



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

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

AGENDA
REGULAR MEETING
FEBRUARY 20, 2020 AT 8:30 A.M.

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*** NOTE TO ALL PUBLIC ATTENDEES:**

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

Salute to Flag - Pledge of Allegiance.

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

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

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

1. January 16, 2020 - Regular Meeting

- b. Resolution Approving an FAA Grant for the Replacement of the Minimum Equipment List (MEL) Tower Equipment at Space Coast Regional Airport
- c. Resolution Approving an FDOT Grant for the Replacement of the Minimum Equipment List (MEL) Tower Equipment at Space Coast Regional Airport

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

- a. Discussion and Consideration of a Space Use Permit for Florida Biplanes at TIX

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
MARCH 19, 2020 AT 8:30 A.M.

ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING ACF 3230

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

XI. INFORMATION SECTION:

a. Chief Executive Officer Report

- Meeting with Commissioner Lober, Mr. Lilley, and the VAC Discussing a Possible Joint Air Show
- Conference Call with a Large Development Group
- Meeting with Mag Aero Reps discussing Possible Expansion Plans
- Quarterly Economic Development Luncheon
- Meeting with Mr. Scott Larese and Ms. Peggy Busacca Discussing Surrounding Land Use
- Meeting with PAA Reps Discussing Possible Expansion Needs
- Meeting with EFSC and Reps from Alpena College Discussing the Spaceport Application Process
- Meeting with BRPH and a Client Interested in Possibly Relocating to TIX from Out West
- Lunch Meeting with the County EDC and an International Company Interested in Possibly Locating/ Expanding to TIX
- Meeting with New KB Homes Rep and Their Consultant About Possible Partnering on a New Road Out to SR 407
- Meeting with Family Members of Mr. Dunn
- Meeting with County EDC and Client for a Site Visit
- Meeting with USATS Discussing Possible Opportunities
- Multiple Phone Conversations with the Owner of a Flight School Interested in Possibly Locating/ Expanding to TIX
- Meeting with an Individual Regarding Multiple Possible Facilities at TIX
- Site Visit by International Company Interested in Possibly Locating/ Expanding to TIX

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,

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

Mr. Jerry Sansom
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on January 16, 2020 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. John Craig, Vice Chairman; Mr. Harry Carswell, Treasurer; Mr. Al Elebash, Secretary; Mr. Roger Molitor; Mr. Donn Mount; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Mr. Jerry Sansom, Chairman, was in attendance via teleconference.

Call to Order

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

Approval of the Agenda

Mr. Craig asked if there were any proposed changes to the Agenda. Mr. Powell stated that Voyager Aviation at Merritt Island Airport requested to be put on the Agenda for approval to be allowed to self-fuel. Mr. Craig asked if there was documentation for the item. Mr. Powell stated that he had copies to hand out. Mr. Mount made a motion to add the item to the agenda as Item G. Mr. Elebash seconded. Mr. Craig called the question. There were no objections. Motion passed.

Mr. Craig called for a motion to approve the Agenda. Mr. Elebash made a motion to approve the Agenda as amended. Mr. Mount seconded. Mr. Craig called the question. Motion passed.

Appearances – None**Presentations – None****Consent Agenda****Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:****1. December 19, 2019 – Regular Meeting**

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

New Business**Item A – Discussion and Consideration of a Space Use Permit for Webb Honey at Space Coast Regional Airport**

Mr. Powell gave an overview of the item, stating that Mr. David Webb had several small spots throughout Brevard County for bee hives, including some of the

property owned by the Airport Authority. Mr. Powell stated that a couple of years ago, Mr. Webb had asked Staff to expand his sites for a total of three. Mr. Powell stated that, because the hives were moved around frequently, there were several times throughout the year that Mr. Webb wasn't on any of the sites. Mr. Powell also stated that Mr. Crisafulli didn't have a problem in the event that Mr. Webb may need to use one of the sites that were in his leasehold. Mr. Powell stated that the Webb Honey space use permit was termed on a year-to-year basis, and Mr. Webb was seeking a renewal.

Mr. Mount made a motion to renew the Webb Honey space use permit. Mr. Carswell seconded. Discussion continued.

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

Item B – Discussion and Consideration of New Legal Services Contract for the Titusville-Cocoa Airport Authority

Mr. Powell gave an overview of the item, stating that Mr. Bird was starting his own firm, adding that Gray Robinson was chosen in large part because of Mr. Bird's experience with Aviation. Mr. Powell explained that Gray-Robinson didn't have a problem if the Airport Authority wanted to move over to Mr. Bird's new firm, Whitebird. Mr. Powell stated that he was seeking direction from the Board on whether they wanted to stay with Mr. Bird or put out another Request for Qualifications. Discussion continued.

Mr. Molitor made a motion to keep Mr. Bird on as legal counsel. Mr. Mount seconded. Discussion continued.

Mr. Craig stated that he was concerned that the contract was with Gray-Robinson, and wondered if the Airport Authority needed a letter from them to terminate that contract. Mr. Bird stated that legal services didn't fit the standard, and were not binding, adding that it was a non-exclusive agreement. Mr. Bird stated that it was up to the Board if they wanted to terminate the contract. Mr. Bird also stated that there would be no rate change. Discussion continued.

Mr. Craig asked if there was ever a time when the Airport Authority needed to use Gray-Robinson, would the rate be the same. Mr. Bird answered that it would stay the same.

Mr. Craig re-stated the motion and called the question. There were no objections. Motion passed.

Item C – Discussion and Consideration of a Lease at 925 Singleton Avenue at Arthur Dunn Airpark

Mr. Powell gave an overview of the item, stating that this was a non-commercial lease and wouldn't normally be brought to the Board, but because there were new Board Members, Staff wanted to be sure that everyone on the Board was aware.

Mr. Molitor made a motion to approve the increase in rent at 925 Singleton Avenue. Mr. Elebash seconded. Mr. Craig called the question. There were no objections. Motion passed.

Item D – Discussion and Consideration for the Road Agreement Issue with KB Homes

Mr. Powell gave the Board a brief background on the item, stating that several years ago the Airport Authority had gotten into a road agreement with what was then Fort McCauley/Willow Creek. Mr. Powell explained that at that time the developer needed two forms of ingress and egress to maximize the development, and they had asked if they could build a road on Airport Authority property to the west of Space Coast Regional Airport. Mr. Powell explained that the development never came to fruition and the Board determined not to pursue the road. Mr. Powell stated that Mr. Bird was notified that the issue was still hanging, and that the Airport Authority needed to act on it. Mr. Powell stated that his recommendation was to resolve to dismiss the case. Discussion continued.

Mr. Molitor made a motion to approve the recommendation by Mr. Powell. Mr. Mount seconded. Discussion continued.

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

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

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

Mr. McDaniel presented Pay Request Number 11 in the amount of \$261,058.85 from H.L. Pruitt, which was for the Airfield Lighting Rehabilitation Project at Space Coast Regional Airport.

Mr. Molitor made a motion to approve the pay request. Mr. Mount seconded. Mr. Craig called the question. There were no objections. Motion passed.

Mr. McDaniel presented Pay Request Number 19 in the amount of \$4,983.94 from Sterling Enterprises, LLC, which was for the Runway 11/29 Safety Area Stabilization and Improvements Project at Merritt Island Airport.

Mr. Molitor made a motion to approve the pay request. Mr. Elebash seconded. Mr. Craig called the question. There were no objections. Motion passed.

Mr. McDaniel stated that the public meeting for the Spaceport License went well, and the 180 day clock would end in May. Discussion continued.

Mr. McDaniel gave an update on the Box Hangars Project at Merritt Island Airport. Discussion continued.

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

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

Mr. Hambrecht presented Pay Request Number 4 in the amount of \$4,983.94 from AVCON, Inc., which was for the PAPI Replacement Project at Merritt Island Airport.

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

Mr. Hambrecht gave an update on the project. Discussion continued.

Item G – Discussion and Consideration to Allow Voyager Aviation at Merritt Island Airport to Self-Fuel

Mr. Powell gave an overview of the item, stating that Voyager Aviation had already acquired a fuel truck and was seeking approval to self-fuel. Mr. Powell explained that their current lease didn't allow for self-fueling, and they were informed of that. Mr. Powell stated that Chief Terry Wooldridge had inspected the truck. Mr. Powell stated that he recommended to allow Voyager to self-fuel, but only based on them acquiring a certificate of insurance. Mr. Mount made a motion to approve the item. Mr. Carswell seconded. Discussion continued.

Mr. Craig asked Mr. Bird if there were any legal issues. Mr. Bird stated that a case like this was always a delicate dance and that self-fuelers had less restrictions. Mr. Bird stated that the Board would have to evaluate the risk vs. the reward.

Mr. Craig stated that in Mr. Powell's overview, he had stated that Voyager may someday be a commercial provider, and he wasn't comfortable if it was a step that way. Discussion continued.

The Board discussed fueling fees, and whether or not self-fueling should be subject to that. Mr. Elebash stated that although they wouldn't be selling the fuel outright, but they would be using the fuel on their commercial aircraft. Mr. Mount stated that he would like to see if the Airport Authority could leverage some kind of fee. Discussion continued.

Mr. Molitor amended the motion to include language that would require a fuel flowage fee equal to what the other fuel providers paid. Mr. Mount seconded the motion to amend. Mr. Craig called the question. There were no objections. Motion passed.

Mr. Craig called the question on the original motion. There were no objections. Motion passed.

Mr. Mount exited the meeting at 9:35 a.m.

Information Section

CEO Report

Mr. Powell reported that stated that he had a meeting with a representative from UCF, and Staff was still working on trying to do something for Eastern Florida State College (EFSC) with regards to development and starting their program at Space Coast Regional Airport. Mr. Powell stated that the meeting was to see if there was the possibility of bringing in a UCF incubator program to Space Coast Regional Airport and co-locating with EFSC. Mr. Powell stated that the meeting went very well. Discussion continued.

Mr. Powell briefly discussed project updates at the airports. Discussion continued.

Mr. Molitor asked Mr. Powell if there was any news about the large company that the EDC had brought to Space Coast Regional Airport and the possibility of them locating there. Mr. Powell stated that Staff had spoken with the EDC and they had not heard anything further except that Space Coast Regional was still in the running. Discussion continued.

Mr. Craig stated that anytime Staff was involved with the EDC, he felt it was important to keep the dialogue going with them, but to also keep the Board updated via email between meetings if there was anything that came from the EDC. Mr. Craig stated that he felt there would be an opportunity for the Board to be more involved if they knew a little bit more about it. Mr. Craig stated that the Board wanted to be more involved in the business development side, which got back to having some sort of business development plan on how Staff procedurally handled and monitored cold calls, outreach, EDC and everything that came in. Mr. Craig stated that he would like to see something on paper.

Mr. Powell concluded his report.

Attorney Report – None

Check Register & Budget to Actual

Mr. Powell stated that the financials had been provided and he would be happy to answer any questions.

Administration & Project Reports

Mr. Powell stated that the report was provided, and there weren't a lot of changes.

Authority Members Report

Mr. Molitor stated that he had a request from an acquaintance for a hangar space with a 45 foot door opening for about two nights. Mr. Powell stated that he would he would ask around to see if anyone could help. Discussion continued.

Mr. Molitor stated that he would like to propose that the Board firm up their voting procedures and would like to add to the next meeting agenda an analysis on how the Board voted. Mr. Molitor recommended that if there was ever any one dissension amongst the board members, it would then become a roll call. Mr. Craig stated that any one board member could ask for a roll call vote. Mr. Craig asked if Mr. Bird could look at that issue. Mr. Sansom stated that he felt the Board should retain the flexibility to move the meeting as the Board saw fit. Discussion continued.

Mr. Craig recommended putting it on the next agenda for discussion. Mr. Powell also suggested that when Mr. Bird is looking into the issue to also check if a Board member can vote via teleconference. Discussion continued.

Mr. Sansom announced that he would not be at the next meeting.

Public & Tenants Report

Mr. Craig recognized Mr. Kevin Panik, a tenant at Space Coast Regional Airport. Mr. Panik stated that he was hearing talk regarding the new box hangars at Merritt Island about the hangars themselves not meeting the needs of the people on the waitlist that may not want that style of hangar. Mr. Panik offered some ideas and possible solutions regarding that. Mr. Panik discussed the self-fueling item and how he felt it was put through too quickly.

Mr. Craig recognized Mr. Don White, EAA 724. Mr. White stated that the next Young Eagles event would be on the 25th of the month and that there were 180 kids registered and 15 pilots had signed up. Mr. White stated that if any pilots were interested in helping to please call him. Mr. White stated that the other EAA chapter had hosted the Ford Tri-Motor at Space Coast Regional Airport, and they did a great job.

Adjournment

Mr. Craig adjourned the meeting at 9:52 a.m.

JERRY SANSOM, CHAIRMAN

AL ELEBASH, SECRETARY



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

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

MEMORANDUM

TO: Members of the Airport Authority

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

DATE: February 20, 2020

ITEM DESCRIPTION - NEW BUSINESS ITEM A

Discussion and Consideration of a Space Use Permit for Florida Biplanes at TIX

BACKGROUND

Florida Biplanes, Inc. is currently in a lease at Merritt Island Airport operating a biplane site-seeing business. Florida Biplanes' business continues to grow and the organization wishes to expand.

Mr. Mark Grainger has expressed great interest in utilizing a Space Use Permit for a small area to the far northeast side of TIX, just inside the fence for helicopter sightseeing tours. Florida Biplanes did this with a biplane in 2015 and there were no apparent issues with that operation.

ISSUES

The area requested is relatively small with no permanent structures for a short duration to simply see if there is interest.

ALTERNATIVES

The Board could allow, not allow, or offer some modification to the terms of the Space Use for Florida Biplanes.

FISCAL IMPACT

The monthly amount would be \$163.33, plus any applicable taxes for at least six months.

RECOMMENDED ACTION

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

SPACE USE PERMIT

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

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

Name: **FLORIDA BIPLANES, INC.**

Address: 475 Manor Drive, Hangar #5
Merritt Island, FL 32952

Contact: MARK GRAINGER, President

Telephone: _____ Fax: _____

Email: _____ Cell: _____

Company Financial Billing Contact(s):

Name: Mark Grainger, President

Address: SAME AS ABOVE

Telephone: _____ Fax: _____

E-mail: _____

Company – 24 Hour Emergency Contacts – minimum of 2 contacts required

Name & Title: Mark Grainger, President

Address: _____

Telephone: _____ Fax: _____

Pager: _____ Cell: _____

Email: _____ Other: _____

Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

Pager: _____ Cell: _____

Email: _____ Other: _____

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

Staging of a helicopter inside the fence at TIX for the purpose of high visibility display, promoting and facilitating sightseeing rides for customers

3. **Space/Area to be Occupied.** Company is authorized to use the space at Airport described in **Attachment A-1**, and depicted on **Exhibit "A"** as "Proposed Permit Area"

4. **Consideration-Space Rental.** In consideration for the rights granted hereunder by Authority, Company hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Attachment A-2** plus any and all sales or use taxes due thereon.

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

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

5. **Term.** This Permit is effective, from the date of execution, to permit use or occupancy for a period of six (6) months, unless sooner terminated in accordance with the terms and provisions hereof. So long as Company is not in default, Company shall have the option to renew for one (1) additional six (6) month period. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least ninety (90) days written notice of its intention to do so.

6. **Amount of Insurance Required.** Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs K(1) and K(2) hereof. The amounts of coverage are specified in **Attachment A-3**.

7. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in **Attachment A-4**.

8. **Utility and Service Charges.** Except as otherwise expressly shown on **Attachment A-5**, Company shall be responsible for all utility and service charges.

9. **Additional Terms and Conditions.** Company does hereby further agree to abide by all of the terms and conditions attached hereto. Special Terms and Conditions are shown in **Attachment A-6**.

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

FLORIDA BIPLANES, INC.

TITUSVILLE-COCOA AIRPORT AUTHORITY

BY: _____

Mark Grainger, President

DATE: _____

BY: _____

Michael D. Powell, CM, ACE, CEO

DATE: _____

ATTACHMENT A
SPACE USE PERMIT

A-1. SPACE/AREA TO BE OCCUPIED.

<u>Location</u>	<u>S.F.</u>	<u>Rate</u> <u>P.S.F</u>	<u>Annual Rate</u> (Applicable sales tax not included)	<u>Monthly</u> <u>Rate</u> (Applicable sales tax not included)
Far Northeast Corner at TIX	7,000	\$.28	\$1,960.00	\$163.33
		TOTAL	\$1,960.00	\$163.33

Exhibit "A" Attached – shaded area depicted as "Proposed Permit Area".

A-2. SPACE RENTAL CHARGE

ANNUAL: \$ 1,960.00 MONTHLY: \$ 163.33 Plus applicable sales tax

The Space Rental Charge is also the Minimum Monthly Charge when a Percentage of Receipts amount is specified in this Permit.

A-3. INSURANCE REQUIREMENTS

The minimum coverage required is:

Automobile Liability **\$1,000,000**

Commercial General Liability **\$1,000,000**

Workers Compensation **As required by the laws of Florida.**

Employer's Liability **\$100,000 each accident, \$500,000 disease-policy
limit and \$100,000 disease-policy-each employee**

Evidence of current coverage is to be kept on file with the Authority

A-4. AMOUNT OF SECURITY DEPOSIT

One month security deposit in the amount of \$163.33

A-5. UTILITY & SERVICE CHARGES.

All utilities and service charges are the responsibility of the Company.

A-6. SPECIAL CONDITIONS - None.

TITUSVILLE-COCOA AIRPORT AUTHORITY

TERMS AND CONDITIONS OF SPACE USE PERMIT

A. **Maintenance of Assigned Space.** Company accepts the space, if any, assigned under Attachment A-1 hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is," and Company shall be responsible for maintaining the Assigned Space in good, clean and attractive condition. Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Permit shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof: Company shall promptly pay or reimburse Authority for the cost to Authority of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein. Company shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Assigned Space without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

B. **Company's Property.** Any and all property belonging to, or brought onto the & reported by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to Authority's right of approval as set forth in paragraph A hereof, Company may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Company's property located in the Assigned Space which are available to it under the laws of the State of Florida, and Company shall not remove or permit the removal of any or such property until all amounts secured by such liens have been paid and all other defaults under this Permit have been cured.

C. **Authority's Right to Enter.** Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. **Utilities.** Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access.** Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments.** Company shall pay, on or before the due date established therefore, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Assigned Space or at the Airport. If the term of this Permit expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Permit commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Permit was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Permit is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Permit was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Paragraph F shall survive the expiration or earlier termination of this Permit. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of Florida or the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Company.

G. **Rules and Regulations.** Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Assigned Space or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

H. **Percentage Fees.** In the event that the consideration to be paid under Paragraph 4 hereof is based in whole or in part on a percentage of Company's "Gross Receipts," such term as used herein shall mean all amounts billed or received by Company or any agent of Company or sublessees from its business at the Airport, excluding only (i) the amount of all

credits and refunds to customers actually made by Company. (ii) the amount of any federal, state or municipal sales or other similar taxes separately stated to and paid by customers of Company now or hereafter levied and imposed and (iii) the proceeds from the sale of capital assets. If Company shows the percentage of Gross Receipts payable to Authority as a separate charge to Company's customers, then this separate charge must also be included in Company's Gross Receipts.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for goods or services is not assessed, charged or collected, irrespective of the reason therefore, then the amount of Company's customary charge therefore shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Permit.

On or before the fifteenth (15th) day of each calendar month during the term hereof and of the calendar month immediately following the end of the term, Company shall deliver to Authority a statement signed by an officer of Company, in such form and with such detail as Authority may reasonably request, setting forth Company's Gross Receipts (as the same are hereinbefore defined) during the preceding calendar month, and separately identifying all receipts derived by Company during such month which have been excluded from the computation of Gross Receipts, together with payment of the Percentage Fees due by reason thereof.

Company shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles. Such books and records of the Company shall contain itemized records of all amounts billed or received by the Company from its operations in the Assigned Space or otherwise hereunder. The Company shall supply to the Authority, within thirty (30) days of the Authority's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Authority may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Company. In addition, the Company shall account for all revenues of any nature related to transactions in connection with this Permit entered into in the Assigned Space or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Company and which supports the amounts reported to the Authority in the Company's monthly Gross Receipts reports prepared in accordance with Paragraph 4-b. In the event of any conflict between any provision of this Permit and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Permit shall control even where this Permit references such principles or standards.

Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Authority at its offices, (b) a computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Records maintained by the Company in the form of electronic media shall be provided to the Authority in electronic read only form compatible with computers utilized by the Authority if requested in such form by the Authority. The Executive Director may require the Company to provide any other records the Executive Director

determines, in his or her opinion, are necessary to enable the Authority to perform an accurate audit of the Company's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority. All such original books and records shall upon reasonable notice from Authority be made available, either at the Assigned Space, if assigned, or at the offices of the Authority, for inspection, examination or audit by Authority through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation is commenced relating to this Permit by the Authority, such books and records shall continue to be maintained by Company, and Authority shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection at the Assigned Space will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Company's business.

Should the Company not wish to make its original books and records available for inspection at the Airport, the Company shall have the option of having representatives of the Authority inspect the Company's books and records at a location where the Company maintains its records within forty five (45) days of Authority's request to inspect Company's books and records. Should the Company elect to have the inspection, examination or audit performed at a location outside the limits of Brevard County, the Company shall pay the Authority for travel expenses incurred in connection with such inspection, examination or audit in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Authority shall bill the Company for such travel expenses and the Company shall promptly pay such bill. Authority shall further have the right, upon reasonable written notice to Company, to cause an audit to be made of the books and records of Company and its assignees and agents which relate to its operations at the Airport to determine the correctness of the Percentage Fees paid by Company hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Company shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Company also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any inspection, examination or audit as the Authority deems necessary. If, as a result of such audit, it is established that Percentage Fees have been underpaid to Authority, Company shall forthwith, upon written demand from Authority, pay the difference to Authority, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Company has understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Company.

I. **Indemnification.** Company agrees to indemnify, defend and hold completely harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents of cache, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Company's operations thereon, or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, invitees or licensees. regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Company or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Company to keep, observe or perform any of the covenants or agreements in this Permit to be kept, observed or performed by Company. The provisions of this Paragraph I shall survive the expiration of earlier termination of the term of this Permit with respect to any acts or omissions occurring during the term of this Permit.

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

J. **Waiver of Damage.** Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

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

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Titusville-Cocoa Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be named as additional insured's, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such

company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 6 hereof, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Company's covenants to and indemnification of the Authority under this Permit, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers compensation liability, if in compliance with Florida law. Employers Liability coverage is also required with limits of liability not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease-each employee.

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

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

M. Default. In the event that Company shall fail to remit any payment due to Authority under Paragraph 4 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 4 of this Permit due and payable forthwith; or Authority may elect to terminate this Permit and resume possession of the Assigned Space. thereafter using the same for its own purposes without having to account to Company therefore; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Permit, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to

surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes.

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

O. **Holding Over.** It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Permit (including a termination under paragraph M hereto) without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to double the monthly rent specified in Paragraph 4 hereof; and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Permit or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Permit.

P. **Costs and Attorneys' Fees.** In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action to enforce any provision of this Permit or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

Q. **Notice.** Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Permit or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by hand to the Office of the Executive Director, Titusville-Cocoa Airport Authority, Space Coast Regional Airport, Titusville, Florida, provided Company obtains a written acknowledgment of receipt therefore from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Titusville-Cocoa Airport Authority
Attention: Michael D. Powell, CM, ACE, Chief Executive Officer
355 Golden Knights Boulevard
Titusville, FL 32780

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

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

S. **Interest on Sums Due Authority.** Any sums payable by Company to Authority under any provision of this Permit which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

T. **Security Deposit.** In the event that a security deposit is required under Paragraph 7 hereof, Company shall deposit such sum with Authority upon execution of this Permit, and such sum shall be retained by Authority as security for the faithful performance of Company's obligation hereunder. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Company, without interest, within sixty (60) days after the end of the term of this Permit. The Authority will not pay interest on any security deposit.

U. **Brokerage Commissions.** Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by Authority to any person or entity in connection with this Permit, and Company does hereby agree to indemnify, defend and hold completely harmless Authority from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Authority as a result of any claims therefore.

V. **Authority's Reserved Rights.**

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefore.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such

improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

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

W. Discrimination Not Permitted.

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Permit; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Company shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Company shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Company authorize another person, with Authority's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Company shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Company shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirement as a part of this Permit.

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

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

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

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

X. Federal Aviation Administration Requirements.

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

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

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

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

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

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

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

Y. Foreign Trade Zone Requirements.

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

Z. Hazardous Materials.

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

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

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

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

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

(3) **Environmental Indemnity.** Company shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Permit as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Z(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Company, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations to determine whether Company has breached its obligations under subparagraph Z(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

AA. **Miscellaneous.**

(1) the paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

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

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

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

(5) This Permit shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member (including, without limitation, members of Authority's Board), officer, employee or agent, as

such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Permit or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Permit.

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

(8) 'This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Permit may be altered or amended only by written instrument executed by both parties hereto.

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

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

PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Company under this Permit, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the

equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Permit to be executed the day and year first above written.

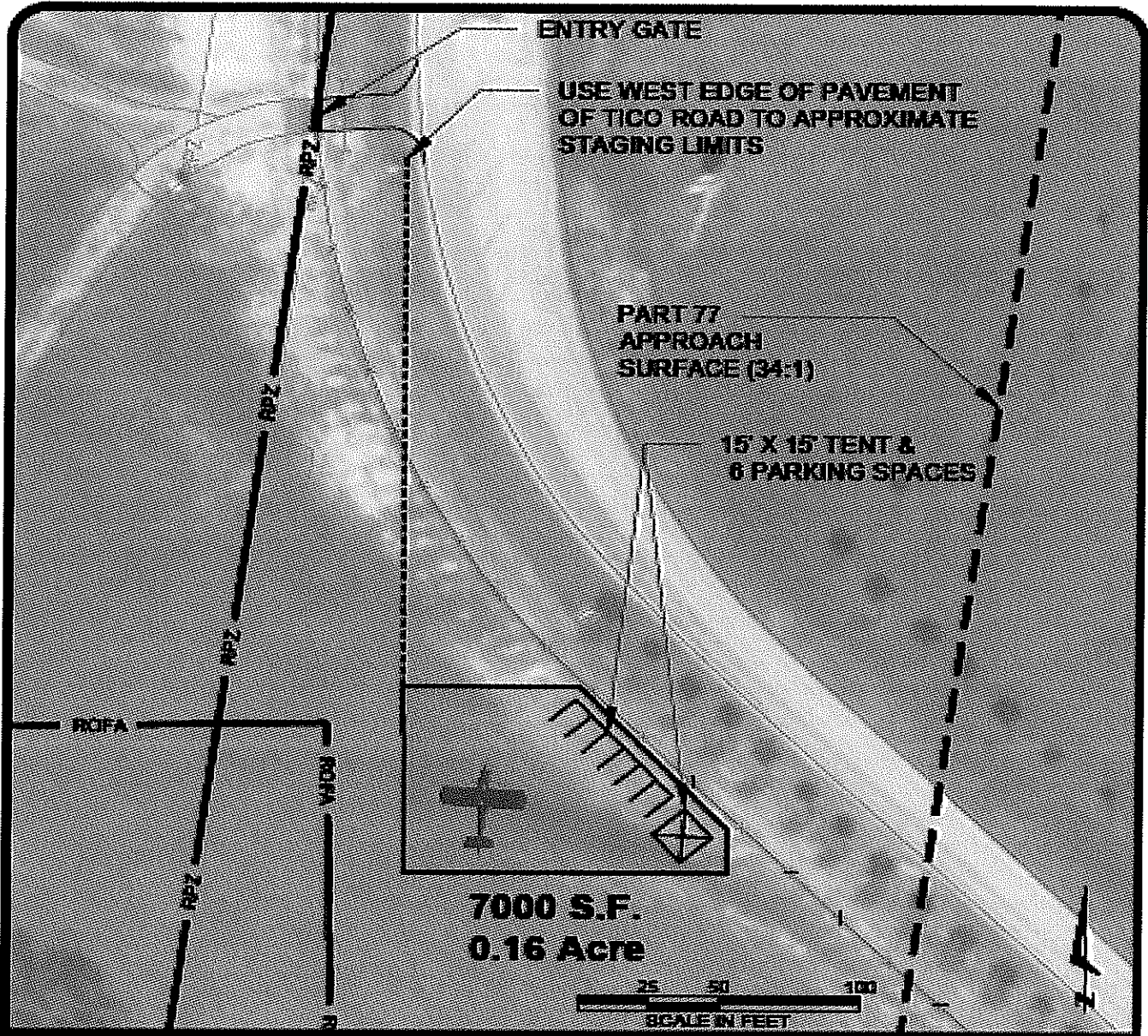
TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____
Michael D. Powell, C.M., ACE, CEO

FLORIDA BI-PLANES, INC.

By: _____
Mark Grainger, President

EXHIBIT "A"
SPACE/AREA TO BE OCCUPIED



Michael Baker
INTERNATIONAL





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: February 20, 2020

ITEM DESCRIPTION - NEW BUSINESS ITEM B

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

BACKGROUND

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

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

ISSUES

All projects are moving forward.

ALTERNATIVES

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

FISCAL IMPACT

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

RECOMMENDED ACTION

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



AVCON, INC.
Engineers & Planners

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

INVOICE

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

January 16, 2020

Project No: 2019.0045.05
Invoice No: 117085
Pay App #5

Project 2019.0045.05 COI - PAPI Replacement Design & Bidding

Need TO Number

Via email to Ashley Campbell at acampbell@flairport.com

Professional Services from December 01, 2019 to December 31, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Fee	34,975.00	98.25	34,362.94	32,963.94	1,399.00
Total Fee	34,975.00		34,362.94	32,963.94	1,399.00
		Total			1,399.00
				Total this Invoice	\$1,399.00

Outstanding Invoices

Number	Date	Balance
116905	12/6/2019	4,983.94
Total		4,983.94

Mark Drell
2/7/20

m



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Engineers & Planners

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INVOICE

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

January 16, 2020

Project No: 2019.0045.03

Invoice No: 117083

Pay APP #6

Project 2019.0045.03 X21 - PAPI Replacement Design & Bidding
Via email to Ashley Campbell at acampbell@fairport.com

Professional Services from September 01, 2019 to December 31, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Expense	750.00	100.00	750.00	750.00	0.00
SUB - Survey McMillen	4,000.00	100.00	4,000.00	4,000.00	0.00
SUB - QC AEC	1,500.00	100.00	1,500.00	1,500.00	0.00
100% Design	11,980.00	98.00	11,740.40	8,985.00	2,755.40
90% Design	9,435.00	99.00	9,340.65	8,963.25	377.40
Bidding and Award	7,310.00	95.00	6,944.50	5,482.50	1,462.00
Total Fee	34,975.00		34,275.55	29,680.75	4,594.80
		Total			4,594.80
				Total this Invoice	\$4,594.80

Handwritten signature and date 2/7/20

Handwritten signature



AVCON, INC.
Engineers & Planners

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Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

INVOICE

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

January 16, 2020

Project No: 2019.0045.04

Invoice No: 117084

Pay App #4

Project 2019.0045.04 X21 Airfield Marking Improvements

Need TO Number

Via email to Ashley Campbell at acampbell@flairport.com

Professional Services from July 01, 2019 to December 31, 2019

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design and Bidding	10,000.00	100.00	10,000.00	9,000.00	1,000.00
CA and RPR	10,000.00	0.00	0.00	0.00	0.00
Total Fee	20,000.00		10,000.00	9,000.00	1,000.00
Total					1,000.00
Total this Invoice					\$1,000.00

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Titusville-Cocoa Airport Authority
Check Register
For the Period From Jan 1, 2020 to Jan 31, 2020

Filter Criteria includes: Report order is by Date.

Check	Date	Payee	Account ID	Account Description	Amount
38099	1/3/20	AG-PRO Companies	546202 101000	R & M - Equip. - X21 Cash Operating	1,199.71
38100	1/3/20	A T & T	541001 541001 101000	Telephone Telephone Cash Operating	574.78
38101	1/3/20	A T & T	541501 101000	Internet Fees Cash Operating	162.35
38102	1/3/20	Board Of Co. Commissioners	523001 523090 219200 101000	Group Insurance - G & A Group Insurance - Unallocated Med Msa Cash Operating	12,289.28
38103	1/3/20	CHLIC	523090 101000	Group Insurance - Unallocated Cash Operating	591.00
38104	1/3/20	City Of Cocoa	543190 101000	Water - Unallocated Cash Operating	418.42
38105	1/3/20	City Of Titusville	543190 543190 101000	Water - Unallocated Water - Unallocated Cash Operating	1,353.53
38106	1/3/20	Civilian Military Council	554001 101000	Dues & Memberships - G & A Cash Operating	400.00
38107	1/3/20	Davis Vision, Inc.	523090 101000	Group Insurance - Unallocated Cash Operating	86.39
38108	1/3/20	Dish	541401 101000	Cable Service Cash Operating	59.54
38109	1/3/20	Faster Than Sound, Inc.	552201 101000	Cleaning - G & A Cash Operating	510.00
38110	1/3/20	Florida Power & Light	543090 543090 101000	Electricity - Unallocated Electricity - Unallocated Cash Operating	904.09
38111	1/3/20	Vantagepoint Transfer Agents-3033	218200 101000	Retirement Payable Cash Operating	1,250.00
38112	1/3/20	Spectrum	541501 101000	Internet Fees Cash Operating	58.28
38113	1/3/20	Standard Insurance Company	218500 219300 218700 101000	Life Insurance Short Term Disability Long Term Disability Cash Operating	637.47
38114	1/3/20	Waste Management	544001 544001 101000	Rentals & Leases G & A Rentals & Leases G & A Cash Operating	298.48
38115	1/3/20	Joseph Marshall	207300 101000	Due To From Revenue Cash Operating	198.63
38116	1/17/20	Advantage Consulting LLC	531101 101000	Prof. Serv. Gen Consultant Cash Operating	500.00
38117	1/17/20	A T & T	541001 541001	Telephone Telephone	820.91

Titusville-Cocoa Airport Authority
Check Register
For the Period From Jan 1, 2020 to Jan 31, 2020

Filter Criteria includes: Report order is by Date.

Check	Date	Payee	Account ID	Account Description	Amount
			541001 101000	Telephone Cash Operating	
38118	1/17/20	AVCON	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	4,983.94
38119	1/17/20	Bob Steele Chevrolet, Inc.	546402 101000	R & M - Autos - X21 Cash Operating	237.96
38120	1/17/20	Brevard County Utility Resources	546104 101000	R & M Service - COI Cash Operating	100.00
38121	1/17/20	Brown & Brown Insurance	545201 545201 101000	Property Insurance - G & A Property Insurance - G & A Cash Operating	72,792.75
38122	1/17/20	Carr, Riggs & Ingram CPAs and Adv	532001 101000	Accounting & Auditing Cash Operating	6,000.00
38123	1/17/20	Florida Coast Equipment	546201 101000	R & M - Equip. - G & A Cash Operating	64.50
38124	1/17/20	Globenet Global Computer Solutions	531207 531207 531207 531207 531207 531207 101000	Prof Serv - Tech Support Prof Serv - Tech Support Prof Serv - Tech Support Prof Serv - Tech Support Prof Serv - Tech Support Prof Serv - Tech Support Cash Operating	5,647.93
38125	1/17/20	Gray Robinson Attorneys At Law	531001 531001 101000	Prof. Service - Legal Prof. Service - Legal Cash Operating	2,386.50
38126	1/17/20	H. L. Pruitt Corporation	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	261,058.85
38127	1/17/20	Home Depot Credit Services	546304 546303 546303 546304 546004 101000	R & M - Bldgs. - COI R & M - Bldgs. - TIX R & M - Bldgs. - TIX R & M - Bldgs. - COI R & M - COI Cash Operating	648.95
38128	1/17/20	Vantagepoint Transfer Agents-3033	218200 101000	Retirement Payable Cash Operating	1,250.00
38129	1/17/20	Lowes	546503 546303 546503 546303 546502 101000	T-Hangar Maintenance TIX R & M - Bldgs. - TIX T-Hangar Maintenance TIX R & M - Bldgs. - TIX T-Hangar Maintenance X21 Cash Operating	317.44
38130	1/17/20	O'Reilly Auto Parts, Inc.	546403 546403 546203 101000	R & M - Autos - TIX R & M - Autos - TIX R & M - Equip. - TIX Cash Operating	172.53

Titusville-Cocoa Airport Authority**Check Register****For the Period From Jan 1, 2020 to Jan 31, 2020**

Filter Criteria includes: Report order is by Date.

Check	Date	Payee	Account ID	Account Description	Amount
38131	1/17/20	SEC/AAAE	554001 101000	Dues & Memberships - G & A Cash Operating	35.00
38132	1/17/20	Southern Janitor Supply and Service	546502 546503 546504 101000	T-Hangar Maintenance X21 T-Hangar Maintenance TIX T-Hangar Maintenance COI Cash Operating	658.20
38133	1/17/20	Staples	551001 101000	Office Supplies Cash Operating	107.14
38134	1/17/20	Sterling Enterprises, LLC	207100 207100 207100 207100 101000	Due To From Development Due To From Development Due To From Development Due To From Development Cash Operating	1,650.00
38135	1/17/20	Watkins Fuel Oil	552101 552101 552101 101000	Fuel - G & A Fuel - G & A Fuel - G & A Cash Operating	2,425.34
38136	1/17/20	Robert Atwell	207300 101000	Due To From Revenue Cash Operating	111.09
38137	1/17/20	Windstream Communications	541001 541001 101000	Telephone Telephone Cash Operating	1,700.94
38138	1/31/20	A T & T	541501 101000	Internet Fees Cash Operating	162.35
38139	1/31/20	A T & T	541001 541001 101000	Telephone Telephone Cash Operating	574.78
38140	1/31/20	AT&T Mobility	541301 101000	Cellular Phones Cash Operating	316.84
38141	1/31/20	Board Of Co. Commissioners	523001 523090 219200 101000	Group Insurance - G & A Group Insurance - Unallocated Med Msa Cash Operating	12,008.51
38142	1/31/20	CHLIC	523090 101000	Group Insurance - Unallocated Cash Operating	591.00
38143	1/31/20	City Of Cocoa	543190 101000	Water - Unallocated Cash Operating	200.05
38144	1/31/20	City Of Titusville	543190 543190 101000	Water - Unallocated Water - Unallocated Cash Operating	1,259.46
38145	1/31/20	Davis Vision, Inc.	523090 101000	Group Insurance - Unallocated Cash Operating	86.39
38146	1/31/20	Dish	541401 541401 101000	Cable Service Cable Service Cash Operating	130.10
38147	1/31/20	DynaFire, Inc.	546303 101000	R & M - Bldgs. - TIX Cash Operating	540.00

Titusville-Cocoa Airport Authority
Check Register
For the Period From Jan 1, 2020 to Jan 31, 2020

Filter Criteria includes: Report order is by Date.

Check	Date	Payee	Account ID	Account Description	Amount
38148	1/31/20	East Coast Reporting dba Ryan Rep	531101 101000	Prof. Serv. Gen Consultant Cash Operating	240.00
38149	1/31/20	Florida Power & Light	543090 543090 543090 543090 543090 101000	Electricity - Unallocated Electricity - Unallocated Electricity - Unallocated Electricity - Unallocated Electricity - Unallocated Cash Operating	7,154.69
38150	1/31/20	Vantagepoint Transfer Agents-3033	218200 101000	Retirement Payable Cash Operating	1,250.00
38151	1/31/20	Keepem Runnin, LLC	546201 546201 546201 101000	R & M - Equip. - G & A R & M - Equip. - G & A R & M - Equip. - G & A Cash Operating	31.19
38152	1/31/20	Marie's Coffee Service	551001 101000	Office Supplies Cash Operating	142.25
38153	1/31/20	Pattison's Janitorial Services, LLC	546303 101000	R & M - Bldgs. - TIX Cash Operating	725.00
38154	1/31/20	Spectrum	541501 101000	Internet Fees Cash Operating	58.28
38155	1/31/20	Standard Insurance Company	218500 219300 218700 101000	Life Insurance Short Term Disability Long Term Disability Cash Operating	637.47
38156	1/31/20	Waste Management	544001 544001 101000	Rentals & Leases G & A Rentals & Leases G & A Cash Operating	298.34
38157	1/31/20	Watkins Fuel Oil	552101 101000	Fuel - G & A Cash Operating	1,046.12
38158	1/31/20	Stephen Carter	207300 381100 101000	Due To From Revenue Transfer From Revenue Cash Operating	552.44
38159	1/31/20	John Fink	207300 101000	Due To From Revenue Cash Operating	50.00
38160	1/31/20	Jeff Mann	207300 381100 101000	Due To From Revenue Transfer From Revenue Cash Operating	453.76
38161	1/31/20	James Poole	207300 381100 101000	Due To From Revenue Transfer From Revenue Cash Operating	39.77
38162	1/31/20	Carlos Rosaly	207300 101000	Due To From Revenue Cash Operating	200.00
Total					413,410.71

Titusville-Cocoa Airport Authority
Budget to Actual
December 2019

Revenues		Budget	Month	YTD	Budget %				
Revenues		\$2,670,623	\$293,435.30	\$935,300.19	35.02%				
Interest Income		\$0	\$3.48	\$16.73	-				
Ad Valorem		\$0	\$0.00	\$0.00	-				
Misc. Income		\$2,500	\$144.23	\$625.00	25.00%				
TOTAL		\$2,673,123	\$293,583.01	\$935,941.92	35.01%				
Expense		Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Personnel Services									
Salaries		\$759,586	\$20,165.52	\$79,766.49	\$27,506.16	\$103,071.05		\$230,509.22	30.35%
Payroll Tax		\$58,108	\$730.10	\$3,987.05	\$808.32	\$9,376.11		\$14,901.58	25.64%
Workman's Compensation 524090		\$20,000					\$6,690.00	\$6,690.00	33.45%
Florida Retirement		\$103,001	\$795.38	\$5,591.22	\$894.96	\$25,262.49	\$1,539.12	\$34,083.17	33.09%
Employee Insurance		\$135,968				\$26,977.95	\$32,970.84	\$59,948.79	44.09%
Employee Education 514001		\$3,000				\$365.00		\$365.00	12.17%
Operating Expense									
Professional Services									
Land Appraisal 531301		\$25,000.00						\$0.00	0.00%
General Consultant 531101		\$10,000.00				\$4,956.68		\$4,956.68	49.57%
Legal Service 531001		\$55,000.00				\$12,243.21		\$12,243.21	22.26%
Accounting/Auditing 532001 (Paychex, CPA)		\$34,000.00				\$13,893.99		\$13,893.99	40.86%
Contract Services									
Computer Tech Support 531207		\$3,000.00				\$3,000.00		\$3,000.00	100.00%
Janitorial Service 552201		\$7,000.00				\$2,040.00		\$2,040.00	29.14%
Contractual Services - Other		\$1,000.00							
Investigation/Testing 514002 (MedFast)		\$500.00						\$0.00	0.00%
Travel & Training									
Travel - Per Diem 540001		\$6,000.00				\$106.26		\$106.26	1.77%
Travel - Training 540101		\$12,000.00						\$0.00	0.00%
Communications & Freight									
Telecommunications									
Telephone 541001 (AT&T, Windstream)		\$12,000.00				\$11,340.08		\$11,340.08	94.50%
Cell Phones 541301 (AT&T Mobility, Sprint)		\$7,000.00				\$2,794.31		\$2,794.31	39.92%
Cable Service 541401 (Dish)		\$950.00				\$567.88		\$567.88	59.78%
Internet Service 541501 (Spectrum)		\$12,000.00				\$590.29			
Postage									
Postage 542001 (Pitney Bowes)		\$3,000.00				\$1,020.99		\$1,020.99	34.03%
Express Mail 542101 (Fed Ex)		\$1,000.00				\$234.20		\$234.20	23.42%
Utility Services									
Water/Sewer 543190 (City of Titus, City of Cocoa)		\$18,000.00					\$7,743.17	\$7,743.17	43.02%
Electricity 543090 (FP&L)		\$120,000.00					\$35,274.05	\$35,274.05	29.40%
Storm Water Fees		\$10,000.00						\$0.00	0.00%
Solid Waste (543202,543203,543204)		\$14,000.00	\$9,292.63	\$2,432.07	\$1,156.35			\$12,881.05	92.01%

Titusville-Cocoa Airport Authority
Budget to Actual
December 2019

Expense	Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Rentals & Leases								
Equipment & Dumpster Rental 544001	\$2,500.00		\$231.60	\$306.32	\$1,806.00		\$2,343.92	93.76%
Postage Machine 544102	\$700.00				\$138.00		\$138.00	19.71%
Copy Machine 544101	\$2,000.00				\$371.22		\$371.22	18.56%
Phone System 544103	\$3,000.00				\$395.59		\$395.59	13.19%
Insurance								
Property/Casual								
Buildings & Equipment 545290	\$265,980.00				\$218,378.25	-\$29,939.00	\$188,439.25	70.85%
Fuel Tank 545600	\$3,000.00			\$1,193.00			\$1,193.00	39.77%
Housing/Liability 545702	\$8,000.00						\$0.00	0.00%
Airport Liability 545090	\$9,000.00				\$627.00		\$627.00	6.97%
Auto Liability 545190	\$19,830.00						\$0.00	0.00%
Officers Liability 545500	\$6,125.00				\$6,125.00		\$6,125.00	100.00%
Employee Bond 545400	\$296.00				\$296.00		\$296.00	100.00%
Repairs & Maintenance								
Service Contracts (Pest 546101, Lift Station 546104)	\$13,000.00				\$662.00	\$351.00	\$1,413.00	10.87%
Repairs/Maintenance	\$192,000.00	\$4,544.70	\$28,143.90	\$2,037.64	\$7,900.63	\$13,033.64	\$55,660.51	28.99%
Repairs/Maintenance **T-hangar Maintenance**	\$90,000.00	\$495.22	\$9,077.05	\$6,501.62			\$16,073.89	17.86%
Printing/Binding								
General Printing 551101	\$300.00						\$0.00	0.00%
Promotional Activities								
Advertising								
Marketing & Website 548201	\$15,000.00				\$7,138.27		\$7,138.27	47.59%
Promotional & Conferences 548101	\$7,000.00				\$375.36		\$375.36	5.36%
Other Charges/Obligations								
Legal Notices 548001 (FL Today)	\$5,550.00						\$0.00	0.00%
Brevard County Real Estate Taxes 549101	\$13,000.00			\$1,731.48			\$1,731.48	13.32%
Brevard County Indirect Fees (Fire Line 546403)	\$10,000.00						\$0.00	0.00%
Supplies								
Office Supplies 551001	\$8,000.00				\$2,581.00		\$2,581.00	32.26%
Operating Supplies 552101	\$45,000.00				\$11,401.04		\$11,401.04	25.34%
Furniture & Fixtures - Office Furniture 166400, 166500, Office SW, Computer Equipment 552202, Vehicle Tracking SW/HW	\$10,000.00				\$2,732.39		\$2,732.39	27.32%
Maintenance Uniforms 552090	\$6,500.00					\$2,393.44	\$2,393.44	36.82%
Books, Subscriptions, Memberships								
Dues & Memberships 554001	\$5,000.00				\$2,079.54		\$2,079.54	41.59%
Capital Outlay								
Vehicles/Equipment 561001	\$100,000.00				\$100,000.00		\$100,000.00	100.00%
Contingency								
Contingency	\$101,229.00						\$0.00	0.00%
Development	\$300,000.00	\$6,526.41	\$37,901.51	\$38,946.57			\$83,374.49	27.79%
Debt Service	\$185,000.00				\$58,148.48		\$58,148.48	31.43%
Renewal & Replacement	\$115,524.00				\$20,391.41		\$20,391.41	17.65%
Total	\$2,673,123.00	\$36,023.55	\$129,229.38	\$42,535.85	\$617,852.72	\$53,442.71	\$879,084.21	32.89%

Financial Review
Cash Position, Commitments, Reserves
as of January 31, 2020

1) Cash On Hand:

a) Cash per Operating Fund Balance Sheet	\$1,523,620
b) Cash per Revenue Fund Balance Sheet	\$238,411
c) Cash per R & R Fund Balance Sheet	\$115,524
d) Cash per Debt Service Fund Balance Sheet	\$116,297
e) Cash per Development Fund Balance Sheet	-\$502,719
Total Cash on Hand	\$1,491,133

2) Plus Grants Receivable (*See "Grants Receivable Report")	\$300,061
Total Cash and Grants Receivable	\$1,791,195

3) Less Restricted Cash

a) FDOT Advances	\$0
b) State Board LGIP B	\$0
Total Unrestricted Cash	\$1,791,195

4) Less Funds Committed for Operations

a) Operations Reserve (Debt Service)	\$116,297
b) Renewal & Replacement Fund	\$115,524
c) Escrow Account	\$238,411
Total Funds Committed for Operations	\$470,232

5) Less Funds Committed for Projects

Projects			Funded
TIX	Demo of Building 52	\$30,000	2019
COI	Runway Safety Area Improvements	\$16,948	2015
COI	North Area Security & Infrastructure	\$39,786	2015
COI	Port-A-Port Replacement	\$175,681	2017
COI	Runway 11/29 Settlement Rehab "dip"	\$24,861	2020
COI	South Apron Rehabilitation	\$5,400	2020
COI	Replace PAPIs	\$34,000	2019
X21	Rehabilitation of Signage and Vault	\$30,000	2021
X21	Replace PAPIs	\$3,400	2019
X21	Airfield Markings Rehabilitation	\$1,600	2019
Total Committed Funds		\$361,676	
6) Total Uncommitted Cash		\$959,287	

GRANTS RECEIVABLE REPORT

Date	Project	Vendor	Invoice/Pay App	Full Invoice Amount	Receivable Amount	Draw Date	Funds Received
12/20/2019	TIX Airfield Lighting Rehab	HL Pruitt	Pay App 10	\$16,539.30	\$14,885.37	pending	
1/17/2020	TIX Airfield Lighting Rehab	HL Pruitt	Pay App 11	\$261,058.85	\$234,952.97	pending	
12/20/2019	TIX Airfield Lighting Rehab	Michael Baker	Pay App 09	\$17,229.82	\$15,505.84	pending	
2/14/2020	X21 PAP's	AVCON	Pay App 06	\$4,594.80	\$4,502.90	pending	
2/14/2020	X21 Airfield Markings	AVCON	Pay App 04	\$1,000.00	\$800.00	pending	
10/25/2019	COI PAP's	AVCON	Pay App 01	\$11,541.75	\$9,233.40	pending	
11/8/2019	COI PAP's	AVCON	Pay App 02	\$7,607.06	\$6,085.65	pending	
11/22/2019	COI PAP's	AVCON	Pay App 03	\$8,831.19	\$7,064.95	pending	
1/17/2020	COI PAP's	AVCON	Pay App 04	\$4,983.94	\$3,987.15	pending	
1/18/2020	COI PAP's	AVCON	Pay App 05	\$1,399.00	\$1,119.20	pending	
11/8/2019	COI Runway Safety Area Mitigation	Michael Baker	Pay App 28	\$32,561.00	\$1,628.05	pending	
11/8/2019	COI Runway Safety Area Mitigation	Sterling Enterprises	Pay App 18	\$4,250.00	\$212.50	pending	
1/17/2020	COI Runway Safety Area Mitigation	Sterling Enterprises	Pay App 19	\$1,650.00	\$82.50	pending	

\$300,061.48 draw yet to be processed

\$0.00 draw processed, funds yet to be received

\$0.00 funds received since last report