



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

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

**AGENDA**  
**REGULAR MEETING**  
**OCTOBER 19, 2019 AT 8:30 A.M.**

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

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

Salute to Flag - Pledge of Allegiance.

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

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

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

- 1. September 19, 2019 - Regular Meeting
- 2. September 19, 2019 - Second Public Hearing

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

- a. Discussion and Consideration of a Renewal Ground Lease Agreement for Up to 100 Acres in the Orange Grove Area at TIX
- b. Discussion and Consideration of a Renewal Ground Lease Agreement for 4,400 Square Feet of Land at TIX
- c. Discussion by Mr. Nick Leone of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

**NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR**  
**NOVEMBER 21, 2019 AT 8:30 A.M.**

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

XI. INFORMATION SECTION:

a. Chief Executive Officer Report

- Meeting with Mr. Daniels of the VAC discussing the Air Show
- Meeting with OAC Discussing Development
- Meeting with TIX Ventures and a Possible Investor
- Conference Call and Meeting with EFSC Discussing Possible Development
- Meeting with Mr. Scott Larese, the City Manager

b. Attorney Report

c. Check Register & Budget to Actual

d. Project Reports

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

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

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Mr. Jerry Sansom  
Chairman

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on September 19, 2019 at 4:00 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. Jerry Sansom, Chairman; Mr. Harry Carswell, Secretary; Mr. Roger Molitor; Mr. Donn Mount; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Mr. Milo Zonka, Vice Chairman, was in attendance via teleconference. Mr. John Craig, Treasurer and Mr. Al Elebash were absent.

**Call to Order**

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

**Approval of the Agenda**

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

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

- 1. August 15, 2019 – Regular Meeting**
- 2. August 15, 2019 – First Budget Hearing**

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

**Old Business – Item A – Discussion and Consideration of a Certified Public Accountant Firm to Provide Auditing Services for the Titusville-Cocoa Airport Authority**

Mr. Powell gave a brief overview of the item, stating that at the last Regular Board meeting, three accounting firms gave presentations to the Board in consideration to provide auditing services to the Airport Authority. Mr. Powell stated that the Board then took the time before the current meeting to evaluate each firm, turned in their evaluation forms and now were prepared to make a decision on which firm to select, if everyone was comfortable.

Mr. Sansom explained the scoring system, stating that because one of the evaluators gave all zeros to one of the firms, it counted as a non-rank for said firm, thus putting them at a disadvantage. Mr. Sansom stated that out of fairness to that firm, they had to add an additional element to the ranking so that it wouldn't adversely affect the average. Mr. Sansom explained that the firm with the lowest score of 9 was the top pick, which was Carr, Riggs & Ingram (CRI). Discussion continued.

Mr. Molitor asked if the outcome would have been different if the ranking system had not been revised. Mr. Sansom stated that outcome was the same. Discussion continued.

Mr. Carswell stated that since the revision didn't make a difference on the outcome, he wanted to make a motion to follow the numbers the way the Board had in the past. Mr. Sansom stated that they could do that, but noted that the extra comments that were put on the evaluation in question were simply comments from Mr. Zonka and did not reflect the opinion of the rest of the Board. Mr. Carswell's motion died for lack of a second. Discussion continued.

Mr. Molitor made a motion to select CRI as the auditing services contractor. Mr. Mount seconded.

Mr. Zonka recommended that whenever there was an RFQ in the future, it would be good to explain the ranking system in advance of distributing the ranking forms. Discussion continued.

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

### **New Business**

Mr. Powell stated that Mr. Nick Leone from Michael Baker International, was stuck in traffic and was not in attendance yet to read Item A. Mr. Rob Hambrecht from AVCON, stated that he would read Mr. Leone's invoices for him. Mr. Sansom suggested that Mr. Hambrecht present Item B and by the time he was finished, Mr. Leone may be in attendance to present Item A.

### **Item B – 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 4 in the amount of \$9,022.04 from Avcon, Inc., which was for the PAPI Replacement Project at Arthur Dunn Airpark.

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

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

Mr. Sansom stated that Mr. Leone had not arrived yet and turned the floor back over to Mr. Hambrecht to present the Michael Baker invoices in absentia.

Mr. Hambrecht presented Pay Request Number 4 in the amount of \$24,304.68 and Pay Request Number 5 in the amount of \$23,074.56, both from Michael Baker International, which were for the Airfield Lighting Rehabilitation Project at Space Coast Regional Airport.

Mr. Hambrecht presented Pay Request Number 7 in the amount of \$244,857.48 from C&D Construction and Pay Request Number 8 in the amount of \$22,561.16 from Michael Baker International, which were for the Port-A-Port Replacement Project at Merritt Island Airport. Discussion continued.

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

**Information Section**

**CEO Report**

Mr. Powell reported that Staff had spent a lot of time preparing for Hurricane Dorian and with FPL and their staging area at Space Coast Regional Airport.

Mr. Powell stated that there was ever-increased interest in the Airport Authority's facilities, noting that there was a fixed-wing flight school that had a couple of facilities in New York and North Carolina which was showing interest in coming here and seeing about expansion possibilities.

Mr. Powell reported that Staff continued working with FAA and FDOT on moving future projects forward.

Mr. Molitor asked if Board members could help to encourage businesses to locate to the any of the airports. Mr. Powell stated that if any of the Board members wanted to do that it would of great assistance. Discussion continued.

Mr. Powell concluded his report.

Mr. Zonka, who was on teleconference, exited the meeting at 4:30 p.m.

**Attorney Report**

Mr. Bird reported that he was continuing to work on some leases as well as an amendment for Florida Biplanes.

Mr. Bird reported he was waiting for a new trial date from the court on the Welsh case.

Mr. Bird concluded his report.

#### **Check Register & Budget to Actual**

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

#### **Administration & Project Reports**

Mr. Powell stated that the report was provided and gave a brief overview of any changes.

#### **Authority Members Report**

Mr. Molitor stated that he was concerned about maintenance to the t-hangar buildings. Mr. Molitor stated that the hangar building he was in was in very bad shape and he felt it wouldn't be that way if the Airport Authority had been maintaining the hangars in the first place, asking what could be done about expediting t-hangar maintenance. Mr. Powell stated that in that particular building and unit, the tenant had been non-responsive for quite some time. Mr. Powell explained that once access was gained, there was a large wooden structure inside that precluded Staff from being able to get to it. Mr. Powell stated that the Airport Authority now had a contract with someone that is going to remove the structure and continue with repairs. Mr. Powell reported that Staff finally found a group that specialized in t-hangar door maintenance, and could do specialized work. Discussion continued.

Mr. Carswell asked if there was any outcome on the proposed name change for Arthur Dunn Airpark. Mr. Powell stated that the Staff had reached out to Mr. Dunn's side of the family to get their perspective, but had not heard back from them. Discussion continued.

Mr. Sansom stated that the legislative process had started and he thought things were looking good with aviation funds.

#### **Public & Tenants Report**

Mr. Kevin Panik, a tenant at Space Coast Regional Airport, gave a brief presentation on the possible potential for t-hangar tenants to share expenses related to hangar maintenance and improvements.

#### **Adjournment**

Mr. Sansom adjourned the meeting at 4:58 p.m.

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JERRY SANSOM, CHAIRMAN

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HARRY CARSWELL, SECRETARY

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Second Budget Hearing of the Titusville - Cocoa Airport Authority was held on September 19, 2019 at 5:01 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. Jerry Sansom, Chairman; Mr. Harry Carswell, Secretary; Mr. Roger Molitor; Mr. Donn Mount; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Mr. Milo Zonka, Vice Chairman, Mr. John Craig, Treasurer and Mr. Al Elebash were absent.

**Call to Order**

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

**Consideration of Tentative 2019-2020 Fiscal Year Budget**

Mr. Powell briefly presented the proposed budget, stating that this was the Second Public Hearing of two, and that there had been no changes since the First Budget Hearing at the last Board meeting.

Mr. Molitor asked who developed the budget. Mr. Powell stated that it was himself and Ms. Ashley Campbell, Manager of Finance & Grant Administration. Mr. Powell explained the process. Discussion continued.

Mr. Molitor suggested that the Airport Authority appeal to the County Commissioners to reinstate receiving Ad Valorem taxes, as they did in the past. Discussion continued.

Mr. Sansom called for a motion. Mr. Mount made a motion to approve the budget as presented. Mr. Carswell seconded. Mr. Molitor stated that he wasn't comfortable voting to approve the budget, because, being a new Board member, he had not had enough time to really look at the budget and felt that he needed more explanations for certain items. Mr. Sansom stated that the budget had already gone to the County once and it was approved, adding that it was too late to change things at this conjuncture. Discussion continued.

Mr. Sansom asked if the public would like to comment on the budget. Mr. Dale Taglilatelo, a tenant at the Space Coast Regional Airport, discussed t-hangar maintenance, stating that his hangar building had a power issue for some time. Discussion continued.

Mr. Sansom brought the budget back to the Board, and called the question. All voted aye. Motion passed.



**Adjournment**

Mr. Sansom adjourned the meeting at 6:06 p.m.

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JERRY SANSOM, CHAIRMAN

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HARRY CARSWELL, SECRETARY



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

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

#### **MEMORANDUM**

TO: Members of the Airport Authority

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

DATE: October 17, 2019

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

Discussion and Consideration of a Renewal Ground Lease Agreement for Up to 100 Acres in the Orange Grove Area at TIX

#### **BACKGROUND**

Crisafulli Enterprises Development (CED) is interested in a renewal three (3) year lease of the orange grove area, with two (2) one year options from November 1, 2019 to November 1, 2024. The initial lease was from November 1, 2009 through November 2014 and a five year option out to November 1, 2019. CED wishes to provide: continued miscellaneous clearing and under brushing, and general maintenance to the site, particularly the citrus grove area; establish a Best Management Practice Program to determine the areas of the grove that have production potential benefits; work with Airport Authority to maintain and expand the fence around the perimeter boundary on the east and south side areas and post with Authority "No Trespass" signage; manage, establish and integrate a Game Management Plan for the site; participate with current Authority plan to eliminate trespassers on the site; marketing the citrus crop currently on site and through the duration of this lease, but mainly focus on grazing cattle for this term. It has been determined (preliminarily) that any income derived from selling any citrus would be used as reimbursement for maintenance and related expenses on the site. Any income exceeding these costs will be shared on a 50-50 basis with the Authority.

The main reason for the request to renew is CED wishes to pursue a cattle grazing program on the site along with the continued determination of marketable citrus versus cost effectiveness.

#### **ISSUES**

The orange grove area had been neglected for several years. In previously speaking with several different groups with experience in managing orange groves, all groups mentioned it would take years to cut the entire area back, fertilize, properly fence off, graft and/or replace trees as necessary before the groves would really have a chance to produce. After the initial ground lease with CED for the groves it was determined the groves were in worse shape than initially thought greatly limited what can be done to make a marked improvement.

## **ALTERNATIVES**

The Board could approve the request, reject it, or modify the lease terms and/or time frame.

## **FISCAL IMPACT**

Currently the Airport Authority derives no income from the orange grove area. The Airport Authority staff would continue to work closely with CED to ensure the area was improved and becomes a stronger asset to the Airport Authority.

## **RECOMMENDED ACTION**

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

**TITUSVILLE-COCOA AIRPORT AUTHORITY  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease") is made to be effective as of the 1<sup>st</sup> day of November, 2019 (the "Effective Date"), by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 ("**Authority**"), and CRISAFULLI ENTERPRISES, INC., a Florida corporation whose mailing address is 5525 N. Courtenay Parkway, Ste. C, Merritt Island, FL 32953 ("**Lessee**").

W I T N E S S E T H:

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

**ARTICLE I  
PREMISES AND PERMITTED USES**

**1.1 Demise of Premises.**

Subject to the terms and conditions set forth in this Lease, Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, the following real property located at the **Space Coast Regional Airport (TIX)** (the "Premises"): a parcel of unimproved commercial/agricultural property comprised of approximately 100 acres and known as, and previously leased by Lessee from Authority as, the "Orange Groves" property, as more particularly depicted and identified on **Exhibit "A"** hereto. Lessee hereby leases the Premises subject to, and Lessee hereby agrees to comply with, (i) all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses, (ii) all covenants, easements and restrictions of record, (iii) "Rules, Regulations, and Minimum Standards Covering Airports Owned or Controlled by the Titusville-Cocoa Airport Authority," as the same may be amended from time to time ("Minimum Standards"), and (iv) the Space Coast Regional Airport Master Plan, as the same may be amended from time to time (the "Master Plan").

**1.2 Condition of Premises:**

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

1.3 Construction of Improvements by Authority.

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

1.4 Construction of Improvements/Modifications by Lessee.

Any improvements Lessee wishes to construct upon the Premises, and any work to existing structures on the Premises, if any, that requires one or more building permits, shall be submitted to the Authority in writing for Authority's approval, which shall be granted or denied by Authority in its sole discretion. Construction of all improvements shall be solely at the expense and cost of the Lessee, and Authority shall not be responsible for the same regardless of Authority providing its approval for construction of such improvements. Any construction and/or improvements to the existing structure by Lessee on the Premises shall be in accordance with local building codes and shall also be governed by **Exhibit "C"** hereto, which is incorporated herein by reference.

1.5 No Entitlement to Lien.

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

### 1.6 Quiet Enjoyment.

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

### 1.7 Permitted Uses.

Lessee shall be permitted to use the Premises only for maintenance and cultivation of the orange trees and/or orange grove(s) currently existing on the Premises or, with the prior approval in writing of Authority, for cattle management provided the same do not create a nuisance or otherwise interfere with the regular operations of Authority.

### 1.8 Signage.

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

**ARTICLE II**  
**TERM OF LEASEHOLD/RENEWAL**

## 2.1 Base Term of Lease.

The base term of this Lease shall be for a period of three (3) consecutive years beginning on the Effective Date and terminating at midnight on October 31, 2022 (the "Base Term").

## 2.2 Options to Extend Lease.

After the Base Term and conditioned upon Lessee not being in material default of any portion of this Lease, Lessee shall have the right but not the obligation to extend the term of this Lease by way of its exercise in writing delivered to Authority of two (2) one-year options to extend such that by validly exercising both one-year options as set forth herein, Lessee may extend the term of this Lease so that it will expire at midnight on October 31, 2024. In order to validly exercise either of its one-year options to extend hereunder, Lessee must notify Authority at least ninety (90) days before, but not more than one hundred eighty (180) days before, the expiration of the term immediately preceding the one-year option to extend period Lessee wishes to exercise in writing of its exercise of an option to extend. If Lessee timely and validly does so, then the Lease shall be extended for one additional year (up to 2 years) for each option to extend. Lessee's failure to timely and properly notify Authority within the window of time provided herein of Lessee's exercise of its option(s) to extend shall permit the Authority if it so chooses to reject any invalid and/or untimely notice from Lessee of its exercise of such option(s), in which event the then-current term of the Lease shall not be extended, and Lessee shall have no recourse of any kind against Authority related to same.

### **ARTICLE III**

### **ANNUAL RENT AND FEES**

### 3.1 Monthly Rent and Fees.

Lessee shall pay to the Authority monthly rent for the Premises (hereinafter referred to as the “Base Monthly Rent”), beginning with the Commencement Date, in the amount detailed below, which Base Monthly Rent shall be payable on or before the first day of each calendar month (or partial calendar month) thereafter in advance in lawful money of the United States, without deduction or set-off, at the office of the Authority. Base Monthly Rent for a partial month, if any, during this Lease shall be prorated based on the number of days in such month.

### 3.2 Calculation of Rent and Fees.

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

- (a) Base Monthly Rent: Lessee shall engage in the business of cultivating, harvesting and maintaining the orange trees and/or orange grove(s) on the Premises and shall utilize all reasonable efforts to grow, harvest and sell to the public or specific third parties oranges grown on and harvested from the Premises and/or shall make additional efforts within the restrictions of section 1.7, above, to generate income and other revenue through use of the Premises (the "Gross Premises Proceeds"). Lessee shall utilize the Gross Premises Proceeds to pay all ad valorem taxes, insurance premiums and expenses and any other expenses related to Premises (the "Premises Expenses") such that the Lease will be treated as a "triple net" Lease for Authority's benefit. Once the expenses in the preceding sentence have been paid by Lessee through the Gross Premises Proceeds, the remainder shall be the "Net Premises Proceeds," of which fifty percent (50%) shall be paid by Lessee to Authority monthly as and for the base monthly rent for the Premises (the "Base Monthly Rent"). Without regard to any other term hereof, Lessee shall be solely responsible for payment of the Premises Expenses (whether directly to third parties or through reimbursement to Authority should Authority pay some or all of same) regardless of the amount earned as the Gross Premises Proceeds and even if said Premises Expenses exceed the Gross Premises Proceeds.
- (i) Bi-annually (at the end of each six-month period from the Effective Date of this Lease), Lessee shall provide to Authority sufficient records and documentation to reflect and demonstrate Lessee's activity on the Premises and efforts to generate Gross Premises Proceeds, including without limitation itemized expense and income sheets showing money expended by Lessee in relation to the Premises and all income or other revenue received by Lessee in relation to the Premises. It is understood and acknowledged by Lessee and Authority that Authority has agreed to the Base Monthly Rent for the Premises set forth herein as a result of

Lessee's obligation to use reasonable efforts to generate income and other revenue through agricultural use of the Premises.

(b) Rent (other):

- (i) Lessee shall pay to Authority monthly common area maintenance (CAM) fees in the amount of \$ N/A for the Premises. These CAM fees shall be paid at the same time and in the same manner as Base Monthly Rent due the Authority from Lessee and are to cover Lessee's share of expenses related to the upkeep, maintenance and repair of common areas of the Premises.
- (ii) Lessee shall pay to Authority any and all sales tax due on any of the rent, fees or other charges due under this section 3.2, to Authority at the same time and in the same manner as base rental payments are paid to Authority by Lessee. Lessee acknowledges that sales tax rates are subject to change from time to time and further agrees and acknowledges that it is responsible to calculate and pay to Authority the correct amount of sales tax due hereunder.
- (iii) All sums due Authority hereunder, regardless of nature or purpose, constitute rent due the Authority, and failure to pay any such sums when due constitutes failure to pay rent under this Lease and default hereunder.

3.3 Delinquent Rent.

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

**ARTICLE IV**  
**MAINTENANCE AND UTILITIES**

4.1 Maintenance.

- (a) Lessee shall be solely responsible for and pay all expenses related to maintenance and upkeep on and for the Premises, including without limitation: gardening and landscaping, the cost of public liability, flood, property damage, and all other insurance (if not provided separately by Lessee at its sole cost and expense), repairs of all kinds, maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins, and other areas and facilities whether or not on or off-site, canal embankment and related maintenance, sanitary control, trash, rubbish, garbage and other refuse removal.



- (b) The Authority shall not be liable for any damages from plumbing, gas, water steam or sewage leaks or stoppage, nor for damage arising from acts of negligence of Lessee and/or third parties. Lessee shall not store any products or substances which shall increase the need for pest control services. Lessee agrees to accept the Premises and appurtenances thereof, including sprinkler, heating, air conditioning, water and sewer systems, electrical fixtures, plumbing, plumbing fixtures and equipment, if any, in "as is" condition and maintain them in such condition and good order through the term of this Lease and any extensions hereof. Lessee shall be liable for any damage or injury which may be caused by or resulting from Lessee's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by Lessee.

#### 4.2 Trash and Garbage.

During this Lease, Lessee shall be responsible for the storage, collection and removal from the Premises of all trash, garbage and other refuse resulting from Lessee's activities on the Premises.

#### 4.3 Utilities (Electrical and Sewer).

During this Lease, Lessee shall be responsible, at Lessee's sole cost and expense, for any necessary installation of and costs related to utility services within and to the Premises. Lessee agrees that the Authority shall have no liability to Lessee arising out of any interruption of utility service to the Premises, unless such interruption was caused by the gross negligence of the Authority. For purposes of this section 4.3, the acts of a third party shall not constitute acts within the control of the Authority unless such acts were directed by the Authority.

### **ARTICLE V** **TAXES**

#### 5.1 Property Taxes and Assessments.

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

shall pay a percentage of the assessment calculated by dividing the number of days this Lease was in effect during that assessment period by the total number of days in the assessment period.

#### 5.2 Protesting Taxes.

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

#### 5.3 Payment of Sales Tax.

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

### **ARTICLE VI** **INSURANCE**

#### 6.1 Hazard Insurance.

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

#### 6.2 Liability Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout this Lease automobile liability insurance on all automobiles used in connection with its operations at the Premises and commercial general liability insurance protecting the Authority and Lessee (including, without limitation, all members of the governing board of Authority), officers, agents and employees of

each, from and against any and all liabilities arising out of or relating to Lessee's occupation and/or use of the Premises, or the conduct of its operations on the Premises, in the amount of not less than \$5,000,000 (or such greater amount as may be maintained by Lessee from time to time) per occurrence, with no self-insured retention or deductible amount, in such form, and with such company or companies as Authority shall approve in writing, which approval shall not be unreasonably withheld. Such insurance shall include contractual liability coverage for Lessee's covenants to indemnify the Authority and the other parties as required under this Lease and shall provide that it is primary insurance as respects any other valid and collectible insurance the Authority or any of the other additional insureds may possess, including any self-insured retention or deductible any of them may have, and that any other insurance carried by any of them shall be considered excess insurance only.

### 6.3 Workers' Compensation.

If Lessee is an “employer” as that term is defined by Florida law, Lessee shall keep in force, at its sole expense, workers’ compensation or similar insurance affording the required statutory coverage and requisite statutory limits. Lessee shall also maintain at all times while this Lease is in effect employer’s liability insurance with limits of liability of not less than \$500,000 for each of the “each accident,” “disease policy limit,” and “disease each employee” coverage or a self-insured program with comparable coverage. Such workers’ compensation and employer’s liability insurance or self-insured program shall contain a waiver of any right of subrogation against Authority.

#### 6.4 Certificates of Insurance.

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

## **ARTICLE VII**

### **ENVIRONMENTAL**

#### **7.1     Lessee's Environmental Obligations.**

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

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

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

## **ARTICLE VIII**

### **INDEMNIFICATION**

#### **8.1     Lessee Indemnification.**

Lessee shall indemnify, defend and hold completely harmless Authority, from and against any and all liabilities (including, but not limited to, liability with respect to any Hazardous Substances and liability under the Comprehensive Environmental Response, Compensation and Liability Act, as it may be amended from time to time ("CERCLA"), and any other environmental law), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable attorneys' fees and costs, including fees and charges for the services of paralegals or other personnel working under the supervision of such attorneys ("Attorneys' Fees")) which may be incurred by, charged to or recovered from

any of the foregoing: (i) by reason or on account of damage to or destruction of any property of Authority, or any property of, injury to or death to any person resulting from or arising out of the use, occupancy or maintenance of the Premises or any improvements, or the Lessee's operations thereon, or the acts or omissions of Lessee's officers, employees, agents, contractors, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, damage, penalty, cost or expense was proximately caused by the entity to be indemnified hereunder, (ii) arising out of the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee, or (iii) imposed on or assessed against the Authority by reason of or arising out of any act or omission on the part of Lessee, any subtenant or any other person acting by, through or for Lessee or any subtenant of Lessee. Authority agrees to give Lessee reasonable notice of any suit or claim for which indemnification will be sought by it hereunder, to allow Lessee or its insurer to compromise and defend the same to the extent of its interest and to reasonably cooperate with the defense of any such suit or claim. The provisions of this section 8.1 shall survive the expiration or earlier termination of this Lease with respect to any acts or omissions occurring during the term of this Lease. Irrespective of the foregoing, nothing in this section 8.1 is intended to or shall abrogate, supplant or otherwise modify in any way the Authority's right to claim any form of governmental or sovereign immunity including without limitation the immunity available to the Authority under section 768.28, Florida Statutes.

## **ARTICLE IX**

### **DESTRUCTION OF IMPROVEMENTS**

#### **9.1     Insurance Proceeds.**

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

## **ARTICLE X**

### **CONDEMNATION**

#### **10.1    Notice of Condemnation.**

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

#### **10.2    Rights of Authority and Lessee.**

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

#### **10.3    Taking of Leasehold.**

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

#### **10.4    Taking of Temporary Use of Premises and Improvements.**

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

#### **10.5    Taking by Authority.**

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

#### **10.6    Deposit of Sums Payable on Taking.**

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

## **ARTICLE XI**

### **DEFAULT**

#### **11.1 Events of Default.**

The occurrence of any of the following shall constitute an event of default (an "Event of Default") by Lessee under this Lease: (i) the failure of Lessee to fully and timely make any payment of rent or any other payment required to be made by Lessee hereunder; (ii) the failure of Lessee to keep, observe or perform any other material covenants or agreements herein unrelated to payments due, and the continued failure to observe or make a reasonable effort to begin to perform any such covenant or agreement after a period of thirty (30) days after written notice to Lessee of such failure; (iii) commencement by or against the Lessee of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness, or the insolvency of the Lessee, or an assignment or arrangement for the benefit of its creditors or the appointment of a receiver, trustee or custodian, provided, however, that any of the foregoing set forth in this sub-sentence (iii) which is commenced by a person other than Lessee shall not constitute an Event of Default if it is discharged within sixty (60) days following receipt of written notice from Authority; or (iv) the placement of any lien upon the Premises or any improvements (excluding liens for taxes which are not delinquent and mortgages permitted hereunder) which is not discharged of record by payment or bond within thirty (30) days following receipt of written notice from Authority, or any levy under any such lien.

#### **11.2 Remedies for Default.**

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

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

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

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

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

#### 11.3 Advances by Authority.

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

#### 11.4 Non-Waiver By Authority.

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



**ARTICLE XII**  
**MISCELLANEOUS**

**12.1 Additional Provisions.**

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

**12.2 Fees.**

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

**12.3 Recording.**

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

**12.4 Additional Reserved Rights of Authority.**

Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, facilities, landing areas and taxiways as it may reasonably see fit, although Authority will endeavor to do so without disturbing Lessee's quiet use and enjoyment of the Premises. Authority shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions. Authority reserves the right to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Premises) and all others similarly situated from time to time as Authority may deem advisable.

**12.5 Leasehold Encumbrances.**

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

**12.6 Assignment and Subletting.**

- (a) Lessee shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior written approval of Authority, which approval may be granted or withheld by Authority in its sole discretion; except that Lessee may assign this Lease without prior approval (but upon prior written notice to Authority) to a corporate parent, affiliate, sister company, or subsidiary (collectively, an "Affiliate"), upon submitting proof of such affiliation satisfactory to Authority. No sublease or assignment shall release Lessee from any of its obligations under this Lease unless the Authority agrees to such release in writing in its sole discretion. Approvals required under this paragraph

shall be in writing and shall apply to any change in ownership of or power to vote a majority of the outstanding voting stock of Lessee from the owners of such stock or those controlling the power to vote such stock on the date of this Lease (except in the event Lessee is a corporation whose stock is publicly traded), or if Lessee is a limited or a general partnership or other entity, any transfer of an interest in the partnership or other entity which results in a change in the control of such partnership or other entity. Any assignment or sublease that is not in strict compliance with the terms and conditions of this Paragraph, shall be void ab initio and shall be of no force or effect whatsoever.

- (b) Lessee agrees to reimburse the Authority for its Attorneys' Fees and costs actually incurred in determining whether to give its consent to any proposed sublease or assignment, whether or not such consent is given, and the negotiation and preparation of any documents with respect to such sublease or assignment.

12.7 Notice.

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

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

To Tenant: Crisafulli Enterprises, Inc.  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

***(Signature Page Follows)***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**WITNESSES:**

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

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

**WITNESSES:**

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

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

**LESSEE:**

**CRISAFULLI ENTERPRISES, INC., a Florida corporation**

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

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

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

**LESSOR:**

**TITUSVILLE-COCOA AIRPORT AUTHORITY**

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

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

As Its: Chief Executive Officer

Approved as to Form and Legality this \_\_\_\_\_  
day of \_\_\_\_\_, 2019

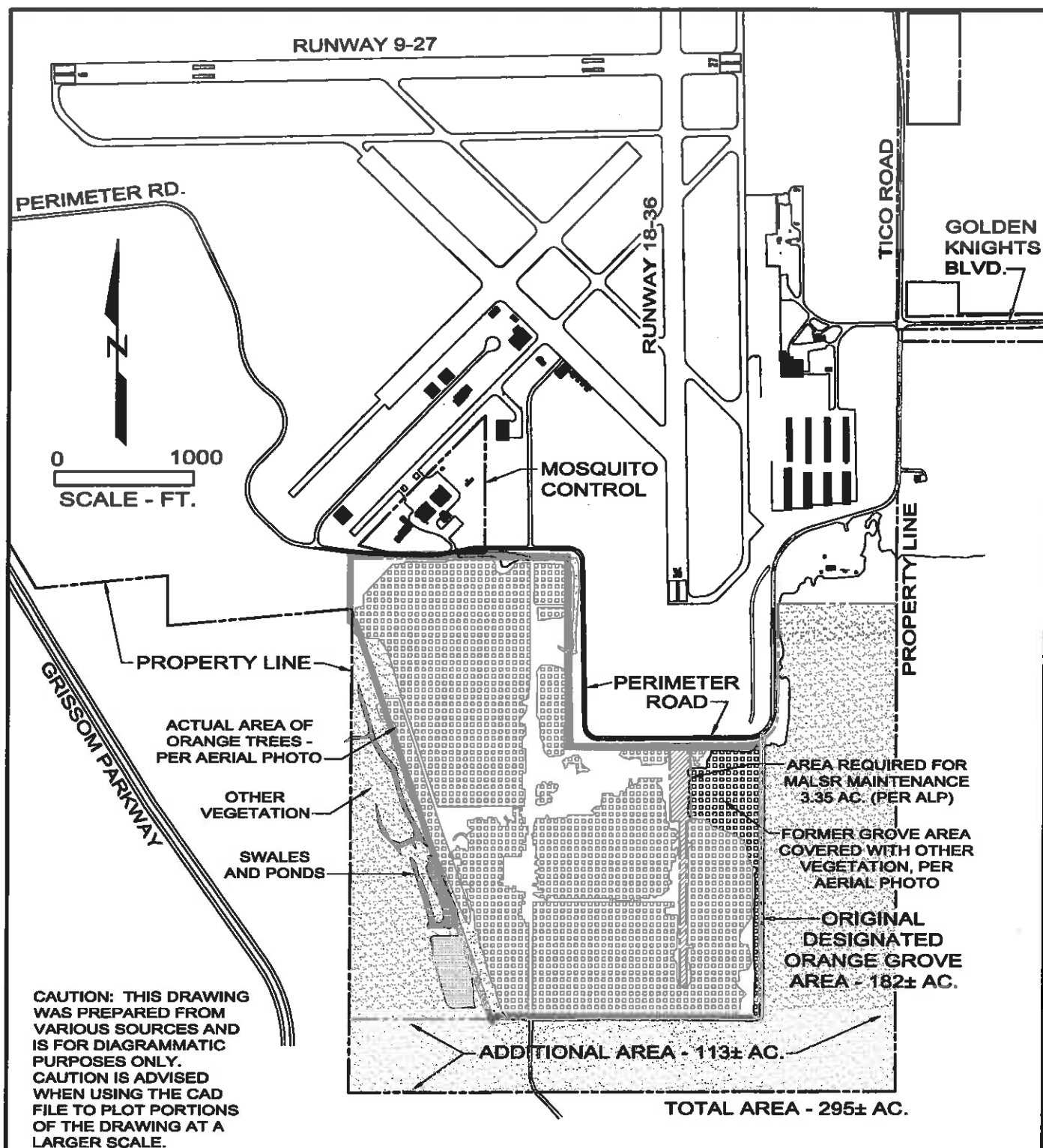
**GrayRobinson, P.A.**

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

Adam M. Bird, Esq. - General Counsel

Titusville-Cocoa Airport Authority

**EXHIBIT "A"**  
**SKETCH OF PREMISES**



**EXHIBIT "B"**  
**AUTHORITY IMPROVEMENTS**

**NONE**

## **EXHIBIT "C"**

### **CONSTRUCTION OF IMPROVEMENTS**

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

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



## **EXHIBIT "D"**

### **REQUIRED PROVISIONS**

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

#### Discrimination Not Permitted.

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

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

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

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

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

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

#### Federal Aviation Administration Requirements.

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

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

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

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

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

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

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

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

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

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

Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Compliance with Stormwater Regulations.

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

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

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

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

#### Subordination.

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

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

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

**EXHIBIT "E"**  
**CONTRACT BOND FORM**

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

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

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

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

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

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

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

the Agreement.

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

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

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

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

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

"Surety" \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Countersigned by Florida Registered Agent  
Printed Name \_\_\_\_\_

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

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

**EXHIBIT "F"**  
**LETTER OF CREDIT FORM**

\_\_\_\_\_ [Date]

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

AGGREGATE AMOUNT: \_\_\_\_\_ and \_\_\_\_/100 Dollars

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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



presentation to us as provided herein.

\_\_\_\_\_ [Bank Name]

By:

Title:

**EXHIBIT "G"**  
**PAYMENT BOND FORM**

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

(Countersigned by Florida

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Name and Title

**EXHIBIT "H"**  
**PERFORMANCE BOND FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Countersigned by Florida Registered Agent)

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

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

**EXHIBIT "T"**

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

**For Recording Purposes Only**

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 ("Authority"), and Crisafulli Enterprises, Inc., a Florida corporation, whose mailing address is \_\_\_\_\_ ("Lessee").

**WITNESSETH**

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

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

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

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

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

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

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

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

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

**WITNESSES:**

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

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

**WITNESSES:**

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

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

**LESSEE:**

**CRISAFULLI ENTERPRISES, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSOR:**

**TITUSVILLE-COCOA AIRPORT AUTHORITY**

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

Approved as to Form and Legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
**GrayRobinson, P.A.**

By: \_\_\_\_\_  
Legal Counsel / Titusville-Cocoa Airport Authority

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **Crisafulli Enterprises, Inc.**, on behalf of the corporation. He/She is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

**STATE OF FLORIDA  
COUNTY OF BREVARD**

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

(NOTARY SEAL)

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



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

---

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

**MEMORANDUM**

**TO:** Members of the Airport Authority

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

**DATE:** October 17, 2019

**ITEM DESCRIPTION - NEW BUSINESS ITEM B**

Discussion and Consideration of a Renewal Ground Lease Agreement for 4,400 Square Feet of Land at TIX

**BACKGROUND**

The United States Air Force, 45 CES/CER, 1224 Jupiter Street, Patrick Air Force Base, Florida, 32925-3343 wishes to renew its ground lease with the Titusville-Cocoa Airport Authority for 4,400 sq.ft of land at TIX for their weather equipment.

**ISSUES**

The ground lease is a simple renewal, but the USAF had previously removed some other equipment attached to the rotating beacon at TIX and and COI.

**ALTERNATIVES**

The Board could approve the request, reject it, or modify the lease terms and/or time frame.

**FISCAL IMPACT**

The lease rate will be \$1,074.57 annually.

**RECOMMENDED ACTION**

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



**LEASE TO**  
**DEPARTMENT OF THE AIR FORCE**  
**FROM**  
**TITUSVILLE-COCOA AIRPORT AUTHORITY**  
**TITUSVILLE, FLORIDA**  
**FOR**  
**WEATHER SITE, WWKA**

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THIS LEASE is made as of the 1st day of October 2019, by and between Titusville-Cocoa Airport Authority, the government body of the Titusville-Cocoa Airport District, a special taxing district organized and existing under the laws of the state of Florida (the "Lessor") and The United States of America, acting by its Secretary of the Air Force (the "Government" or the "Air Force") The Lessor and the Government may sometimes be referred to jointly as the "Parties," and each separately as a "Party." The term "Lessor" includes its successors and assigns, if any. Lessee includes its assigns, if any.

The Government is entering into the Lease under the authority contained in 10 U.S.C. § 2661.

NOW, THEREFORE, the Lessor, for the consideration set forth below, hereby leases to the Government the Leased Premises (identified below), subject to the following conditions:

Leased Premises includes the real property described on **Exhibit A** and depicted on **Exhibit B** together with the right of the Government and its officers, employees, invitees, licensees, agents and contractors to use the streets, common driving areas, sidewalks, and walkways around the real property for access to and from public streets and highways (the "Leased Premises"), and certain personal property, if any, identified in **Exhibit A** (the "Personal Property"). The Personal Property is an integral part of the Leased Premises and may be used by the Government in connection with its use of the real property included in the Leased Premises.

## **BASIC TERMS**

### **1. TERM**

1.0. Term. 1 year, beginning on 1 October 2019 (Term beginning date) with the option the original term for four (4) renewals, which may be automatically exercised subject to the availability of funds.

### **2. RENT**

2.1. Rent. \$1074.57 per year, payable in arrears in equal monthly installments of \$89.55, commencing on the Term Beginning Date.

2.2. If rent commences on a day other than the first day of a calendar month, that portion of the rent which is payable for the period shall be prorated based on the number of days in that month.

### **3. CORRESPONDENCE**

**3.0.** Whenever the Government or the Lessor shall desire to give or serve upon the other a notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication with respect to this Lease or with respect to the Leased Premises and any improvements located thereon, each such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication shall be in writing and shall not be effective for any purpose unless same shall be given or served by personal delivery to the Party or Parties to whom such notice, demand, order, direction, determination, requirement, consent or approval, request, or other communication is directed or by mailing the same, in duplicate, to such Party or Parties through a nationally recognized and reputable overnight delivery service at the regular delivery address for the parties specified below. In the latter case, delivery shall be effective on the date confirmed by the records of such service. All correspondence that must be sent, and all notices required or desired to be given under this Lease, must be addressed, if to the Air Force, to:

Real Property Officer  
45 CES/CEIAP1224 Jupiter Street  
Patrick Air Force Base, Florida 32925

with a copy to:

Department of the Air Force  
AFCEC/CIT  
2261 Hughes Ave., Ste. 155  
JBSA Lackland, TX 78236-9853

and, if to the Lessor, to:

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

or to another address that the Parties may from time to time otherwise direct. Notice shall be given in writing and enclosed in a sealed envelope to the address of the receiving Party, and either hand-delivered, or sent by United States Postal Service, or by recognized overnight courier. The communication will be deemed delivered when received by the addressee.

### **4. ACCESS AND INSPECTION**

**4.0.** Lessor shall have the right to access the Leased Premises for purposes of inspection at any reasonable time with reasonable prior notice to the Government.

## **5. DEFAULT AND TERMINATION**

**5.1.** The failure of the Lessor or the Government to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice, shall constitute a default or breach of this Lease. If, however, the time required to return to compliance exceeds the thirty (30) day period, the defaulting Party shall not be deemed to be in default if within such period the actions necessary to bring the Lease into compliance have begun and are diligently and continuously pursued to until the default has been cured.

**5.1.1.** In the event of any default and breach of this Lease, the non-defaulting Party may terminate this Lease at any time after expiration of the cure period provided for in Condition 5.1 upon written notice of the termination. The termination notice shall be effective as of a date to be specified in the notice, which shall be at least seven (7) but not more than thirty (30) days after receipt of the notice.

**5.2.** The Government may terminate this Lease at any time by giving the Lessor at least thirty (30) days' prior written notice.

**5.3.** The Government shall vacate and surrender the Leased Premises to the Lessor on or before the date of expiration of the Lease, or its earlier termination. The Government will remove all of its property from the Leased Premises and restore them to as good order and condition, reasonable wear and tear and damage beyond the control of the Government excepted, as that existing on the Term Beginning Date, subject to Condition 7 below. In the alternative and at the Government's discretion, the Government may convey any remaining improvements to lessor and/or compensate the Lessor for the diminution in value of the promises in lieu of removal and/or restoration.

## **OPERATION OF THE PREMISES**

## **6. CONDITION OF LEASED PREMISES**

**6.0.** Prior to the Term Beginning Date, an Environmental Baseline (EBS) Waiver for the Leased Premises dated 17 April 2019 has been delivered to the Lessor and is attached as **Exhibit C** hereto. The EBS Waiver sets forth those environmental conditions and matters on and affecting the Leased Premises on the Lease Effective Date as determined from the records and analyses reflected therein. Any failure on the part of the Lessor to fully disclose any known latent defect on the Leased Premises shall be grounds for termination of this Lease by the Government. A separate EBS waiver for the Leased Premises shall be prepared by the Government, after the expiration or earlier termination of this Lease "Final EBS" or "EBS waiver". Such Final EBS or EBS waiver shall document the environmental conditions and matters on and affecting the Leased Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS or EBS waiver will be used by the Government to determine any obligations to maintain and restore the Leased Premises under this Lease.

## **7. CONSTRUCTION AND ALTERATIONS**

**7.0.** The Government may place, construct, or make substantial improvements, structures, alterations, or additions to, or installations upon, and otherwise modify or alter the Leased Premises ("Alterations") with (or without) the prior written consent of the Lessor. Unless otherwise agreed in writing, all Alterations shall remain the property of the Government when annexed to the Leased Premises.

## **8. MAINTENANCE OF LEASED PREMISES**

**8.0.** The Government shall keep the Leased Premises in good order and repair during the term of this Lease.

## **9. UTILITIES AND SERVICES**

**9.0.** The Government shall be responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Leased Premises.

## **10. USE OF LEASED PREMISES**

**10.0. Use.** Land used for the purpose of installing and maintaining a weather instrumentation network subject, however, to all applicable provisions of this Lease. The Government may use the Leased Premises for any use not otherwise prohibited by this Lease.

## **ENVIRONMENT**

**11**

### **ENVIRONMENTAL PROTECTION**

**11.1. Compliance with Law.** The Government shall comply, at its sole cost and expense, with the Federal, state, and local laws, regulations, and standards that are or may become applicable to its activities on the Leased Premises, including, without limitation, obtaining any environmental permits required for its operations under this Lease. The Government, however, shall not be responsible for any act or omission of the Lessor that contaminates the Leased Premises, and the Lessor agrees to comply with all applicable environmental laws and regulations as a result of any such act or omission, and to the extent permitted by law, the Lessor agrees to hold the Government harmless from, and indemnify and defend the Government against, any action arising from contamination on, and migrating upon, the Leased Premises by the Lessor.

**11.2. Wetlands.** The Government shall protect any wetlands found or identified on the Leased Premises from destruction, loss, or degradation, consistent with the requirements of applicable law.

## **12. HISTORIC PROPERTY**

**12.0.** The Government will comply with all laws applicable to historical property located on the Leased Premises, if any.

## **CHANGES IN OWNERSHIP OR CONTROL**

## **13. ASSIGNMENTS, SUBLEASES, AND LICENSES**

**13.1.** The Government may not assign this Lease or sublet the Leased Premises for any purpose not provided in this agreement without the prior written consent of the Lessor, which shall not be unreasonably withheld, delayed, or qualified.

**13.1.1.** Any assignment or sublease granted by the Government shall be consistent with all of the terms and Conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Government under this Lease.

**13.1.2.** The Government shall deliver to the Lessor, for its prior written consent, a copy of each agreement of sublease or assignment it proposes to execute. Consent or rejection by the Lessor shall be given within ten (10) business days of receipt of the proposed agreement.

**13.1.3.** Any agreement of sublease or assignment must expressly provide that: (a) the sublease or assignment, as the case may be, is subject to all of the terms and Conditions of the Lease; (b) the sublease shall terminate on the expiration or earlier termination of this Lease; (c) the sublessee or assignee, as the case may be, shall assume all of the obligations of the Government; and (d) in case of any conflict between any provisions of this Lease and any provisions of the agreement of sublease or assignment, this Lease will control. A copy of this Lease must be attached to the agreement of sublease or assignment.

**13.2.** The Lessor shall not engage in any financing or other transactions creating any mortgage lien upon the Leased Premises; place or suffer to be placed upon the Leased Premises any other lien or other encumbrances; or suffer any levy or attachment to be made on the Lessee's interest in the Leased Premises. Any mortgage, encumbrance, or lien shall be deemed to be a violation of this condition and constitute a failure to comply with the terms of this Lease on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced.

## **14. EASEMENTS AND RIGHTS OF WAY**

**14.1.** This Lease is subject to all existing easements, rights-of-way, and rights in the nature of an easement or right-of-way (collectively "Outgrants") related to the Leased Premises.

**14.2.** The Lessor has identified all Outgrants in the attached **Exhibit D**.

**14.3.** The holders of such Outgrants shall have reasonable rights of ingress and egress over the Leased Premises in order to carry out the purpose of the Outgrants.

## **GENERAL PROVISIONS**

### **15. HEADINGS OR TITLES**

**15.0.** The brief headings or titles preceding each condition are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Lease.

### **16. COUNTERPARTS**

**16.0.** This Lease is executed in two (2) counterparts each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

### **17. ENTIRE AGREEMENT**

**17.0.** It is expressly agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Government, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Lease. This instrument may only be modified or amended by mutual agreement of the Parties in one writing signed by each Party.

### **18. TIME OF THE ESSENCE**

**18.0.** Time shall be of the essence with this Lease.

### **19. TAXES**

**19.0.** The Lessor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges that, at any time during the term of this Lease, may be imposed upon the Lessor with respect to the Leased Premises.

### **20. GENERAL INDEMNIFICATION BY LESSEE**

**20.0.** The Government cannot indemnify the Lessor for any purpose.

### **21. INSURANCE**

**21.0.** The Government is self-insured.



## **22. DISPUTES**

**22.0.** The Parties shall at all times try to resolve disputes in an amicable manner. However, the Parties reserve all rights afforded them under law to resolve any such dispute by any lawful means.

## **23. AMENDMENTS**

**23.0.** This Lease may be amended at any time by mutual agreement of the Parties in one writing and signed by a duly authorized representative of each Party.

## **24. REPORT TO CONGRESS**

**24.0.** This Lease is not reportable under 10 U.S.C. § 2662.

## **25. DAMAGE TO GOVERNMENT PROPERTY**

**25.0.** The Lessor shall not be responsible for damage to government property pursuant to any grants provided under this agreement, except those of gross negligence or willful misconduct on the part of lessor, lessor's agents, and lessor's assigns.

## **26. COMPLIANCE WITH APPLICABLE LAWS**

**26.0.** The Government will comply with all applicable laws in its use and occupancy of the Leased Premises. Nothing in this Lease shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

## **27. RESTRICTIONS ON USE OF LEASED PREMISES**

**27.0.** RESERVED

## **28. EXHIBITS**

**28.0.** Four (4) exhibits are attached to and made a part of this Lease, as follows:

- Exhibit A – Description of Leased Premises
- Exhibit B – Maps / Photos of the Leased Premises
- Exhibit C – EBS Waiver
- Exhibit D – List of Outgrants

**IN WITNESS WHEREOF**, the Parties have caused this Lease to be executed by their duly authorized representatives on the dates shown below.

Titusville-Cocoa Airport Authority

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

By: \_\_\_\_\_  
Michael D. Powell, C.M., ACE  
Chief Executive Officer

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

THE UNITED STATES OF AMERICA,  
by the Secretary of the Air Force

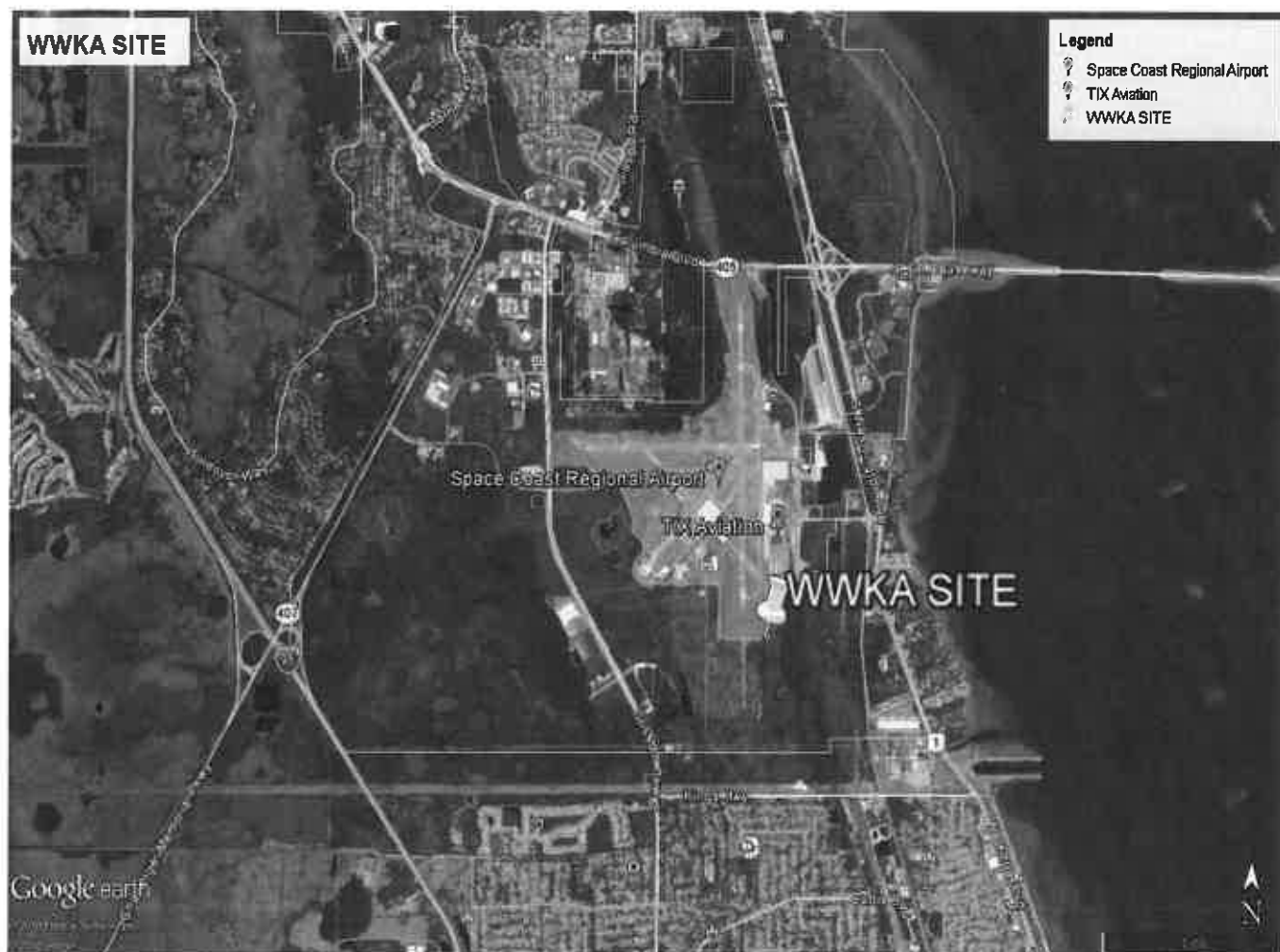
\_\_\_\_\_  
ROBERT E. MORIARTY, P.E., SES, DAF  
Deputy Director, Installations Directorate

**EXHIBIT A— DESCRIPTION OF PREMISES**

A rectangular tract of land having an area of approximately 1/8 of an acre,  
Located on the southeasterly section of the Space Coast Regional Airport  
Property identified as Brevard County Florida Tax Parcel 23-35-11 BB-0000-0038.  
The airport is located in Titusville, Florida.

**EXHIBIT B— MAP OF PREMISES**











WWKE Site photo



**EXHIBIT C—EBS WAIVER**

The EBS Waiver titled \_\_\_\_\_ and dated \_\_\_\_\_ is  
hereby incorporated by this reference.

**EXHIBIT D—LIST OF OUTGRANTS**

None



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

---

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

**MEMORANDUM**

**TO:** Members of the Airport Authority

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

**DATE:** October 17, 2019

**ITEM DESCRIPTION - NEW BUSINESS ITEM C**

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

**BACKGROUND**

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

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

**ISSUES**

All projects are moving forward.

**ALTERNATIVES**

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

**FISCAL IMPACT**

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

**RECOMMENDED ACTION**

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

**Michael Baker**  
**INTERNATIONAL**

**MICHAEL BAKER INTERNATIONAL, INC.**  
12740 Gran Bay Parkway West  
Suite 2110  
Jacksonville, FL 32258  
904-380-2500  
Billing (803) 231-4014

AUGUST 20, 2019

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

INVOICE NO. 1057783  
BAKER PROJECT NO. 170779  
REQUEST NO. 06  
FAA AIP PROJECT NO. 3-12-0080-028-2018  
PROJECT ID # FM 247401-1-94-01

RE: AIRFIELD LIGHTING REHABILITATION (CONSTRUCTION)

FOR FEES BILLED THROUGH JULY 01, 2019 THROUGH JULY 31, 2019

CONTRACT VALUE \$241,224.00

**PHASE 5 - CONSTRUCTION SERVICES**

**CONSTRUCTION ADMINISTRATION**

82.75% COMPLETE OF \$43,604.00

**INVOICED**  
**THIS PERIOD**

\$408.83

**INVOICED**  
**TO DATE**

\$36,082.31

**RPR**

63.50% COMPLETE OF \$178,620.00

\$12,503.40

\$113,423.70

**SPECIAL SERVICES (SUBCONSULTANTS)**

26.66% QA CONSTRUCTION TESTING \$5,000.00

\$0.00

\$1,332.85

42.86% AIRFIELD ELECTRICAL \$14,000.00

\$6,000.00

\$6,000.00

**TOTAL EARNINGS**

**\$18,912.23**

**\$156,838.86**

**AMOUNT DUE THIS INVOICE**

**\$18,912.23**

**Electronic Remittance**

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

**Check Payment Remit to:**

PO BOX 536408  
PITTSBURGH, PA 15253-5906

*Handwritten signature*  
9/25/19

**Michael Baker**  
**INTERNATIONAL**

**MICHAEL BAKER INTERNATIONAL, INC.**  
12740 Gran Bay Parkway West  
Suite 2110  
Jacksonville, FL 32258  
904-380-2500  
Billing (803) 231-4014

SEPTEMBER 17, 2019

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

INVOICE NO. 1060203  
BAKER PROJECT NO. 170779  
REQUEST NO. 07  
FAA AIP PROJECT NO. 3-12-0080-028-2018  
PROJECT ID # FM 247401-1-94-01

RE: AIRFIELD LIGHTING REHABILITATION (CONSTRUCTION)

FOR FEES BILLED THROUGH AUGUST 01, 2019 THROUGH AUGUST 31, 2019

CONTRACT VALUE \$241,224.00

**PHASE 5 - CONSTRUCTION SERVICES**

**CONSTRUCTION ADMINISTRATION**

85.04% COMPLETE OF \$43,604.00

**INVOICED**  
**THIS PERIOD**

\$1,000.00

**INVOICED**  
**TO DATE**

\$37,082.31

**RPR**

74.70% COMPLETE OF \$178,620.00

\$20,000.00

\$133,423.70

**SPECIAL SERVICES (SUBCONSULTANTS)**

46.66% QA CONSTRUCTION TESTING \$5,000.00

\$1,000.00 \*

\$2,332.85

100.00% AIRFIELD ELECTRICAL \$14,000.00

\$8,000.00 ✓

\$14,000.00

**TOTAL EARNINGS**

**\$30,000.00 ✓**

**\$186,838.86**

**AMOUNT DUE THIS INVOICE**

**\$30,000.00**

*Michael Baker*  
9/10/19

**Electronic Remittance**

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

**Check Payment Remit to:**

PO BOX 536408  
PITTSBURGH, PA 15253-5906



H.L. Pruitt Corp.

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

# INVOICE

INVOICE #:  
DATE:  
RANGE:

50407  
September 5, 2019  
July 27-Aug. 31, 2019

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

PROJECT: Airfield Lighting Rehab.  
LOCATION: Space Coast Regional Airport

ATTN: Accounts Payable

CC: Nick Leone, Michael Baker International

			ITEM	AMOUNT
			<u>Draw Request #7</u>	
			Original Contract Amount: \$ 1,814,096.00	
			Change Orders: \$264,916.70	
			Revised Contract Amount: \$2,110,846.00	
			Amount Completed to Date - 60%: \$1,274,875.89	
			<u>Less Retainage @ 10%: (\$127,487.59)</u>	
			<u>Less Previous Requests: (\$985,117.85)</u>	
			Total Amount Due and Payable This Request	\$162,270.45

NOTES: Due upon receipt, unless otherwise noted.

  
For H.L. Pruitt Corp. 9/5/2019  
Date

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville-Cocoa Airport Authority PROJECT: Airfield Lighting Rehab - Space Coast Regional APO APPLICATION NO. SEVEN Distribution to: OWNER  
 HIPC JOB #: 504 APPLICATION DATE 9/1/2019 X  
 PERIOD TO: 8/31/2019 X ENGINEER  
 BY MAIL TO: Nick Leone, Michael Baker International: 515 N Flagler Dr Suite 303, West Palm Beach, FL 33401 CONTRACTOR

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

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,814,096.00
2. Net change by Change Orders \$ 296,750.00
3. CONTRACT SUM TO DATE \$ 2,110,846.00
4. TOTAL COMPLETED & STORED TO DATE \$ 1,274,875.89 (Column J on G703)
5. RETAINAGE
  - a. 10 % of Completed Work (Columns D + E on G703) \$ 127,487.59
  - b. 0 % of Stored Material (Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,147,388.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 985,117.85
8. CURRENT PAYMENT DUE \$ 162,270.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,125,728.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	296,750.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>296,750.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>		<b>296,750.00</b>

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

CONTRACTOR: H.L. Pruitt Corp.

By:  Date: 09/01/19

State of: Florida  
 County of: SEMINOLE  
 Subscribed and sworn to before me this 5th day of September, 2019



Notary Public:   
 My Commission Expires: 7/24/23

## ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) \$ 162,270.45

ENGINEER:  Date: 9/26/2019

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.

 9/30/19



**SCHEDULE OF VALUES**  
**Airfield Lighting Rehabilitation - Space Coast Regional APO**  
**Titusville-Cocoa Airport Authority**

HGPC JOB #: 504

Application for Payment #: 7/31/2019  
 Date of application: 8/31/2019  
 Through date:

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
PAY ITEM NO.	DESCRIPTION	UN	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY STORED TO DATE	AMOUNT COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE	BALANCE TO FINISH	Retainage 10%
1	01000 Mobilization	LS	1	200,000.00	200,000.00	1.00	200,000.00		-	1.00	200,000.00	100%	-	20,000.00
2	01030 Maintenance of Air Operations	LS	1	30,000.00	30,000.00	1.00	30,000.00		-	1.00	30,000.00	100%	-	3,000.00
3	02000 Construction Layout & As-Built Survey	LS	1	5,000.00	5,000.00	0.05	4,250.00		-	0.05	4,250.00	85%	750.00	425.00
4	S-140 Demo and Remove existing Security Fencing	LF	82	8.00	496.00	62.00	496.00		-	62.00	496.00	100%	-	49.60
5	S-140 Demo and Removal of Existing Vault	LS	1	45,000.00	45,000.00	0.00	-		-	-	-	0%	45,000.00	-
6	013120 Pre-cast concrete vault building (all-inclusive)	LS	1	150,000.00	150,000.00	1.00	150,000.00		-	1.00	150,000.00	100%	-	15,000.00
7	F-102 Security Chain Link Fencing	LF	97	60.00	5,820.00	97.00	5,820.00		-	97.00	5,820.00	100%	-	582.00
8	F-102 Pedestrian Gate	EA	1	115.00	115.00	1.00	115.00		-	1.00	115.00	100%	-	11.50
9	T-004-5.1 Sodding	SY	1,000	3.00	3,000.00	0.00	-		-	-	-	0%	3,000.00	-
10	L-107-5.1 Removal of existing RW Windcone Structure & Foundation	EA	3	1,100.00	3,300.00	3.00	3,300.00		-	3.00	3,300.00	100%	-	330.00
11	L-107-5.2 New L-807(L) LED Extensky lighted windcone system with a base can in earth	EA	1	14,000.00	14,000.00	1.00	14,000.00		-	1.00	14,000.00	100%	-	1,400.00
12	L-107-5.3 New L-307(L) LED Extensky lighted windcone system with a base can in earth	EA	2	8,000.00	16,000.00	2.00	16,000.00		-	2.00	16,000.00	100%	-	1,600.00
13	L-108-5.1 Hand excavate minimum 8' w x 28' deep trench minimum 8' wide x 28' deep in existing full strength pavement	LF	500	12.00	6,000.00	0.00	-	500.00	6,000.00	500.00	6,000.00	100%	-	600.00
14	L-108-5.2 3/4" x 20' ground rods connected to counterpoise	LF	100	10.00	1,000.00	0.00	-	100.00	1,000.00	100.00	1,000.00	100%	-	100.00
15	L-108-5.3 10' additional ground rod sections	EA	10	120.00	1,200.00	8.00	960.00		-	8.00	960.00	80%	240.00	96.00
16	L-108-5.4 10' bare 300V above counterpoise conductor at 0.0500 over conduit system, not parallel to edge of pavement	EA	10	90.00	900.00	0.00	-	2.00	180.00	2.00	180.00	20%	720.00	18.00
17	L-108-5.5 30' 3KV L-324 conductor installed in new & existing conduit/fact bank/midhole system	LF	1,250	0.90	1,125.00	1,105.00	994.50	145.00	130.50	1,250.00	1,125.00	100%	-	112.50
18	L-108-5.6 12 Strand MM PO Cable for ALUMIN installed in new conduit/chase	LF	103,000	1.90	193,700.00	88,652.00	88,652.00		-	88,652.00	88,652.00	86%	14,348.00	8,865.20
19	L-108-5.7 350 KCMIL XHHW conductor installed in new Conduit/Duct/bank/midhole System	LF	250	45.00	11,250.00	0.00	-		-	-	-	0%	11,250.00	-
20	L-108-5.8 #1, 600 V XHHW conductor installed in new Conduit/Duct/bank/midhole System	LF	1,650	12.00	19,800.00	0.00	-	320.00	3,840.00	320.00	3,840.00	19%	15,960.00	394.00
21	L-108-5.9 Conduit/Duct/bank/midhole System in the existing Airfield Electrical Vault, complete	LF	850	10.00	8,500.00	0.00	-	110.00	1,100.00	110.00	1,100.00	13%	7,400.00	110.00
22	L-109-5.1 Demotion of existing electrical systems in the New Airfield Lighting Vault, complete	LS	1	18,000.00	18,000.00	0.00	-		-	-	-	0%	18,000.00	-
23	L-109-5.2 Provide and install new electrical systems in the New Airfield Lighting Vault, complete	LS	1	150,000.00	150,000.00	0.40	60,000.00	0.45	67,500.00	0.85	127,500.00	85%	22,500.00	12,750.00
24	L-109-5.3 Provide and install new L-420 7.5 KW Ferroresonant System, L-890B8, complete	LS	1	180,000.00	180,000.00	0.00	-		-	-	-	0%	180,000.00	-
25	L-109-5.4 .208V, 3-step regulator with 120V/control voltage, complete	EA	2	15,000.00	30,000.00	0.00	-	2.00	30,000.00	2.00	30,000.00	100%	-	3,000.00
26	L-109-5.4 .208V, 3-step regulator with 120V/control voltage, complete	EA	1	18,000.00	18,000.00	0.00	-	1.00	18,000.00	1.00	18,000.00	100%	-	1,800.00
27	L-109-5.4 .208V, 3-step regulator with 120V/control voltage, complete	EA	1	22,000.00	22,000.00	1.00	22,000.00		-	1.00	22,000.00	100%	-	2,200.00
28	L-109-5.4 .208V, 5-step regulator with 120V/control voltage, complete	EA	1	23,000.00	23,000.00	1.00	23,000.00	0.00	-	1.00	23,000.00	100%	-	2,300.00
29	L-109-5.4 .208V, 5-step regulator with 120V/control voltage, complete	EA	1	28,000.00	28,000.00	0.00	-	1.00	28,000.00	1.00	28,000.00	100%	-	2,800.00
30	L-109-5.9 Relocate and install existing 20KW Ferroresonant .208V, 5-step regulator, complete	EA	1	3,000.00	3,000.00	0.00	-		-	-	-	0%	3,000.00	-
31	L-109-5.10 FPL Utility allowance account	ALL	1	2,347.89	2,347.89	1.17	2,347.89		-	1.17	2,347.89	117%	(347.89)	234.79
32	L-109-5.11 Provide and install new Airfield Standby Generator and Subbase Fuel Tank, complete	LS	1	245,000.00	245,000.00	0.15	36,750.00		-	0.15	36,750.00	15%	208,250.00	3,675.00

LINE X	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	PAY ITEM NO.	DESCRIPTION	UN	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY COMPLETE & STORED TO DATE	AMOUNT COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE %	BALANCE TO FINISH	Release 10%
33	L-110-5.1	One 2" sch. 40 PVC conduit direct buried in earth/new paved shoulder complete in place	LF	1,250	4.00	5,000.00	1,100.00	4,400.00	-	-	1,100.00	4,400.00	88%	600.00	440.00
34	L-110-5.2	One 2" sch. 40 PVC conduit installed in existing full strength pavement complete in place	LF	50	6.00	300.00	0.00	-	-	-	-	-	0%	300.00	-
35	L-110-5.3	One 2" HDPE conduit directional bored 48" deep beneath existing full strength and shoulder pavements, complete	LF	100	15.00	1,500.00	0.00	-	-	-	-	-	0%	1,500.00	-
36	L-110-5.4	One FAA 4" sch. 40 PVC concrete encased split duct in earth/new full strength pavement	LF	200	16.00	3,200.00	0.00	-	-	-	-	-	0%	3,200.00	-
37	L-110-5.5	Hand excavate and provide/install one 3" SCH 40 PVC Conduit direct buried in earth complete in place	LF	500	8.00	4,000.00	0.00	-	500.00	4,000.00	500.00	4,000.00	100%	-	400.00
38	L-110-5.6	Intercept existing conduit system and connect to new conduit system and extend circuit	EA	35	150.00	5,250.00	0.00	-	35.00	5,250.00	35.00	5,250.00	100%	-	525.00
39	L-110-5.7	Hand excavate and provide/install one 2" SCH 40 PVC Conduit direct buried in earth complete in place	LF	1,200	9.00	10,800.00	0.00	-	-	-	-	-	0%	10,800.00	-
40	L-110-5.1	New L-867 18" dia. Junction can installed in earth, complete	EA	1	300.00	300.00	0.00	-	1.00	300.00	1.00	300.00	100%	-	30.00
41	L-110-5.2	Install new L-867 1/2" cover and abandon existing L-867 Junction can in place	EA	30	150.00	4,500.00	30.00	4,500.00	-	-	30.00	4,500.00	100%	-	450.00
42	L-110-5.3	Intercept existing light base can in earth/existing pavement and connect to conduit system	EA	5	350.00	1,750.00	10.00	3,500.00	-	-	10.00	3,500.00	200%	(1,750.00)	350.00
43	L-110-5.4	Removal of existing junction can/light base can in earth, complete	EA	15	150.00	2,250.00	15.00	2,250.00	-	-	15.00	2,250.00	100%	-	225.00
44	L-110-5.5	Removal of existing junction can/light base can in existing pavement, complete	EA	2	200.00	400.00	0.00	-	-	-	-	-	0%	400.00	-
45	L-110-5.6	Install FPL provided pull box, complete	EA	1	90.00	90.00	1.00	90.00	-	-	1.00	90.00	100%	-	9.00
46	L-110-5.7	New concrete manhole, 48"x48"x48" internal dimensions, with cover	EA	1	8,000.00	8,000.00	0.00	-	1.00	8,000.00	1.00	8,000.00	100%	-	800.00
47	L-110-5.8	Raise existing concrete manhole, complete	EA	1	7,000.00	7,000.00	1.00	7,000.00	-	-	1.00	7,000.00	100%	-	700.00
48	L-110-5.9	Core drill existing concrete manhole and install conduit, complete	EA	10	200.00	2,000.00	0.00	-	10.00	2,000.00	10.00	2,000.00	100%	-	200.00
49	L-120-5.1	New L-882 Runway HIRL elevated edge light installed on existing base can	EA	61	700.00	42,700.00	61.00	42,700.00	-	-	61.00	42,700.00	100%	-	4,270.00
50	L-120-5.2	New L-850C Runway HIRL flush edge light installed on existing base can	EA	25	730.00	18,250.00	25.00	18,250.00	-	-	25.00	18,250.00	100%	-	1,825.00
51	L-120-5.3	New L-882E Runway HIRL elevated threshold light installed on existing base can	EA	13	1,700.00	22,100.00	13.00	22,100.00	-	-	13.00	22,100.00	100%	-	2,210.00
52	L-120-5.4	New L-861(L) Runway MIRL elevated edge light installed on existing base can	EA	48	750.00	36,000.00	48.00	36,000.00	-	-	48.00	36,000.00	100%	-	3,600.00
53	L-120-5.5	New L-861E(L) Runway MIRL elevated threshold light installed on existing base can	EA	17	800.00	13,600.00	17.00	13,600.00	-	-	17.00	13,600.00	100%	-	1,360.00
54	L-120-5.6	New L-832D(L) Runway MIRL LED flush mount edge light installed on existing base can	EA	2	2,500.00	5,000.00	2.00	5,000.00	-	-	2.00	5,000.00	100%	-	500.00
55	L-120-5.7	New L-861 T(L) Taxiway MTL elevated edge light installed on existing base can	EA	450	590.00	265,500.00	450.00	265,000.00	-	-	450.00	265,000.00	100%	-	25,200.00
56	L-120-5.8	New L-832T(L) Taxiway MTL flush mount edge light installed on existing base can	EA	2	1,300.00	2,600.00	2.00	2,600.00	-	-	2.00	2,600.00	100%	-	260.00
57	L-120-5.9	Intercept existing circuit conductors in existing base can/manhole/junction can & extend circuits accordingly	EA	100	110.00	11,000.00	100.00	11,000.00	-	-	100.00	11,000.00	100%	-	1,100.00
58	L-120-5.10	Identification of cables, ductbanks, and lighting fixtures per FAA specifications	LS	1	2,000.00	2,000.00	0.95	1,900.00	-	-	0.95	1,900.00	95%	100.00	100.00
						1,614,000.00	0.00	-	-	-	-	-	-	-	-
					SUBTOTAL										
						1,614,000.00		1,092,575.39		175,300.50		1,338,875.89	70%	545,220.11	128,887.59
C01	L-109-5.4	Provide & install New L-825 7.5 KW Fluorescent, 208V, 3-step regulator with 120V control voltage, complete	EA	1	15,000.00	15,000.00	0.00	-	1.00	15,000.00	1.00	15,000.00	100%	-	1,500.00
C01	L-109-5.5	Provide & install New L-829 10 KW Fluorescent, 208V, 3-step regulator with 120V control voltage, complete	EA	1	18,000.00	18,000.00	0.00	-	1.00	18,000.00	1.00	18,000.00	100%	-	1,800.00

[illegible]

**DBE FORM 5****MONTHLY REPORT**

PAY APPLICATION #7

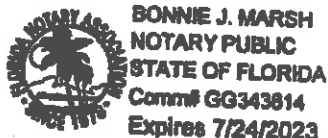
DATE September 4, 2019NAME OF CONTRACTOR: H.L. Pruitt Corp.

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

CONTRACT: Airfield Lighting Rehab.BASE BID AMOUNT: \$ 1,814,096.00DBE GOALS % 10 \$ 211,085.00TOTAL CONTRACT \$ 2,110,846.00 (thru CO#1)TOTAL DBE CONTRACT \$ 351,808.00

NAME OF DBE SUBCONTRACTOR	ADDRESS	TYPE OF WORK	EARNED THIS MONTH	EARNED TO DATE
<u>Torres Electric Supply</u>	<u>3190 SE Dominica Terrace, Stuart, FL 34997</u>	<u>Electrical Material Supply</u>	<u>\$ 48,325.68</u>	<u>\$ 269,015.23</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
SUBTOTAL ALL DBE.....			\$ _____	\$ <u>269,015.23</u>
DBE EARNED TO DATE DIVIDED BY TOTAL CONTRACT EARNED TO DATE			<u>29</u> %	<u>21</u> %
PERCENTAGE OF OVERALL CONTRACT COMPLETE.....			<u>60</u> %	

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

Signature: [Signature] Title: Project ManagerSworn and subscribed before me, this 5th day of September, 2019.[Signature] (Seal)  
NOTARY PUBLIC

## NOTES:

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



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

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

**INVOICE**

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

September 13, 2019  
Project No: 2019.0045.05  
Invoice No: 116413 Pay App #1

Project 2019.0045.05 COI - PAPI Replacement Design & Bidding

**Need TO Number**

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

**Professional Services from July 26, 2019 to August 31, 2019**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Fee	34,975.00	33.00	11,541.75	0.00	11,541.75
Total Fee	34,975.00		11,541.75	0.00	11,541.75
Total					11,541.75
Total this Invoice					\$11,541.75

*Handwritten signature*  
10/11/19

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



**FAA AIP Project No.:**

**FDOT #:**

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

**Contract: G1715**

**TICO #:**

**AVCON #:**

**2019.0045.05**

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

Cc: Ashley Campbell, Manager of Finance & Grant Administration

Report Date: September 20, 2019

Reporting Period: July 26, 2019 through August 31, 2019

Accompanies Invoice: 116413 Pay Ap #1 ✓

Activity during Reporting Period:

- Began work on the PAPI design and plans preparation
- Subconsultant coordination
- Performed field OCS and LSCS survey work
- Submitted 30% Design Plans on August 30, 2019

Upcoming Activities:

- Submit Topographic, OCS and LSCS survey
- 30% Design review meeting
- 90% and 100% submittal
- Construction

Schedule:

July 26, 2019	Notice to Proceed	Complete
August 30, 2019	30% Design Submittal	Ongoing
October 2, 2019	90% Design Submittal	Pending
October 16, 2019	100% Design Submittal	Pending
October-November, 2019	Bidding	Pending
November 25, 2019	Open Bids	Pending
January, 2020	Start Construction	Pending

Prepared By:

AVCON, Inc.

  
Robert K. Hambrecht, P.E.

Sr. Project Manager



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

---

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

**MEMORANDUM**

**TO:** Members of the Airport Authority

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

**DATE:** October 17, 2019

**ITEM DESCRIPTION - NEW BUSINESS ITEM D**

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

**BACKGROUND**

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

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

**ISSUES**

All projects are moving forward.

**ALTERNATIVES**

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

**FISCAL IMPACT**

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

**RECOMMENDED ACTION**

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



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

5555 E. Michigan Street, Suite 200  
Orlando, Florida 32822  
Phone: (407) 599-1122  
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**INVOICE**

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

September 13, 2019

Project No: 2019.0045.03  
Invoice No: 116412  
Pay App #5

Project 2019.0045.03 X21 - PAPI Replacement Design & Bidding

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

**Professional Services from August 01, 2019 to August 31, 2019**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Expense	750.00	100.00	750.00	750.00	0.00
SUB - Survey McMillen	4,000.00	100.00	4,000.00	4,000.00	0.00
SUB - QC AEC	1,500.00	100.00	1,500.00	1,500.00	0.00
100% Design	11,980.00	75.00	8,985.00	8,955.05	29.95
90% Design	9,435.00	95.00	8,963.25	7,996.16	967.09
Bidding and Award	7,310.00	75.00	5,482.50	1,827.50	3,655.00
Total Fee	34,975.00		29,680.75	25,028.71	4,652.04
Total					4,652.04
Total this Invoice					\$4,652.04

*Michael D. [Signature]*  
10/10/19

*[Signature]*



**Titusville-Cocoa Airport Authority**  
**Check Register**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Descriptio	Amount
37854	9/13/19	Ace Hardware	546204	R & M - Equip. - COI	136.43
37855	9/13/19	A T & T	541001	Telephone	428.44
37856	9/13/19	C & D Construction, Inc.	546303	R & M - Bldgs. - TIX	5,495.00
37857	9/13/19	Faster Than Sound, Inc.	552201	Cleaning - G & A	510.00
37858	9/13/19	Federal Express	542101	Express Mail	56.27
37859	9/13/19	Florida Power & Light	543002 543003	Electricity - X21 Electricity - TIX	5,531.82
37860	9/13/19	Goodyear	546202	R & M - Equip. - X21	10.00
37861	9/13/19	Hangar Door Specialists, LLC	546503	T-Hangar Maintenanc	35,000.00
37862	9/13/19	ICMA Retirement Trust	218200	Retirement Payable	1,250.00
37863	9/13/19	Konica Minolta Business Solutions	544101	Copy Machine Rental	196.09
37864	9/13/19	Lacey's Lock Service	546504	T-Hangar Maintenanc	56.00
37865	9/13/19	Lenz Auto Electric	546290	R & M - Equip. - Unall	324.80
37866	9/13/19	Medfast Urgent Care Centers, LLC	514002	Employee Inv. & Tes	150.00
37867	9/13/19	Merritt Department Store	552004	Uniforms - COI	12.00
37868	9/13/19	Michael Baker International	207100	Due To From Develo	24,304.68
37869	9/13/19	Michael Baker International	207100	Due To From Develo	23,074.56
37870	9/13/19	MITEL Leasing	544103	Phone System Rental	95.99
37871	9/13/19	Southern Janitor Supply and Servi	552201	Cleaning - G & A	145.30
37872	9/13/19	T's Handyman Service	546302	R & M - Bldgs. - X21	7,095.00

**Titusville-Cocoa Airport Authority**  
**Check Register**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Descriptio	Amount
37873	9/27/19	3FDM, Inc.	546290	R & M - Equip. - Unall	275.55
37874	9/27/19	Ace Hardware	546301	R & M - Bldgs. - G &	34.53
37875	9/27/19	Ace Hardware	546301	R & M - Bldgs. - G &	20.39
37876	9/27/19	AG-PRO Companies	546201	R & M - Equip. - G &	1,251.68
37877	9/27/19	A T & T	541001	Telephone	516.01
37878	9/27/19	AT&T Mobility	541301	Cellular Phones	419.61
37879	9/27/19	Bel-Mac Roofing, Inc.	546302 546303	R & M - Bldgs. - X21 R & M - Bldgs. - TIX	2,802.00
37880	9/27/19	Boulevard Tire Center	546203	R & M - Equip. - TIX	298.31
37881	9/27/19	Brevard County Utility Resources	546104	R & M Service - COI	100.00
37882	9/27/19	Brevard County Public Works/Traff	546304	R & M - Bldgs. - COI	813.64
37883	9/27/19	BOCC Employee Relations	540101	Travel - Training	880.00
37884	9/27/19	Central Hydraulics	546401	R & M - Autos - G &	180.77
37885	9/27/19	City Electric Supply Co.	546503	T-Hangar Maintenanc	197.02
37886	9/27/19	City Of Cocoa	543104	Water - COI	450.93
37887	9/27/19	City Of Titusville	543102	Water - X21	846.97
37888	9/27/19	Dish	541401	Cable Service	66.54
37889	9/27/19	Globenet Global Computer Solutio	531207	Prof Serv - Tech Sup	1,482.50
37890	9/27/19	Gray Robinson Attorneys At Law	531001	Prof. Service - Legal	2,816.50
37891	9/27/19	Hangar Door Specialists, LLC	546503	T-Hangar Maintenanc	35,000.00
37892	9/27/19	ICMA Retirement Trust	218200	Retirement Payable	1,250.00
37893	9/27/19	O'Reilly Auto Parts, Inc.	546401	R & M - Autos - G &	807.12

**Titusville-Cocoa Airport Authority**  
**Check Register**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Descriptio	Amount
			546401	R & M - Autos - G &	
			546201	R & M - Equip. - G &	
			546401	R & M - Autos - G &	
			546401	R & M - Autos - G &	
			546290	R & M - Equip. - Unall	
			546401	R & M - Autos - G &	
			546201	R & M - Equip. - G &	
37894	9/27/19	R. E. Michel Company LLC	546301	R & M - Bldgs. - G &	1,063.97
			546301	R & M - Bldgs. - G &	
			546301	R & M - Bldgs. - G &	
			546301	R & M - Bldgs. - G &	
37895	9/27/19	Robinson Equipment	561001	Capital Outlay - G &	23,848.05
37896	9/27/19	Spectrum	541501	Internet Fees	58.28
37897	9/27/19	Southern Janitor Supply and Servi	546301	R & M - Bldgs. - G &	105.74
37898	9/27/19	T's Handyman Service	546302	R & M - Bldgs. - X21	2,000.00
37899	9/27/19	T's Handyman Service	546302	R & M - Bldgs. - X21	1,348.00
37900	9/27/19	Trane	546303	R & M - Bldgs. - TIX	490.50
37901	9/27/19	Volusia Motorsports, Inc.	561001	Capital Outlay - G &	23,513.96
37902	9/27/19	Watkins Fuel Oil	552101	Fuel - G & A	3,002.21
37903	9/27/19	Windstream Communications	541001	Telephone	1,682.18
			541001	Telephone	
37904	9/27/19	Derek Bailey	207300	Due To From Revenu	28.59
37905	9/27/19	Nels Cullison	207300	Due To From Revenu	277.06
37906	9/27/19	William Strawn	207300	Due To From Revenu	400.00
			207300	Due To From Revenu	
37907	9/27/19	Jerry Sansom	540001	Travel - G & A	176.32
			540001	Travel - G & A	
37908	9/27/19	Michael Baker International	207100	Due To From Develo	22,561.16

**Titusville-Cocoa Airport Authority**  
**Check Register**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Account ID	Account Descriptio	Amount
37909	9/27/19	Michael Baker International	207100	Due To From Develo	9,768.18
37910	9/27/19	Michael Baker International	207100	Due To From Develo	18,912.23
37911	9/27/19	Michael Baker International	207100	Due To From Develo	30,000.00
37912	9/30/19	TCAA Petty Cash	546303 546290 546504 546203	R & M - Bldgs. - TIX R & M - Equip. - Unall T-Hangar Maintenanc R & M - Equip. - TIX	83.21
<b>Total</b>					<b>293,702.09</b>

Titusville-Cocoa Airport Authority

Budget to Actual

September 2019

Revenues

Budget	Month	YTD	Budget %
\$2,607,276	\$182,977.10	\$2,751,277.36	105.52%
Interest Income	\$0	\$42.41	-
Ad Valorem	\$0	\$33.68	-
Misc. Income	\$2,500	\$29,625.98	1185.04%
<b>TOTAL</b>	<b>\$2,609,776</b>	<b>\$2,780,979.43</b>	<b>106.56%</b>

Expense

Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
<b>Personnel Services</b>							
Salaries	\$813,006	\$30,455.51	\$239,652.36	\$91,058.11	\$351,474.35	\$739,554.19	90.97%
Payroll Tax	\$62,195	\$2,043.11	\$12,901.86	\$2,959.85	\$32,326.27	\$51,492.33	82.79%
Workman's Compensation	\$26,000	\$0.00	\$0.00	\$0.00	\$17,526.00	\$17,526.00	67.41%
Florida Retirement	\$107,677	\$2,631.54	\$16,063.96	\$3,599.86	\$72,524.11	\$105,873.45	98.33%
Employee Insurance	\$165,303	\$0.00	\$0.00	\$0.00	\$67,798.25	\$150,454.11	91.02%
Employee Education 514001	\$3,000	\$0.00	\$0.00	\$0.00	\$0.00	\$1,016.35	33.88%
<b>Operating Expense</b>							
<b>Professional Services</b>							
Land Appraisal 531301	\$0.00					\$0.00	0.00%
General Consultant 531101	\$10,000.00					\$5,807.98	58.08%
Legal Service 531001	\$50,000.00					\$48,893.05	97.79%
Accounting/Auditing 532001	\$34,000.00					\$28,893.09	84.98%
<b>Contract Services</b>							
Computer Tech Support 531207	\$3,000.00					\$2,067.50	68.92%
Janitorial Service 552201	\$7,000.00					\$6,265.30	89.50%
Investigation/Testing 514002 (MedFast)	\$0.00					\$0.00	0.00%
<b>Travel &amp; Training</b>							
Travel & Per Diem 540001	\$7,500.00					\$541.32	7.22%
Training & Education 540101	\$12,000.00					\$1,734.66	14.46%
<b>Communications &amp; Freight</b>							
<b>Telecommunications</b>							
Telephone 541001 (AT&T, Windstream)	\$25,750.00	\$577.53	\$3,125.28	\$847.48	\$21,198.71	\$25,750.00	100.00%
Cell Phones 541301 (AT&T Mobility, Sprint)	\$7,500.00				\$7,500.00	\$7,500.00	100.00%
Cable Service 541401 (Spectrum, Dish)	\$1,500.00				\$1,500.00	\$1,500.00	100.00%
<b>Postage</b>							
Postage (Pitney Bowes Purchase Power)	\$3,000.00				\$2,366.12	\$2,366.12	78.87%
Express Mail 542101 (Fed Ex)	\$500.00				\$375.15	\$375.15	75.03%
Online Services	\$740.00				\$641.08	\$641.08	86.63%
<b>Utility Services</b>							
Water/Sewer	\$16,000.00	\$2,988.02	\$8,927.87	\$4,084.11		\$16,000.00	100.00%
Electricity	\$140,000.00	\$9,578.91	\$43,880.86	\$23,311.11	\$21,124.10	\$97,895.08	69.93%
Storm Water Fees	\$10,000.00		\$4,351.57	\$5,648.43		\$10,000.00	100.00%
Solid Waste	\$14,000.00	\$10,526.22	\$2,196.91	\$1,276.87		\$14,000.00	100.00%

Titusville-Cocoa Airport Authority  
Budget to Actual  
September 2019

Expense	Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
<b>Rentals &amp; Leases</b>								
Equipment Rental 544001	\$2,500.00		\$1,181.21	\$1,318.79			\$2,500.00	100.00%
Postage Machine 544102	\$700.00				\$414.00		\$414.00	59.14%
Copy Machine 544101	\$2,000.00				\$1,590.14		\$1,590.14	79.51%
Phone System 544103	\$3,000.00				\$1,205.58		\$1,205.58	40.19%
<b>Insurance</b>								
<b>Property/Casual</b>								
Buildings & Equipment 545280	\$241,799.00		\$115.00			\$240,385.00	\$240,500.00	99.46%
Fuel Tank 545600	\$2,600.00	\$1,285.00	\$235.00	\$1,080.00			\$2,600.00	100.00%
Housing/Liability 545702	\$8,500.00						\$0.00	0.00%
Airport Liability 545080	\$8,000.00					\$8,000.00	\$8,000.00	100.00%
Auto Liability 545190	\$22,000.00					\$512.09	\$512.09	2.33%
Officers Liability 545500	\$5,600.00				\$5,600.00		\$5,600.00	100.00%
Employee Bond 545400	\$296.00				\$296.00		\$296.00	100.00%
<b>Repairs &amp; Maintenance</b>								
Service Contracts	\$13,000.00	\$345.50	\$4,979.01	\$1,405.00	\$5,654.11	\$616.38	\$13,000.00	100.00%
Repairs/Maintenance	\$160,000.00	\$30,186.54	\$88,840.18	\$13,086.11	\$9,372.34	\$18,514.83	\$160,000.00	100.00%
Repairs/Maintenance **T-hanger Maintenance**	\$75,000.00	\$10,558.30	\$40,680.55	\$23,751.15	\$0.00	\$0.00	\$75,000.00	100.00%
Printing/Binding								
General Printing 551101	\$300.00				\$300.00		\$300.00	100.00%
<b>Promotional Activities</b>								
<b>Advertising</b>								
Marketing 548201	\$15,000.00				\$2,986.42		\$2,986.42	19.91%
Promotional 548101, 548001	\$7,000.00				\$2,462.38		\$2,462.38	35.18%
<b>Other Charges/Obligations</b>								
Legal Notices 549001	\$3,800.00				\$3,800.00		\$3,800.00	100.00%
Real Estate Taxes 549101	\$18,000.00		\$130.00				\$130.00	0.72%
Brevard Court Indirect Fees	\$0.00						\$0.00	0.00%
<b>Supplies</b>								
Office Supplies 551001	\$9,000.00		\$325.01		\$8,674.99		\$9,000.00	100.00%
Operating Supplies 552101	\$60,000.00	\$537.00			\$27,619.80	\$6,864.68	\$35,021.48	58.37%
Furniture & Fixtures	\$7,500.00				\$409.53		\$409.53	5.46%
Maintenance Uniforms 552001	\$6,500.00		\$3,715.48			\$2,784.52	\$6,500.00	100.00%
<b>Books, Publications, Subscriptions</b>								
Books & Publications 555001	\$300.00				\$300.00		\$300.00	100.00%
<b>Memberships</b>								
Dues & Memberships 554001	\$10,000.00			\$375.00	\$6,728.24		\$7,103.24	71.03%
<b>Capital Outlay</b>								
Vehicles/Equipment 561001	\$100,000.00				\$47,362.01	\$47,696.10	\$95,058.11	95.06%
<b>Contingency</b>								
Contingency	\$98,264.00	\$12,075.00	\$48,372.89	\$2,135.83	\$702.59		\$63,286.31	64.40%
Debt Service	\$185,000.00					174,445.44	\$174,445.44	94.29%
Renewal & Replacement	\$44,137.00						\$0.00	0.00%
Total	\$2,400,330.00	\$113,788.18	\$519,685.10	\$175,937.70	\$778,402.42	\$680,354.08	\$2,248,167.48	93.66%

**Financial Review**  
**Cash Position, Commitments, Reserves**  
**as of September 30, 2019**

**1) Cash On Hand:**

a) Cash per Operating Fund Balance Sheet	\$1,695,706
b) Cash per Revenue Fund Balance Sheet	\$234,471
c) Cash per R & R Fund Balance Sheet	\$44,137
d) Cash per Debt Service Fund Balance Sheet	\$0
e) Cash per Development Fund Balance Sheet	-\$376,022
<b>Total Cash on Hand</b>	<b>\$1,598,292</b>

<b>2) Plus Grants Receivable (*See "Grants Receivable Report")</b>	<b>\$757,840</b>
<b>Total Cash and Grants Receivable</b>	<b>\$2,356,132</b>

**3) Less Restricted Cash**

a) FDOT Advances	\$0
b) State Board LGIP B	\$0
<b>Total Unrestricted Cash</b>	<b>\$2,356,132</b>

**4) Less Funds Committed for Operations**

a) Operations Reserve (Debt Service)	\$0
b) Renewal & Replacement Fund	\$35,000
c) Escrow Account	\$234,471
<b>Total Funds Committed for Operations</b>	<b>\$269,471</b>

**5) Less Funds Committed for Projects**

<b>Projects</b>			<b>Funded</b>
TIX	Design and Construction Airfield Lighting	\$23,538	2018
TIX	Demo of Building 52	\$30,000	2018
COI	Runway Safety Area Improvements	\$16,948	2015
COI	North Area Security & Infrastructure	\$39,786	2015
COI	Port-A-Port Replacement	\$175,681	2017
COI	Runway 11/29 Settlement Rehab "dip"	\$24,861	2019
COI	South Apron Rehabilitation	\$5,400	2019
COI	Replace PAPIs	\$34,000	2019
X21	Rehabilitation of Signage and Vault	\$30,000	2021
X21	Replace PAPIs	\$3,400	2019
X21	Airfield Markings Rehabilitation	\$1,600	2019
X21	Maintenance Building	\$64,000	2019
<b>Total Committed Funds</b>		<b>\$449,214</b>	
<b>6) Total Uncommitted Cash</b>		<b>\$1,637,447</b>	

# GRANTS RECEIVABLE REPORT

Date	Project	Vendor	Invoice/Pay App	Full Invoice Amount	Receivable Amount	Draw Date	Funds Received Date
8/30/2019	TIX	Airfield Lighting Rehab	HL Pruitt	Pay App 06	\$280,289.25	\$252,260.33	9/1/2019
10/11/2019	TIX	Airfield Lighting Rehab	HL Pruitt	Pay App 07	\$162,270.45	\$146,043.41	10/21/2019
9/27/2019	TIX	Airfield Lighting Rehab	Michael Baker	Pay App 04	\$24,304.68	\$21,874.21	10/15/2019
9/27/2019	TIX	Airfield Lighting Rehab	Michael Baker	Pay App 05	\$23,074.56	\$20,767.10	10/15/2019
9/27/2019	TIX	Airfield Lighting Rehab	Michael Baker	Pay App 06	\$18,912.23	\$17,021.01	10/21/2019
9/27/2019	TIX	Airfield Lighting Rehab	Michael Baker	Pay App 07	\$30,000.00	\$27,000.00	10/21/2019
7/19/2019	X21	PAP's	AVCON	Pay App 01	\$1,224.13	\$879.30	10/15/2019
7/19/2019	X21	PAP's	AVCON	Pay App 02	\$2,774.87	\$2,219.90	10/15/2019
8/16/2019	X21	PAP's	AVCON	Pay App 03	\$12,007.67	\$9,606.14	10/15/2019
8/30/2019	X21	PAP's	AVCON	Pay App 04	\$9,022.04	\$7,217.63	10/15/2019
10/25/2019	X21	PAP's	AVCON	Pay App 05	\$4,652.04	\$3,721.63	10/15/2019
7/19/2019	X21	Airfield Markings	AVCON	Pay App 01	\$1,000.00	\$800.00	10/15/2019
7/19/2019	X21	Airfield Markings	AVCON	Pay App 02	\$4,000.00	\$3,200.00	10/15/2019
8/16/2019	X21	Airfield Markings	AVCON	Pay App 03	\$4,000.00	\$3,200.00	10/15/2019
10/25/2019	COI	PAP's	AVCON	Pay App 01	\$11,541.75	\$9,233.40	10/21/2019
7/19/2019	COI	Port-A-Port Replacement	Michael Baker	Pay App 07	\$25,000.00	\$20,000.00	8/1/2019
9/27/2019	COI	Port-A-Port Replacement	Michael Baker	Pay App 08	\$22,561.16	\$18,048.93	10/15/2019
9/27/2019	COI	Port-A-Port Replacement	Michael Baker	Pay App 09	\$9,768.18	\$7,814.54	10/15/2019
7/19/2019	COI	Port-A-Port Replacement	C&D Construction	Pay App 06	\$179,646.73	\$143,717.38	8/1/2019
8/30/2019	COI	Port-A-Port Replacement	C&D Construction	Pay App 07	\$244,857.48	\$195,885.98	9/1/2019
3/29/2019	COI	North Area Security & Infrastructure	Michael Baker	Pay App 10	\$13,682.69	\$10,946.15	7/29/2019 Still pending as of 9/16/19

**\$199,297.81** draw yet to be processed  
**\$558,541.85** draw processed, funds yet to be received  
**\$163,717.38** funds received since last report



**Development Fund**  
**General Ledger**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

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
140115 COI Port A Port Repla	9/1/19			Beginning Balance			1,614,596.62
	9/30/19	EOM	GEN	#37908 Michael Ba	22,561.16		
	9/30/19	EOM	GEN	#37909 Michael Ba	9,768.18		
				Current Period Cha	32,329.34		32,329.34
	9/30/19			Ending Balance			1,646,925.96
140116 COI - South Apron Lig	9/1/19			Beginning Balance			1,400.00
	9/30/19			Ending Balance			1,400.00
140136 COI RSA Construction	9/1/19			Beginning Balance			-4,584,715.97
	9/30/19			Ending Balance			-4,584,715.97
140138 COI - Security & Infrs	9/1/19			Beginning Balance			184,907.91
	9/30/19			Ending Balance			184,907.91
140154 COI South Apron	9/1/19			Beginning Balance			64,087.02
	9/30/19			Ending Balance			64,087.02
202000 Accounts Payable	9/1/19			Beginning Balance			-106,934.40
	9/30/19			Ending Balance			-106,934.40
203136 FAA-COI-RSA Constr	9/1/19			Beginning Balance			4,222,586.00
	9/30/19			Ending Balance			4,222,586.00
203139 FAA - TIX - REILS Re	9/1/19			Beginning Balance			-252,818.00
	9/30/19			Ending Balance			-252,818.00
203149 FAA-TIX-Airfield Light	9/1/19			Beginning Balance			-1,053,572.39
	9/30/19			Ending Balance			-1,053,572.39
203154 FAA-COI South Apron	9/1/19			Beginning Balance			-57,678.00
	9/30/19			Ending Balance			-57,678.00
204108 FDOT-COI Box Hanga	9/1/19			Beginning Balance			-752,964.19
	9/30/19	EOM	GEN	FDOT COI Port-A-		163,717.38	
				Current Period Cha		163,717.38	-163,717.38
	9/30/19			Ending Balance			-916,681.57
204115 FDOT-COI Bldg Reha	9/1/19			Beginning Balance			-295,307.52

**Development Fund**  
**General Ledger**  
**For the Period From Sep 1, 2019 to Sep 30, 2019**

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
	9/30/19			Ending Balance			-295,307.52
204136 FDOT - RSA Construc	9/1/19			Beginning Balance			221,461.46
	9/30/19			Ending Balance			221,461.46
204137 FDOT-Bldg 26 Demoli	9/1/19			Beginning Balance			-354,946.39
	9/30/19			Ending Balance			-354,946.39
204138 FDOT - Security & Infr	9/1/19			Beginning Balance			-175,614.23
	9/30/19			Ending Balance			-175,614.23
204139 FDOT - TIX - REILS R	9/1/19			Beginning Balance			-15,087.63
	9/30/19			Ending Balance			-15,087.63
204149 FDOT-TIX-Airfield Lig	9/1/19			Beginning Balance			-18,763.00
	9/30/19			Ending Balance			-18,763.00
205122 Space Florida Contrib	9/1/19			Beginning Balance			-275,000.00
	9/30/19			Ending Balance			-275,000.00
272000 Retained Earnings	9/1/19			Beginning Balance			-1,288,747.30
	9/30/19			Ending Balance			-1,288,747.30



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



**FAA AIP Project No.:**

**FDOT #:**

**FM 442480-1-94-01**

**Contract: G1713**

**TICO #:**

**AVCON #:**

**2019.0045.03**

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

**Cc: Ashley Campbell, Manager of Finance & Grant Administration**

**Report Date: September 20, 2019**

**Reporting Period: August 1, 2019 through August 31, 2019**

**Accompanies Invoice: 116412 Pay Ap #5**

**Activity during Reporting Period:**

- Completed PAPI design and plans preparation
- Opened Bids on August 14, 2019
- Prepared and submitted final grant application

**Upcoming Activities:**

- Construction

**Schedule:**

April 11, 2019	Notice to Proceed	Complete
May 28, 2019	Survey	Complete
June 4, 2019	30% Design Submittal	Complete
July 2, 2019	90% Design Submittal	Complete
July 16, 2019	100% Design Submittal	Complete
July 16, 2019	Bidding	Complete
August 14, 2019	Open Bids	Complete
December 2019	Start Construction	Pending

**Prepared By:**

**AVCON, Inc.**

**Robert K. Hambrecht, P.E.**

**Sr. Project Manager**