



Mr. Jerry Sansom, Chairman
Mr. Milo Zonka, Vice Chairman
Dr. John Leavitt, Treasurer
Mr. Harry Carswell, Secretary
Dr. Dave Hosley
Mr. John Craig
Mr. Al Elebash

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

AGENDA
REGULAR MEETING

September 20, 2018 AT 4:00 P.M.

.....

*** NOTE TO ALL PUBLIC ATTENDEES:**

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

Salute to Flag - Pledge of Allegiance.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. APPROVAL OF THE AGENDA, AS PRESENTED
- IV. APPEARANCES: None
- V. PRESENTATIONS:
- 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. August 16, 2018 - Regular Meeting
 - 2. August 16, 2018 - 1st Public Budget Hearing
- b. Resolution - Approving an FAA Grant for the Reconstruction of the South Apron at COI
- c. Resolution - Approving an FDOT Grant for the Reconstruction of the South Apron at COI
- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
 - a. Discussion and Consideration of Sub-lease for the Driving Range at X21

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
OCTOBER 18, 2018 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.

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

c. Discussion and Consideration of an Amended Lease at X21

XI. INFORMATION SECTION:

a. Chief Executive Officer Report

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,

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

Jerry Sansom
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on August 16, 2018 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. Milo Zonka, Vice Chairman; Mr. Harry Carswell, Secretary; Dr. John Leavitt, Treasurer; Dr. David Hosley; Mr. John Craig; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Dr. Wasim Niazi was absent.

Call to Order

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

Mr. Powell made an announcement that Ms. Debbie Marino, Operations and Public Safety Manager, had received FDOT's 2018 Distinguished Aviation Service Award at the most recent Florida Airports Council Annual Conference. Mr. Powell explained that Ms. Marino had worked for GOAA before coming to the Airport Authority and had served on four panels in Washington D.C. with the Airport Cooperative Research Program, as well as serving on FDOT's CFASSP Steering Committee Panel. Mr. Powell stated that Ms. Marino would be retiring in September. Discussion continued.

Approval of the Agenda

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

Mr. Zonka entered the meeting at 4:04 p.m.

Appearances – None**Presentations – None****Consent Agenda****Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:****1. July 19, 2018 – Regular Meeting**

Mr. Craig made a motion to approve the Consent Agenda as presented. Dr. Hosley seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Old Business – None

New Business**Item A – Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International & Contractors Regarding Current Projects**

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

Mr. McDaniel presented Pay Request Number 15 in the amount of \$4,250 from Sterling Enterprises, which was for the Runway Safety Area and Improvements Project at Merritt Island Airport.

Mr. McDaniel presented Pay Request Number 2 in the amount of \$15,666 from Michael Baker International, which was for the Runway 11/29 Rehabilitation Project at Merritt Island Airport.

Mr. McDaniel presented Pay Request Number 1 in the amount of \$139,314 and Pay Request Number 2 in the amount of \$35,780, which were for the Airfield Lighting Rehabilitation Project at Space Coast Regional Airport.

Dr. Leavitt entered the meeting at 4:07 p.m.

Dr. Hosley made a motion to approve the invoices. Mr. Zonka seconded. Mr. Sansom called the question. There were no objections. Motion passed. Discussion continued.

Mr. McDaniel gave a brief update on the Spaceport License Application process. Discussion continued.

Item B – Discussion & Consideration of a Space Use Permit for Webb Honey at TIX

Mr. Powell gave a brief overview of the item, stating that Mr. Webb of Webb Honey currently had hives at Space Coast Regional Airport, but needed additional property, which would triple the revenue to the Airport Authority. Discussion continued.

Mr. Carswell made a motion to approve the space use permit. Mr. Zonka seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Information Section**CEO Report**

Mr. Powell reported that Staff had provided a spreadsheet produced by Michael Baker International and asked the Board if they would prefer this spreadsheet every month in lieu of the current Project Reports. Discussion continued.

Mr. Powell reported that the project to fix the dip in the runway at Merritt Island Airport had gone out for bid a second time because the first bids were too high. Mr. Powell stated that there was only one bid the second time around but it still came in about \$200,000 over the price. Mr. Powell stated that FAA was of the opinion that if the Airport Authority waited a few more months and group in the runway project with the south apron project it would bring down the overall costs. Discussion continued.

Mr. Powell discussed the south apron project at Merritt Island Airport, stating that the FAA came out with a billion dollars for rural airport development, and Staff was looking at some of the higher end projects to submit for 100% funding. Discussion continued.

Mr. Powell concluded his report.

Attorney Report

Mr. Bird reported that he had completed and responded to Welsh Construction's discovery, and for the moment the issue was resolved. Mr. Bird stated that he had not heard anything back from them since then.

Mr. Bird reported that he and Staff were working to conduct a public auction which would be for some of the items in the t-hangars and public storage facilities, including some aircraft and vehicles left behind. Mr. Sansom asked Mr. Bird to please supply the Board with a copy of the list of items, once it was put together. Mr. Bird stated that he would. Discussion continued.

Mr. Bird concluded his report.

Check Register & Budget to Actual

Mr. Powell stated that financial reports had been provided and would be happy to answer any questions. Discussion continued.

Administration & Project Reports

Mr. Powell stated that the reports were provided and would be happy to answer any questions.

Authority Members Report – None

Public & Tenants Report

Mr. Don White from Merritt Island asked why there was a delay in the T-Hangar Project at Merritt Island Airport. Mr. Powell gave a brief explanation. Mr. McDaniel stated that there would be a contractor on site in the next two weeks and by the first part of September there should be demolition of the old hangars. Mr.

McDaniel stated that the project would probably go vertical around November.
Discussion continued.

Adjournment

Mr. Sansom adjourned the meeting at 4:40 p.m.

JERRY SANSOM, CHAIRMAN

HARRY CARSWELL, SECRETARY

TITUSVILLE – COCOA AIRPORT AUTHORITY

The First Budget Hearing of the Titusville - Cocoa Airport Authority was held on August 16, 2018 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. Milo Zonka, Vice Chairman; Mr. Harry Carswell, Secretary; Dr. John Leavitt, Treasurer; Dr. David Hosley; Mr. John Craig; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Dr. Wasim Niazi was absent.

Call to Order

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

Consideration of Tentative 2018-2019 Fiscal Year Budget

Mr. Powell briefly presented the proposed budget, stating that this was the first public hearing of two, and that this budget had been presented to the Board twice already in 2018. Mr. Powell stated staff had recently been successful in getting the City interested in leasing property at X21 for storage that would add revenue to the Budget. Mr. Powell asked if the Board wished for the Authority to add the revenue from the building on Singleton Ave. along with some additional land to be leased by the City for storage. The Board agreed, discussion continued.

Mr. Sansom asked if the public would like to comment on the budget. Seeing no public comment Mr. Sansom brought the budget back to the Board.

Mr. Sansom called for a motion. Mr. Zonka made a motion to approve the budget as presented. Dr. Leavitt seconded. Mr. Sansom called the question. All voted aye. Motion passed.

Adjournment

Mr. Sansom adjourned the meeting at 5:04 p.m.

JERRY SANSOM, CHAIRMAN

HARRY CARSWELL, SECRETARY

**A RESOLUTION APPROVING A FEDERAL AVIATION ADMINISTRATION
GRANT FOR THE RECONSTRUCTION OF THE SOUTH APRON AT MERRITT
ISLAND AIRPORT**

WHEREAS, on September 20, 2018 the Titusville - Cocoa Airport Authority in the regular session adopted Resolution No. 00-18-01 which approved a Federal Aviation Administration (FAA) Grant for the Reconstruction of the South Apron at Merritt Island Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as the Titusville - Cocoa Airport Authority) approves the above referenced FAA Grant and authorizes its Chief Executive Officer, Michael D. Powell to sign the required documents.

This Resolution dated and adopted this 20th Day of September, 2018.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

Harry Carswell
Secretary

Jerry H. Sansom
Chairman

Approved as to form and legality:

Print Name _____
Airport Attorney

**A RESOLUTION APPROVING A FLORIDA DEPARTMENT OF
TRANSPORTATION GRANT FOR THE RECONSTRUCTION OF THE SOUTH
APRON AT MERRITT ISLAND AIRPORT**

WHEREAS, on September 20, 2018 the Titusville - Cocoa Airport Authority in the regular session adopted Resolution No. 00-18-02 which approved a Florida Department of Transportation (FDOT) Grant for the Reconstruction of the South Apron at Merritt Island Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as the Titusville - Cocoa Airport Authority) approves the above referenced FAA Grant and authorizes its Chief Executive Officer, Michael D. Powell to sign the required documents.

This Resolution dated and adopted this 20th Day of September, 2018.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

Harry Carswell
Secretary

Jerry H. Sansom
Chairman

Approved as to form and legality:

Print Name _____
Airport Attorney



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

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

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell
Chief Executive Officer

DATE: September 20, 2018

ITEM DESCRIPTION -- NEW BUSINESS ITEM A

Discussion and Consideration of Sub-lease for the Driving Range at X21

BACKGROUND

Driving Ranges, Inc. (Mr. Niall Concannon) respectfully requests the Board consideration to allow a sub-lease of the driving range at X21 to CGS-Range, LLC (Mr. Roger Whitmore), who is currently managing the facility.

Shortly after purchasing the existing driving range business at X21, Mr. Concannon was unable to renew his work visa, which he is still working to sort out in Ireland.

The primary lease is still with Driving Ranges, Inc. and they are still responsible for payment to the Authority. The sublease allows the current management a bit more control over the day-to-day.

ISSUES

There is no real issue identified at this point.

ALTERNATIVES

The Airport Authority Board could approve or disapprove the sub-lease.

FISCAL IMPACT

The fiscal impact to the Authority remains the same. The lease rate will still be \$2,170.31 per month, or \$26, 043.72 annually.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the sub-lease of CGS-Range, LLC to Driving Ranges, Inc. , and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

COMMERCIAL SUBLEASE

Effective Date of this Agreement: September 1, 2018 (the "Effective Date").

THIS AGREEMENT is made by and between Driving Ranges, Inc., a Florida corporation, with its mailing address of 695 N. Singleton Avenue, Titusville, Florida 32796 (the "Sublessor") and CGS-Range, LLC, a Florida limited liability company, with a mailing address of 1609 Wall Drive, Titusville, Florida 32780 (the "Sublessee").

Background

A. This is an agreement (the "Agreement" or the "Sublease") to sublet certain real property according to the terms specified below.

B. The Sublessor and Sublessee are herein referred to individually as a "Party" and collectively as "Parties."

C. The Sublessor is the Lessee pursuant to that certain Ground Lease Agreement with an effective date of July 1, 2017 (the "Ground Lease"), and entered into with Titusville Cocoa Airport Authority, as the Lessor thereunder with respect to the Premises described as the Singleton Driving Range (the "Premises") located at 695 N. Singleton Avenue, Titusville, Florida 32796 (a true, correct and complete copy of the subject Ground lease is attached hereto as Exhibit "A"). The Ground Lease is the applicable lease with respect to the Premises between the Lessor therein and the Sublessor.

IN CONSIDERATION OF the Sublessor subletting and the Sublessee renting the Subleased Premises (hereinafter defined), both Parties agree to keep, perform and fulfill the promises, conditions and agreements below:

1. **Subleased Premises.** The Sublessor leases to the Sublessee the entire Premises (the "Subleased Premises") as more particularly defined in the subject Ground Lease. The Sublessee shall also have the use of all equipment, supplies, tools, and machinery currently located on the subject Subleased Premises. The Sublessee takes the Subleased Premises and all equipment, supplies, tools, and machinery currently located on the subject Subleased Premises, AS IS and with all faults.

2. **Term.** The term (the "Term") of the Sublease is for three (3) years commencing on September 1, 2018, and ending at 11:59 pm on August 31, 2021.

3. **Payable Rent.** Subject to the provisions of this Agreement, the monthly rent (the "Payable Rent") to be paid by Sublessee to Sublessor pursuant to the terms herein for the Subleased Premises shall be \$4,000.00 per month during the Term of this Sublease. The foregoing Payable Rent shall be due and payable on the first day of each month commencing on September 1, 2018 of the subject Term of this Sublease. The ten-day "grace period" provided for the payment of monthly rents under the Ground Lease shall also be applicable for the rents paid by Sublessee to Sublessor under this Sublease. If Sublessor should fail to pay rents or other sums due to the Lessor under the Ground Lease, then in that event, the Sublessee may pay any such rents or other sums not paid by Sublessor to the Lessor under the Ground Lease directly, and by deduction from the rents that would otherwise be paid to Sublessor by the Sublessee hereunder.

All rental payments should be paid to Sublessor by deposit into Sublessor's Florida bank account maintained currently at Bank of America, or by such other means of delivery of payment as Sublessor may from time to time request in writing, in US Dollars. Further, any and all revenues generated from the operations at the Subleased Premises shall belong to the Sublessee.

4. **Ground Lease Obligations.**

4a. As to the Sublessor: The Sublessor covenants and agrees to timely pay to the Lessor under the terms of the subject Ground Lease all rents and other sums due to the Lessor of the Ground Lease, to include payment as may be required by law of any applicable sales and/or use taxes thereon. Sublessor shall also pay all applicable ad valorem property taxes and governmental assessments with respect to the Premises and all equipment, supplies, tools, and machinery currently located on the subject Subleased Premises incurred up to the day before September 1, 2018. The Sublessor shall also continue to maintain at its sole cost and expense the applicable insurance coverages required to be maintained by Sublessor (as the Lessee under Article VII of the subject Ground Lease) until the expiration of the current term of Sublessor's current policy of insurance (after which expiration the Sublessee shall be responsible to pay for such required insurance coverages). Sublessor shall also comply with all applicable laws relating to its business and operations as required of it under the subject Ground Lease. All such insurances shall name the Lessor under the subject Ground Lease and the Sublessee as additional insureds and meet all other requirements for insurance coverages as set forth in the subject Ground Lease. Sublessor shall remain solely responsible for, and shall indemnify and hold Sublessee harmless, with respect to any and all obligations or liabilities that accrued prior to September 1, 2018, and with respect to any and all sales and use tax obligations on the rents paid or to be paid hereafter to the Lessor under the subject Ground Lease.

4b. As to Sublessee: Except as otherwise set forth in this Sublease, the Sublessee shall observe and comply with all Ground Lease and other applicable legal requirements imposed upon the Sublessor (as Lessee) under the Subject Ground Lease with respect to its operations and occupancy of the Subleased Premises; to include, without limitation, the care and maintenance standards applicable to the Subleased Premises as provided for under the Ground Lease. Sublessee shall also be responsible for all grounds maintenance, to include appropriate mowing, edging, weed control, fertilization and turf maintenance standards as have been customarily performed on the Subleased Premises in the past. Sublessee shall also be responsible for maintaining the facilities located thereon, to include all machinery, supplies, tools and equipment in good condition and repair, reasonable wear and tear excepted. Sublessee shall also be responsible to pay for all electrical and other utilities serving the Subleased Premises, to include the portable toilet facilities thereon and trash disposal. As set forth above in Section 4b of this Sublease, the Sublessee shall, upon expiration of the current term of Sublessor's insurance coverage, obtain and maintain at its sole cost and expense all appropriate insurance coverages (equal to that required of Sublessor under the subject Ground Lease) at all times during the remainder of the Term of this Sublease. All such insurances shall name the Lessor under the subject Ground Lease and the Sublessor as additional insureds and meet all other requirements for insurance coverages as set forth in the subject Ground Lease. Further, the Sublessee shall also pay all applicable ad valorem property taxes and governmental assessments with respect to the Premises and all equipment, supplies, tools, and machinery currently located on the subject Subleased Premises incurred from September 1, 2018 to the expiration or earlier termination of the Term of this Sublease.

5. Notices. Any notice that either party may or is required to give, shall be given by electronic mail or by hand delivery as follows:

If to Sublessor:

Driving Ranges, Inc.
Attn: Niall Concannon at: niallconcannon@gmail.com
With a cc to Kathleen Concannon at: kathleenconcannon793@gmail.com

If to Sublessee:

CGS-Range, LLC
Attn: Roger Whittemore at: rwgolf@bellsouth.net

6. **Safety Netting.** Sublessee shall not be required to install, repair or replace the safety netting, which was taken down as a result of Hurricane Irma in or about September of 2017. The Sublessor shall likewise not be required to do so except to the extent of any applicable windstorm insurance coverage thereon. To the extent of any deductible, if in fact Sublessor's insurance coverage is applicable, the Parties shall equally split the cost for the deductible.

7. **Use.** Sublessee shall only utilize the Subleased Premises for the purposes set forth in the subject Ground Lease.

8. **Alterations.** The Sublessee shall not, without first obtaining the written consent of the Sublessor and if applicable under the subject Ground Lease, the written consent of the Lessor thereunder, make any alterations, additions, or improvements, in, to or about the Subleased Premises.

9. **Ordinances & Statutes.** The Sublessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or that may hereafter be in force, pertaining to the Subleased Premises and the operations of the Sublessee thereon.

10. **Ground Lease Lessor Approval.** The Parties herein agree to cooperate in obtaining the necessary approvals to this Sublease by the Lessor under the subject Ground Lease.

11. **Assignment & Subletting.** The Sublessee shall not assign this Sublease or sublet any portion of the Subleased Premises without prior written consent of the Sublessor. Consent to sublease shall not be unreasonably withheld unless it is based upon refusal by the Lessor under the subject Ground Lease to give consent. Any such assignment or subletting without consent shall be void.

12. **Hold Harmless and Indemnification Provisions.**

12a. The Sublessor shall not be liable to Sublessee for any loss or damage to any property by theft or damage, nor from any injury to or damage to persons or property resulting from any cause whatsoever, unless caused by or due to the negligence or willful misconduct of the Sublessor, its agents or employees. The Sublessor shall not be liable for any latent defect in the Subleased Premises or in the facilities of which they are a part.

12b. Each Party shall indemnify and hold the other Party harmless for any liabilities, obligations or claims arising in any way from that Party's breach of this Agreement or any obligation that Party is responsible to perform hereunder.

13. **Destruction of Subleased Premises.** In the event that the buildings and/or other structures in which the Subleased Premises may be situated are destroyed to an extent that renders the Subleased Premises unsuitable for conducting the business and activities for a period of time in excess of 30 days or more, the Sublessor or Sublessee may elect to terminate this Sublease.

14. **Remedies Upon Default.**

14a. If the Sublessee defaults in the payment of rent or any other monetary obligation due to Sublessor by Sublessee, or defaults in the performance of any of the other covenants or conditions of this Sublease, the Sublessor may give the Sublessee written notice of such default and if the Sublessee does not cure any such default within ten (10) business days after the giving of such notice (or, if such other default is of such a nature that it cannot be completely cured within such period, if the Sublessee does not commence such curing within such ten (10) business days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the Sublessor may terminate this Sublease by giving not less than thirty (30) calendar days' written notice to the Sublessee. On the date specified in such notice the term of this Sublease

shall terminate, and the Sublessee shall then quit and surrender the Subleased Premises to the Sublessor. Further, Sublessor shall also be entitled to pursue any and all available remedies at law or in equity provided for under this Sublease or by applicable law.

14b. If the Sublessor is in breach of or is in default with respect to any covenant or condition of this Sublease, the Sublessee may give the Sublessor written notice of such default and if the Sublessor does not cure any such default within ten (10) business days after the giving of such notice (or, if such other default is of such a nature that it cannot be completely cured within such period, if the Sublessor does not commence such curing within such ten (10) business days and thereafter proceed with reasonable diligence and in good faith to cure such default), then the Sublessee may terminate this Sublease by giving not less than thirty (30) calendar days' written notice to the Sublessor, or otherwise pursue any and all available remedies at law or in equity provided for under this Sublease or by applicable law.

15. Security Deposit. No security deposit shall be required of the Sublessee for the Subleased Premises.

16. Waiver. No failure of the Sublessor or the Sublessee to enforce any term of this Sublease shall be deemed to be a waiver.

17. Severability. If any provision of this Sublease is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Sublease that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Sublease is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this Sublease shall remain in full force and effect.

18. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of Florida.

19. Entire Agreement. The Parties acknowledge that this Sublease expresses their entire understanding and agreement with respect to the subject matter herein, and that there have been no warranties, representations, covenants or understandings made by either Party to the other except such as are expressly set forth in this section. The Parties further acknowledge that this Sublease supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the Sublessee and the Sublessor with respect to the matters expressly set forth herein.

20. Disclaimer. The Parties hereto understand and agree that Alan B. Taylor and Associates, P.A., and Alan B. Taylor, Esquire (collectively ABT Law Group), is acting solely as a scrivener with respect to the drafting of this Sublease. Accordingly, the Parties are hereby cautioned to obtain separate and independent legal counsel to review and advise each Party accordingly. The Parties hereto further acknowledge that ABT Law Group has merely been advised as to the terms of this transaction and in connection with the foregoing has not rendered any legal advice in connection with the foregoing, other than with respect to the current obligations under the subject Ground Lease and the duties required therein.

We have carefully reviewed this Sublease and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

In Witness Whereof:

Witness 1
Name: _____

Witness 2
Name: _____

SUBLESSOR:

DRIVING RANGES, INC.,
a Florida corporation

By: _____
Niall Concannon, President

Witness 1
Name: _____

Witness 2
Name: _____

SUBLESSEE:

C.G.S.-RANGE, LLC,
a Florida limited liability company

By: _____
Roger Whittemore, Managing Member



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

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

MEMORANDUM

TO: Members of the Airport Authority

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

DATE: September 20, 2018

ITEM DESCRIPTION - NEW BUSINESS ITEM B

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

BACKGROUND

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

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

ISSUES

All projects are moving forward.

ALTERNATIVES

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

FISCAL IMPACT

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

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Concur with approval of the invoiced costs by Michael Baker International and (2) authorize an Authority Officer or the 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

SEPTEMBER 10, 2018

TITUSVILLE-COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS
TITUSVILLE, FL 32780
acampbell@flairport.com
mpowell@flairport.com

INVOICE NO. 1024819
BAKER PROJECT NO. 165693
REQUEST NO. 03 - FINAL

RE: MERRITT ISLAND AIRPORT - RUNWAY 11-29 REHABILITATION

FOR FEES BILLED THROUGH JULY 01, 2018 THROUGH AUGUST 31, 2018

CONTRACT VALUE		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
<u>BASIC SERVICES</u>			
PHASE 1 - 60% DESIGN			
100% COMPLETE OF	\$33,143.00	\$0.00	\$33,143.00
PHASE 2 - BID SET			
100% COMPLETE OF	\$22,491.00	\$0.00	\$22,491.00
PHASE 3 - BIDDING PHASE			
100% COMPLETE OF	\$4,922.00	\$4,922.00	\$4,922.00
PHASE 4- SPECIAL SERVICES			
100% COMPLETE OF	\$4,500.00	\$309.00	\$4,500.00
TOTAL EARNINGS		<u>\$5,231.00</u>	<u>\$65,056.00</u>
AMOUNT DUE THIS INVOICE			<u>\$5,231.00</u>

Michael Baker
9/10/18

Electronic Remittance
MICHAEL BAKER INTERNATIONAL, INC.
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

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

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 10, 2018

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

INVOICE NO. 1024820
BAKER PROJECT NO. 166582
REQUEST NO. 03 - FINAL

RE: TIX AIRFIELD LIGHTING REHAB - SPACE COAST REGIONAL AIRPORT

FOR FEES BILLED THROUGH JULY 01, 2018 THROUGH AUGUST 31, 2018

CONTRACT VALUE		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
BASIC SERVICES			
PHASE 1 - PROGRAM VERIFICATION			
100% COMPLETE OF	\$20,401.00	\$0.00	\$20,401.00
PHASE 2 - DESIGN DEVELOPMENT			
100% COMPLETE OF	\$33,173.00	\$0.00	\$33,173.00
PHASE 3 - FINAL DESIGN DOCUMENTS			
100% COMPLETE OF	\$29,080.00	\$0.00	\$29,080.00
PHASE 4 - BIDDING PHASE SERVICES			
100% COMPLETE OF	\$4,736.00	\$4,736.00 ✓	\$4,736.00
SPECIAL SERVICES - AIRFIELD SURVEY			
100% COMPLETE OF	\$25,440.00	\$0.00	\$25,440.00
SUBCONSULTANT			
KEITH AND ASSOCIATES	\$4,000.00	\$4,000.00 - /	\$4,000.00
SUBCONSULTANT			
ELECTRICAL ENGINEERING (HILLERS)	\$70,800.00	\$3,800.00	\$70,800.00
TOTAL EARNINGS		\$12,536.00	\$187,630.00
AMOUNT DUE THIS INVOICE			\$12,536.00

Electronic Remittance
MICHAEL BAKER INTERNATIONAL, INC.
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

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

Michael Baker
9/10/18



MICHAEL BAKER INTERNATIONAL, INC.
12740 Gran Bay Pkwy West
Suite 2110
Jacksonville, FL 32258
(904) 380-2500

DECEMBER 28, 2017

MR. MICHAEL D. POWELL, C.M., ACE, CEO
TITUSVILLE - COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BOULEVARD
TITUSVILLE, FL 32780

REQUEST NO. 9
PROJECT NO. 153465
BILLING CYCLE Nov-17
acampbell@flairport.com

FM 435310-1-94-01

RE: TO-COI N.A. SECURITY AND INFRASTRUCTURE
MERRITT ISLAND AIRPORT

INVOICE NO. 1000317

FOR FEES BILLED THROUGH NOVEMBER 30, 2017

CV	\$278,051.85			<u>INVOICED</u> <u>THIS PERIOD</u>	<u>INVOICED</u> <u>TO DATE</u>
DESIGN SERVICES					
DESIGN AND IMPLEMENTATION					
100.00% DESIGN	\$49,325.00			\$0.00	\$49,325.00
100.00% REG SW PLAN	\$26,200.00			\$0.00	\$26,200.00
100.00% TOPO/UTILITY SURVEY	\$15,470.00			\$0.00	\$15,470.00
100.00% GEOTECH	\$4,090.00			\$0.00	\$4,090.00
100.00% SITE ELECTRICAL	\$6,000.00			\$0.00	\$6,000.00
BIDDING PHASE SERVICES					
0.00% COMPLETE OF	\$4,078.00			\$0.00	\$0.00
CONSTRUCTION PHASE SERVICES					
0.00% COMPLETE OF	\$38,189.00			\$0.00	\$0.00
QA CONSTRUCTION TESTING					
0% COMPLETE OF	\$8,050.00			\$0.00	\$0.00
RESIDENT PROJECT REPRESENTATIVE					
INSPECTOR NTE	\$56,700.00	<u>RATE</u> \$90.00	<u>HRS.</u> 0.00	\$0.00	<u>HRS.</u> 0.00
RPR EXPENSES					
MEALS (WEEK)	\$2,100.00	<u>RATE</u> \$150.00	<u>UNITS</u> 0.00	\$0.00	<u>UNITS</u> 0.00
VEHICLE (WEEK)	\$2,520.00	\$180.00	0.00	\$0.00	0.00
LODGING (WEEK)	\$3,500.00	\$250.00	0.00	\$0.00	0.00
	\$8,120.00			\$0.00	\$0.00
PERMIT CLOSEOUT					
0.00% COMPLETE OF	\$2,750.00			\$0.00	\$0.00
<u>PERMITTING ALLOWANCE -</u>					
ENVIRONMENTAL RESOURCE PERMIT FEE					
0.00% COMPLETE OF	\$5,000.00			\$0.00	\$0.00
<u>AMENDMENT NO 01</u>					
100.00% FIELD DATA COLLECTION	\$5,886.00			\$0.00	\$5,886.00
95.00% ENVIRONMENTAL PERMITTING	\$37,093.85			\$6,418.13	\$35,239.16
100.00% ADDITIONAL TOPO SURVEY	\$5,800.00			\$0.00	\$5,800.00
100.00% ADDITIONAL GEOTECH INVESTIGATION	\$5,300.00			\$0.00	\$5,300.00
TOTAL EARNINGS				\$6,418.13	\$153,310.16
AMOUNT DUE THIS INVOICE					\$6,418.13

Electronic Payment:
Michael Baker International, Inc.
Citizens Bank
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Mail Payment:
P O Box 536408
Pittsburgh, PA 15253-5906

Michael Powell
9/11/18

Michael Baker INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.

12740 Gran Bay Pkwy West
Suite 2110
Jacksonville, FL 32258
(904) 380-2500

AUGUST 31, 2018

MR. MICHAEL D. POWELL, C.M., ACE
CEO
TITUSVILLE - COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BOULEVARD
TITUSVILLE, FL 32780
Email: acampbell@flairport.com

REQUEST NO. 27
PROJECT NO. 146363
FM #433520-1

RE: RSA COMPLIANCE & SHORELINE STABILIZATION
RUNWAY 11-29 SAFETY AREA IMPROVEMENT

INVOICE NO. 1024171

FOR FEES BILLED JUNE 4, 2018 THROUGH JULY 29, 2018

CV	\$748,230.00				<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
CONSTRUCTION MANAGEMENT						
97.44% COMPLETE OF	\$190,977.00				\$7,665.25	\$186,095.94
RPR INSPECTION-MERRITT ISLAND AIRPORT		<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>	
INSPECTOR NTE	\$198,375.00	\$115.00	0.00	\$0.00	1725.00	\$198,375.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>	
MEALS (WEEK)	\$5,850.00	\$150.00	0.00	\$0.00	38.20	\$5,730.00
VEHICLE (WEEK)	\$7,020.00	\$180.00	0.00	\$0.00	40.47	\$7,284.00
LODGING (WEEK)	\$9,750.00	\$250.00	0.00	\$0.00	38.20	\$9,550.00
	\$22,620.00			\$0.00		\$22,564.00
RPR INSPECTION-OFF-SITE MITIGATION AREA		<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>	
INSPECTOR NTE	\$75,000.00	\$100.00	0.00	\$0.00	472.00	\$63,700.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>	
MEALS (WEEK)	\$2,700.00	\$150.00	0.00	\$0.00	12.40	\$2,760.00
VEHICLE (WEEK)	\$3,240.00	\$180.00	0.00	\$0.00	12.40	\$2,952.00
LODGING (WEEK)	\$4,500.00	\$250.00	0.00	\$0.00	146.00	\$4,600.00
	\$10,440.00			\$0.00		\$10,312.00
ENVIRONMENTAL CONSTRUCTION SERVICES						
100.00% COMPLETE OF	\$33,852.00			\$0.00		\$33,852.00
DERELICT VESSEL REMOVAL & SURVEY						
100.00% COMPLETE OF	\$26,902.00			\$0.00		\$26,902.00
CONSTRUCTION TESTING (SUB)						
100.00% COMPLETE OF	\$40,000.00			\$0.00		\$40,000.00
MITIGATION MONITORING & MITIGATION REPORTS						
79.94% COMPLETE OF	\$139,155.00			\$0.00		\$111,244.46
ENG INVESTIGATION-GEOTECH						
100.00% COMPLETE OF	\$10,909.00			\$0.00		\$10,909.00
				\$0.00		\$222,907.46
TOTAL EARNINGS				\$7,665.25		\$703,954.40
AMOUNT DUE THIS INVOICE						\$7,665.25

Electronic Payment:
Michael Baker International, Inc.
Citizens Bank
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Mail Payment:
P O Box 536408
Pittsburgh, PA 15253-5906

Michael Powell
9/10/18



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

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

MEMORANDUM

TO: Members of the Airport Authority

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

DATE: September 20, 2018

ITEM DESCRIPTION - NEW BUSINESS ITEM C

Discussion and Consideration of an Amended Lease at X21

BACKGROUND

In working diligently to try and find a way to regain the lost revenue from 385 N. Singleton Avenue at X21 after the FAA took a stronger stance regarding allowable uses for that facility due to its proximity to the grass strip at X21, Staff was able to work with the City of Titusville's Public Works Department on using the facility for storage, which the FAA will allow.

After the Board had approved the lease, the City of Titusville' legal team requested changes to the lease. The changes were significant enough staff wished to bring the lease back to the Board, with the requested changes to ensure the Board was still accepting of the lease.

Although the business terms did not change, the City requested the following changes:

- 1) The City added a 3% per year cap on increase in the annual base rent. Since the lease is for an initial term of three years, there shouldn't be much risk the interest rate will outpace this.
- 2) They wished to limit their exposure to high-end repairs in an older facility. As opposed to unlimited, the City wished to cap repairs and maintenance each year - \$1,000 per occurrence/\$10,000 per year. Given that this is a 3-year lease, we do not think that's a major risk to us, but it is somewhat out of the ordinary as there is almost never a cap on a tenant's responsibility to maintain a property from ordinary wear-and-tear.
- 3) The City removed all language on payment of sales tax, but since the City doesn't pay sales tax and neither do we, then this really shouldn't matter other than we try very hard to keep all lease language uniform.
- 4) The City removed the bond language requiring a bond under section 255.05, Florida Statutes, for construction of improvements but since that section only applies to projects of \$200,000 or more, we believe this is fine. It seems extremely unlikely that the City will have a project of that value on the property during a 3-year lease and even if it does, the City itself may be subject to section 255.05, Florida Statutes, regardless of whether that's in the lease or not.

5) The City removed its obligation to perform environmental assessments after the lease terminates, but this is not particularly usual anyway (depending on use), and it doesn't seem like the City's use of the property for storage poses a major environmental threat.

6) The City removed the language that it would pay a \$500 administrative fee for TCAA's time in evaluating any assignment or sublease under the lease, which is not very likely anyway.

7) The City removed language on attorneys' fees and costs for breaching the lease, but Florida law allows us to seek to recover fees and costs anyway in a commercial landlord-tenant matter, so the fact that this is being removed shouldn't impact us if we do end up having to sue the City for eviction and/or damages for non-payment of rent. If, however, a lawsuit arises for some other reason under the lease, there will not be a contractual entitlement to fees and costs. Given that it seems unlikely the City will default under the lease, I don't see this as too much of a risk for us, although it would certainly be better for us to have attorney fee language in the lease.

In the end, and in conferring with Mr. Bird, it seems the revisions and document as a whole pose a relatively low-to-mid risk level to TCAA while allowing us to collect rent on a property that may otherwise be very limited given the FAA restrictions on its use.

ISSUES

The total area to be leased remains the same. In addition to the facility, the City will also lease 22,099 sq.ft. of land for storage as well.

ALTERNATIVES

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

FISCAL IMPACT

The total lease rate remains the same. The annual lease rate will be \$30,885.12 (comprised of \$26,907.30 for the building itself and \$3,977.82 for the ground lease), or \$2,573.76 monthly.

RECOMMENDED ACTION

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

TITUSVILLE-COCOA AIRPORT AUTHORITY

LEASE AGREEMENT

Arthur Dunn Airpark

Titusville, Florida

Effective Date

Lessee:

City of Titusville

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
ARTICLE I PREMISES AND PERMITTED USES.....	1
1.1 Demise of Premises.....	1
1.2 Condition of Premises.....	1
1.3 Construction of Improvements by Authority.....	2
1.4 Construction of Improvements by Lessee.....	2
1.5 No Entitlement To Lien.....	2
1.6 Quiet Enjoyment.....	3
1.7 Permitted Uses.....	3
1.8 Signage.....	3
ARTICLE II TERM OF LEASEHOLD.....	3
2.1 Term.....	3
ARTICLE III ANNUAL RENT.....	3
3.1 Annual Rent and Fees.....	3
3.2 Calculation of Annual Rent and Fees.....	4
3.3 Delinquent Rent.....	4
ARTICLE IV MAINTENANCE AND UTILITIES.....	4
4.1 Maintenance.....	4
4.2 Trash and Garbage.....	5
4.3 Utilities.....	5
ARTICLE V TAXES.....	6
5.1 Property Taxes and Assessments.....	6
5.2 Taxes.....	6
5.3 Payment of Sales Tax.....	6
ARTICLE VI INSURANCE.....	6
6.1 Hazard Insurance.....	6
6.2 Liability Insurance.....	6
6.3 Workers' Compensation.....	7
6.4 Certificates of Insurance.....	7
ARTICLE VII CONTRACT BOND, LETTER OF CREDIT OR CASH DEPOSIT.....	7
7.1 Contract Bond, Letter of Credit or Cash Deposit.....	7
ARTICLE VIII ENVIRONMENTAL.....	7
8.1 Lessee's Environmental Obligations.....	7
ARTICLE IX INDEMNIFICATION.....	8
9.1 Lessee Indemnification.....	8
ARTICLE X DESTRUCTION OF IMPROVEMENTS.....	9
10.1 Obligations of Lessee.....	9
10.2 Insurance Proceeds.....	9
ARTICLE XI CONDEMNATION.....	9

TABLE OF CONTENTS (cont'd)

	<u>Page</u>
11.1 Notice of Condemnation.	10
11.2 Rights of Authority and Lessee.	10
11.3 Taking of Leasehold.	10
11.4 Obligations of Lessee under Partial Taking.	10
11.5 Taking of Temporary Use of Premises and Improvements.	10
11.6 Taking by Authority.	11
11.7 Deposit of Sums Payable on Taking.	11
ARTICLE XII DEFAULT	11
12.1 Events of Default.	11
12.2 Remedies for Default.	11
12.3 Advances By Authority.	12
12.4 Non-Waiver By Authority.	12
ARTICLE XIII MISCELLANEOUS.....	12
13.1 Additional Provisions.	12
13.2 Fees.	12
13.3 Recording.	13
13.4 Additional Reserved Rights of Authority.....	13
13.5 Leasehold Encumbrances.	13
13.6 Assignment and Subletting.	13
13.7 Attorneys' Fees and Costs.	13
13.8 Notice.	146

TITUSVILLE-COCOA AIRPORT AUTHORITY LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is made to be effective as of the ____ day of _____, 2018 (the “Effective Date”), among the TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 (the “**Authority**”), and the CITY OF TITUSVILLE, a municipal corporation, whose mailing address is 555 S. Washington Ave., Titusville, FL 32796 (“**Lessee**”).

WITNESSETH:

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, Authority hereby demises and leases to Lessee and Lessee hereby leases from Authority, that certain land, and any buildings, structures, fixtures, fences, utility installations, parking facilities, landscaping and irrigation systems currently existing or hereafter located thereon at Arthur Dunn Airpark, as more particularly described on **Exhibit “A”** hereto (“Premises”). 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” last revised November 2, 2002, as the same may be amended from time to time (“Minimum Standards”), and (iv) the Arthur Dunn Airpark Master Plan dated 2005 (the “Master Plan”).

1.2 Condition of Premises.

Except as agreed to in Paragraph 1.3 herein, Lessee accepts the Premises “AS-IS”. Lessee acknowledges that Authority has made no representations or warranties relating to the suitability of the Premises for any particular use, and Authority’s and Lessee’s obligations to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises shall be governed by section 4.1, below. Lessee shall not permit any unlawful nuisance, waste or injury on the Premises. Lessee agrees to surrender the Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the Premises on the Commencement Date, ordinary wear and tear excepted.

1.3 Construction of Improvements by Authority.

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

1.4 Construction of Improvements by Lessee.

Lessee shall have sole responsibility for construction of the remaining improvements within the Premises, which improvements shall include but not be limited to those items described in **Exhibit "C"** hereto (the "Improvements"). Any construction by Lessee on the Premises shall be in accordance with local building codes and shall also be governed by **Exhibit "D"** hereto, which is incorporated herein by reference. Any Improvements Lessee wishes to construct upon the Premises, apart from those specifically listed on **Exhibit "C"** hereto, shall be submitted to the Authority in writing for Authority's approval, which shall be granted or denied by Authority in its sole discretion. Construction of all Improvements shall be solely at the expense and cost of the Lessee, and Authority shall not be responsible for the same regardless of Authority providing its approval for construction of such Improvements.

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 for the production/manufacture of avionics systems (the "Permitted Uses").

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.

ARTICLE II
TERM OF LEASEHOLD

2.1 Term.

The Initial Term of this Lease is defined as the period beginning on _____, 2018 ("Commencement Date") and shall run for a period of three (3) years, unless sooner terminated in accordance with the terms and provisions hereof. Either the Lessee or the Authority upon one hundred and eighty (180) days written notice to the other party may terminate this Lease for any reason, whether with or without cause.

ARTICLE III
ANNUAL RENT

3.1 Annual Rent and Fees.

Lessee shall pay to the Authority annual rent for the Premises (hereinafter referred to as the "Annual Rent") for each twelve (12) month period or portion thereof during the Term of this Lease, beginning with the Commencement Date, in the amount detailed below, which Annual Rent shall be payable on or before the first day of each calendar month (or partial calendar month) thereafter, in amounts equal to one-twelfth (1/12) of the Annual Rent then due, plus any sales or rent taxes due on that installment, in advance, in lawful money of the United States, without deduction or set-off, at the office of the Authority. Annual Rent for a partial month during the Term of this Lease shall be prorated based on the number of days in such month.

3.2 Calculation of Annual Rent and Fees.

The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. Average, All Items (1982-84=100) as compiled and published by the United States Department of Labor, Bureau of Labor Statistics, or any comparable successor index.

The Annual Rent and Fees shall consist of the following to be paid to the Authority:

The Annual Rent to be paid to the Authority for the period beginning with the Commencement Date and ending on September 30, 2019 shall be **\$30,885.12** for the Premises (comprised of \$26,907.30 for the building itself and \$3,977.82 for the ground lease). Based upon this Annual Rent, the monthly rental rate due Authority from Lessee for the period beginning with the Commencement Date and ending one year thereafter is \$2,573.76 (the "Monthly Base Rent").

The Annual Rent shall be increased upon each anniversary of the Commencement Date based on the Consumer Price Index ("CPI") to account for inflation and other economic factors, but not to exceed a three (3) percent annual increase. However, without regard to any other provision hereof, in no event shall the Annual Rent for each year (from September 1 to August 31) be less than the previous year's Annual Rent such that if the application of the CPI adjustment identified in this paragraph would require a reduction in Annual Rent, no such adjustment shall be made.

3.3 Delinquent Rent.

Any installment of Annual Rent, Rent, or other amounts due from Lessee under this Lease, that is not received within five (5) business days after it is due, shall bear interest from the date when the same was due until paid by Lessee at the maximum interest rate allowable by law.

ARTICLE IV **MAINTENANCE AND UTILITIES**

4.1 Maintenance.

During the entire Term of this Lease and except as set forth in this section, Authority shall keep and maintain the Premises, including, without limitation, the roof, exterior walls and foundation of any buildings, the electrical, HVAC, plumbing and security systems, fixtures, trade fixtures, machinery, furnishings, signage, and all other portions of the Improvements, in good repair and working order (reasonable wear and tear excepted, which shall be the responsibility of Lessee to repair and/or maintain). Lessee shall maintain the Premises in a clean, neat, attractive, properly maintained and safe condition. All maintenance, repairs and replacements shall be of quality at least equal to the original in materials and workmanship. Lessee shall promptly repair, at its expense and in a manner reasonably acceptable to Authority, any damage to Authority's property or to the property of others caused by Lessee or its officers, agents, employees, and contractors. The Authority shall have the right to enter the Premises at any reasonable time to determine whether or not Lessee is complying with its maintenance obligations hereunder.

ARTICLE V

TAXES

5.1 Property Taxes and Assessments.

Lessee shall pay when due all taxes, assessments and impact fees levied or otherwise incurred and/or owed as a result of Lessee's Lease and/or use of the Premises, which shall not include ad valorem taxes assessed against the real property itself, regardless of whether such taxes, assessments or fees are assessed directly against Authority or directly against Lessee. 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.

5.2 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 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.

ARTICLE VI

INSURANCE

6.1 Hazard Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout the Term of this Lease, property 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 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. For any insurance related to any property, whether real or personal, in which the Authority has an interest, the Authority shall be expressly named as an additional insured, if possible.

6.2 Liability Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout the Term of 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 Permitted Uses, or the conduct of its operations on the Premises, in the amount of not less than \$1,000,000 (or such greater amount as may be maintained by Lessee from time to time) per occurrence. For any insurance related to any property, whether real or personal, in which the Authority has an interest, the Authority shall be expressly named as an additional insured, if possible.

6.3 Workers' Compensation.

Lessee shall keep in force, at its sole expense, workers' compensation or similar insurance affording the required statutory coverage and requisite statutory limits. Lessee shall also maintain throughout the term of this Lease 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.

6.4 Certificates of Insurance.

Within thirty (30) days after the Commencement Date of this Lease, and within thirty (30) days after the expiration of any policy or policies provided by Lessee hereunder, Lessee shall furnish an original certificate of insurance to Authority evidencing such coverage, identifying the Authority as an additional insured on any policy for which the Authority is required to be named as an additional insured as set forth above, 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 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. Additionally, at any time Lessee shall furnish proof of obtaining and maintaining any insurance required under this Agreement upon reasonable request by Authority.

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 any rules or regulations concerning 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 any term of this Agreement, 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 subparagraph (a) above. Lessee shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Lessee.

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

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 person 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, and/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 shall survive the expiration or earlier termination of this Lease with respect to any acts or omissions occurring during the term

of this Lease. Nothing in this section is intended to or shall be construed to limit or otherwise affect the Authority's ability to assert any and all forms of governmental and/or sovereign immunity available to it, including without limitation the immunity afforded the Authority under section 768.28, Florida Statutes.

8.2 No Waiver of Sovereign Immunity Defense

The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section 768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

ARTICLE IX

DESTRUCTION OF IMPROVEMENTS

9.1 Obligations of Lessee.

In the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt written notice thereof to Authority, and for such damage which is attributable to the actions of the Lessee, then Lessee, at its own expense, shall promptly repair, replace and rebuild the same, at least to the same extent as to the value and as nearly as practical to the character of the Improvements existing immediately prior to such time. Damage to the Improvements shall cause an abatement of Lessee's obligation to pay Annual Rent to Authority or to make any other payments required to be made by Lessee under this Lease in proportion to the area of the premises affected as long as said damage is sufficient to actually or constructive evict Lessee or substantially impair Lessee's ability to utilize the affected portion of the Premises as reasonably determined by Authority.

9.2 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 such repair, replacement and rebuilding. Lessee shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and Lessee 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 Improvements, Lessee shall pay any additional sums required, 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. Notwithstanding the language of this section, 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. In no event shall Lessee have any claim to any proceeds related to a Taking related to compensation for the underlying real property owned by Authority and leased by Lessee hereunder. Any portion of proceeds related to a Taking that concern Lessee's leasehold interest and/or Lessee's personal property related to the Premises shall be addressed as set forth in this Article.

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 Obligations of Lessee under Partial Taking.

It is understood and agreed that all condemnation proceeds for any Partial Taking of the Premises shall be paid to Lessee to be held by it in trust and used for the repair and reconstruction of the Premises and replacement of the equipment, with any portion of such proceeds not needed for such repair, reconstruction and replacement to be distributed in accordance with the terms of Section 10.6.

10.5 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 Term nor the Rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for reconstruction of the Improvements 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. Upon the completion of the work and the discharge of the Premises and Improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency related to its property including without limitation the Improvements.

10.6 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.

10.7 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, 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 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 of such sums.

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 make any payment of Annual Rent, Rent, or any other payment required to be made by Lessee hereunder when due which failure is not remedied within ten (10) days of the payment due date; (ii) the failure of Lessee to keep, observe or perform any other material covenants or agreements herein, and the continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after written demand; (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 subsection (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; 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, 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 remedies as may be available to the Authority at law or in equity, including those found in chapter 83, Florida Statutes. In the event Authority terminates this Lease as a result of a breach by Lessee, Authority may retake possession of the Premises and re-let the Premises, or any part or parts thereof, for the account of Lessee, for a term which may, at Authority's option, be less than or exceed the period which would otherwise have constituted the balance of the

Term of this Lease. In such event, Lessee shall pay to Authority any deficiency between the Annual Rent and other charges herein reserved and the net amount of the rents and other charges collected on account of any other lease of the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Lease. Authority may recover such deficiency from Lessee at the time each payment becomes due under the Lease, or, at Authority's option, upon the expiration of the Term of this Lease. All rights and remedies available to Authority under this paragraph 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.

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, 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 Annual Rent, 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 **Exhibit "E"** hereto, which is incorporated herein by reference.

12.2 Fees.

If the Lessee obtains approval for the operation of a fuel delivery system and fueling of aircraft, fuel flowage fees will be assessed and may be changed at any time and in Authority's

sole discretion. Provided, however that any change in fuel flowage fees shall be based on then prevailing market factors.

12.3 Recording.

Neither this Lease or any portion or mention thereof shall be recorded except as set forth in Section 1.5, above.

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 so long as Authority does not interfere with Lessee's quiet 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 that do not interfere with Lessee's quiet enjoyment of the Premises. 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 may encumber only its leasehold estate and its interest in the Improvements by the execution and delivery of a Mortgage. Authority will not subordinate its interest in the Premises or this Lease to any Mortgage. In the event of foreclosure by any Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure, shall succeed to and be bound by all of Lessee's rights, interests, duties and obligations under this Lease. Notwithstanding the foregoing, no person other than the mortgagee or an affiliate thereof shall have the right to become Lessee under this Lease, and the interest of Lessee under this Lease shall not be conveyed to the purchaser at a foreclosure sale or to a person acquiring Lessee's interest in lieu of foreclosure, without complying with the requirements of Section 13.6 below. Other than a leasehold mortgagee through foreclosure, any other tenant or potential tenant who Lessee and/or any mortgagee intend to install as a tenant on the Premises is subject to approval by Authority in its sole discretion with approval of such successor tenant not to be unreasonably withheld.

12.6 Assignment and Subletting.

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 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. In the event Lessee assigns all or any portion of the Premises to an individual or entity that is not an Affiliate of Lessee, Lessee shall pay to Authority fifty percent (50%) of the Net Profit (as hereinafter defined) from the assignment, such payment to be paid along with Lessee's monthly Annual Rent payments or when otherwise received by Lessee. The Net Profit from an assignment shall be all rent and other consideration paid by the

assignee in excess of the Annual Rent and other consideration payable by Lessee to Authority for the Premises or portion thereof assigned or subleased and less the amortization of any Improvements installed by and at the expense of Lessee at the Premises or portion thereof which is assigned. In the event the consideration for such assignment also includes consideration for other assets, a portion of such consideration shall be allocated to the assignment as equitable under the circumstances; provided, however, that no Net Profit shall be payable to the Authority in connection with the sale of all of the shares of Lessee. 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, which is not in strict compliance with the terms and conditions of this paragraph, may, in the Authority's sole and absolute discretion, be declared void ab initio and, if that occurs, shall be of no force or effect whatsoever.

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 Lessee: City Manager _____

City of Titusville _____

555 South Washington Avenue _____

Titusville, Florida 32796 _____

Any such notice shall be deemed effective upon receipt.

[This Area 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: _____

LESSEE:

CITY OF TITUSVILLE

By: _____

Printed Name: _____

Title: _____

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____

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

Title: Chief Executive Officer

Approved as to Form and Legality this _____ day of _____, 2018

GrayRobinson, P.A.

By: _____

Adam M. Bird, Esq.

General Counsel / Titusville-Cocoa Airport Authority

EXHIBIT "A"
PREMISES

LEGAL DESCRIPTION:

Commencing at the Southwest corner of the Southeast 1/4 of Section 32, Township 21 South, Range 35 East, Brevard County, Florida, run thence North 0°08'54" East along the West line of the Southeast 1/4 of said Section 32, a distance of 1,325.71 feet to the Northwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 32, thence South 89°40'23" East along the North line of said Southwest 1/4 of the Southeast 1/4, 117.60 feet to the Easterly right-of-way line of Singleton Avenue; thence South 0°08'54" West along said right-of-way line, and parallel to said West line of the Southwest 1/4 of the Southeast 1/4, a distance of 140.00 feet to the POINT OF BEGINNING of the parcel herein described; thence South 89°40'23" East parallel to said North line of the Southwest 1/4 of the Southeast 1/4, a distance of 190.00 feet; thence South 0°08'54" West, 170.00 feet; thence North 89°40'23" West, 190.00 feet; thence North 0°08'54" East along said right-of-way line of Singleton Avenue, 170.00 feet to the POINT OF BEGINNING.

EXHIBIT “B”
AUTHORITY IMPROVEMENTS

1. None.

EXHIBIT "C"
TENANT IMPROVEMENTS

- 1. Installation of a chain link fence on the Premises.**

EXHIBIT "D"
CONSTRUCTION OF IMPROVEMENTS

1. Prior to commencement of construction of any 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, 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 hereto as Attachment _____ 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 hereto as Attachment _____, 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 remain in Lessee during the Term of the Lease, but such title shall vest in Authority upon the expiration of the Term of the Lease or upon the sooner lawful termination thereof. 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, free of any liens or encumbrances.

EXHIBIT "E"
REQUIRED PROVISIONS

1. 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.

2. Discrimination Not Permitted.

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

3. Federal Aviation Administration Requirements.

a) 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.

b) 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Miscellaneous Provisions.

a) 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.

b) 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.

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

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

i) 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.

j) **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**

k) 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.

11. 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.

12. 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.

13. Compliance with Stormwater Regulations.

a) 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.

b) 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.

14. 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.

15. 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.

16. Subordination.

a) 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.

b) 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.

c) 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.

17. 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.

18. 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.

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

EXHIBIT "F"

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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

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-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT "G"

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO.

EXPIRY DATE:

AGGREGATE AMOUNT: _____ and ____/100 Dollars

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

Dear Sir or Madam:

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

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

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

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

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

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

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

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____ [Bank Name]

By:
Title:

EXHIBIT "H"

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 Merritt Island 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 "I"

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 or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Lessor's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or the Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Lessor or Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

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

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

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

Signed, sealed and delivered
in the presence of:

(Seal)

Principal
By: _____
(Official Title)

(Seal)

Surety
By: _____
(Official Title)

(Countersigned by Florida Registered Agent)

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

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

EXHIBIT "J"

IN WITNESS WHEREOF, the undersigned hereby execute(s) this instrument.

_____, Guarantor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, as Guarantor. 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.: _____

The undersigned, a duly authorized official of the Contracting Party, hereby elects (pursuant to Section 142(b)(1)(B)(i) of the Code) not to claim depreciation or an investment credit with respect to the Property described above. This Election is being made in connection with the execution of the lease, service contract, management contract or other contract (the "Contract") pertaining to the Property.

Contracting Party understands that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Property remain outstanding. Furthermore, the Contract and any publicly recorded document recorded in lieu of such Contract states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Property.

In addition, Contracting Party agrees that it shall not use any portion of the Property for office space or, alternatively (and subject to the terms of its Contract with the Titusville-Cocoa Airport Authority), shall limit its use of any portion of the Property for office space so that no more than a de minimis amount [not more than five percent (5%)], if any, of the functions to be performed in such office space will not be directly related to the day-to-day operations either at the Property or more generally at _____ Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sublessees or other successors in interest.

The Issuing Authority is being provided with a copy of this Election concurrent with its execution. In addition, the Issuing Authority and the Contracting Party will retain copies of this Election in their respective records for the entire term of the Contract.

By: _____

Title: _____

Date: _____

Titusville-Cocoa Airport Authority
Check Register
For the Period From Aug 1, 2018 to Aug 31, 2018

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
36968	8/3/18	Ace Hardware	101000	66.28
36969	8/3/18	AG-PRO Companies	101000	467.43
36970	8/3/18	A T & T	101000	442.03
36971	8/3/18	AT&T Mobility	101000	693.64
36972	8/3/18	Batteries By Fisher, Inc.	101000	269.79
36973	8/3/18	Board Of Co. Commissioners	101000	14,270.12
36974	8/3/18	Bright House Networks	101000	58.28
36975	8/3/18	Central Hydraulics	101000	467.50
36976	8/3/18	CHLIC	101000	579.12
36977	8/3/18	Cintas Fire Protection	101000	315.00
36978	8/3/18	Cintas Corp., Loc. 149	101000	265.44
36979	8/3/18	City Of Cocoa	101000	172.64
36980	8/3/18	City Of Titusville	101000	1,208.79
36981	8/3/18	Davis Vision, Inc.	101000	79.72
36982	8/3/18	Dish	101000	121.06
36983	8/3/18	Energywize A/C	101000	1,021.00
36984	8/3/18	Florida Power & Light	101000	1,641.78
36985	8/3/18	Goodyear	101000	662.36
36986	8/3/18	Gray Robinson Attorneys At Law	101000	2,921.13
36987	8/3/18	Home Depot Credit Services	101000	33.64
36988	8/3/18	ICMA Retirement Trust	101000	1,060.00
36989	8/3/18	Lacey's Lock Service	101000	382.80
36990	8/3/18	Lowes	101000	98.64
36991	8/3/18	Moore's Tire Outlet	101000	96.00
36992	8/3/18	Motion Industries, Inc.	101000	71.94
36993	8/3/18	Nix Pest Management	101000	256.00
36994	8/3/18	Rev-Cut Mower	101000	140.99
36995	8/3/18	Safety-Kleen	101000	757.31
36996	8/3/18	ServiceMasterClean	101000	510.00
36997	8/3/18	Sherwin Williams	101000	59.64
36998	8/3/18	Standard Insurance Company	101000	312.84
36999	8/3/18	Watkins Fuel Oil	101000	3,233.10

Titusville-Cocoa Airport Authority
Check Register
For the Period From Aug 1, 2018 to Aug 31, 2018

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
37000	8/3/18	Waste Management	101000	234.00
37001	8/3/18	Michael Boswell	101000	203.43
37002	8/3/18	Evan Dick	101000	628.08
37003	8/3/18	Jacob Hefter	101000	25.00
37004	8/3/18	Melvin Hefter	101000	335.05
37005	8/17/18	Ace Hardware	101000	17.99
37006	8/17/18	Allen Enterprises, Inc.	101000	807.20
37007	8/17/18	Arthur J. Gallagher Risk Management	101000	7,587.00
37008	8/17/18	A T & T	101000	320.72
37009	8/17/18	AT&T Mobility	101000	33.55
37010	8/17/18	Boggs Gases	101000	127.91
37011	8/17/18	Brevard County Utility Resources	101000	100.00
37012	8/17/18	Cintas Corp., Loc. 149	101000	379.75
37013	8/17/18	Cocoa Paper Company	101000	535.88
37014	8/17/18	Energywise A/C	101000	130.00
37015	8/17/18	Florida Power & Light	101000	4,444.62
37016	8/17/18	Gray Robinson Attorneys At Law	101000	4,884.00
37017	8/17/18	Goodyear	101000	246.00
37018	8/17/18	Home Depot Credit Services	101000	26.43
37019	8/17/18	ICMA Retirement Trust	101000	1,060.00
37020	8/17/18	Konica Minolta Business Solutions	101000	172.83
37021	8/17/18	Lacey's Lock Service	101000	20.00
37022	8/17/18	Lowes	101000	262.80
37023	8/17/18	Marie's Coffee Service	101000	59.00
37024	8/17/18	Merritt Department Store	101000	19.00
37025	8/17/18	Michael Baker International	101000	35,780.00
37026	8/17/18	Michael Baker International	101000	139,314.00
37027	8/17/18	Michael Baker International	101000	15,666.00
37028	8/17/18	MITEL Leasing	101000	102.71
37029	8/17/18	Robinson Equipment	101000	86.24
37030	8/17/18	Standard Signs, Inc.	101000	2,270.41
37031	8/17/18	Staples	101000	273.22

Titusville-Cocoa Airport Authority
Check Register
For the Period From Aug 1, 2018 to Aug 31, 2018

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
37032	8/17/18	Sterling Enterprises, LLC	101000	4,250.00
37033	8/17/18	Watkins Fuel Oil	101000	652.23
37034	8/17/18	Watson Truck & Auto	101000	251.59
37035	8/17/18	Windstream Communications	101000	1,577.91
37036	8/17/18	Wolen, L.L.C.	101000	2,670.78
37037	8/17/18	Anthony Gibson	101000	4.08
37038	8/17/18	Richard Justice	101000	435.39
37039	8/17/18	Mikelyn & Mark Pletsch	101000	50.00
37040	8/31/18	A T & T	101000	220.59
37041	8/31/18	AT&T Mobility	101000	502.34
37042	8/31/18	Board Of Co. Commissioners	101000	13,931.49
37043	8/31/18	Bright House Networks	101000	58.28
37044	8/31/18	Brown & Brown Insurance	101000	350.00
37045	8/31/18	CHLIC	101000	579.12
37046	8/31/18	Cintas Fire Protection	101000	90.00
37047	8/31/18	Cintas Corp., Loc. 149	101000	265.44
37048	8/31/18	City Of Cocoa	101000	163.76
37049	8/31/18	City Of Titusville	101000	1,130.00
37050	8/31/18	Davis Vision, Inc.	101000	79.72
37051	8/31/18	Dish	101000	64.03
37052	8/31/18	Florida Power & Light	101000	3,877.51
37053	8/31/18	ICMA Retirement Trust	101000	1,060.00
37054	8/31/18	Marie's Coffee Service	101000	59.25
37055	8/31/18	Standard Insurance Company	101000	312.84
37056	8/31/18	Wolen, L.L.C.	101000	172.76
37057	8/31/18	Waste Management	101000	273.00
37058	8/31/18	Mark Grainger	101000	28.86
37059	8/31/18	Phil Jones	101000	353.10
37060	8/31/18	Edward Bexfield	101000	55.80
37061	8/31/18	David Webb	101000	159.25
37062	8/31/18	Ryan Sporcich	101000	72.00
37063	8/31/18	AG-PRO Companies	101000	8,282.62

Titusville-Cocoa Airport Authority
Check Register
For the Period From Aug 1, 2018 to Aug 31, 2018

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
37064	8/31/18	A T & T	101000	190.73
37065	8/31/18	BR90-Bennett Auto Supply	101000	79.90
37066	8/31/18	Bucks Lawnmower Shop	101000	52.83
37067	8/31/18	Cintas Fire Protection	101000	10.00
37068	8/31/18	D & E Pump	101000	404.00
37069	8/31/18	Grainger	101000	303.39
37070	8/31/18	Lowes	101000	129.40
37071	8/31/18	Naturchem, Inc.	101000	1,524.72
37072	8/31/18	Robinson Equipment	101000	125.32
37073	8/31/18	Watkins Fuel Oil	101000	3,098.68
Total				296,841.54

Titusville-Cocoa Airport Authority
Budget to Actual
August 2018

Revenues		Budget		Month	YTD	Budget %					
Revenues		\$2,555,765		\$234,808.35	\$2,374,818.09						92.92%
Interest Income		\$0		\$3.96	\$69.50						0.00%
Ad Valorem		\$0		\$0.00	\$2.70						0.00%
Misc. Income		\$2,500		\$2,110.07	\$121,005.09						4840.20%
TOTAL		\$2,558,265		\$236,488.01	\$2,493,494.90						97.47%
Expense	Budget	Arthur	Space	Merritt							
		Dunn	Coast	Island	G & A	Unallocated	Total				
Personnel Services											
Salaries	\$826,560	\$32,623.65	\$208,180.44	\$97,227.93	\$330,336.22	\$46,978.64	\$715,346.88				86.55%
Payroll Tax	\$63,232	\$2,775.89	\$11,118.55	\$4,340.08	\$31,474.76	\$943.57	\$50,652.85				80.11%
Workman's Compensation	\$26,000	\$0.00	\$0.00	\$0.00	\$0.00	\$17,469.50	\$17,469.50				67.19%
Florida Retirement	\$94,603	\$2,693.99	\$13,489.36	\$5,212.06	\$67,269.03	\$5,200.02	\$93,864.46				99.22%
Employee Insurance	\$161,908	\$0.00	\$0.00	\$0.00	\$43,250.08	\$104,169.28	\$147,419.36				91.05%
Employee Education	\$3,000	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00				100.00%
Operating Expense											
Professional Services											
Land Appraisal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				0.00%
General Consultant	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00				100.00%
Legal Service	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00				100.00%
Accounting/Auditing	\$34,000.00	\$0.00	\$0.00	\$0.00	\$25,698.82	\$0.00	\$25,698.82				75.58%
Contract Services											
Computer Tech Support	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00				100.00%
Janitorial Service	\$7,000.00	\$0.00	\$0.00	\$0.00	\$6,120.00	\$0.00	\$6,120.00				87.43%
Investigation/Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$55.00	\$0.00	\$55.00				0.00%
Travel & Training											
Travel & Per Diem	\$15,000.00	\$0.00	\$0.00	\$0.00	\$421.36	\$0.00	\$421.36				2.81%
Training & Education	\$9,000.00	\$0.00	\$0.00	\$0.00	\$1,354.86	\$0.00	\$1,354.86				15.05%
Communications & Freight											
Telecommunications											
Telephone	\$25,750.00	\$998.39	\$4,584.98	\$3,882.84	\$16,283.79	\$0.00	\$25,750.00				100.00%
Cell Phones	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,222.29	\$0.00	\$7,222.29				96.30%
Cable Service	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00				100.00%
Postage											
Postage	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				0.00%
Express Mail	\$800.00	\$0.00	\$0.00	\$0.00	\$145.62	\$0.00	\$145.62				18.20%
Online Services	\$740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				0.00%
Utility Services											
Water/Sewer	\$15,750.00	\$3,973.24	\$8,632.36	\$2,313.87	\$0.00	\$0.00	\$14,919.47				94.73%
Electricity	\$117,750.00	\$7,521.80	\$49,144.99	\$30,285.52	\$0.00	\$0.00	\$86,952.31				73.84%
Storm Water Fees	\$25,000.00	\$71.58	\$17,393.89	\$3,524.11	\$0.00	\$0.00	\$20,989.58				83.96%
Solid Waste	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00				100.00%

**Budget to Actual
August 2018**

Expense	Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Rentals & Leases								
Equipment Rental	\$3,475.00	\$0.00	\$0.00	\$0.00	\$734.05	\$0.00	\$734.05	21.12%
Postage Machine	\$725.00	\$0.00	\$0.00	\$0.00	\$725.00	\$0.00	\$725.00	100.00%
Copy Machine	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
Phone System	\$2,000.00	\$0.00	\$0.00	\$0.00	\$1,271.59	\$0.00	\$1,271.59	63.58%
Insurance								
Property/Casual								
Buildings & Equipment	\$241,808.00	\$0.00	\$0.00	\$0.00	\$745.00	\$102,690.49	\$103,435.49	42.78%
Fuel Tank	\$3,200.00	\$0.00	\$350.00	\$1,002.00	\$0.00	\$0.00	\$1,352.00	42.25%
Housing/Liability	\$7,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Airport Liability	\$10,000.00	\$1,243.00	\$0.00	\$0.00	\$0.00	\$8,757.00	\$10,000.00	100.00%
Auto Liability	\$18,025.00	\$0.00	\$0.00	\$1,280.00	\$0.00	\$11,618.50	\$12,898.50	71.56%
Officers Liability	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Employee Bond	\$296.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Repairs & Maintenance								
Service Contracts	\$13,000.00	\$0.00	\$6,053.56	\$6,219.44	\$727.00	\$0.00	\$13,000.00	100.00%
Repairs/Maintenance	\$160,000.00	\$10,360.30	\$122,433.02	\$15,642.96	\$0.00	\$11,563.72	\$160,000.00	100.00%
Printing/Binding								
General Printing	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Promotional Activities								
Advertising								
Marketing	\$15,000.00	\$0.00	\$0.00	\$0.00	\$1,469.36	\$0.00	\$1,469.36	9.80%
Promotional	\$7,000.00	\$0.00	\$0.00	\$0.00	\$1,200.06	\$0.00	\$1,200.06	17.14%
Other Charges/Obligations								
Legal Notices	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100.00%
Real Estate Taxes	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Brevard Count Indirect Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Supplies								
Office Supplies	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00	100.00%
Operating Supplies	\$60,000.00	\$2,076.90	\$5,688.38	\$0.00	\$10,749.52	\$23,656.38	\$42,171.18	70.29%
Furniture & Fixtures	\$7,500.00	\$0.00	\$0.00	\$0.00	\$670.99	\$6,829.01	\$7,500.00	100.00%
Maintenance Uniforms	\$6,500.00	\$0.00	\$296.50	\$0.00	\$2,235.37	\$3,968.13	\$6,500.00	100.00%
Books, Publications, Subscriptions								
Books & Publications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Memberships								
Dues & Memberships	\$10,000.00	\$0.00	\$0.00	\$375.00	\$3,394.18	\$0.00	\$3,769.18	37.69%
Capital Outlay								
Vehicles/Equipment	\$175,000.00	\$0.00	\$0.00	\$0.00	\$245.08	\$72,122.00	\$72,367.08	41.35%
Contingency								
Contingency	\$64,282.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Debt Service	\$185,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Renewal & Replacement	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total	\$2,339,354.00	\$72,338.74	\$447,366.03	\$171,305.81	\$627,099.03	\$415,966.24	\$1,734,075.85	74.13%

Financial Review
Cash Position, Commitments, Reserves
as of August 31, 2018

1) Cash On Hand:

a) Cash per Operating Fund Balance Sheet	\$1,292,387
b) Cash per Revenue Fund Balance Sheet	\$230,516
c) Cash per R & R Fund Balance Sheet	\$35,000
d) Cash per Debt Service Fund Balance Sheet	\$13,749
e) Cash per Development Fund Balance Sheet	\$352,368
Total Cash on Hand	\$1,924,019

2) Plus Grants Receivable	\$271,577
Total Cash and Grants Receivable	\$2,195,596

3) Less Restricted Cash

a) FDOT Advances	\$0
b) State Board LGIP B	\$0
Total Unrestricted Cash	\$2,195,596

4) Less Funds Committed for Operations

a) Operations Reserve	\$0
b) Renewal & Replacement Fund	\$35,000
c) Escrow Account	\$230,516
Total Funds Committed for Operations	\$265,516

5) Less Funds Committed for Projects
(Analyzed as of 07/31/17)

Projects		Funded
a) TIX Spaceport Launch Site Operators License	\$0	TCAA
b) COI RSA Construction	\$16,948	2015
c) COI North Area Security & Infrastructure	\$39,786	2015
d) COI Construct Eight (8) Box Hangars	\$291,933	2017
e) COI Runway 11-29 Settlement Rehabilitation	\$0	2019
f) TIX Design & Construction of Airfield Lighting	\$0	2019
g) TIX Demolition of Building 52	\$26,000	2018
h) X21 PAPIs	TBD	2019
i) COI PAPIs	TBD	2019
Total Committed Funds	\$374,667	

6) Total Uncommitted Cash	\$1,555,414
----------------------------------	--------------------

CURRENT CAPITAL IMPROVEMENT PROJECT GRANT SUMMARY SHEET

Proposed New Projects

<u>Airport</u>	<u>Project Name</u>	<u>Total Cost</u>	<u>Grant Type</u>	<u>Date Funded</u>	<u>Federal</u>	<u>FDOT</u>	<u>Authority</u>	<u>EXPENSE To Date</u>	<u>BALANCE OF Commitment</u>
TIX	Spaceport Operators License	\$550,865	50/50		\$0		\$279,584	\$279,584	\$0
TIX	Runway End Identifier Lights	\$301,767	90/5/5	2017	\$271,590	\$15,088	\$15,088	\$286,665	\$0
TIX	Design & Construction of Airfield Lighting	\$2,249,400	90/5/5	2018	\$2,024,460	\$112,470	\$112,470	\$175,094	\$0
TIX	Demolition of Building 52	\$130,000	80/20	2018	\$0	\$104,000	\$26,000	\$0	\$26,000
TIX Total:		\$3,232,032			\$2,296,050	\$231,558	\$433,142	\$741,343	\$26,000
COI	RSA Embankment Stabilization-Construction	\$3,975,432	90/5/5	2015	\$3,729,485	\$242,684	\$242,684	\$225,736	\$16,948
COI	North Area Security & Infrastructure	\$1,232,000		2015	\$1,108,800	\$61,600	\$61,600	\$21,814	\$39,786
COI	Design/Construct Eight (8) Box Hangars	\$1,571,100	80/20	2017	\$0	\$1,256,880	\$314,220	\$22,287	\$291,933
COI	Runway 11-29 Settlement Rehabilitation	\$779,200	90/5/5	2019	\$701,280	\$38,960	\$38,960	\$59,825	\$0
COI	Design of South Apron Rehabilitation	\$270,000	90/5/5	2019	\$243,000	\$13,500	\$13,500	\$0	\$13,500
COI	Replace PAPIs	TBD	80/20	2019	\$0	TBD		\$0	\$0
COI Total:		\$3,852,300			\$2,053,080	\$1,370,940	\$428,280	\$103,926	\$345,219
X21	Rehabilitation of Signage and Vault	\$150,000	80/20	2021	\$0	\$120,000	\$30,000	\$0	\$30,000
X21	Replace PAPIs	TBD	80/20	2019	\$0	TBD		\$0	\$0
X21 Total:		\$150,000			\$0	\$120,000	\$30,000	\$0	\$30,000
Grand Totals		\$7,234,332			\$4,349,130	\$1,722,498	\$891,422	\$845,269	\$401,219

Project: TCAA CIP SUMMARY
Date: 9/14/2018
Prepared By: AM



Michael Baker
INTERNATIONAL

AIRPORT	TOTAL COST	FDOT FUNDING	FAA FUNDING	TCAA SHARE	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	
X-21 ARTHUR DUNN	\$ 1,677,000	\$ 308,850	\$ 1,239,300	\$ 128,850	\$ -	\$ 25,100	\$ -	\$ 64,000	\$ 39,750	\$ -	\$ -	\$ -	
COI MERRITT ISLAND	\$ 7,864,056	\$ 580,703	\$ 6,852,650	\$ 430,703	\$ 16,753	\$ 158,200	\$ 52,000	\$ 62,500	\$ 11,750	\$ 4,500	\$ 125,000	\$ -	
TIX SPACE COAST	\$ 34,445,400	\$ 2,702,520	\$ 29,824,560	\$ 1,918,320	\$ 86,500	\$ 118,220	\$ 160,000	\$ 267,750	\$ 277,500	\$ 264,750	\$ 258,600	\$ 485,000	
SUMMARY COSTS	\$ 43,986,456	\$ 3,592,073	\$ 37,916,510	\$ 2,477,873	\$ 103,253	\$ 301,520	\$ 212,000	\$ 394,250	\$ 329,000	\$ 269,250	\$ 383,600	\$ 485,000	
					READY	PROGRAMMED	PLANNED		LONG RANGE PLANNING				
<div>CIP - SAFETY, SUSTAINMENT & RESTORATION</div>													
OPERATIONAL, SAFETY, PRIORITY	\$ 146,023	CAPITAL COSTS REQUIRED FOR M&R OF EXISTING FACILITIES			\$ 28,353	\$ 117,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
INFRASTRUCTURE INVESTMENT	\$ 2,331,850	CAPITAL INVESTMENT IN AIRPORT IMPROVEMENTS TO INCREASE CAPACITY; PROJECTS ARE INDIRECTLY ASSOCIATED WITH INCREASED REVENUES			\$ 74,900	\$ 183,850	\$ 212,000	\$ 394,250	\$ 329,000	\$ 269,250	\$ 383,600	\$ 485,000	
TCAA CIP BUDGET	\$ 2,477,873				\$ 103,253	\$ 301,520	\$ 212,000	\$ 394,250	\$ 329,000	\$ 269,250	\$ 383,600	\$ 485,000	
<div>CIP - REVENUE GROWTH PROJECTS</div>													
REVENUE GROWTH (BUDGET ADD-ONS)	\$ 3,769,320	CAPITAL INVESTMENT THAT WILL DIRECTLY RESULT IN ADDITIONAL REVENUE			\$ 170,220	\$ 258,720	\$ 184,580	\$ 678,200	\$ 909,600	\$ 972,800	\$ 595,200	\$ -	
POTENTIAL REVENUE GROWTH	\$ 1,650,056				\$ -	\$ 108,200	\$ 140,200	\$ 140,200	\$ 260,200	\$ 292,200	\$ 333,752	\$ 375,304	

OPERATIONAL, SAFETY, PRIORITY
INFRASTRUCTURE IMPROVEMENT
CREATES ADDITIONAL REVENUE



TCAA
CIP: Space Coast Regional Airport
9/14/2018
AM

Michael Baker
INTERNATIONAL

PROJECTS	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	DESCRIPTION
Design and Construction: Rehab/Replace Rails**	\$302,000	\$15,100	\$271,800	\$15,100								Replace REIL's on both runways. Total of 8. Existing REIL's are in poor condition and are a constant maintenance issue. Parts are very hard to find for repairs. Wait for FDOT to grant in place before starting design. Get the application into FAA in June.
Design & Construction: Airfield Lighting*	\$2,249,400	\$112,470	\$2,024,460	\$10,000	\$102,470							Immediate need of the Airport. The project includes relocating the electrical vault and all airport lighting along RW 18-36, TW A and TW G (Future Partial Parallel Taxiway).
Sub-Totals:	\$2,551,400	\$127,570	\$2,296,260	\$25,100	\$102,470	\$0	\$0	\$0	\$0	\$0	\$0	
Design and Construction: Demo Bldg 52	\$307,000	\$245,600	\$0	\$61,400								Removal of a very old and dangerous hangar on the airfield. Project includes removal of the facility, site grading, and capping utilities.
Design and Construction: CCTV and New Access Control	\$500,000	\$400,000	\$0				\$100,000					Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc.
Design and Construction: RW 9-27 Rehab	\$5,000,000	\$250,000	\$4,500,000					\$250,000				Design and Construction of the removal of old shoulder pavement on RW 9-27. RW width was narrowed several years ago and the existing pavement was left in place. The pavement now has deteriorated extensively and causing FOD problems. Project would include removal of pavement, backfill of soil and regrading of pavement shoulders. No electrical or RW lighting improvements anticipated.
Runway Length Justification Report	\$45,000	\$2,250	\$40,500						\$2,250			Phase 1 of RW 18-36 Extension. Include data collection and development of justification for runway extension
Design: R/W 18-36 Extension	\$1,500,000	\$75,000	\$1,350,000							\$75,000		Phase 2 of RW 18-36 Extension. This project includes survey, geotech, permitting, and design of the extension and parallel TW.
Construction: R/W 18-36 Extension	\$5,700,000	\$285,000	\$5,130,000								\$285,000	Phase 3 of RW 18-36 Extension. Construction, Construction Admin, and Inspection of the project.
Design: TW G	\$315,000	\$15,750	\$283,500		\$15,750							Design of the future parallel TW G parallel to RW 18-36. This project will incorporate the proposed partial parallel taxiway as well as create a regional storm water facility on the west side of the airport for wildlife hazard mitigation and deletion of several connector taxiways that are in severe condition, non-compliant with the FAA's advisory circular and due for rehab.
Construction: TW G	\$3,200,000	\$160,000	\$2,880,000			\$160,000						Construction of the above project.
Airport Master Plan and ALP Update	\$265,000	\$13,250	\$238,500				\$13,250					Update the ALP to identify future development plans.
EA: Extend T/W A	\$200,000	\$10,000	\$180,000					\$10,000				EA for extending TW A
Design: Extend T/W A	\$400,000	\$20,000	\$360,000							\$20,000		Design of the extension of TW A to RW 18-36 north end. Aircraft utilizing the entire RW must currently back taxi on the RW to access the end. This creates a hazardous condition. To eliminate this condition TW A shall be extended to the RW end.
Construction: Extend T/W A	\$4,000,000	\$200,000	\$3,600,000								\$200,000	Construction, Construction Admin, and Inspection only of TW A extension.
Siting Study: New ATCT	\$90,000	\$4,500	\$81,000				\$4,500					Complete an FAA required siting study to determine the ideal location for the future ATCT.
Short EA / Design: New ATCT	\$350,000	\$17,500	\$315,000					\$17,500				Short EA and Design services for the new ATCT. Existing ATCT is in poor condition. It was originally built as a temporary facility until a new facility could be built. The ATCT is located in prime location for future development.
Construction: New ATCT	\$3,500,000	\$175,000	\$3,150,000						\$175,000			Construction, Construction Admin, and Inspection only of the ATCT.
Design and Construction: South Apron Rehab	\$1,750,000	\$87,500	\$1,575,000						\$87,500			South Apron, Section 4215 will need to be resurfaced per the 2015 PCI. It was assessed with a PCI value of 50.
Northeast Apron and Parking	\$3,272,000	\$163,600	\$2,944,800							\$163,600		Design and construct extension of TW B and adjacent new aircraft parking ramp.
Rehab Fuel Farm	\$500,000	\$400,000	\$0					\$100,000				Design and construct new fuel farm on the south side of the airport.
Obstruction Removal	\$1,000,000	\$50,000	\$900,000									Removal of all major obstructions on the Airport identified in previous study.
Sub-Totals:	\$31,894,000	\$2,574,950	\$27,528,300	\$61,400	\$15,750	\$160,000	\$267,750	\$277,500	\$264,750	\$258,600	\$485,000	
Totals:	\$34,445,400	\$2,702,520	\$29,824,560	\$86,500	\$118,220	\$160,000	\$527,750	\$277,500	\$264,750	\$258,600	\$485,000	
Design and Construction: Bulk Hangars	\$1,300,000	\$1,040,000	\$0				\$260,000					Design and Construction two 50 ft x 50 ft hangars (combines two of the JCAIP projects)
Design and Construction: West Apron Phase 2	\$1,000,000	\$800,000	\$0							\$200,000		Expansion of the west apron into the existing pond location. This project cannot be completed until the regional stormwater facility is completed because this impervious must be accounted for in the regional retention pond.
Sub-Totals:	\$2,300,000	\$1,840,000	\$0	\$0	\$0	\$0	\$260,000	\$0	\$0	\$200,000	\$0	
Totals:	\$36,745,400	\$4,542,520	\$29,824,560	\$86,500	\$118,220	\$160,000	\$527,750	\$277,500	\$264,750	\$458,600	\$485,000	

OPERATIONAL, SAFETY, PRIORITY
INFRASTRUCTURE IMPROVEMENT
CREATES ADDITIONAL REVENUE



TCAA
CIP: Space Coast Regional Airport
9/14/2018
AM

Michael Baker
INTERNATIONAL

PROJECTS	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	DESCRIPTION
Replace PAPIs	\$152,000	\$7,600	\$136,800		\$7,600							Existing PAPIs are non-operational and beyond repair. Replace both existing PAPIs, their foundations and bury new conduit with conductor. Minor vault modifications are necessary.
Design: Runway 11-29 Rehab	\$65,056	\$3,253	\$58,550	\$3,253								Design and Bidding to remediate the settlement under Runway 11-29 and to rehab the paved section within the affected area.
Sub-Totals:	\$217,056	\$10,853	\$195,350	\$3,253	\$7,600	\$0	\$0	\$0	\$0	\$0	\$0	
Access Control System	\$250,000	\$200,000	\$0				\$50,000					Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc.
Mitigation Maintenance and Monitoring	\$120,000	\$6,000	\$108,000		\$6,000							Continuation of mitigation maintenance and monitoring
North Area Sec. and Inf.	\$1,232,000	\$61,600	\$1,108,800		\$61,600							Heavy civil project on the north side of the airport. Scope includes removal of septic systems, construction of regional storm water pond, sanitary collection and forcemain, fencing upgrades and other drainage improvements.
Design: Rehab South Apron	\$270,000	\$13,500	\$243,000	\$13,500								Existing apron is in poor condition and needs to be rehabilitated. PCI is in the very poor category based on 2012 inspection report. In addition, the existing apron is built below the flood plain and must be raised. Milling and resurfacing is planned with overbuild in areas below Flood Plain.
Construction: Rehab South Apron	\$2,700,000	\$135,000	\$2,430,000		\$83,000	\$52,000						Same as above.
Airport Master Plan and ALP Update	\$235,000	\$11,750	\$211,500					\$11,750				Update the master plan and ALP to reflect the updates and vision of the airport.
Design and Construction: Runway 11-29 Rehab	\$2,500,000	\$125,000	\$2,250,000							\$125,000		Mill and resurface the RW. The 2012 PCI was satisfactory however the report indicates it will need to be resurfaced in 2020. The programmed cost includes \$1M for remediation of the subsistence (dip) near the RW29 aiming points.
Land Acquisition	\$250,000	\$12,500	\$225,000				\$12,500					Triangle Parcel near south entrance. 2.44 acres. Parcel ID: 25-36-01-53-B.1
WHMP	\$90,000	\$4,500	\$81,000						\$4,500			Wildlife hazard management plan to address birds and other wildlife that have made negative impacts on the safety of the airport.
Sub-Totals:	\$7,647,000	\$569,850	\$6,657,300	\$13,500	\$150,600	\$52,000	\$62,500	\$11,750	\$4,500	\$125,000	\$0	
Totals:	\$7,864,056	\$580,703	\$6,852,650	\$16,753	\$158,200	\$52,000	\$62,500	\$11,750	\$4,500	\$125,000	\$0	
Design and Construction: FBO Office	\$1,434,000	\$1,147,200	\$0		\$114,720	\$172,080						Phase 1A of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project includes constructing a facility for the public to have an FBO on the east side of the airport. Approximately 4,000 sf. of office space and 8,000 sf of hangar space.
Design and Construction: Maintenance Hangar	\$1,466,000	\$1,172,800	\$0				\$293,200					Phase 1B of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project includes constructing a facility for the public to have an FBO on the east side of the airport. Approximately 4,000 sf. of office space and 8,000 sf of hangar space.
Design: Port-A-Port Hangar Replacement	\$131,100	\$104,880	\$0	\$26,220								Eight (8) Port-A-Port style hangars are shown as Existing Item number 23 on the Airport's approved Layout Plan and identified for demolition and replacement under the future building data table as Item J, Eight (8) Box Hangars, 35' x 42' with 22' maximum height). The Port-A-Port hangars have surpassed their expected service life where the cost to repair or rehabilitate has exceeded more than 50% of the value of the structures.
Construction: Port-A-Port Hangar Replacement	\$1,440,000	\$1,152,000	\$0	\$144,000	\$144,000							Construction of above project
Design and Construction: Hangar (SCH)	\$1,348,000	\$1,078,400	\$0					\$269,600				Phase 3 of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. The hangar that Sebastian Communications (SC) currently operates from is in very poor condition, it is beyond the building restriction line and it penetrates the Part 77 surface. The construction of a new hangar in the appropriate location will resolve all of these issues. The Airport has determined in previous analysis by others that the appropriate size of this hangar should be nearly 70' by 70'. The ALP identifies a corporate hangar to be constructed. Approximately 5,000 sf of hangar and office space.
Design and Construction: North Apron	\$1,914,000	\$1,531,200	\$0						\$382,800			Phase 4 of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project would demolish the existing hangar vacated in Phase 3 and provide construction of new apron and rehabilitation of adjoining pavements that are in poor condition. This project will serve the increasing public requirement for additional apron space near the FBO.
Design and Construction: Box Hangars	\$1,546,000	\$1,236,800	\$0							\$309,200		Phase 5 of the multi-phase/year approach is to add Box Hangars. Merritt Island Airport currently has a waiting list for general aviation storage hangars that has 117 people in it as of September 2014. This project will provide a small relief to the list. The top person on the list has been waiting since 2008.
EA: Taxilane Development	\$250,000	\$12,500	\$225,000			\$12,500						EA for Alternative A T-Hangar Development
Design and Construct: Taxilane Development	\$2,500,000	\$125,000	\$2,250,000			\$125,000						Design and Construction of the taxilane(s) for entire development
Fuel Farm Design and Construction	\$450,000	\$360,000	\$0						\$90,000			New fuel farm on the south side of the airport.
Design and Construct: T-Hangar Development (16 Units)	\$3,200,000	\$2,560,000	\$0					\$640,000				Design and construction of 16 T-Hangars
Sub-Totals:	\$15,679,100	\$10,480,780	\$2,475,000	\$170,220	\$258,720	\$184,580	\$418,200	\$909,600	\$472,800	\$309,200	\$0	
Totals:	\$23,543,156	\$11,061,483	\$9,327,650	\$186,973	\$416,920	\$236,580	\$480,700	\$921,350	\$477,300	\$434,200	\$0	

OPERATIONAL, SAFETY, PRIORITY
INFRASTRUCTURE IMPROVEMENT
CREATES ADDITIONAL REVENUE



TCAA
CIP: Arthur Dunn Airpark
9/14/2018
AM



												DESCRIPTION
PROJECTS	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	
Replace PAPIs	\$152,000	\$7,600	\$136,800		\$7,600							Existing PAPIs are non-operational and beyond repair. Replace both existing PAPIs, their foundations and bury new conduit with conductor. Minor vault modifications are necessary.
Sub-Totals:	\$152,000	\$7,600	\$136,800	\$0	\$7,600	\$0	\$0	\$0	\$0	\$0	\$0	
Access Control System	\$150,000	\$120,000	\$0				\$30,000					Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc. This project will be combined into a future larger project across all 3 airports.
Design: Various Apron and T/W Rehab	\$80,000	\$4,000	\$72,000				\$4,000					Design services for the rehabilitation of multiple pavement areas identified in the 2012 PCI report as needing immediate repair. Repair is anticipated to be milling and resurfacing.
Construction: Various Apron and T/W Rehab	\$720,000	\$36,000	\$648,000					\$36,000				Construction, Construction Admin, and Inspection of milling and resurfacing of various pavements on the airfield.
Design and Construction: Turf Runway Stabilization	\$350,000	\$17,500	\$315,000		\$17,500							Existing turf RW is heavily used. Complaints from users about the smoothness of the surface have been expressed. Areas of the surface will need to be regraded and compacted for long term use. The transition as the turf runway crosses pavement areas is a concern and needs attention. Look at adding orange cones for utility runway visibility.
ALP Update with Narrative	\$75,000	\$3,750	\$67,500					\$3,750				ALP update with Narrative to focus on the airport development plans.
Rehab Signage and Vault	\$150,000	\$120,000	\$0				\$30,000					The electrical vault and airfield signage are in poor condition and past their useful design life; the scope of the project is to replace the existing airfield signage and reconstruct the electrical vault in an adjacent location.
Sub-Totals:	\$1,525,000	\$301,250	\$1,102,500	\$0	\$17,500	\$0	\$64,000	\$39,750	\$0	\$0	\$0	
Totals:	\$1,677,000	\$308,850	\$1,239,300	\$0	\$25,100	\$0	\$64,000	\$39,750	\$0	\$0	\$0	
Design and Construction: 3-Hangar Addition	\$430,000	\$344,000	\$0							\$86,000		Design and Construction of 3 hangars at X21 to support growth and demand of aviation tenant space.
Design and Construction: Corporate Hangar	\$2,500,000	\$2,000,000	\$0						\$500,000			Design and Construction of corporate hangar under 12,000SF to support growth and demand of aviation tenant space.
Sub-Totals:	\$2,930,000	\$2,344,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$86,000	\$0	
Totals:	\$4,607,000	\$2,652,850	\$1,239,300	\$0	\$25,100	\$0	\$64,000	\$39,750	\$500,000	\$86,000	\$0	