				
100.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$3,300.00	of \$10,000.00	\$0.00	\$3,300.00
0.00% ELECTRICAL-DESIGN	\$1,766.16	of \$5,352.00	\$0.00	\$0.00
100.00% TOPOGRAPHIC SURVEY	\$3,300.00	of \$10,000.00	\$0.00	\$3,300.00
TOTAL EARNINGS			\$6,113.21	\$38,512.27

AMOUNT DUE THIS INVOICE

\$6,113.21

Electronic Remittance

CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:

PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
2/22/21

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 12/1/2020 TO: 12/31/2020	FDOT FINANCIAL PROJECT NO 447540-2-94-01
PROJECT DESCRIPTION Apron and Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement.		
PROJECT STATUS Design: 75% complete 60% Submission		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Advancing stormwater		
WORK ANTICIPATED FOR NEXT PERIOD Finalize storm Drainage and Estimate		
PROBLEM AREAS/OTHER COMMENTS Working thru wetland mitigation/avoidance and lost Tortoise Biologist to health issues		

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville Cocoa Airport Authority
 Space Coast Regional Airport
 355 Golden Knights Boulevard
 Titusville, FL 32780
 CARE OF:

FROM: V. A. Paving, Inc.
 P. O. Box 1046
 Cocoa, Florida 32923-1046

PROJECT: COI- MI S Apron Runway 11-29 Rehab
 FAA 3-12-0013-021-2019
 FM 438462-2-94-01

APPLICATION NO. 9
 APPLICATION DATE 1/29/2021
 PERIOD FROM: 12/1/2020
 PERIOD TO: 1/31/2021

Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	2,760,034.90
2. Net change by Change Orders	\$	14,716.08
3. CONTRACT SUM TO DATE	\$	2,774,750.98
4. TOTAL COMPLETED & STORED TO DATE \$ (Column L on G703)		1,505,610.09
5. RETAINAGE		
a. 10% of Completed Work (Columns D + E on G703)	\$	150,561.01
b. 0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	150,561.01

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		1,355,049.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,050,150.72
8. CURRENT PAYMENT DUE	\$	304,898.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,419,701.90

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

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

CONTRACTOR:

By: [Signature] Date: 01/29/21

State of: Florida

County of: Brevard

Subscribed and sworn to before me this 29 day of January, 2021

Notary Public



My Commission Expires:

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 \$ 304,898.36

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

ENGINEER:

By: [Signature] Date: 2/17/21

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] 2/22/21

SCHEDULE OF VALUES
Merritt Island S Apron Runway
Titusville Cocoa Airport Authority

JOB #:
COL-MI S Apron Runway 11-25 Rehab
FAA 3-12-0013-021-2018
FW 438482-2-94-01

Application for Payment #: 9.00
Date of application: 1/29/2021
Through date: 1/31/2021

INDEX	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	M	N	O
													%			Release 10%
1	1	LAYOUT SURVEY	LS	0.60	10,000.00	5,000.00	0.48	4,800.00			0.48	4,800.00	80%		1,200.00	480.00
2	2	MOT - AIR	LS	0.60	25,000.00	15,000.00	0.45	11,250.00			0.45	11,250.00	75%		3,750.00	1,125.00
3	3	EROSION CONTROL	LS	0.60	5,000.00	3,000.00	0.38	1,800.00			0.38	1,800.00	63%		1,100.00	180.00
4	4	MOB	LS	0.60	200,000.00	120,000.00	0.40	80,000.00			0.40	80,000.00	67%		40,000.00	8,000.00
5	5	PERMITTING FEE ALLOWANCE	LS	0.60	70,000.00	42,000.00	0.34	23,712.72			0.34	23,712.72	59%		18,287.28	2,371.27
6	6	FULL DEPTH PAVEMENT REMOVAL	SY	3700.00	8.00	28,600.00	374.00	2,992.00	3,328.00	28,608.00	3,709.00	28,600.00	100%		-	2,860.00
7	7	MILLING 1-3"	SY	2900.00	4.00	116,000.00	16,706.00	66,824.00	12,284.00	48,176.00	29,000.00	116,000.00	100%		-	11,600.00
8	8	2" LIMEROCK BASE REMOVAL	CY	400.00	70.00	28,000.00	200.00	14,000.00			200.00	14,000.00	50%		14,000.00	1,400.00
9	9	REMOVE EXISTING PAVEMENT MARKINGS	SF	150.00	5.80	870.00			75.00	435.00	75.00	435.00	50%		435.00	43.50
10	10	REMOVE AND RELOCATE GUIDANCE SIGN	EA	1.00	1,500.00	1,500.00							0%		1,500.00	-
11	11	REMOVE EXISTING LIGHT POLE	EA	1.00	500.00	500.00			1.00	500.00	1.00	500.00	100%		-	50.00
12	12	DEMOLISH EXISTING SECURITY FENCE	LF	665.00	3.50	2,327.50	470.00	1,645.00	160.00	560.00	630.00	2,205.00	86%		122.50	220.50
13	13	REMOVE EXISTING DROP BOX	EA	1.00	2,500.00	2,500.00			1.00	2,500.00	1.00	2,500.00	100%		-	250.00
14	14	DEMOLISH AND REMOVE EXISTING CONCRETE SPILLWAY	EA	1.00	1,200.00	1,200.00	1.00	1,200.00			1.00	1,200.00	100%		-	120.00
15	15	REMOVE EXISTING CATCH BASIN AND 20 LF OF 12" RCP	EA	1.00	2,000.00	2,000.00	1.00	2,000.00			1.00	2,000.00	100%		-	200.00
16	16	DEMOLISH AND REMOVE 36" HEADWALL	EA	1.00	2,500.00	2,500.00			1.00	2,500.00	1.00	2,500.00	100%		-	250.00
17	17	REMOVE 15' OF 15" RCP	EA	1.00	1,500.00	1,500.00	1.00	1,500.00			1.00	1,500.00	100%		-	150.00
18	18	REMOVE 18" MITERED END SECTION	EA	1.00	500.00	500.00	1.00	500.00			1.00	500.00	100%		-	50.00
19	19	REMOVE 24" MES AND 70 LF OF 24" RCP	EA	1.00	750.00	750.00	1.00	750.00			1.00	750.00	100%		-	75.00
20	20	REMOVE EXISTING 24" MES, CAP	EA	1.00	900.00	900.00	1.00	900.00			1.00	900.00	100%		-	90.00
21	21	REMOVE EXISTING 36" MES	EA	1.00	400.00	400.00			1.00	400.00	1.00	400.00	100%		-	40.00
22	22	REMOVE 18X30 MES AND GROUT PIPE	EA	1.00	1,500.00	1,500.00	1.00	1,500.00			1.00	1,500.00	100%		-	150.00
23	23	EXISTING BASE CAN REMOVAL	EA	26.00	250.00	6,500.00	10.00	2,500.00	13.00	3,250.00	23.00	5,750.00	88%		750.00	575.00
24	24	TAXI WAY EDGE LIGHT REMOVAL	EA	20.00	250.00	5,000.00	10.00	2,500.00	6.00	1,500.00	16.00	4,000.00	80%		1,000.00	400.00
25	25	CABLE REMOVAL	LF	700.00	5.00	3,500.00	70.00	350.00	630.00	3,150.00	700.00	3,500.00	100%		-	350.00
26	26	FOUNDATION REMOVAL	EA	26.00	500.00	13,000.00	6.50	3,250.00	16.50	8,250.00	23.00	11,500.00	88%		1,500.00	1,150.00
27	27	CONDUIT REMOVAL	LF	800.00	10.00	8,000.00	150.00	1,500.00	450.00	4,500.00	800.00	8,000.00	100%		-	800.00
28	28	PUMPED CEMENTIOUS GROUT	CY	0.00	318.00	-							#DIV/0!		-	-
29	29	PUMPED CEMENTIOUS GROUT DRILLING	LF	0.00	58.20	-							#DIV/0!		-	-
30	30	TREE REMOVAL	EA	3.00	500.00	1,500.00	3.00	1,500.00			3.00	1,500.00	100%		-	150.00
31	31	EXCAVATION (EMBANKMENT)	CY	2500.00	15.00	37,500.00	2,000.00	30,000.00	500.00	7,500.00	2,500.00	37,500.00	100%		-	3,750.00
32	32	OFFSITE BORROW	CY	4000.00	20.00	80,000.00	3,600.00	72,000.00			3,600.00	72,000.00	90%		8,000.00	7,200.00
33	33	MUCK EXCAVATION	CY	6000.00	11.00	66,000.00	6,000.00	66,000.00			6,000.00	66,000.00	100%		-	6,600.00

Invoice No. 9

Period From	12/1/2020
Period To	1/31/2021

Project: COI-MI S Apron Runway 11-29 Rehab
FAA 3-12-0013-021-2019
FM 438462-2-94-01

V. A. Paving, Inc.

Debra Mallard, President

Michael Baker
INTERNATIONAL

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

FEBRUARY 18, 2021

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

INVOICE NO. 1108472
BAKER PROJECT NO. 177051
REQUEST NO. 9
FAA AIP PROJECT NO. 3-12-0013-0021-2019
FDOT PROJECT NO. FM 438462-2-94-01

RE: COI REHABILITATION SOUTH APRON AND RW 11-29 (CED)

FOR FEES BILLED THROUGH DECEMBER 01, 2020 THROUGH JANUARY 31, 2021

CONTRACT VALUE \$365,429.00

		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
PHASE 5 - CONSTRUCTION SERVICES			
CONSTRUCTION ADMINISTRATION			
100.00% COMPLETE OF	\$89,642.00	\$0.00	\$89,642.00
RPR			
97.78% COMPLETE OF	\$238,160.00	\$29,821.67	\$232,871.89
SPECIAL SERVICES (SUBCONSULTANTS)			
CALTECH	\$37,627.00	\$17,000.00	\$22,204.00
TOTAL EARNINGS		\$46,821.67	\$344,717.89
AMOUNT DUE THIS INVOICE			\$46,821.67

Michael Baker
2/00/21

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

AIRPORT NAME Merritt Island Airport	DATES OF REPORT PERIOD FROM: 12/01/2020 TO: 01/31/2021	FDOT FINANCIAL PROJECT NO 438462-2-94-01
PROJECT DESCRIPTION South Apron/RW-11/29 Rehab		
PROJECT STATUS 54 % of total cocontract, 82% of Subtotal Section 1		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Phase 5 E&S Controls Phase 5 Asphalt Phase 5 Aircraft Tie-Downs Phase 5 Topographical Survey Phase 5 Striping Phase 5 Sod Airport Security Fence Demo Cleaning of Laydown Yard Sediment Barrier Installed for RW-11/29 Grouting		
WORK ANTICIPATED FOR NEXT PERIOD Punchlist Items Airport Security Fence Pressure Grouting Operation for RW-11/29		
PROBLEM AREAS/OTHER COMMENTS		



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

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

MEMORANDUM

TO: Members of the Airport Authority

FROM: Justin Hopman, ACE
Interim Airport Director

DATE: March 25, 2021

ITEM DESCRIPTION – NEW BUSINESS ITEM E

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

BACKGROUND

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

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

ISSUES

All projects are moving forward.

ALTERNATIVES

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

FISCAL IMPACT

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

RECOMMENDED ACTION

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

AIA Document G702® - 1992

Application and Certificate for Payment

TO OWNER: Titusville-Cocoa Airport Authority
355 Golden Knights BLVD
Titusville, FL 32780

PROJECT: PAPI Construction
Arthur Dunn Airport

FROM: VIA

CONTRACTOR: Aviation Construction & Electric
245 Cottonmill Court
Fayetteville

ARCHITECT: AVCON
955 Cronin Road
Melbourne, FL 32935

APPLICATION NO: 003
PERIOD TO: 10/01/2020 to 12/30/2020
CONTRACT FOR: Titusville-Cocoa Airport Authority
CONTRACT DATE: 01/16/2020
PROJECT NOS: 442480-1- (94-01)

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

Invoice # 9317-003

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract.
AIA Document G703-1, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 241,400.00
2. NET CHANGE BY CHANGE ORDERS \$ -6,509.90
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 234,890.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 234,890.10
5. RETAINAGE:

- a. 0% of Completed Work
(Columns D + E on G703) \$ 0.00
b. % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 234,890.10
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 212,458.10
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 22,432.00
(Line 6 minus Line 7)

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 22,432.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$ -6,509.90
Total approved this month	\$	\$ -6,509.90
TOTAL	\$	\$ -6,509.90
NET CHANGES by Change Order	\$	\$ -6,509.90

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

CONTRACTOR:

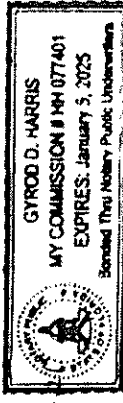
By: Stephane Paul-Ly, President Date: 2/2/2025
State of: FLORIDA

County of: Orange

Subscribed and sworn to before me this 15th day of FEBRUARY 2025

Notary Public: [Signature]

My commission expires: JAN 5 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 22,432.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Rob Hambrecht, AVCON, Inc.

By: [Signature] Date: 2/15/2021

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

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[Signature]

MONTHLY PAY ESTIMATE									
CONTRACTOR AND ADDRESS: Aviation Construction & Electric, LLC 245 Cottonmill Court Fayetteville GA 30215			CONTRACT NUMBER: 442480-1-94-03		DATE OF ESTIMATE: Tuesday, January 5, 2021		INVOICE NO: 003		
PROJECT TITLE: PAPI CONSTRUCTION			LOCATION: Arthur Dunn Airport		ESTIMATED COMPLETION DATE: Tuesday, December 1, 2020				
PERIOD COVERED BY THIS EST.:			ESTIMATE NUMBER:		INCLUDES CHANGE ORDER NO.:				
10/01/2020 to 11/30/2020			Pay App No 9317-003						
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED AMOUNT	AMOUNT COMPLETED	TOTAL AMOUNT TO DATE	%Complete This PAY APP	Amount This PAY APP
C-105-1	Base Package Construction	LS	1	\$ 21,000.00	\$ 21,000.00				
C-105-2	Mobilization	LS	1	\$ 21,000.00	\$ 21,000.00	1	\$ 21,000.00		\$
P-152-4-1	Safety and Security	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00		\$
T-904-5-1	Earthwork	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00		\$
SP-L-105-1	Sodding	SY	500	\$ 17.00	\$ 8,500.00	500	\$ 8,500.00		\$
L-106-1	Electrical Demolition	LS	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00	11	\$ 187.00
L-106-1	No. 4 AWG, 600V, THWN-2 Conductor Installed in Duct Bank or Conduit	LF	18000	\$ 1.50	\$ 27,000.00	18000	\$ 27,000.00		\$
L-108-2	No. 2 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1000	\$ 1.90	\$ 1,900.00			3240	\$ 4,860.00
L-108-3	3/4" X 10, Copper Clad Sectionalized Ground Rod, 1' length	EA	50	\$ 85.00	\$ 4,250.00	1000	\$ 1,900.00	(239.00)	\$ (654.10)
L-109-1	Visit modifications	LS	1	\$ 18,000.00	\$ 18,000.00	50	\$ 4,250.00	20	\$ 1,700.00
L-109-2	Visit Building Roof Repairs	LS	1	\$ 11,000.00	\$ 11,000.00	1	\$ 18,000.00		\$
L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	300	\$ 13.00	\$ 3,900.00	1	\$ 11,000.00		\$
L-110-2	2 Way 2" Schedule 40 PVC Direct Earth Buried Duct	LF	300	\$ 13.50	\$ 4,050.00	300	\$ 3,900.00	(265.00)	\$ (3,445.00)
L-110-3	2 Way 2" Schedule 80 HDPE Directional Bore Duct	LF	100	\$ 38.00	\$ 3,800.00	300	\$ 4,050.00	260	\$ 3,510.00
L-125-1	L-867D Junction Can L-867D 16" Diameter 24" deep light base with 1/2" galvanized steel blank cover and gasket secured with stainless steel bolts installed in turf or pavement, with concrete encasement all incidentals. Align and level as required.	EA	1	\$ 5,000.00	\$ 5,000.00	100	\$ 3,800.00	4	\$ 152.00
L-154-1	Runway 15, L-881 PAPI Style A - 2 Box System with Battle Mats, New Complete	EA	1	\$ 42,000.00	\$ 42,000.00	1	\$ 5,000.00		\$
L-154-2	Runway 33, L-881 PAPI Style A - 2 Box System with Battle Mats, New Complete	EA	1	\$ 42,000.00	\$ 42,000.00	1	\$ 42,000.00		\$
L-154-3	FAA Flight Check of RWYS and RWY33 PAPI Systems	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 42,000.00		\$
				\$ 241,400.00	\$ 241,400.00	1	\$ 15,000.00	75%	\$ 11,250.00
1	Approved Change Orders			\$					
2				\$ (6,509.90)	\$	1	\$ (6,509.90)	100%	\$ (6,509.90)
3				\$	\$	0	\$		\$
4				\$	\$	0	\$		\$
5				\$	\$	0	\$		\$
6				\$	\$	0	\$		\$
7				\$	\$	0	\$		\$
8				\$	\$	0	\$		\$
Percent Complete 100%						EARNINGS TO DATE: \$		TOTAL THIS PERIOD: \$	
						234,890.10		11,250.00	

ARTHUR DUNN AIR PARK
PAPI CONSTRUCTION

CONTRACT CLOSEOUT
SECTION 01700

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by CONTRACTOR to furnish labor and materials for PAPI Construction work, under a contract for the improvement of property described as PAPI Construction in the Titusville, County of Brevard, State of Florida of which Titusville-Cocoa Airport Authority is the Owner,

NOW, THEREFORE, this 20 day of December, 2020

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

AVCON CONSTRUCTION ? ELECTRIC, LLC
CONTRACTOR

(Name of sole ownership, corporation or partnership)

[Signature]
(Signature of Authorized Representative)

(Affix corporate seal here)

President
TITLE

ARTHUR DUNN AIR PARK
PAPI CONSTRUCTION

CONTRACT CLOSEOUT
SECTION 01700

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by CONTRACTOR to furnish labor and materials for PAPI Construction work, under a contract for the improvement of property described as PAPI Construction in the Titusville County of Brevard, State of Florida of which Titusville-Cocoa Airport Authority is the Owner,

NOW, THEREFORE, this 20 day of December, 2020

for and in consideration of the sum of 234,890.¹⁰ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

Aviation Construction & Electric, LLC
CONTRACTOR

(Name of sole ownership, corporation or partnership)

[Signature]
(Signature of Authorized Representative)

(Affix corporate seal here)

President
TITLE

Waiting on
\$10,697.49 pay app 3
11,744.51 Retaining

ARTHUR DUNN AIR PARK
PAPI CONSTRUCTION

CONTRACT CLOSEOUT
SECTION 01700

CONTRACTOR WARRANTY FORM

Project Name PAPI Construction
Location Arthur Dunn Air Park – Titusville, Florida
Owner Titusville-Cocoa Airport Authority

We, **CONTRACTOR**, Contractor for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on

11/20/2020
(Date of Substantial Completion Affixed by Engineer)

and expires on: 11/19/2021
(One Year From Commencement Date)

This warranty covers that portion of the project described below:

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Under-signed at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

11/20/2020
Date

Aviation Construction Electric, LLC
CONTRACTOR
(Name of sole ownership, corporation or partnership)


(Signature of Authorized Representative)

(Affix corporate seal here)

President
TITLE

Titusville-Cocoa Airport Authority
Check Register
For the Period From Feb 1, 2021 to Feb 28, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Description	Amount
38911	2/9/21	Ace Hardware 01536F	546390 101000	R & M - Bldgs. - Unallocated Cash Operating	24.97
38912	2/9/21	ACF Standby Systems, LLC	546103 546103 101000	R & M Service - TIX R & M Service - TIX Cash Operating	498.00
38913	2/9/21	AG-PRO Companies	546203 101000	R & M - Equip. - TIX Cash Operating	86.98
38914	2/9/21	Alligator Plumbing	546303 101000	R & M - Bldgs. - TIX Cash Operating	225.00
38915	2/9/21	A T & T	541090 541090 541090 101000	Telephone-Unallocated Telephone-Unallocated Telephone-Unallocated Cash Operating	481.39
38916	2/9/21	AVCON	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	3,125.22
38917	2/9/21	AVCON	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	2,439.20
38918	2/9/21	Board Of Co. Commissioners	523001 523090 219200 101000	Group Insurance - G & A Group Insurance - Unallocated Med Msa Cash Operating	11,973.59
38919	2/9/21	Dish	541401 101000	Cable Service Cash Operating	61.56
38920	2/9/21	Faster Than Sound, Inc.	552201 101000	Cleaning - G & A Cash Operating	510.00
38921	2/9/21	Florida Power & Light	543090 101000	Electricity - Unallocated Cash Operating	688.25
38922	2/9/21	Lacey's Lock Service	546503 101000	T-Hangar Maintenance TIX Cash Operating	270.00
38923	2/9/21	Nix Pest Management	546101 546101 546101 546101 101000	R & M Service - G & A R & M Service - G & A R & M Service - G & A R & M Service - G & A Cash Operating	256.00
38924	2/9/21	Safety-Kleen Systems, Inc.	546102 101000	R & M Service -X21 Cash Operating	307.50
38925	2/9/21	Staples	551001 551001 101000	Office Supplies Office Supplies Cash Operating	516.69
38926	2/9/21	Vantagepoint Transfer Agents-3033	218200 219000 101000	Retirement Payable ICMA Loan Cash Operating	1,331.20

Titusville-Cocoa Airport Authority
Check Register
For the Period From Feb 1, 2021 to Feb 28, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Description	Amount
38927	2/9/21	Waste Management	544001 544001 101000	Rentals & Leases G & A Rentals & Leases G & A Cash Operating	425.32
38928	2/9/21	Watkins Fuel Oil	552101 101000	Fuel - G & A Cash Operating	571.80
38929	2/9/21	WhiteBird Attorneys At Law	531001 101000	Prof. Service - Legal Cash Operating	3,822.50
38930	2/9/21	Harrel Crenshaw	207300 101000	Due To From Revenue Cash Operating	349.83
38931	2/9/21	Andy Turner	207300 381100 207300 381100 101000	Due To From Revenue Transfer From Revenue Due To From Revenue Transfer From Revenue Cash Operating	47.52
38932	2/9/21	Robert Turner	207300 101000	Due To From Revenue Cash Operating	25.00
38933	2/10/21	Tilford Air & Heat, Inc.	546303 101000	R & M - Bldgs. - TIX Cash Operating	8,757.50
38934	2/26/21	SYNCB/AMAZON	546503 101000	T-Hangar Maintenance TIX Cash Operating	435.14
38935	2/26/21	A T & T	541090 541501 101000	Telephone-Unallocated Internet Fees Cash Operating	272.70
38936	2/26/21	A T & T	541501 101000	Internet Fees Cash Operating	698.93
38937	2/26/21	AT&T Mobility	541090 101000	Telephone-Unallocated Cash Operating	358.99
38938	2/26/21	Brevard County Utility Resources	546104 101000	R & M Service - COI Cash Operating	100.00
38939	2/26/21	Brevard Uniform Co.	552090 552090 552090 552090 552090 552090 552090 552090 552090 101000	Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Uniforms - Unallocated Cash Operating	576.81
38940	2/26/21	City Of Cocoa	543190 101000	Water - Unallocated Cash Operating	176.84
38941	2/26/21	City Of Titusville	543190 543190 101000	Water - Unallocated Water - Unallocated Cash Operating	1,215.91
38942	2/26/21	Davis Vision, Inc.	523090 101000	Group Insurance - Unallocated Cash Operating	79.21
38943	2/26/21	Dish	541401 101000	Cable Service Cash Operating	68.56

Titusville-Cocoa Airport Authority
Check Register
For the Period From Feb 1, 2021 to Feb 28, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Description	Amount
38944	2/26/21	Federal Express	542101 101000	Express Mail Cash Operating	61.50
38945	2/26/21	Florida Coast Equipment	546203 546203 101000	R & M - Equip. - TIX R & M - Equip. - TIX Cash Operating	139.46
38946	2/26/21	Florida Power & Light	543090 543090 101000	Electricity - Unallocated Electricity - Unallocated Cash Operating	6,665.76
38947	2/26/21	Michael Baker International	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	46,821.67
38948	2/26/21	Michael Baker International	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	32,515.91
38949	2/26/21	Michael Baker International	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	1,873.82
38950	2/26/21	Michael Baker International	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	12,226.43
38951	2/26/21	Michael Baker International	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	6,113.21
38952	2/26/21	Standard Insurance Company	218500 219300 218700 101000	Life Insurance Short Term Disability Long Term Disability Cash Operating	542.08
38953	2/26/21	Vantagepoint Transfer Agents-3033	218200 219000 101000	Retirement Payable ICMA Loan Cash Operating	1,331.20
38954	2/26/21	V. A. Paving	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	304,898.36
38955	2/26/21	Windstream Communications	541090 101000	Telephone-Unallocated Cash Operating	41.04
38956	2/26/21	Philip Blaha	381100 101000	Transfer From Revenue Cash Operating	334.29
38957	2/26/21	Ron Gardner	207300	Due To From Revenue	275.48

Titusville-Cocoa Airport Authority
Check Register
For the Period From Feb 1, 2021 to Feb 28, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Description	Amount
			101000	Cash Operating	
38958	2/26/21	Shannon Gnolfo	207300	Due To From Revenue	88.06
			381100	Transfer From Revenue	
			101000	Cash Operating	
38959	2/26/21	David Kimmey	207300	Due To From Revenue	50.00
			101000	Cash Operating	
38960	2/26/21	Thomas Young	207300	Due To From Revenue	14.46
			101000	Cash Operating	
Total					454,770.84

Insurance - Property/Casualty

Titusville-Cocoa Airport Authority
Budget to Actual
February 2021

Expense	BUDGET	ARTHUR DUNN	SPACE COAST	MERRITT ISLAND	G & A	Unallocated	TOTAL	% BUDGET
Buildings & Equipment 545290								
Fuel Tank 545600	\$291,171.00					\$219,638.25	\$219,638.25	75.43%
General / Airport Liability 545702	\$3,750.00						\$0.00	0.00%
Auto Liability 545190	\$17,000.00						\$0.00	0.00%
Officers Liability 545500	\$19,830.00						\$0.00	0.00%
Employee Bond 545400	\$6,125.00						\$0.00	0.00%
	\$296.00				\$296.00		\$296.00	100.00%
Repairs & Maintenance								
Service Contracts (Pest 546101, Lift Station 546104, Dyna Fire, Add'l Dumpster Rental)	\$13,000.00	\$307.50	\$498.00	\$1,959.25	\$1,435.39		\$4,200.14	32.31%
Repairs/Maintenance	\$102,000.00	\$1,219.80	\$39,618.88	\$4,917.22	\$81.92	\$3,897.87	\$49,735.69	48.76%
Repairs/Maintenance **T-Hangar Maintenance**	\$180,000.00	\$11,219.78	\$6,408.91	\$3,822.26			\$21,450.95	11.92%
Printing/Binding								
General Printing 551101	\$700.00						\$0.00	0.00%
Promo Activities - Advertising								
Marketing & Website 548201	\$15,000.00						\$0.00	0.00%
Promotional Activities & Conferences 548101	\$7,000.00						\$0.00	0.00%
Other Charges/Obligations								
Legal Notices 548001 (FL Today)	\$7,000.00						\$0.00	0.00%
State / County Taxes & Fees 549101, ARFF Fire Line 549301, DEP Permits 534001, 549201 New Vehicle Fees	\$23,000.00				\$400.98		\$400.98	1.74%
Supplies								
Office Supplies 551001	\$6,000.00				\$1,675.69		\$1,675.69	27.93%
Operating Supplies 552101	\$45,000.00				\$9,717.79		\$9,717.79	21.60%
Furniture & Fixtures - Office Furniture 166400, 166500, Office SW, Computer Equipment 552202, Vehicle Tracking SW/HW	\$7,000.00				\$2,070.42		\$2,070.42	29.58%
Maintenance Uniforms 552090	\$4,000.00					\$1,602.25	\$1,602.25	40.06%
Books, Subscriptions, Memberships								
Dues & Memberships 554001	\$6,000.00				\$2,564.09		\$2,564.09	42.73%
Capital Outlay								
Vehicles/Equipment 561001	\$60,000.00					\$19,888.00	\$19,888.00	33.15%
Contingency								
Contingency	\$77,265.00						\$0.00	0.00%
Development	\$150,000.00		\$50,206.00	\$16,090.86			\$66,296.86	44.20%
Debt Service	\$174,445.44				\$72,685.60		\$72,685.60	41.67%
Renewal & Replacement	\$75,649.82				-\$7,185.22	\$56,147.00	\$48,961.78	64.72%
Total	\$2,454,533.00	\$51,103.34	\$158,181.62	\$46,199.91	\$300,879.05	\$339,512.50	\$895,876.42	36.50%

Financial Review
Cash Position, Commitments, Reserves
as of February 28, 2021

1) Cash On Hand:

a) Cash per Operating Fund Balance Sheet	\$1,093,703
b) Cash per Revenue Fund Balance Sheet	\$248,982
c) Cash per R & R Fund Balance Sheet	\$26,688
d) Cash per Debt Service Fund Balance Sheet	\$101,760
e) Cash per Development Fund Balance Sheet	-\$230,602
Total Cash on Hand	\$1,240,531

2) Plus Grants Receivable (*See "CIP Grant Summary Worksheet") **\$894,137**

Total Cash and Grants Receivable **\$2,134,667**

3) Less Restricted Cash

a) -----	\$0
b) -----	\$0
Total Unrestricted Cash	\$2,134,667

4) Less Funds Committed for Operations

a) Operations Reserve (Debt Service)	\$101,760
b) Renewal & Replacement Fund	\$26,688
c) Escrow Account - Security Deposits	\$248,982
d) Escrow Account - VAC	
e) Escrow Account - Grainger	
Total Funds Committed for Operations	\$377,430

5) Less Funds Committed for Projects

Projects	(*See "CIP Grant Summary Worksheet")		Funded
COI	South Apron Rehab	\$6,942	2019
COI	Runway 11/29 Rehab	\$21,770	2020
COI	North Area Security & Infrastructure	\$152,872	2015
COI	Corporate Hangar	\$0	2020
TIX	Demo Hangar 52	\$54,991	2020
TIX	Runway 9/27 Rehab (Design)	\$46,199	2020
TIX	East Side Apron - VAC	\$0	2020
TIX	East Side Apron - TCAA	\$114,298	2020
TIX	Replace MEL Tower Equipment	\$0	2020
Total Committed Funds		\$397,072	
6) Total Uncommitted Cash		\$1,360,166	

CAPITAL IMPROVEMENT PROJECT GRANT SUMMARY SHEET

3/17/2021

ICAA
Remaining
Commitment

Airport	Project Name	Project Total Cos	Grant Type	Date Funded	FAA	FDOT	ICAA / Local Match	ICAA Funds Spent To-Date	Grant Funds Remaining	ICAA Remaining Commitment
COI	Port-A-Port "B Box Hangar" Replacement (Construction)	\$1,794,962	80/20	2018	\$0.00	\$1,435,969.60	\$358,992.40	\$266,212.03	\$0.00	\$0.00
COI	South Apron Rehab (Design)	\$260,597	90/8/2	2019	\$234,537.30	\$20,847.76	\$5,211.94	\$5,211.94	\$0.00	\$0.00
COI	South Apron Rehab (Construction)	\$2,046,883	90/8/2	2019	\$1,842,194.70	\$163,750.64	\$40,937.66	\$33,995.34	\$354,890.15	\$6,942.32
COI	Runway 11/29 Rehab "dlp" (Design)	\$65,056	90/5/5	2018	\$58,550.40	\$3,253.00	\$5,460.95	\$5,460.95	\$0.00	\$0.00
COI	Runway 11/29 Rehab "dlp" (Construction)	\$1,088,481	90/8/2	2020	\$979,632.90	\$87,078.48	\$21,769.62	\$0.00	\$1,066,711.38	\$21,769.62
COI	Replace PAPIs	\$235,989	80/20	2019	\$0.00	\$186,791.20	\$47,197.80	\$47,197.80	\$0.40	\$0.00
COI	RSA Mitigation (Construction)	\$4,691,782	90/5/5	2015	\$4,222,586.00	\$242,684.00	\$242,684.00	\$242,684.00	\$0.00	\$0.00
COI	North Area Security & Infrastructure (Design & Constr	\$949,000	80/20	2015	\$0.00	\$759,200.00	\$189,800.00	\$38,928.13	\$611,487.48	\$152,871.87
COI	Corporate Hangar - Mark Grainger	\$704,800	50/50	2020	\$0.00	\$352,400.00	\$352,400.00	\$0.00	\$352,400.00	\$0.00
COI	CARES Act	\$99,000	100	2020	\$99,000.00	\$0.00	\$0.00	\$98,646.00	\$354.00	\$0.00
COI Total		\$11,936,530			\$7,436,507.30	\$3,253,974.68	\$1,264,454.37	\$736,336.04	\$2,385,843.41	\$181,583.81

TIX	Airfield Lighting Rehab (Construction)	\$2,363,814	90/5/5	2018	\$2,127,432.60	\$118,190.70	\$118,190.70	\$118,190.70	\$0.00	\$0.00
TIX	Airfield Signage Rehab (Construction)	\$299,350	90/8/2	2019	\$269,415.00	\$23,948.00	\$5,987.00	\$5,987.00	\$0.00	\$0.00
TIX	Demolition of Building 52	\$319,153	80/20	2020	\$0.00	\$255,322.40	\$63,830.60	\$8,839.40	\$219,964.79	\$54,991.20
TIX	Runway 9/27 Rehab (Design)	\$369,500	80/20	2020	\$0.00	\$295,600.00	\$73,900.00	\$27,700.82	\$184,796.73	\$46,199.18
TIX	Taxiway Delta	\$600,000	pending	pending	pending	pending	pending	pending	pending	pending
TIX	East Side Apron - Valiant Air Command (50/50)	\$720,000	50/50	2020	\$0.00	\$360,000.00	\$360,000.00	\$0.00	\$321,077.92	\$0.00
TIX	Taxiway and Apron - East Side (80/20)	\$610,000	80/20	2020	\$0.00	\$488,000.00	\$122,000.00	\$7,702.45	\$457,190.18	\$114,297.55
TIX	Replace MEL Tower Equipment (CARES Act)	\$145,148	100	2020	\$145,148.00	\$0.00	\$0.00	\$0.00	\$31,375.50	\$0.00
TIX	CARES Act	\$28,000	100	2020	\$28,000.00	\$0.00	\$0.00	\$0.00	\$28,000.00	\$0.00
TIX Total		\$5,454,965			\$2,669,995.60	\$1,541,061.10	\$743,908.30	\$168,420.37	\$1,242,405.12	\$215,487.93

X21	Replace PAPIs (Design & Construction)	\$291,620	90/8/2	2019	\$262,458.00	\$23,329.60	\$5,832.40	\$5,253.56	\$26,047.71	\$0.00
X21	Airfield Marking Rehab (Design & Construction)	\$74,800	90/8/2	2019	\$67,320.00	\$5,984.00	\$1,496.00	\$1,382.59	\$4,174.65	\$0.00
X21	CARES Act	\$2,000	100	2020	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
X21 Total		\$368,420			\$331,778.00	\$29,313.60	\$7,328.40	\$6,636.15	\$32,222.36	\$0.00

Grand Totals

\$17,759,915

\$10,338,275

\$4,824,349

\$2,015,691

\$911,393

\$3,660,471

\$397,072

RECEIVABLES - STATUS OF FUNDING DRAWS

TIX	Replace MEL Tower Equipment	\$113,772.50	FAA Draw PROCESSED 3/10/21	
COI	RSA Mitigation	\$17,350.00	FDOT Draw PROCESSED 3/4/21	
COI	PAPIs Replacement	\$55,164.73	FDOT Draw PROCESSED 3/4/21	
COI	CARES Act	\$69,000.00	FAA Draw PROCESSED 2/17/21, awaiting close-out documents	
TIX	VAC Apron (50/50)	\$77,844.16	FDOT & VAC Draws PROCESSED 3/11/21 *Awaiting Engineer Final Estimates, VAC Disbursement of Funds (requested 2/3/2021)	
COI	South Apron Rehab	\$344,685.63	FDOT & FAA Draws PENDING	
X21	PAPIs and Markings	\$39,318.80	*Awaiting Board Approval of Invoice (3/18/2021)	
TIX	Taxiway & East Side Apron (80/20)	\$30,809.82	*Awaiting Board Approval of Invoice (3/18/2021)	
TIX	Runway 9/27 Design	\$110,803.27	*Awaiting Board Approval of Invoice (3/18/2021)	
TIX	Hangar 52 Demo	\$35,357.61	*Awaiting Board Approval of Invoice (3/18/2021)	

\$894,136.52

Titusville-Cocoa Airport Authority
Balance Sheet
February 28, 2021

ASSETS

Cash		
Cash Operating	\$	213,665.59
Cash Savings		1,093,702.77
Cash - Payroll		(2,857.19)
Petty Cash		350.00
Petty Cash - Mini's		145.56
		<hr/>
Total Cash		1,305,006.73
Current Assets		
Prepaid Expenses		0.13
Insurance Payable		(6,725.91)
		<hr/>
Total Current Assets		(6,725.78)
Property and Equipment		
Land Improve. - X21		3,163,568.79
Land Improve. - TIX		11,709,132.01
Land Improve. - COI		1,678,821.00
Bldg. Improve. - X21		2,386,882.77
Bldg. Improve. - TIX		18,627,375.58
Bldg. Improve. - COI		6,230,575.94
Allow/Dep Bldg - X21		(1,555,522.70)
Allow/Dep Bldg - TIX		(5,607,495.95)
Allow/Dep Bldg - COI		(4,484,212.17)
Runway Lighting - X21		2,827,636.56
Runway Lighting - TIX		23,799,310.95
Runway Lighting - COI		10,124,583.69
Allow/Dep Land - X21		(37,943.70)
Allow/Dep Lighting - X21		(1,305,974.12)
Allow/Dep Land - TIX		(427,469.70)
Allow/Dep Lighting - TIX		(9,621,993.07)
Allow/Dep Land - COI		(90,603.16)
Allow/Dep Lighting - COI		(3,311,049.65)
Radio Equipment		546,107.42
Fire Equipment		13,607.95
Vehicles		1,169,867.41
Tools & Equip.		160,591.76
Tools & Equipment - X21		4,295.69
Tools & Equipment - COI		17,633.75
Furniture		36,979.12
Fixtures & Equip.		145,589.73
Fixtures & Equip. - X21		34,325.49
Furniture & Fix - COI		32,949.78
Other Assets		1,219,447.34
Heavy Equipment - TIX		385,095.95
Heavy Equipment - COI		37,986.48
Allow/Dep Radio Equip		(523,905.91)
Allow/Dep Fire Equip		(13,607.95)
Allow/Dep Vehicles		(1,088,609.20)
Allow/Dep Tools & Equip		(176,138.43)
Allow/Dep Furniture		(32,980.57)
Allow/Dep Fix & Equip		(142,657.47)
Allow/Dep Fix & Equip X21		(34,325.49)
Allow/Dep Fix & Equip COI		(32,949.78)
Allow/Dep Other Assets		(1,207,705.91)
Allow/Dep Heavy Equip		(369,814.43)
		<hr/>
Total Property and Equipment		54,287,405.80

Unaudited - For Management Purposes Only

Titusville-Cocoa Airport Authority
Balance Sheet
February 28, 2021

Other Assets

Total Other Assets	0.00
Total Assets	\$ 55,585,686.75

LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable	\$ (1,625.00)
Pension Costs - Unamortized	(407,918.00)
Insurance Proceeds	20,000.00
Wages Payable	22,721.30
Fica W/H	8,060.22
Retirement Payable	(105.81)
Life Insurance	(1,362.37)
Payable Child Support	7,318.66
Long Term Disability	(381.42)
ICMA Loan	188.17
Group Health	41,755.94
Med Msa	(525.06)
Short Term Disability	(466.29)
Florida Retirement	2,146.03
Accrued Vacation & Sick	110,098.87
Post Employment Benefits	53,036.00
Retirement Payable	1,262,123.00
Deferred Inflows of Pension Ea	145,122.00
Deferred Inflows of OPEB earni	10,243.00
Transfer To R & R Fund	(142,051.39)
Transfer To Debt Service	(348,890.28)
Transfer To Development	(1,174,273.69)
Total Current Liabilities	(394,786.12)

Long-Term Liabilities

Suntrust	1,518,252.35
Total Long-Term Liabilities	1,518,252.35
Total Liabilities	1,123,466.23

Capital

Contributions Local Gov't	7,905,553.21
Contributions FAA	35,720,937.95
Contributions FDOT	25,280,789.67
Contributions DEP	80,853.00
Contributions GSA	7,404.00
Contributions FBO	5,760.00
Contributions Other	4,326,229.81
Retained Earnings	(19,087,230.02)
Net Income	221,922.90
Total Capital	54,462,220.52
Total Liabilities & Capital	\$ 55,585,686.75

Titusville-Cocoa Airport Authority
Income Statement
For the Five Months Ending February 28, 2021

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Misc. Income	0.00	2,633.70	1,961.54	3,258.70
Interest Income	0.67	2.81	4.85	19.54
From Revenue	206,252.75	160,049.97	1,116,548.22	1,095,904.46
Transfer From Re	(344.87)	0.00	(715.29)	(554.30)
Total Revenues	205,908.55	162,686.48	1,117,799.32	1,098,628.40
Cost of Sales				
Total Cost of Sale	0.00	0.00	0.00	0.00
Gross Profit	205,908.55	162,686.48	1,117,799.32	1,098,628.40
Expenses				
Executive Salarie	15,161.52	15,161.52	77,988.36	77,988.36
Salaries - G & A	14,664.42	14,067.53	80,654.31	76,592.60
Salaries - X21	4,860.80	5,988.00	26,734.42	26,153.52
Salaries - TIX	17,085.77	24,934.10	96,380.71	104,700.59
Salaries - COI	5,443.20	7,683.20	29,937.65	35,189.36
Salaries - Unalloc	(5,248.01)	(14,063.20)	(30,581.24)	(29,363.30)
Education	0.00	921.50	795.88	1,286.50
Payroll Taxes - G	2,642.18	2,757.70	14,663.34	13,447.24
Payroll Taxes - X	185.93	183.23	1,022.61	913.33
Payroll Taxes - TI	854.77	995.72	4,682.43	4,982.77
Payroll Taxes - C	208.20	202.08	1,145.10	1,010.40
Payroll Taxes - U	(64.83)	(164.05)	(3,889.40)	(1,477.48)
FL Retirement -	6,722.10	9,419.15	35,210.85	34,681.64
FL Retirement -	243.04	304.31	1,169.38	1,099.69
FL Retirement - T	1,414.13	2,036.64	6,096.46	7,627.86
FL Retirement -	272.16	335.62	1,309.50	1,230.58
FL Retirement -	0.00	1.97	1,064.27	83.76
Group Insurance -	4,836.75	4,853.89	27,084.43	31,831.84
Group Insurance -	6,716.05	7,270.82	33,439.37	40,241.66
Workman's Comp	0.00	0.00	5,991.50	6,690.00
Prof. Service - Le	3,822.50	1,935.00	21,171.60	14,178.21
Prof. Serv. Gen C	0.00	0.00	1,500.00	1,878.16
Prof. Serv.-ARFF	0.00	519.54	685.63	519.54
Prof Serv - Tech	0.00	0.00	0.00	3,000.00
Accounting & Au	397.54	6,363.73	27,480.84	20,257.72
Contracts & Perm	0.00	0.00	180.00	0.00
Travel - G & A	0.00	0.00	0.00	106.26
Travel - Training	0.00	0.00	1,632.44	0.00
Telephone	0.00	562.51	848.86	5,315.70
Telephone-Unallo	1,101.33	0.00	5,791.40	0.00
Cellular Phones	482.34	675.70	4,062.24	3,129.81
Cable Service	130.12	0.00	650.53	299.71
Internet Fees	751.72	230.90	7,586.09	4,062.00
Freight & Postage	0.00	0.00	1,215.36	1,020.99
Express Mail	61.50	0.00	123.00	234.20
Electricity - Unall	7,354.01	6,065.40	40,293.60	41,339.45
Water - Unallocat	1,392.75	1,012.36	7,663.92	8,755.53
Solid Waste - X2	0.00	0.00	9,429.85	9,292.63
Solid Waste - TI	0.00	0.00	4,496.23	1,309.60
Solid Waste - CO	0.00	0.00	3,108.93	2,887.83
Stormwater Fees -	0.00	0.00	0.00	1,122.47

For Management Purposes Only

Titusville-Cocoa Airport Authority
Income Statement
For the Five Months Ending February 28, 2021

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Rentals & Leases	425.32	121.50	3,012.79	1,927.50
Rentals & Leases	0.00	0.00	0.00	231.60
Rentals & Leases	0.00	0.00	0.00	306.32
Rentals & Leases	0.00	0.00	242.07	0.00
Copy Machine Re	0.00	172.83	343.25	544.05
Postage Machine	(138.00)	138.00	138.00	276.00
Phone System Re	0.00	95.99	0.00	491.58
Property Insuranc	0.00	0.00	0.00	218,378.25
Property Ins - Un	0.00	0.00	219,638.25	(29,939.00)
Employee Bond	0.00	0.00	296.00	296.00
Officers Liability	0.00	0.00	7,177.00	6,752.00
Fuel Tank Ins. - C	0.00	0.00	0.00	1,193.00
R & M - TIX	0.00	793.75	5,571.57	853.65
R & M - COI	0.00	0.00	0.00	383.67
R & M - Unalloca	0.00	53.96	582.22	2,975.26
R & M Service -	256.00	256.00	768.00	918.00
R & M Service -	307.50	0.00	307.50	0.00
R & M Service -	498.00	0.00	498.00	0.00
R & M Service -	100.00	100.00	1,959.25	500.00
R & M Service -	0.00	426.33	0.00	777.33
R & M - Equip. -	0.00	0.00	0.00	7,969.96
R & M - Equip. -	0.00	981.48	0.00	5,241.74
R & M - Equip. -	226.44	4,363.46	2,515.61	7,989.27
R & M - Equip. -	0.00	771.46	0.00	2,333.14
R & M - Equip. -	0.00	798.41	32.99	6,507.00
R & M - Bldgs. -	0.00	2.00	0.00	95.46
R & M - Bldgs. -	0.00	0.00	1,219.80	0.00
R & M - Bldgs. -	8,982.50	241.50	29,502.82	24,910.13
R & M - Bldgs. -	0.00	14.47	4,917.22	106.76
R & M - Bldgs. -	24.97	588.74	3,282.66	3,257.43
R & M - Autos -	0.00	0.00	81.92	123.04
R & M - Autos -	0.00	0.00	0.00	284.44
R & M - Autos -	0.00	208.84	2,028.88	350.40
R & M - Autos -	0.00	0.00	0.00	1,653.81
T-Hangar Mainte	0.00	0.00	11,219.78	495.22
T-Hangar Mainte	705.14	237.92	6,408.91	9,314.97
T-Hangar Mainte	0.00	0.00	3,822.26	6,501.62
Promotional Ads	0.00	238.94	0.00	614.30
General Promo A	0.00	0.00	0.00	1,435.00
Marketing - G &	0.00	749.85	0.00	1,057.76
Other - Tax Colle	0.00	0.00	240.98	0.00
Other- ARFF Fire	0.00	1,069.61	160.00	5,024.06
Office Supplies	516.69	753.46	1,675.69	3,703.84
Uniforms - Unall	576.81	0.00	1,602.25	2,393.44
Fuel - G & A	571.80	2,661.11	9,717.79	14,062.15
Cleaning - G &	510.00	510.00	3,570.00	2,550.00
Computer Equip	0.00	541.72	2,070.42	6,733.58
Dues & Members	232.28	1,609.73	2,564.09	2,254.27
Capital Outlay -	0.00	0.00	0.00	100,000.00
Capital Outlay -	0.00	0.00	19,888.00	0.00
Total Expenses	105,287.44	118,755.93	895,876.42	977,448.73
Net Income	\$ 100,621.11	\$ 43,930.55	\$ 221,922.90	\$ 121,179.67

For Management Purposes Only

Titusville-Cocoa Airport Authority
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
101000	2/1/21			Beginning Balance			214,545.49
Cash Operating	2/9/21	38911	CDJ	Ace Hardware 015		24.97	
	2/9/21	38912	CDJ	ACF Standby Syst		498.00	
	2/9/21	38913	CDJ	AG-PRO Compani		86.98	
	2/9/21	38914	CDJ	Alligator Plumbing		225.00	
	2/9/21	38915	CDJ	A T & T		481.39	
	2/9/21	38916	CDJ	AVCON		3,125.22	
	2/9/21	38917	CDJ	AVCON		2,439.20	
	2/9/21	38918	CDJ	Board Of Co. Com		11,973.59	
	2/9/21	38919	CDJ	Dish		61.56	
	2/9/21	38920	CDJ	Faster Than Sound		510.00	
	2/9/21	38921	CDJ	Florida Power & Li		688.25	
	2/9/21	38922	CDJ	Lacey's Lock Servi		270.00	
	2/9/21	38923	CDJ	Nix Pest Managem		256.00	
	2/9/21	38924	CDJ	Safety-Kleen Syste		307.50	
	2/9/21	38925	CDJ	Staples		516.69	
	2/9/21	38926	CDJ	Vantagepoint Tran		1,331.20	
	2/9/21	38927	CDJ	Waste Managem		425.32	
	2/9/21	38928	CDJ	Watkins Fuel Oil		571.80	
	2/9/21	38929	CDJ	WhiteBird Attorney		3,822.50	
	2/9/21	38930	CDJ	Harrel Crenshaw		349.83	
	2/9/21	38931	CDJ	Andy Turner		47.52	
	2/9/21	38932	CDJ	Robert Turner		25.00	
	2/10/21	38933	CDJ	Tilford Air & Heat, I		8,757.50	
	2/26/21	38934	CDJ	SYNCB/AMAZON		435.14	
	2/26/21	38935	CDJ	A T & T		272.70	
	2/26/21	38936	CDJ	AT&T		698.93	
	2/26/21	38937	CDJ	AT&T Mobility		358.99	
	2/26/21	38938	CDJ	Brevard County Util		100.00	
	2/26/21	38939	CDJ	Brevard Uniform C		576.81	
	2/26/21	38940	CDJ	City Of Cocoa		176.84	
	2/26/21	38941	CDJ	City Of Titusville		1,215.91	
	2/26/21	38942	CDJ	Davis Vision, Inc.		79.21	
	2/26/21	38943	CDJ	Dish		68.56	
	2/26/21	38944	CDJ	Federal Express		61.50	
	2/26/21	38945	CDJ	Florida Coast Equi		139.46	
	2/26/21	38946	CDJ	Florida Power & Li		6,665.76	
	2/26/21	38947	CDJ	Michael Baker Inter		46,821.67	
	2/26/21	38948	CDJ	Michael Baker Inter		32,515.91	
	2/26/21	38949	CDJ	Michael Baker Inter		1,873.82	
	2/26/21	38950	CDJ	Michael Baker Inter		12,226.43	
	2/26/21	38951	CDJ	Michael Baker Inter		6,113.21	
	2/26/21	38952	CDJ	Standard Insuranc		542.08	
	2/26/21	38953	CDJ	Vantagepoint Tran		1,331.20	
	2/26/21	38954	CDJ	V. A. Paving		304,898.36	
	2/26/21	38955	CDJ	Windstream Comm		41.04	
	2/26/21	38956	CDJ	Philip Blaha		334.29	
	2/26/21	38957	CDJ	Ron Gardner		275.48	
	2/26/21	38958	CDJ	Shannon Gnolfo		88.06	
	2/26/21	38959	CDJ	David Kimmey		50.00	
	2/26/21	38960	CDJ	Thomas Young		14.46	
	2/28/21	EOM	GEN	FRS		10,049.78	
	2/28/21	EOM	GEN	Deposit	491,679.37		
	2/28/21	EOM	GEN	FICA		13,087.23	
	2/28/21	EOM	GEN	Paychex		397.54	
	2/28/21	EOM	GEN	Sales Tax		13,771.52	
	2/28/21	EOM	GEN	Adjustment to bala		0.02	
	2/28/21	EOM	GEN	Sprint		482.34	
				Current Period Cha	491,679.37	492,559.27	-879.90
	2/28/21			Ending Balance			213,665.59

Titusville-Cocoa Airport Authority
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
101200 Cash Savings	2/1/21			Beginning Balance			990,959.26
	2/28/21	EOM	GEN	Bank Fees		232.28	
	2/28/21	EOM	GEN	Miscellaneous Dep	138.67		
	2/28/21	EOM	GEN	Repay Op	410,853.59		
	2/28/21	EOM	GEN	Transfer AP		528,040.74	
	2/28/21	EOM	GEN	Budget Transfer	206,252.75		
	2/28/21	EOM	GEN	Sales Tax	13,771.52		
				Current Period Cha	631,016.53	528,273.02	102,743.51
	2/28/21			Ending Balance			1,093,702.77
101400 Cash - Payroll	2/1/21			Beginning Balance			-3,315.51
	2/12/21	Payroll 021	GEN	Payroll 021221		1,628.36	
	2/26/21	Payroll 022	GEN	Payroll 022621		867.41	
	2/28/21	EOM	GEN	Deposit	36,361.37		
	2/28/21	EOM	GEN	DD		33,407.28	
				Current Period Cha	36,361.37	35,903.05	458.32
	2/28/21			Ending Balance			-2,857.19
101600 Accounts Payable	2/1/21			Beginning Balance			1,625.00
	2/28/21			Ending Balance			1,625.00
102000 Petty Cash	2/1/21			Beginning Balance			350.00
	2/28/21			Ending Balance			350.00
10300 Petty Cash - Mini's	2/1/21			Beginning Balance			145.56
	2/28/21			Ending Balance			145.56
155000 Prepaid Expenses	2/1/21			Beginning Balance			0.13
	2/28/21			Ending Balance			0.13
157000 Insurance Payable	2/1/21			Beginning Balance			-6,527.39
	2/12/21	Payroll 021	GEN	Payroll 021221		99.26	
	2/26/21	Payroll 022	GEN	Payroll 022621		99.26	
				Current Period Cha		198.52	-198.52
	2/28/21			Ending Balance			-6,725.91
161200 Land Improve. - X21	2/1/21			Beginning Balance			3,163,568.79
	2/28/21			Ending Balance			3,163,568.79
161300 Land Improve. - TIX	2/1/21			Beginning Balance			11,709,132.0
	2/28/21			Ending Balance			11,709,132.0
161400 Land Improve. - COI	2/1/21			Beginning Balance			1,678,821.00
	2/28/21			Ending Balance			1,678,821.00

Titusville-Cocoa Airport Authority
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
162200 Bldg. Improve. - X21	2/1/21			Beginning Balance			2,386,882.77
	2/28/21			Ending Balance			2,386,882.77
162300 Bldg. Improve. - TIX	2/1/21			Beginning Balance			18,627,375.5
	2/28/21			Ending Balance			18,627,375.5
162400 Bldg. Improve. - COI	2/1/21			Beginning Balance			6,230,575.94
	2/28/21			Ending Balance			6,230,575.94
163200 Allow/Dep Bldg - X21	2/1/21			Beginning Balance			-1,555,522.70
	2/28/21			Ending Balance			-1,555,522.70
163300 Allow/Dep Bldg - TIX	2/1/21			Beginning Balance			-5,607,495.95
	2/28/21			Ending Balance			-5,607,495.95
163400 Allow/Dep Bldg - COI	2/1/21			Beginning Balance			-4,484,212.17
	2/28/21			Ending Balance			-4,484,212.17
164200 Runway Lighting - X2	2/1/21			Beginning Balance			2,827,636.56
	2/28/21			Ending Balance			2,827,636.56
164300 Runway Lighting - TIX	2/1/21			Beginning Balance			23,799,310.9
	2/28/21			Ending Balance			23,799,310.9
164400 Runway Lighting - CO	2/1/21			Beginning Balance			10,124,583.6
	2/28/21			Ending Balance			10,124,583.6
165200 Allow/Dep Land - X21	2/1/21			Beginning Balance			-37,943.70
	2/28/21			Ending Balance			-37,943.70
165210 Allow/Dep Lighting - X	2/1/21			Beginning Balance			-1,305,974.12
	2/28/21			Ending Balance			-1,305,974.12
165300 Allow/Dep Land - TIX	2/1/21			Beginning Balance			-427,469.70
	2/28/21			Ending Balance			-427,469.70
165320	2/1/21			Beginning Balance			-9,621,993.07

**Titusville-Cocoa Airport Authority
General Ledger**

For the Period From Feb 1, 2021 to Feb 28, 2021

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Allow/Dep Lighting - T	2/28/21			Ending Balance			-9,621,993.07
165400	2/1/21			Beginning Balance			-90,603.16
Allow/Dep Land - COI	2/28/21			Ending Balance			-90,603.16
165420	2/1/21			Beginning Balance			-3,311,049.65
Allow/Dep Lighting - C	2/28/21			Ending Balance			-3,311,049.65
166000	2/1/21			Beginning Balance			546,107.42
Radio Equipment	2/28/21			Ending Balance			546,107.42
166100	2/1/21			Beginning Balance			13,607.95
Fire Equipment	2/28/21			Ending Balance			13,607.95
166200	2/1/21			Beginning Balance			1,169,867.41
Vehicles	2/28/21			Ending Balance			1,169,867.41
166300	2/1/21			Beginning Balance			160,591.76
Tools & Equip.	2/28/21			Ending Balance			160,591.76
166350	2/1/21			Beginning Balance			4,295.69
Tools & Equipment - X	2/28/21			Ending Balance			4,295.69
166375	2/1/21			Beginning Balance			17,633.75
Tools & Equipment -	2/28/21			Ending Balance			17,633.75
166400	2/1/21			Beginning Balance			36,979.12
Furniture	2/28/21			Ending Balance			36,979.12
166500	2/1/21			Beginning Balance			145,589.73
Fixtures & Equip.	2/28/21			Ending Balance			145,589.73
166602	2/1/21			Beginning Balance			34,325.49
Fixtures & Equip. - X2	2/28/21			Ending Balance			34,325.49
166604	2/1/21			Beginning Balance			32,949.78
Furniture & Fix - COI							

**Titusville-Cocoa Airport Authority
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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	2/28/21			Ending Balance			32,949.78
166800 Other Assets	2/1/21			Beginning Balance			1,219,447.34
	2/28/21			Ending Balance			1,219,447.34
166903 Heavy Equipment - TI	2/1/21			Beginning Balance			385,095.95
	2/28/21			Ending Balance			385,095.95
166904 Heavy Equipment - C	2/1/21			Beginning Balance			37,986.48
	2/28/21			Ending Balance			37,986.48
167000 Allow/Dep Radio Equi	2/1/21			Beginning Balance			-523,905.91
	2/28/21			Ending Balance			-523,905.91
167100 Allow/Dep Fire Equip	2/1/21			Beginning Balance			-13,607.95
	2/28/21			Ending Balance			-13,607.95
167200 Allow/Dep Vehicles	2/1/21			Beginning Balance			-1,088,609.20
	2/28/21			Ending Balance			-1,088,609.20
167300 Allow/Dep Tools & Eq	2/1/21			Beginning Balance			-176,138.43
	2/28/21			Ending Balance			-176,138.43
167400 Allow/Dep Furniture	2/1/21			Beginning Balance			-32,980.57
	2/28/21			Ending Balance			-32,980.57
167500 Allow/Dep Fix & Equip	2/1/21			Beginning Balance			-142,657.47
	2/28/21			Ending Balance			-142,657.47
167602 Allow/Dep Fix & Equip	2/1/21			Beginning Balance			-34,325.49
	2/28/21			Ending Balance			-34,325.49
167604 Allow/Dep Fix & Equip	2/1/21			Beginning Balance			-32,949.78
	2/28/21			Ending Balance			-32,949.78
167800 Allow/Dep Other Asse	2/1/21			Beginning Balance			-1,207,705.91
	2/28/21			Ending Balance			-1,207,705.91

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
167903 Allow/Dep Heavy Equi	2/1/21			Beginning Balance			-369,814.43
	2/28/21			Ending Balance			-369,814.43
199000 Pension Costs - Una	2/1/21			Beginning Balance			407,918.00
	2/28/21			Ending Balance			407,918.00
205100 Insurance Proceeds	2/1/21			Beginning Balance			-20,000.00
	2/28/21			Ending Balance			-20,000.00
207100 Due To From Develop	2/1/21			Beginning Balance			
	2/9/21	38916	CDJ	AVCON - Invoice 1	3,125.22		
	2/9/21	38917	CDJ	AVCON - Invoice 1	2,439.20		
	2/26/21	38947	CDJ	Michael Baker Inter	46,821.67		
	2/26/21	38948	CDJ	Michael Baker Inter	32,515.91		
	2/26/21	38949	CDJ	Michael Baker Inter	1,873.82		
	2/26/21	38950	CDJ	Michael Baker Inter	12,226.43		
	2/26/21	38951	CDJ	Michael Baker Inter	6,113.21		
	2/26/21	38954	CDJ	V. A. Paving - Invoi	304,898.36		
	2/28/21	EOM	GEN	Due to from Develo		410,013.82	
				Current Period Cha	410,013.82	410,013.82	
	2/28/21			Ending Balance			
207300 Due To From Revenu	2/1/21			Beginning Balance			
	2/9/21	38930	CDJ	Harrel Crenshaw -	349.83		
	2/9/21	38931	CDJ	Andy Turner - REF	50.00		
	2/9/21	38931	CDJ	Andy Turner - REF	25.00		
	2/9/21	38932	CDJ	Robert Turner - RE	25.00		
	2/26/21	38957	CDJ	Ron Gardner - REF	275.48		
	2/26/21	38958	CDJ	Shannon Gnolfo -	50.00		
	2/26/21	38959	CDJ	David Kimmey - R	50.00		
	2/26/21	38960	CDJ	Thomas Young - R	14.46		
	2/28/21	EOM	GEN	Due to from Reven		839.77	
				Current Period Cha	839.77	839.77	
	2/28/21			Ending Balance			
216000 Wages Payable	2/1/21			Beginning Balance			-22,721.30
	2/28/21			Ending Balance			-22,721.30
218000 Fica W/H	2/1/21			Beginning Balance			-8,060.22
	2/12/21	Payroll 021	GEN	Payroll 021221		1,962.69	
	2/12/21	Payroll 021	GEN	Payroll 021221		1,962.67	
	2/26/21	Payroll 022	GEN	Payroll 022621		1,863.55	
	2/26/21	Payroll 022	GEN	Payroll 022621		1,863.59	
	2/28/21	EOM	GEN	FICA W/H	7,652.50		
				Current Period Cha	7,652.50	7,652.50	
	2/28/21			Ending Balance			-8,060.22
218100 Federal W/H	2/1/21			Beginning Balance			
	2/12/21	Payroll 021	GEN	Payroll 021221		2,768.75	

Titusville-Cocoa Airport Authority
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	2/26/21	Payroll 022	GEN	Payroll 022621		2,665.98	
	2/28/21	EOM	GEN	Federal W/H	5,434.73		
				Current Period Cha	5,434.73	5,434.73	
	2/28/21			Ending Balance			
218200 Retirement Payable	2/1/21			Beginning Balance			105.81
	2/9/21	38926	CDJ	Vantagepoint Tran	950.00		
	2/12/21	Payroll 021	GEN	Payroll 021221		950.00	
	2/26/21	38953	CDJ	Vantagepoint Tran	950.00		
	2/26/21	Payroll 022	GEN	Payroll 022621		950.00	
				Current Period Cha	1,900.00	1,900.00	
	2/28/21			Ending Balance			105.81
218300 Due To Credit Union	2/1/21			Beginning Balance			
	2/12/21	Payroll 021	GEN	Payroll 021221		16,741.24	
	2/26/21	Payroll 022	GEN	Payroll 022621		16,666.04	
	2/28/21	EOM	GEN	DD	33,407.28		
				Current Period Cha	33,407.28	33,407.28	
	2/28/21			Ending Balance			
218500 Life Insurance	2/1/21			Beginning Balance			1,287.02
	2/12/21	Payroll 021	GEN	Payroll 021221		144.05	
	2/26/21	38952	CDJ	Standard Insuranc	363.45		
	2/26/21	Payroll 022	GEN	Payroll 022621		144.05	
				Current Period Cha	363.45	288.10	75.35
	2/28/21			Ending Balance			1,362.37
218600 Payable Child Support	2/1/21			Beginning Balance			-6,860.34
	2/12/21	Payroll 021	GEN	Payroll 021221		229.16	
	2/26/21	Payroll 022	GEN	Payroll 022621		229.16	
				Current Period Cha		458.32	-458.32
	2/28/21			Ending Balance			-7,318.66
218700 Long Term Disability	2/1/21			Beginning Balance			380.19
	2/12/21	Payroll 021	GEN	Payroll 021221		56.32	
	2/26/21	38952	CDJ	Standard Insuranc	113.87		
	2/26/21	Payroll 022	GEN	Payroll 022621		56.32	
				Current Period Cha	113.87	112.64	1.23
	2/28/21			Ending Balance			381.42
219000 ICMA Loan	2/1/21			Beginning Balance			-188.17
	2/9/21	38926	CDJ	Vantagepoint Tran	381.20		
	2/12/21	Payroll 021	GEN	Payroll 021221		381.20	
	2/26/21	38953	CDJ	Vantagepoint Tran	381.20		
	2/26/21	Payroll 022	GEN	Payroll 022621		381.20	
				Current Period Cha	762.40	762.40	
	2/28/21			Ending Balance			-188.17
219100 Group Health	2/1/21			Beginning Balance			-40,503.32
	2/12/21	Payroll 021	GEN	Payroll 021221		626.31	
	2/26/21	Payroll 022	GEN	Payroll 022621		626.31	
				Current Period Cha		1,252.62	-1,252.62
	2/28/21			Ending Balance			-41,755.94

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
219200 Med Msa	2/1/21			Beginning Balance			525.04
	2/9/21	38918	CDJ	Board Of Co. Com	500.00		
	2/12/21	Payroll 021	GEN	Payroll 021221		249.99	
	2/26/21	Payroll 022	GEN	Payroll 022621		249.99	
				Current Period Cha	500.00	499.98	0.02
	2/28/21			Ending Balance			525.06
219300 Short Term Disability	2/1/21			Beginning Balance			464.71
	2/12/21	Payroll 021	GEN	Payroll 021221		31.59	
	2/26/21	38952	CDJ	Standard Insuranc	64.76		
	2/26/21	Payroll 022	GEN	Payroll 022621		31.59	
				Current Period Cha	64.76	63.18	1.58
	2/28/21			Ending Balance			466.29
219400 Florida Retirement	2/1/21			Beginning Balance			-2,276.49
	2/12/21	Payroll 021	GEN	Payroll 021221		762.95	
	2/26/21	Payroll 022	GEN	Payroll 022621		504.95	
	2/28/21	EOM	GEN	EE Contribution	1,398.36		
				Current Period Cha	1,398.36	1,267.90	130.46
	2/28/21			Ending Balance			-2,146.03
225000 Accrued Vacation & Si	2/1/21			Beginning Balance			-110,098.87
	2/28/21			Ending Balance			-110,098.87
225500 Post Employment Ben	2/1/21			Beginning Balance			-53,036.00
	2/28/21			Ending Balance			-53,036.00
226000 Retirement Payable	2/1/21			Beginning Balance			-1,262,123.00
	2/28/21			Ending Balance			-1,262,123.00
233800 Suntrust	2/1/21			Beginning Balance			-1,518,252.35
	2/28/21			Ending Balance			-1,518,252.35
252000 Contributions Local G	2/1/21			Beginning Balance			-7,905,553.21
	2/28/21			Ending Balance			-7,905,553.21
252200 Contributions FAA	2/1/21			Beginning Balance			-35,720,937.9
	2/28/21			Ending Balance			-35,720,937.9
252400 Contributions FDOT	2/1/21			Beginning Balance			-25,280,789.6
	2/28/21			Ending Balance			-25,280,789.6
252600 Contributions DEP	2/1/21			Beginning Balance			-80,853.00
	2/28/21			Ending Balance			-80,853.00

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
252800 Contributions GSA	2/1/21			Beginning Balance			-7,404.00
	2/28/21			Ending Balance			-7,404.00
253000 Contributions FBO	2/1/21			Beginning Balance			-5,760.00
	2/28/21			Ending Balance			-5,760.00
253200 Contributions Other	2/1/21			Beginning Balance			-4,326,229.81
	2/28/21			Ending Balance			-4,326,229.81
272000 Retained Earnings	2/1/21			Beginning Balance			19,087,230.0
	2/28/21			Ending Balance			19,087,230.0
299000 Deferred Inflows of Pe	2/1/21			Beginning Balance			-145,122.00
	2/28/21			Ending Balance			-145,122.00
299100 Deferred Inflows of O	2/1/21			Beginning Balance			-10,243.00
	2/28/21			Ending Balance			-10,243.00
360000 Misc. Income	2/1/21			Beginning Balance			-1,961.54
	2/28/21			Ending Balance			-1,961.54
361000 Interest Income	2/1/21			Beginning Balance			-4.18
	2/28/21	EOM	GEN	Suntrust Interest		0.67	-0.67
	2/28/21			Current Period Cha		0.67	-4.85
				Ending Balance			-4.85
381000 From Revenue	2/1/21			Beginning Balance			-910,295.47
	2/28/21	EOM	GEN	Budget Transfer		206,252.75	-206,252.75
	2/28/21			Current Period Cha		206,252.75	-1,116,548.22
				Ending Balance			-1,116,548.22
381100 Transfer From Reven	2/1/21			Beginning Balance			370.42
	2/9/21	38931	CDJ	Andy Turner - REF		13.74	
	2/9/21	38931	CDJ	Andy Turner - REF		13.74	
	2/26/21	38956	CDJ	Philip Blaha - REF	334.29		
	2/26/21	38958	CDJ	Shannon Gnolfo -	38.06		
				Current Period Cha	372.35	27.48	344.87
	2/28/21			Ending Balance			715.29
481200 Transfer To R & R Fu	2/1/21			Beginning Balance			142,051.39
	2/28/21			Ending Balance			142,051.39

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
481400 Transfer To Debt Serv	2/1/21			Beginning Balance			348,890.28
	2/28/21			Ending Balance			348,890.28
481500 Transfer To Developm	2/1/21			Beginning Balance			1,174,273.69
	2/28/21			Ending Balance			1,174,273.69
511001 Executive Salaries	2/1/21			Beginning Balance			62,826.84
	2/12/21	Payroll 021	GEN	Payroll 021221	8,180.76		
	2/26/21	Payroll 022	GEN	Payroll 022621	6,980.76		
				Current Period Cha	15,161.52		15,161.52
	2/28/21			Ending Balance			77,988.36
512001 Salaries - G & A	2/1/21			Beginning Balance			65,989.89
	2/12/21	Payroll 021	GEN	Payroll 021221	7,332.21		
	2/26/21	Payroll 022	GEN	Payroll 022621	7,332.21		
				Current Period Cha	14,664.42		14,664.42
	2/28/21			Ending Balance			80,654.31
512002 Salaries - X21	2/1/21			Beginning Balance			21,873.62
	2/12/21	Payroll 021	GEN	Payroll 021221	1,215.20		
	2/26/21	Payroll 022	GEN	Payroll 022621	1,215.20		
	2/28/21	EOM	GEN	X21	2,430.40		
				Current Period Cha	4,860.80		4,860.80
	2/28/21			Ending Balance			26,734.42
512003 Salaries - TIX	2/1/21			Beginning Balance			79,294.94
	2/12/21	Payroll 021	GEN	Payroll 021221	2,956.15		
	2/26/21	Payroll 022	GEN	Payroll 022621	2,956.15		
	2/28/21	EOM	GEN	TIX	11,173.47		
				Current Period Cha	17,085.77		17,085.77
	2/28/21			Ending Balance			96,380.71
512004 Salaries - COI	2/1/21			Beginning Balance			24,494.45
	2/12/21	Payroll 021	GEN	Payroll 021221	1,360.80		
	2/26/21	Payroll 022	GEN	Payroll 022621	1,360.80		
	2/28/21	EOM	GEN	COI	2,721.60		
				Current Period Cha	5,443.20		5,443.20
	2/28/21			Ending Balance			29,937.65
512090 Salaries - Unallocated	2/1/21			Beginning Balance			-25,333.23
	2/12/21	Payroll 021	GEN	Payroll 021221	5,586.73		
	2/26/21	Payroll 022	GEN	Payroll 022621	5,490.73		
	2/28/21	EOM	GEN	Unallocated		16,325.47	
				Current Period Cha	11,077.46	16,325.47	-5,248.01
	2/28/21			Ending Balance			-30,581.24
514001 Education	2/1/21			Beginning Balance			795.88
	2/28/21			Ending Balance			795.88

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521001 Payroll Taxes - G & A	2/1/21 2/28/21	EOM	GEN	Beginning Balance G&A Current Period Cha Ending Balance	 2,642.18 2,642.18		12,021.16 2,642.18 14,663.34
521002 Payroll Taxes - X21	2/1/21 2/28/21	EOM	GEN	Beginning Balance X21 Current Period Cha Ending Balance	 185.93 185.93		836.68 185.93 1,022.61
521003 Payroll Taxes - TIX	2/1/21 2/28/21	EOM	GEN	Beginning Balance TIX Current Period Cha Ending Balance	 854.77 854.77		3,827.66 854.77 4,682.43
521004 Payroll Taxes - COI	2/1/21 2/28/21	EOM	GEN	Beginning Balance COI Current Period Cha Ending Balance	 208.20 208.20		936.90 208.20 1,145.10
521090 Payroll Taxes - Unallo	2/1/21 2/12/21 2/26/21 2/28/21	Payroll 021 Payroll 022 EOM	GEN GEN GEN	Beginning Balance Payroll 021221 Payroll 022621 Unallocated Current Period Cha Ending Balance	 1,962.69 1,863.55 3,826.24	 3,891.07 3,891.07	-3,824.57 -64.83 -3,889.40
522001 FL Retirement - G & A	2/1/21 2/28/21	EOM	GEN	Beginning Balance G&A Current Period Cha Ending Balance	 6,722.10 6,722.10		28,488.75 6,722.10 35,210.85
522002 FL Retirement - X21	2/1/21 2/28/21	EOM	GEN	Beginning Balance X21 Current Period Cha Ending Balance	 243.04 243.04		926.34 243.04 1,169.38
522003 FL Retirement - TIX	2/1/21 2/28/21	EOM	GEN	Beginning Balance TIX Current Period Cha Ending Balance	 1,414.13 1,414.13		4,682.33 1,414.13 6,096.46
522004 FL Retirement - COI	2/1/21 2/28/21	EOM	GEN	Beginning Balance COI Current Period Cha Ending Balance	 272.16 272.16		1,037.34 272.16 1,309.50
522090 FL Retirement - Unall	2/1/21 2/28/21			Beginning Balance Ending Balance			1,064.27 1,064.27

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
523001 Group Insurance - G	2/1/21 2/9/21 2/28/21	 38918 	 CDJ 	Beginning Balance Board Of Co. Com Current Period Cha Ending Balance	 4,836.75 4,836.75 	 	22,247.68 4,836.75 27,084.43
523090 Group Insurance - Un	2/1/21 2/9/21 2/26/21 2/28/21	 38918 38942 	 CDJ CDJ 	Beginning Balance Board Of Co. Com Davis Vision, Inc. - Current Period Cha Ending Balance	 6,636.84 79.21 6,716.05 	 	26,723.32 6,716.05 33,439.37
524090 Workman's Comp - U	2/1/21 2/28/21			Beginning Balance Ending Balance			5,991.50 5,991.50
531001 Prof. Service - Legal	2/1/21 2/9/21 2/28/21	 38929 	 CDJ 	Beginning Balance WhiteBird Attorney Current Period Cha Ending Balance	 3,822.50 3,822.50 	 	17,349.10 3,822.50 21,171.60
531101 Prof. Serv. Gen Cons	2/1/21 2/28/21			Beginning Balance Ending Balance			1,500.00 1,500.00
531201 Prof. Serv.-ARFF	2/1/21 2/28/21			Beginning Balance Ending Balance			685.63 685.63
532001 Accounting & Audting	2/1/21 2/28/21 2/28/21	 EOM 	 GEN 	Beginning Balance Paychex Current Period Cha Ending Balance	 397.54 397.54 	 	27,083.30 397.54 27,480.84
534001 Contracts & Permits G	2/1/21 2/28/21			Beginning Balance Ending Balance			180.00 180.00
540101 Travel - Training	2/1/21 2/28/21			Beginning Balance Ending Balance			1,632.44 1,632.44
541001 Telephone	2/1/21 2/28/21			Beginning Balance Ending Balance			848.86 848.86
541090 Telephone-Unallocate	2/1/21 2/9/21 2/9/21 2/9/21 2/26/21 2/26/21 2/26/21	 38915 38915 38915 38935 38937 38955	 CDJ CDJ CDJ CDJ CDJ CDJ	Beginning Balance A T & T - Account A T & T - Account A T & T - Account A T & T - Account AT&T Mobility - Ac Windstream Comm	 223.01 30.54 227.84 219.91 358.99 41.04	 	4,690.07

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	2/28/21			Current Period Cha Ending Balance	1,101.33		1,101.33 5,791.40
541301 Cellular Phones	2/1/21 2/28/21	EOM	GEN	Beginning Balance Sprint Current Period Cha Ending Balance	482.34 482.34		3,579.90 482.34 4,062.24
541401 Cable Service	2/1/21 2/9/21 2/26/21 2/28/21	38919 38943	CDJ CDJ	Beginning Balance Dish - Account 825 Dish - Account 825 Current Period Cha Ending Balance	61.56 68.56 130.12		520.41 130.12 650.53
541501 Internet Fees	2/1/21 2/26/21 2/26/21 2/28/21	38935 38936	CDJ CDJ	Beginning Balance A T & T - Account AT&T - Account 83 Current Period Cha Ending Balance	52.79 698.93 751.72		6,834.37 751.72 7,586.09
542001 Freight & Postage - G	2/1/21 2/28/21			Beginning Balance Ending Balance			1,215.36 1,215.36
542101 Express Mail	2/1/21 2/26/21 2/28/21	38944	CDJ	Beginning Balance Federal Express - I Current Period Cha Ending Balance	61.50 61.50		61.50 61.50 123.00
543090 Electricity - Unallocate	2/1/21 2/9/21 2/26/21 2/26/21 2/28/21	38921 38946 38946	CDJ CDJ CDJ	Beginning Balance Florida Power & Li Florida Power & Li Florida Power & Li Current Period Cha Ending Balance	688.25 2,123.80 4,541.96 7,354.01		32,939.59 7,354.01 40,293.60
543190 Water - Unallocated	2/1/21 2/26/21 2/26/21 2/26/21 2/28/21	38940 38941 38941	CDJ CDJ CDJ	Beginning Balance City Of Cocoa - CO City Of Titusville - City Of Titusville - Current Period Cha Ending Balance	176.84 466.65 749.26 1,392.75		6,271.17 1,392.75 7,663.92
543202 Solid Waste - X21	2/1/21 2/28/21			Beginning Balance Ending Balance			9,429.85 9,429.85
543203 Solid Waste - TIX	2/1/21 2/28/21			Beginning Balance Ending Balance			4,496.23 4,496.23
543204	2/1/21			Beginning Balance			3,108.93

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Solid Waste - COI	2/28/21			Ending Balance			3,108.93
544001	2/1/21			Beginning Balance			2,587.47
Rentals & Leases G &	2/9/21	38927	CDJ	Waste Manageme	242.07		
	2/9/21	38927	CDJ	Waste Manageme	183.25		
				Current Period Cha	425.32		425.32
	2/28/21			Ending Balance			3,012.79
544090	2/1/21			Beginning Balance			242.07
Rentals & Leases Un	2/28/21			Ending Balance			242.07
544101	2/1/21			Beginning Balance			343.25
Copy Machine Rental	2/28/21			Ending Balance			343.25
544102	2/1/21			Beginning Balance			276.00
Postage Machine Ren	2/28/21	EOM	GEN	Misc Dep - Pitney		138.00	
				Current Period Cha		138.00	-138.00
	2/28/21			Ending Balance			138.00
545290	2/1/21			Beginning Balance			219,638.25
Property Ins - Unalloc	2/28/21			Ending Balance			219,638.25
545400	2/1/21			Beginning Balance			296.00
Employee Bond	2/28/21			Ending Balance			296.00
545500	2/1/21			Beginning Balance			7,177.00
Officers Liability	2/28/21			Ending Balance			7,177.00
546003	2/1/21			Beginning Balance			5,571.57
R & M - TIX	2/28/21			Ending Balance			5,571.57
546090	2/1/21			Beginning Balance			582.22
R & M - Unallocated	2/28/21			Ending Balance			582.22
546101	2/1/21			Beginning Balance			512.00
R & M Service - G & A	2/9/21	38923	CDJ	Nix Pest Managem	45.00		
	2/9/21	38923	CDJ	Nix Pest Managem	85.00		
	2/9/21	38923	CDJ	Nix Pest Managem	41.00		
	2/9/21	38923	CDJ	Nix Pest Managem	85.00		
				Current Period Cha	256.00		256.00
	2/28/21			Ending Balance			768.00
546102	2/1/21			Beginning Balance			

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R & M Service -X21	2/9/21	38924	CDJ	Safety-Kleen Syste	307.50		
	2/28/21			Current Period Cha	307.50		307.50
				Ending Balance			307.50
546103	2/1/21			Beginning Balance			
R & M Service - TIX	2/9/21	38912	CDJ	ACF Standby Syst	249.00		
	2/9/21	38912	CDJ	ACF Standby Syst	249.00		
	2/28/21			Current Period Cha	498.00		498.00
				Ending Balance			498.00
546104	2/1/21			Beginning Balance			1,859.25
R & M Service - COI	2/26/21	38938	CDJ	Brevard County Util	100.00		
	2/28/21			Current Period Cha	100.00		100.00
				Ending Balance			1,959.25
546203	2/1/21			Beginning Balance			2,289.17
R & M - Equip. - TIX	2/9/21	38913	CDJ	AG-PRO Compani	86.98		
	2/26/21	38945	CDJ	Florida Coast Equi	60.32		
	2/26/21	38945	CDJ	Florida Coast Equi	79.14		
	2/28/21			Current Period Cha	226.44		226.44
				Ending Balance			2,515.61
546290	2/1/21			Beginning Balance			32.99
R & M - Equip. - Unall	2/28/21			Ending Balance			32.99
546302	2/1/21			Beginning Balance			1,219.80
R & M - Bldgs. - X21	2/28/21			Ending Balance			1,219.80
546303	2/1/21			Beginning Balance			20,520.32
R & M - Bldgs. - TIX	2/9/21	38914	CDJ	Alligator Plumbing	225.00		
	2/10/21	38933	CDJ	Tilford Air & Heat, I	8,757.50		
	2/28/21			Current Period Cha	8,982.50		8,982.50
				Ending Balance			29,502.82
546304	2/1/21			Beginning Balance			4,917.22
R & M - Bldgs. - COI	2/28/21			Ending Balance			4,917.22
546390	2/1/21			Beginning Balance			3,257.69
R & M - Bldgs. - Unall	2/9/21	38911	CDJ	Ace Hardware 015	24.97		
	2/28/21			Current Period Cha	24.97		24.97
				Ending Balance			3,282.66
546401	2/1/21			Beginning Balance			81.92
R & M - Autos - G & A	2/28/21			Ending Balance			81.92
546403	2/1/21			Beginning Balance			2,028.88
R & M - Autos - TIX	2/28/21			Ending Balance			2,028.88

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546502 T-Hangar Maintenanc	2/1/21			Beginning Balance			11,219.78
	2/28/21			Ending Balance			11,219.78
546503 T-Hangar Maintenanc	2/1/21			Beginning Balance			5,703.77
	2/9/21	38922	CDJ	Lacey's Lock Servi	270.00		
	2/26/21	38934	CDJ	SYNCB/AMAZON -	435.14		
				Current Period Cha	705.14		705.14
	2/28/21			Ending Balance			6,408.91
546504 T-Hangar Maintenanc	2/1/21			Beginning Balance			3,822.26
	2/28/21			Ending Balance			3,822.26
549201 Other - Tax Collector -	2/1/21			Beginning Balance			240.98
	2/28/21			Ending Balance			240.98
549301 Other- ARFF Fire Line	2/1/21			Beginning Balance			160.00
	2/28/21			Ending Balance			160.00
551001 Office Supplies	2/1/21			Beginning Balance			1,159.00
	2/9/21	38925	CDJ	Staples - Invoice 8	151.59		
	2/9/21	38925	CDJ	Staples - Invoice 8	365.10		
				Current Period Cha	516.69		516.69
	2/28/21			Ending Balance			1,675.69
552090 Uniforms - Unallocate	2/1/21			Beginning Balance			1,025.44
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
	2/26/21	38939	CDJ	Brevard Uniform C	64.09		
				Current Period Cha	576.81		576.81
	2/28/21			Ending Balance			1,602.25
552101 Fuel - G & A	2/1/21			Beginning Balance			9,145.99
	2/9/21	38928	CDJ	Watkins Fuel Oil - I	571.80		
				Current Period Cha	571.80		571.80
	2/28/21			Ending Balance			9,717.79
552201 Cleaning - G & A	2/1/21			Beginning Balance			3,060.00
	2/9/21	38920	CDJ	Faster Than Sound	510.00		
				Current Period Cha	510.00		510.00
	2/28/21			Ending Balance			3,570.00

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General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
552202 Computer Equipment	2/1/21			Beginning Balance			2,070.42
	2/28/21			Ending Balance			2,070.42
554001 Dues & Memberships	2/1/21			Beginning Balance			2,331.81
	2/28/21	EOM	GEN	Wells Fargo Check	72.14		
	2/28/21	EOM	GEN	Wells Fargo Client	160.14		
				Current Period Cha	232.28		232.28
	2/28/21			Ending Balance			2,564.09
561090 Capital Outlay - Unall	2/1/21			Beginning Balance			19,888.00
	2/28/21			Ending Balance			19,888.00

Revenue Fund
Balance Sheet
February 28, 2021

ASSETS

Current Assets		
Cash	\$	(28,940.23)
Cash Escrow		248,982.23
Accounts Receivable		86,441.73
		<hr/>
Total Current Assets		306,483.73
Property and Equipment		<hr/>
Total Property and Equipment		0.00
Other Assets		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	<u>306,483.73</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Sales Tax	\$	14,032.14
Escrow Reserve		248,981.23
Unearned Revenue		25,790.72
		<hr/>
Total Current Liabilities		288,804.09
Long-Term Liabilities		<hr/>
Total Long-Term Liabilities		0.00
		<hr/>
Total Liabilities		288,804.09
Capital		
Retained Earnings		10,727.93
Net Income		6,951.71
		<hr/>
Total Capital		17,679.64
		<hr/>
Total Liabilities & Capital	\$	<u>306,483.73</u>

Revenue Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Sales Tax Allowa	30.00	30.00	150.00	120.00
T-Hangar Sales -	14,203.53	14,719.05	70,357.16	73,747.27
T-Hangar Sales -	28,182.52	29,014.25	142,552.92	143,727.04
T-Hangar Sales -	55,784.75	51,342.90	279,223.89	257,082.74
FBO Sales - AD	6,601.32	6,471.88	33,401.60	32,759.40
FBO Sales - SCR	28,825.74	29,095.30	144,685.69	141,704.05
FBO Sales - MI	4,213.30	4,770.76	20,895.00	22,592.90
Building Leases -	5,990.50	6,714.58	29,952.38	33,944.19
Building Leases -	31,266.34	30,131.11	157,042.35	153,344.79
Building Leases -	4,940.62	4,787.23	24,546.59	23,936.15
Mini Sales - MI	15,832.25	16,731.08	81,870.64	82,095.51
AD - Land Leases	4,626.43	3,866.67	23,129.47	19,280.53
SC - Land Leases	20,674.98	20,490.22	104,767.19	103,546.97
MI - Land Leases	1,478.15	1,458.36	7,389.61	7,269.45
AD - Other Lease	0.00	925.00	1,850.00	4,250.00
SC - Other Leases	5.84	5.84	29.20	29.20
MI - Other Leases	331.38	331.05	1,656.24	1,643.53
Total Revenues	222,987.65	220,885.28	1,123,499.93	1,101,073.72
Cost of Sales				
Transfer To Oper	206,252.75	160,049.97	1,116,548.22	1,095,877.46
Total Cost of Sale	206,252.75	160,049.97	1,116,548.22	1,095,877.46
Gross Profit	16,734.90	60,835.31	6,951.71	5,196.26
Expenses				
Total Expenses	0.00	0.00	0.00	0.00
Net Income	\$ 16,734.90	\$ 60,835.31	\$ 6,951.71	\$ 5,196.26

Renewal & Replacement Fund
Balance Sheet
February 28, 2021

Assets

Current Assets		
Cash - Savings	\$	26,688.04
		<u>26,688.04</u>
Total Current Assets		26,688.04
Property and Equipment		
		<u>0.00</u>
Total Property and Equipment		0.00
Other Assets		
		<u>0.00</u>
Total Other Assets		0.00
Total Assets	\$	<u>26,688.04</u>

Liabilities And Capital

Current Liabilities		
		<u>0.00</u>
Total Current Liabilities		0.00
Long-Term Liabilities		
		<u>0.00</u>
Total Long-Term Liabilities		0.00
Total Liabilities		0.00
Capital		
Retained Earnings	\$	(66,402.68)
Transfer To/From Operating		149,237.72
Net Income		<u>(56,147.00)</u>
Total Capital		26,688.04
Total Liabilities & Capital	\$	<u>26,688.04</u>

Renewal & Replacement Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Transfer From Re	0.00	0.00	0.00	0.00
Total Revenues	0.00	0.00	0.00	0.00
Cost of Sales				
Total Cost of Sale	0.00	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00	0.00
Expenses				
Transfer to Devel	0.00	0.00	0.00	0.00
R & M Arthur Du	0.00	0.00	0.00	0.00
R & M Space Coa	0.00	0.00	0.00	0.00
R & M Merritt Isl	0.00	0.00	0.00	0.00
Capital Outlay La	0.00	0.00	0.00	0.00
Capital Outlay La	0.00	0.00	56,147.00	20,391.41
Capital Outlay La	0.00	0.00	0.00	0.00
Capital Outlay -	0.00	0.00	0.00	0.00
Capital Outlay -	0.00	0.00	0.00	0.00
Capital Outlay -	0.00	0.00	0.00	0.00
Capital Outlay -	0.00	0.00	0.00	0.00
Capital Outlay -	0.00	0.00	0.00	0.00
Capital Outlay -	0.00	0.00	0.00	0.00
Capital Outlay - E	0.00	0.00	0.00	0.00
Capital Outlay - E	0.00	0.00	0.00	0.00
Capital Outlay - E	0.00	0.00	0.00	0.00
Total Expenses	0.00	0.00	56,147.00	20,391.41
Net Income	\$ 0.00	\$ 0.00	\$ (56,147.00)	\$ (20,391.41)

Renewal & Replacement Fund
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
102000	2/1/21			Beginning Balance			19,502.82
Cash - Savings	2/28/21	EOM	GEN	Transfer from Oper	7,185.22		
				Current Period Cha	7,185.22		7,185.22
	2/28/21			Ending Balance			26,688.04
272000	2/1/21			Beginning Balance			66,402.68
Retained Earnings	2/28/21			Ending Balance			66,402.68
381200	2/1/21			Beginning Balance			-142,052.50
Transfer To/From Ope	2/28/21	EOM	GEN	Transfer from Oper		7,185.22	
				Current Period Cha		7,185.22	-7,185.22
	2/28/21			Ending Balance			-149,237.72
561003	2/1/21			Beginning Balance			56,147.00
Capital Outlay Land -	2/28/21			Ending Balance			56,147.00

Debt Service Fund
Balance Sheet
February 28, 2021

ASSETS

Cash		
Cash Savings	\$	101,759.84
Total Cash		101,759.84
Current Assets		
Total Current Assets		0.00
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		0.00
Total Assets	\$	<u>101,759.84</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Total Current Liabilities		0.00
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		0.00
Capital		
Retained Earnings	\$	174,445.44
Net Income		<u>(72,685.60)</u>
Total Capital		<u>101,759.84</u>
Total Liabilities & Capital	\$	<u>101,759.84</u>

Debt Service Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
From Operating	0.00	0.00	0.00	174,445.44
Total Revenues	0.00	0.00	0.00	174,445.44
Cost of Sales				
Total Cost of Sale	0.00	0.00	0.00	0.00
Gross Profit	0.00	0.00	0.00	174,445.44
Expenses				
Principal Paymen	9,443.23	9,029.83	46,865.85	44,814.21
Interest Payments	5,093.89	5,507.29	25,819.75	27,871.39
Total Expenses	14,537.12	14,537.12	72,685.60	72,685.60
Net Income	\$ (14,537.12)	\$ (14,537.12)	\$ (72,685.60)	\$ 101,759.84

Debt Service Fund
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
101200 Cash Savings	2/1/21			Beginning Balance			116,296.96
	2/28/21	EOM	GEN	Payment - Suntrust		14,537.12	
				Current Period Cha		14,537.12	-14,537.12
	2/28/21			Ending Balance			101,759.84
272000 Retained Earnings	2/1/21			Beginning Balance			-174,445.44
	2/28/21			Ending Balance			-174,445.44
571029 Principal Payment Su	2/1/21			Beginning Balance			37,422.62
	2/28/21	EOM	GEN	Suntrust - Principal	9,443.23		
				Current Period Cha	9,443.23		9,443.23
	2/28/21			Ending Balance			46,865.85
572029 Interest Payments Su	2/1/21			Beginning Balance			20,725.86
	2/28/21	EOM	GEN	Suntrust - Interest	5,093.89		
				Current Period Cha	5,093.89		5,093.89
	2/28/21			Ending Balance			25,819.75

Development Fund
Balance Sheet
February 28, 2021

ASSETS

Cash		
Cash - Savings	\$	(230,602.05)
Total Cash		(230,602.05)
Current Assets		
A/R FDOT		512,710.82
A/R FAA		1,179,111.80
COI - 11/29 Rehabilitation		65,056.00
Total Current Assets		1,756,878.62
Property and Equipment		
X21 Airfield Markings		69,129.35
X21 PAPIs		267,330.10
Spaceport License Pre-AP		678,521.07
Bldg 26 Demolition		0.99
TIX REILS wrong		(0.33)
TIX - REILS Replacement		(0.22)
TIX - Airfield Lighting Rehab		3,428,675.00
TIX M.E.L. Tower Equipment		144,104.35
TIX CARES Act Grant		4,500.00
TIX Hangar 52 Demolition		44,197.01
TIX Runway 9-27 Rehab		138,504.09
TIX VAC Apron 50/50		77,844.15
TIX East Side Apron 80/20		38,512.27
COI Port A Port Replacement		1,923,982.58
COI - South Apron Lighting		1,400.00
COI RSA Construction		105,603.31
COI - Security & Infrastructur		184,798.71
COI South Apron		457,107.00
COI PAPIs		255,137.25
COI South Apron Construction		1,699,766.97
COI CARES Act Grant		98,646.00
COI Corporate Hangar (Grainger)		5,685.29
Total Property and Equipment		9,623,444.94
Other Assets		
Total Other Assets		0.00
Total Assets	\$	11,149,721.51

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	782,490.40
Retainage		223,552.00
FAA - TIX - REILS Replacement		262,198.00
FAA-TIX-Airfield Light Rehab		2,451,656.00
FAA-COI South Apron Rehab		234,536.98
FAA-COI SouthApron&11/29Rehab		1,271,792.65
X21 Airfield Markings		62,217.41
X21 PAPIs		236,410.30
FAA-X21 CARES Act Grant		29,646.00
FDOT-COI Box Hangars		1,026,715.57
FDOT-COI Bldg Rehab		(0.48)
FDOT - RSA Construction		(0.46)

Unaudited - For Management Purposes Only

Development Fund
Balance Sheet
February 28, 2021

FDOT-Bldg 26 Demolition	0.39	
FDOT - Security & Infrastructu	28,522.38	
FDOT - TIX - REILS Replacement	15,087.63	
FDOT-TIX-Airfield Light Rehab	220,382.46	
FDOT-COI South Apron	14,216.28	
FDOT-COI-11-29Rehab"Dip"Design	1,044.85	
COI PAPIs	133,595.87	
Total Current Liabilities		6,994,064.23
Long-Term Liabilities		
Total Long-Term Liabilities		0.00
Total Liabilities		6,994,064.23
Capital		
Retained Earnings	4,155,657.28	
Net Income	0.00	
Total Capital		4,155,657.28
Total Liabilities & Capital	\$	11,149,721.51

**Development Fund
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021**

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
102000 Cash - Savings	2/1/21			Beginning Balance			-333,394.65
	2/28/21	EOM	GEN	Due to from Develo	279,119.47		
	2/28/21	EOM	GEN	Due to from Develo	29,646.00		
	2/28/21	EOM	GEN	Due to from Develo	204,040.95		
	2/28/21	EOM	GEN	Due to from Develo		410,013.82	
				Current Period Cha	512,806.42	410,013.82	102,792.60
	2/28/21			Ending Balance			-230,602.05
111000 A/R FDOT	2/1/21			Beginning Balance			512,710.82
	2/28/21			Ending Balance			512,710.82
112000 A/R FAA	2/1/21			Beginning Balance			1,179,111.80
	2/28/21			Ending Balance			1,179,111.80
120165 X21 Airfield Markings	2/1/21			Beginning Balance			69,129.35
	2/28/21			Ending Balance			69,129.35
120170 X21 PAPIs	2/1/21			Beginning Balance			264,204.88
	2/28/21	EOM	GEN	#38916 AVCON #5	3,125.22		
				Current Period Cha	3,125.22		3,125.22
	2/28/21			Ending Balance			267,330.10
130122 Spaceport License Pr	2/1/21			Beginning Balance			678,521.07
	2/28/21			Ending Balance			678,521.07
130137 Bldg 26 Demolition	2/1/21			Beginning Balance			0.99
	2/28/21			Ending Balance			0.99
130138 TIX REILS wrong	2/1/21			Beginning Balance			-0.33
	2/28/21			Ending Balance			-0.33
130139 TIX - REILS Replace	2/1/21			Beginning Balance			-0.22
	2/28/21			Ending Balance			-0.22
130149 TIX - Airfield Lighting	2/1/21			Beginning Balance			3,428,675.00
	2/28/21			Ending Balance			3,428,675.00
130150 TIX M.E.L. Tower Equi	2/1/21			Beginning Balance			144,104.35
	2/28/21			Ending Balance			144,104.35

Development Fund
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
130151 TIX CARES Act Grant	2/1/21			Beginning Balance			4,500.00
	2/28/21			Ending Balance			4,500.00
130152 TIX Hangar 52 Demoli	2/1/21			Beginning Balance			42,323.19
	2/28/21	EOM	GEN	#38949 Michael Ba	1,873.82		1,873.82
				Current Period Cha	1,873.82		1,873.82
	2/28/21			Ending Balance			44,197.01
130153 TIX Runway 9-27 Reh	2/1/21			Beginning Balance			105,988.18
	2/28/21	EOM	GEN	#38948 Michael Ba	32,515.91		32,515.91
				Current Period Cha	32,515.91		32,515.91
	2/28/21			Ending Balance			138,504.09
130154 TIX VAC Apron 50/50	2/1/21			Beginning Balance			65,617.72
	2/28/21	EOM	GEN	#38950 Michael Ba	12,226.43		12,226.43
				Current Period Cha	12,226.43		12,226.43
	2/28/21			Ending Balance			77,844.15
130155 TIX East Side Apron 8	2/1/21			Beginning Balance			32,399.06
	2/28/21	EOM	GEN	#38951 Michael Ba	6,113.21		6,113.21
				Current Period Cha	6,113.21		6,113.21
	2/28/21			Ending Balance			38,512.27
140051 COI - 11/29 Rehabilita	2/1/21			Beginning Balance			65,056.00
	2/28/21			Ending Balance			65,056.00
140115 COI Port A Port Repla	2/1/21			Beginning Balance			1,923,982.58
	2/28/21			Ending Balance			1,923,982.58
140116 COI - South Apron Lig	2/1/21			Beginning Balance			1,400.00
	2/28/21			Ending Balance			1,400.00
140136 COI RSA Construction	2/1/21			Beginning Balance			105,603.31
	2/28/21			Ending Balance			105,603.31
140138 COI - Security & Infrac	2/1/21			Beginning Balance			184,798.71
	2/28/21			Ending Balance			184,798.71
140154 COI South Apron	2/1/21			Beginning Balance			457,107.00
	2/28/21			Ending Balance			457,107.00
140160 COI PAPIs	2/1/21			Beginning Balance			252,698.05
	2/28/21	EOM	GEN	#38917 AVCON #5	2,439.20		2,439.20
				Current Period Cha	2,439.20		2,439.20

**Development Fund
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021**

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	2/28/21			Ending Balance			255,137.25
140162 COI South Apron Con	2/1/21			Beginning Balance			1,348,046.94
	2/28/21	EOM	GEN	#38954 V.A. Pavin	304,898.36		
	2/28/21	EOM	GEN	#38947 Michael Ba	46,821.67		
				Current Period Cha	351,720.03		351,720.03
	2/28/21			Ending Balance			1,699,766.97
140164 COI CARES Act Grant	2/1/21			Beginning Balance			98,646.00
	2/28/21			Ending Balance			98,646.00
140165 COI Corporate Hanga	2/1/21			Beginning Balance			5,685.29
	2/28/21			Ending Balance			5,685.29
202000 Accounts Payable	2/1/21			Beginning Balance			-782,490.40
	2/28/21			Ending Balance			-782,490.40
202210 Retainage	2/1/21			Beginning Balance			-223,552.00
	2/28/21			Ending Balance			-223,552.00
203139 FAA - TIX - REILS Re	2/1/21			Beginning Balance			-262,198.00
	2/28/21			Ending Balance			-262,198.00
203149 FAA-TIX-Airfield Light	2/1/21			Beginning Balance			-2,451,656.00
	2/28/21			Ending Balance			-2,451,656.00
203154 FAA-COI South Apron	2/1/21			Beginning Balance			-234,536.98
	2/28/21			Ending Balance			-234,536.98
203162 FAA-COI SouthApron	2/1/21			Beginning Balance			-992,673.18
	2/28/21	EOM	GEN	FAA COI South Ap		279,119.47	
				Current Period Cha		279,119.47	-279,119.47
	2/28/21			Ending Balance			-1,271,792.65
203165 X21 Airfield Markings	2/1/21			Beginning Balance			-62,217.41
	2/28/21			Ending Balance			-62,217.41
203170 X21 PAPIs	2/1/21			Beginning Balance			-32,369.35
	2/28/21	EOM	GEN	FAA X21 PAPIs Re		204,040.95	
				Current Period Cha		204,040.95	-204,040.95
	2/28/21			Ending Balance			-236,410.30

**Development Fund
General Ledger
For the Period From Feb 1, 2021 to Feb 28, 2021**

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
203171 FAA-X21 CARES Act	2/1/21 2/28/21	EOM	GEN	Beginning Balance FAA X21 CARES A Current Period Cha Ending Balance		29,646.00 29,646.00	-29,646.00 -29,646.00
204108 FDOT-COI Box Hanga	2/1/21 2/28/21			Beginning Balance Ending Balance			-1,026,715.57 -1,026,715.57
204115 FDOT-COI Bldg Reha	2/1/21 2/28/21			Beginning Balance Ending Balance			0.48 0.48
204136 FDOT - RSA Construc	2/1/21 2/28/21			Beginning Balance Ending Balance			0.46 0.46
204137 FDOT-Bldg 26 Demoli	2/1/21 2/28/21			Beginning Balance Ending Balance			-0.39 -0.39
204138 FDOT - Security & Infr	2/1/21 2/28/21			Beginning Balance Ending Balance			-28,522.38 -28,522.38
204139 FDOT - TIX - REILS R	2/1/21 2/28/21			Beginning Balance Ending Balance			-15,087.63 -15,087.63
204149 FDOT-TIX-Airfield Lig	2/1/21 2/28/21			Beginning Balance Ending Balance			-220,382.46 -220,382.46
204154 FDOT-COI South Apr	2/1/21 2/28/21			Beginning Balance Ending Balance			-14,216.28 -14,216.28
204155 FDOT-COI-11-29Reh	2/1/21 2/28/21			Beginning Balance Ending Balance			-1,044.85 -1,044.85
204171 COI PAPIs	2/1/21 2/28/21			Beginning Balance Ending Balance			-133,595.87 -133,595.87
272000 Retained Earnings	2/1/21 2/28/21			Beginning Balance Ending Balance			-4,155,657.28 -4,155,657.28



AIRPORT	TOTAL COST	FDOT FUNDING	FAA FUNDING	TCAA SHARE	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
X-21 ARTHUR DUNN	\$ 2,596,621	\$ 446,800	\$ 2,021,958	\$ 127,863	\$ 6,400	\$ -	\$ 35,200	\$ 41,000	\$ 10,000	\$ 18,800	\$ 13,000
COI MERRITT ISLAND	\$ 7,795,353	\$ 1,654,420	\$ 5,724,328	\$ 416,605	\$ 212,305	\$ 80,000	\$ 27,700	\$ 1,800	\$ 50,000	\$ 5,000	-
TIX SPACE COAST	\$ 39,327,000	\$ 4,501,560	\$ 33,681,300	\$ 1,144,140	\$ 71,000	\$ 138,000	\$ 213,000	\$ 208,900	\$ 175,240	\$ 226,000	\$ 102,000
SUMMARY COSTS	\$ 49,718,974	\$ 6,602,780	\$ 41,427,586	\$ 1,688,608	\$ 289,705	\$ 218,000	\$ 275,900	\$ 251,700	\$ 235,240	\$ 249,800	\$ 115,000
					PROGRAMMED	PLANNED	LONG RANGE PLANNING				

OPERATIONAL, SAFETY, PRIORITY	\$ 350,198	CAPITAL COSTS REQUIRED FOR M&R OF EXISTING FACILITIES	\$ 54,198	\$ 168,000	\$ 66,000	\$ 62,000	\$ -	\$ -	\$ -	-
INFRASTRUCTURE INVESTMENT	\$ 1,170,147	CAPITAL INVESTMENT IN AIRPORT IMPROVEMENTS TO INCREASE CAPACITY; PROJECTS ARE INDIRECTLY ASSOCIATED WITH INCREASED REVENUES	\$ 235,507	\$ 50,000	\$ 209,900	\$ 189,700	\$ 235,240	\$ 249,800	\$ 115,000	
TCAA CIP BUDGET	\$ 1,520,345		\$ 289,705	\$ 218,000	\$ 275,900	\$ 251,700	\$ 235,240	\$ 249,800	\$ 115,000	

REVENUE GROWTH (BUDGET ADD-ONS)	\$ 2,651,400	CAPITAL INVESTMENT THAT WILL DIRECTLY RESULT IN ADDITIONAL REVENUE	\$ (29,000)	\$ 7,000	\$ 5,000	\$ 640,000	\$ 526,000	\$ 382,800	\$ 1,119,600	
POTENTIAL REVENUE GROWTH	\$ 981,600		\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 225,600	\$ 276,000	\$ 276,000	

Does not include Spaceport Investment; that is separate

PROJECTS		Funded (Year)	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	DESCRIPTION
Design and Construction: RW 9-27 Rehab		2021	\$5,000,000	\$400,000	\$4,500,000	\$7,000	\$10,000	\$83,000					Rehabilitation of RW 9-27
Design and Construction: RW 18-36 Rehab			\$4,500,000	\$360,000	\$4,050,000		\$8,000	\$10,000	\$62,000				Rehabilitation of RW 18-36
Design and Construct TW D Rehab			\$600,000	\$480,000	\$0		\$120,000						Reconstruct and realign south end of TW D; apply surface improvement product to north end of TW D
Sub-Totals:			\$10,100,000	\$1,240,000	\$8,550,000	\$7,000	\$138,000	\$93,000	\$62,000	\$0	\$0	\$0	Removal of a very old and dangerous hangar on the airfield. Project includes removal of the facility, site grading, and capping utilities.
Design and Construction: Demo Bldg 52			\$320,000	\$256,000	\$0	\$64,000							Reconstruct TW D pavement as shown on FDOT pavement report
Design and Construction: CCTV and New Access Control			\$1,600,000	\$128,000	\$1,440,000							\$32,000	Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc.
Tower Equipment			\$500,000	\$400,000	\$0			\$100,000					Replace MEL in ATCT
Runway Length Justification Report			\$150,000	\$0	\$150,000	\$0							Phase 1 of RW 18-36 Extension. Include data collection and development of justification for runway extension
Design: RW 18-36 Extension			\$45,000	\$3,600	\$40,500								Phase 2 of RW 18-36 Extension. This project includes survey, geotech, permitting, and design of the extension and parallel TW.
Construction: RW 18-36 Extension			\$1,500,000	\$120,000	\$1,350,000					\$30,000			Phase 3 of RW 18-36 Extension. Construction, Construction Admin, and Inspection of the project.
Design: TW G			\$5,700,000	\$456,000	\$5,130,000					\$114,000			Design of the future parallel TW G parallel to RW 18-36. This project will incorporate the proposed partial parallel taxiway as well as create a regional storm water facility on the west side of the airport for wildlife hazard mitigation and deletion of several connector taxiways that are in severe condition, non-compliant with the FAA's advisory circular and due for rehab.
Construction: TW G			\$350,000	\$28,000	\$315,000				\$7,000				Construction of the above project.
Airport Master Plan and ALP Update			\$3,500,000	\$280,000	\$3,150,000					\$70,000			Update the ALP to identify future development plans.
EA: Extend TW A			\$500,000	\$25,000	\$450,000				\$4,000		\$25,000		EA for extending TW A
Design: Extend TW A			\$200,000	\$16,000	\$180,000								Design of the extension of TW A to RW 18-36 north end. Aircraft utilizing the entire RW must currently back taxi on the RW to access the end. This creates a hazardous condition. To eliminate this condition TW A shall be extended to the RW end.
Construction: Extend TW A			\$400,000	\$32,000	\$360,000					\$8,000			Construction, Construction Admin, and Inspection only of TW A extension.
Construction: Extend TW A			\$4,000,000	\$320,000	\$3,600,000						\$80,000		Complete an FAA required siting study to determine the ideal location for the future ATCT.
Siting Study: New ATCT			\$90,000	\$7,200	\$81,000					\$1,800			Short EA and Design services for the new ATCT. Existing ATCT is in poor condition. It was originally built as a temporary facility until a new facility could be built. The ATCT is located in prime location for future development.
Construction: New ATCT			\$350,000	\$28,000	\$315,000						\$7,000		Construction, Construction Admin, and Inspection only of the ATCT.
Design and Construction: South Apron Rehab			\$3,500,000	\$280,000	\$3,150,000							\$70,000	South Apron, Section 4215 will need to be resurfaced per the 2015 PCI. It was assessed with a PCI value of 50.
Northeast Apron and Parking Rehab Fuel Farm			\$1,750,000	\$140,000	\$1,575,000				\$35,000				Design and construct extension of TW B and adjacent new aircraft parking ramp.
Design and Construct: Obstruction Removal			\$3,272,000	\$261,760	\$2,944,800					\$65,440			Design and construct new fuel farm on the south side of the airport.
Sub-Totals:			\$500,000	\$400,000	\$0			\$20,000	\$100,000				Removal of all major obstructions on the Airport identified in previous study.
Design and Construct: Obstruction Removal			\$1,000,000	\$80,000	\$900,000								
Sub-Totals:			\$29,227,000	\$3,261,560	\$25,131,300	\$64,000	\$0	\$120,000	\$146,900	\$175,240	\$226,000	\$102,000	
Construction: VAC Apron		2020	\$39,327,000	\$4,501,560	\$33,681,300	\$71,000	\$138,000	\$213,000	\$208,900	\$175,240	\$226,000	\$102,000	Design and Construct Apron at VAC Campus; Private Funding for 50% match
Eastern Florida State College			\$1,615,120	\$1,029,790	\$0	(\$16,000)							Design and Construction of 30,000SF of hangar and office space
Design and Construction: VAC Event Center			\$7,500,000	\$3,750,000	\$0		\$0						Expansion of the west apron into the existing pond location. This project cannot be completed until the regional stormwater facility is completed because this impervious must be accounted for in the regional retention pond.
Sub-Totals:			\$3,000,000	\$1,500,000	\$0			\$0					
Sub-Totals:			\$12,115,120	\$6,279,790	\$0	(\$16,000)	\$0	\$0	\$0	\$0	\$0	\$0	
Totals:			\$51,442,120	\$10,781,350	\$33,681,300	\$55,000	\$138,000	\$213,000	\$208,900	\$175,240	\$226,000	\$102,000	



PROJECTS		Funded (Year)	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	DESCRIPTION
Replace PAPIs		2019	\$235,989	\$188,791	\$0	\$47,198							Existing PAPIs are non-operational and beyond repair. Replace both existing PAPIs, their foundations and bury new conduit with conductor. Minor vault modifications are necessary.
Exhibit A - Boundary Survey and Property Inventory Map		2022	\$30,000	\$0	\$27,000		\$30,000	(\$27,000)					This task was set to be completed with the ALP Update in 2022. Due to property boundary issues surrounding COI, the FAA has requested that an exhibit A must be completed as soon as possible.
Sub-Totals:			\$265,989	\$188,791	\$27,000	\$47,198	\$30,000	(\$27,000)	\$0	\$0	\$0	\$0	Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc.
Access Control System			\$250,000	\$200,000	\$0			\$50,000					Continuation of mitigation maintenance and monitoring
RSA Improvements: Mitigation Maintenance and Monitoring		2015	\$120,000	\$9,600	\$108,000	\$2,400							Update: Project was bid and submitted for 100% FAA funding on October 31st. FAA funding requires additional design and Environmental Assessment as opposed to State funding. The State already paid 80% of design and bidding. This will result in no local cost under the FAA Supplementary Funding Bill. Construction is expected to start in August 2019. Heavy civil project on the north side of the airport. Scope includes removal of septic systems, construction of regional storm water pond, sanitary collection and forcemain, fencing upgrades and other drainage improvements.
North Area Sec. and Inf.		2016	\$949,000	\$759,200	\$0	\$130,000	\$20,000						Construction of South Apron rehabilitation and the dip repair on RW 11-29
Construction: Rehab South Apron & RW 11-29		2019	\$3,135,364	\$250,829	\$2,821,828	\$32,707	\$30,000						Update the master plan and ALP to reflect the updates and vision of the airport.
Airport Master Plan and ALP Update			\$235,000	\$18,800	\$211,500			\$4,700					Mill and resurface the RW. The 2012 PCI was satisfactory however the report indicates it will need to be resurfaced in 2020. The programmed cost includes \$1M for remediation of the subsistence (dip) near the RW29 aiming points.
Design and Construction: Runway 11-29 Rehab			\$2,500,000	\$200,000	\$2,250,000					\$50,000			Triangle Parcel near south entrance. 2.44 acres. Parcel ID: 25-36-01-53-B.1
Land Acquisition			\$250,000	\$20,000	\$225,000				\$1,800		\$5,000		Wildlife hazard management plan to address birds and other wildlife that have made negative impacts on the safety of the airport.
WHMP			\$90,000	\$7,200	\$81,000								
Sub-Totals:			\$7,529,364	\$1,465,629	\$5,697,328	\$165,107	\$50,000	\$54,700	\$1,800	\$50,000	\$5,000	\$0	
Totals:			\$7,795,353	\$1,654,420	\$5,724,328	\$212,305	\$80,000	\$27,700	\$1,800	\$50,000	\$5,000	\$0	
Design and Construction: FBO Terminal Bldg			\$1,876,000	\$1,500,800	\$0			\$0					Phase 1A of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project includes constructing a facility for the public to have an FBO on the east side of the airport. Approximately 4,000 sf. of office space and 8,000 sf of hangar space.
Design and Construction: Maintenance Hangar (FBP)			\$796,000	\$398,000	\$0								Phase 1B of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project includes constructing a facility for the public to have an FBO on the east side of the airport. Approximately 4,000 sf. of office space and 8,000 sf of hangar space.
Design and Construction: Hangar (SCH)			\$1,348,000	\$1,078,400	\$0							\$269,600	Phase 3 of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. The hangar that Sebastian Communications (SC) currently operates from is in very poor condition, it is beyond the building restriction line and it penetrates the Part 77 surface. The construction of a new hangar in the appropriate location will resolve all of these issues. The Airport has determined in previous analysis by others that the appropriate size of this hangar should be nearly 70' by 70'. The ALP identifies a corporate hangar to be constructed. Approximately 5,000 sf of hangar and office space.
Design and Construction: Box Hangars, Phase 2			\$2,500,000	\$2,000,000	\$0				\$500,000				Replacement of 6 Port-A-Port hangars with 6 new box hangars; re-align security fencing; construct landside POV parking area with site lighting; fill existing storm water wet ponds and expansion of new regional pond
Design and Construction: North Apron			\$1,914,000	\$1,531,200	\$0						\$382,800		Phase 4 of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project would demolish the existing hangar vacated in Phase 3 and provide construction of new apron and rehabilitation of adjoining pavements that are in poor condition. This project will serve the increasing public requirement for additional apron space near the FBO.
Design and Construction: Box Hangars			\$1,750,000	\$1,400,000	\$0							\$350,000	Phase 5 of the multi-phase/year approach is to add Box Hangars. Merritt Island Airport currently has a waiting list for general aviation storage hangars that has 117 people in it as of September 2014. This project will provide a small relief to the list. The top person on the list has been waiting since 2008.
EA: Taxilane Development			\$350,000	\$28,000	\$315,000		\$7,000						EA for Alternative A T-Hangar Development
Design: Taxilane Development			\$250,000	\$20,000	\$225,000			\$5,000					Design of the taxilane(s) for entire development
Construction: Taxilane Development			\$2,500,000	\$200,000	\$2,250,000				\$50,000				Construction of the taxilane(s) for entire development
Fuel Farm Design and Construction			\$450,000	\$360,000	\$0				\$90,000				New fuel farm on the south side of the airport.
Design and Construct: T-Hangar Development (16 Units)			\$2,200,000	\$1,760,000	\$0					\$440,000			Design and construction of 16 T-Hangars
Sub-Totals:			\$15,934,000	\$10,276,400	\$2,790,000	(\$13,000)	\$7,000	\$5,000	\$640,000	\$440,000	\$382,800	\$619,600	
Totals:			\$23,729,353	\$11,930,820	\$8,514,328	\$199,305	\$87,000	\$32,700	\$641,800	\$490,000	\$387,800	\$619,600	

PROJECTS		Funded (Year)	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	DESCRIPTION
Replace PAPIs		2019	\$291,621	\$23,300	\$262,458	\$3,833							Existing PAPIs are non-operational and beyond repair. Replace both existing PAPIs, their foundations and bury new conduit with conductor. Minor vault modifications are necessary.
Sub-Totals:			\$291,621	\$23,300	\$262,458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Access Control System			\$150,000	\$120,000	\$0			\$30,000					Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc. This project will be combined into a future larger project across all 3 airports.
Design: Apron Rehab			\$65,000	\$5,200	\$58,500						\$1,300		Design services for the rehabilitation of multiple pavement areas identified in the 2012 PCI report as needing immediate repair. Repair is anticipated to be milling and resurfacing.
Construction: Apron Rehab			\$650,000	\$52,000	\$585,000							\$13,000	Construction, Construction Admin, and Inspection of milling and resurfacing of various pavements on the airfield.
Design: Taxilane Rehab			\$50,000	\$4,000	\$45,000				\$1,000				Design services for the rehabilitation of multiple pavement areas identified in the 2012 PCI report as needing immediate repair. Repair is anticipated to be milling and resurfacing.
Construction: Taxilane Rehab			\$500,000	\$40,000	\$450,000					\$10,000			Construction, Construction Admin, and Inspection of milling and resurfacing of various pavements on the airfield.
Design and Construction: Turf Runway Stabilization			\$350,000	\$17,500	\$315,000						\$17,500		Existing turf RW is heavily used. Complaints from users about the smoothness of the surface have been expressed. Areas of the surface will need to be reggraded and compacted for long term use. The transition as the turf runway crosses pavement areas is a concern and needs attention. Look at adding orange cones for utility runway visibility.
Master Plan and ALP			\$260,000	\$20,800	\$234,000			\$5,200					ALP update with Narrative to focus on the airport development plans.
Airfield Marking Rehab		2019	\$80,000	\$4,000	\$72,000	\$6,400							Inspections have indicated degraded markings on the airfield for 2 years. The project scope will remove and replace all airfield markings.
Rehab Signage and Vault			\$200,000	\$160,000	\$0				\$40,000				The electrical vault and airfield signage are in poor condition and past their useful design life; the scope of the project is to replace the existing airfield signage and reconstruct the electrical vault in an adjacent location.
Sub-Totals:			\$2,305,000	\$423,500	\$1,759,500	\$6,400	\$0	\$35,200	\$41,000	\$10,000	\$18,800	\$13,000	
Totals:			\$2,596,621	\$446,800	\$2,021,958	\$6,400	\$0	\$35,200	\$41,000	\$10,000	\$18,800	\$13,000	
Design and Construction: 3-Hangar Addition			\$430,000	\$344,000	\$0					\$86,000			Design and Construction of 3 hangars at X21 to support growth and demand of aviation tenant space.
Design and Construction: Corporate Hangar			\$2,500,000	\$2,000,000	\$0							\$500,000	Design and Construction of corporate hangar under 12,000SF to support growth and demand of aviation tenant space.
Sub-Totals:			\$2,930,000	\$2,344,000	\$0	\$0	\$0	\$0	\$0	\$86,000	\$0	\$500,000	
Totals:			\$5,526,621	\$2,790,800	\$2,021,958	\$6,400	\$0	\$35,200	\$41,000	\$96,000	\$18,800	\$513,000	



Funded (Year)

PROJECTS

TOTAL COSTSPACE FL FUNDINGOTHER FUNDINGFY 20FY 21FY 22FY 23FY 24FY 25FY 26DESCRIPTION

Study: Master Plan		\$100,000	\$100,000	\$0	\$0								Develop new master plan and spaceport layout plan to further analyze potential growth needs and develop supported capital improvements program for the Spaceport.
Design and Construction: Oxidizer Loading Area		\$396,000	\$316,800	\$0	\$79,200								Scope includes 24' access road, 50'x50' concrete pad for loading area with canopy and closed spill prevention and pump out system. Also includes new entrance and security gate.
Study: EA for Freight and Logistics Access Corridor	2021	\$300,000	\$300,000	\$0	\$0								Conduct environmental investigation and develop NEPA documents to evaluate impacts of corridor construction to provide freight and logistical access to the Spaceport
Sub-Totals:		\$796,000	\$716,800	\$0	\$79,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Design and Construction: Reconstruct and Extend TW D		\$1,600,000	\$1,280,000	\$0									Removal of a very old and dangerous hangar on the airfield. Project includes removal of the facility, site grading, and capping utilities.
Design and Construct: Spaceport Apron		\$2,500,000	\$2,000,000	\$0									Phase 1 of RLV infrastructure development
Sub-Totals:		\$4,100,000	\$3,280,000	\$0	\$0	\$0	\$320,000	\$500,000	\$0	\$0	\$0	\$0	
Totals:		\$4,896,000	\$3,996,800	\$0	\$79,200	\$0	\$320,000	\$500,000	\$0	\$0	\$0	\$0	
Design and Construct: Space Perspective Development		\$22,000,000	\$22,000,000	\$0	\$0								Development project funded by Space Florida to develop a 120,000SF building to serve as a welcome center, R&D and balloon manufacturing facility for Space Perspective
Design and Construct: Rocket Engine Test Stand Improvements		\$300,000	\$240,000	\$0		\$60,000							Scope includes berms for blast mitigation and sound mitigation walls for sound attenuation
Sub-Totals:		\$22,300,000	\$22,240,000	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	
Totals:		\$27,196,000	\$26,236,800	\$0	\$79,200	\$60,000	\$320,000	\$500,000	\$0	\$0	\$0	\$0	