



DATE: Thursday – September 15, 2022
TIME: 5:00 P.M.
LOCATION: Airport Administration Building | 355 Golden Knights Blvd | Titusville, FL 32780

MEETING AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Meeting Minutes
 - a. August 18, 2022 (Regular Meeting)
 - b. August 18, 2022 (First Budget Hearing)
- F. Action Items
 - a. Grants
 - i. Approval of Space Florida Agreement # C-21502 and Associated Resolution in the amount of \$300,00 for a Spaceport Master Plan Study at the Space Coast Regional Airport.
 - b. Vehicle Purchase
 - i. Approval of purchase of 2022 Chevrolet Suburban in the amount of \$49,718 from Stingray Chevrolet
 - c. Director of Airports Annual Evaluation
- G. Deputy Director of Operations & Maintenance Report
 - a. Capital Improvement Projects Update
 - b. Approval of Invoices
- H. Space Perspective Update – Taber MacCallum; Founder & Co-CEO
- I. On-Going Business
 - a. Spaceport Name Change

- J. Attorney's Report
- K. Deputy Director of Finance & Administration Report
 - a. Check Register
 - b. Financial software update (QuickBooks)
 - c. July 2022 Financial Statements
- L. Authority Members Report
- M. Public Comments
- N. Adjournment

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on August 18th, of 2022 at 5:00 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, Fl and via video conference. The following members were present: Mr. John Craig, Chairman via Video; Mr. Donn Mount, Vice Chairman/Treasurer; Mr. Roger Molitor, Secretary; Ms. Jessica Curry; Mr. Brad Whitmore; Mr. Al Voss; Mr. Kevin Daugherty, AAE, Director of Airports; Mr. Adam Bird, Attorney; Mr. Mark Grainger was absent.

Call to Order

Mr. Donn Mount called the meeting to order and determined a quorum was present.

Pledge of Allegiance**Approval of the Agenda**

Mr. Mount called for any corrections and / or additions to the agenda. Mr. Daugherty requested a correction to Section F, item iii., it is stated as \$48,600 for the Arthur Dunn Airpark Master Plan grant match instead of \$40,000. Mr. Mount made motion to approve the agenda. Mr. Voss seconded the motion. Motion passed.

Approval of Meeting Minutes:**1. June 16, 2022 – Regular Meeting**

Mr. Mount made motion to approve the minutes as presented. Mr. Voss seconded the motion. Motion passed.

2. July 21, 2022 – Regular Meeting

Mr. Mount called for motion to approve the minutes as presented. Mr. Voss seconded the motion. Motion passed.

Action Items**1. Grants**

- a. **Approval of FDOT Grant Offer and Associated Resolution in the amount of \$63,320 for the new Master Plan Study at Space Coast Regional Airport.**

- b. Approval of FDOT Grant Offer and Associated Resolution in the amount of \$53,360 for the new Master Plan Study at Merritt Island Airport.**
- c. Approval of FDOT Grant Offer and Associated Resolution in the amount of \$48,600 for the new Master Plan Study at Arthur Dunn Airpark.**
- d. Approval of Amendment #1 to FDOT Grant 435310-2-94-01 (North Area Security & Infrastructure Project) & Associated Resolution in the amount of \$366,000 for additional work associated with Phase II.**

Mr. Daugherty reviewed the FDOT grant offers and requested approval. Mr. Molitor made motion to approve all grants as presented. Mr. Whitmore seconded the motion. Motion passed.

2. Leases

- a. Approval of US Aviation Training Solutions lease agreement for use of Suite 1 of the Airport's Administration Building (355 Golden Knights Blvd.)**

Mr. Daugherty gave an overview of requested lease agreement and requested approval of stated agreement. Mr. Voss made motion to approve. Mr. Whitmore seconded the motion. Motion passed.

- b. Approval of Key Development Group lease agreement for use of offices within Suite 2 of the Airport's Administration Building (355 Golden Knights Blvd.)**

Mr. Daugherty gave an overview of requested lease agreement and stated the building is now full. Mr. Molitor made a motion to approve the requested lease agreement. Mr. Voss seconded the motion. Motion passed.

- c. Approval of Memorandum of Understanding with Space Coast Innovation Park, LLC for the 5.56-acre unimproved parcel along Tico Road.**

Mr. Daugherty explained the details involved with the MOU and requested approval. Mr. Daugherty stated they seem to be well funded, and the purchase of this land is a positive move. Mr. Molitor made motion to approve requested Memorandum of Understanding. Mr. Whitmore seconded the motion. All voted aye. Motion passed.

3. Equipment Purchase

a. Approval of purchase of Kubota Skid Steer with associated attachments in the amount of \$82,559.16.

Mr. Hopman requested purchase of this equipment to better maintain the facilities. Mr. Hopman stated that the money involved were obtained from the sale of other, outdated equipment. Mr. Whitmore questioned the place of sale. Mr. Hopman explained the sale was through an auction site that is used by the county. Mr. Molitor moved to approve the purchase. Mr. Voss seconded the motion. Motion passed.

Deputy Director of Operations and Maintenance Report

1. Capital Improvement Projects Update

Mr. Hopman stated all projects are moving forward and gave a brief summarization.

Mr. Hopman stated that runway 9/27 has drainage work to be done, otherwise it is considered complete.

Mr. Hopman stated 52 Demo has issues with the contractor that is being addressed. The Valiant Air Command ramp is almost complete with the supply of asphalt being the hold up. Mr. Hopman stated bids have been received on the corporate hangar at Merritt Island which are of an excessive amount and being re-evaluated.

Mr. Hopman stated the AWOS Project both at Arthur Dunn and Merritt Island are moving forward.

Mr. Hopman stated there is a kickoff meeting next week regarding the new tower at Space Coast.

The Fuel Farm Relocation Project design is underway.

Mr. Hopman discussed the ongoing development of the Monument Entry Sign concept with the narrowing down of three designs. Mr. Hopman will have estimated costs available at the next meeting.

2. Approval of Invoices

Mr. Hopman requested the notice of correction on a past June invoice. Mr. Hopman discussed the costs involved for the July and August invoices.

Mr. Mount called for motion to approve invoices as presented. Mr. Molitor made a motion to approve.

Mr. Voss seconded the motion. Motion passed.

3. Noise Abatement Committee Update

Mr. Hopman stated the Noise Abatement Committee met last week at Merritt Island to discuss the current noise abatement procedure that will be published soon after making minor changes. Mr. Hopman discussed campaign efforts that will be put into effect to aide in the knowledge of the public.

4. Artemis Remote Parking Update

Mr. Hopman stated the Artemis launch will be the end of August. Mr. Hopman stated NASA has leased the field that is used for Air Shows for parking purposes to hold approximately 2,000 to 3,000 vehicles. Mr. Daugherty stated the Airport Authority is happy to support the mission.

5. Upcoming Hangar Inspections

Mr. Hopman stated hangar inspections will commence in September 2022. Letters will be mailed to tenants to sign up for appointments.

Mr. Hopman discussed the need to update all tenant hangars with airport locks.

Mr. Voss questioned the time frame for completion of the update. Mr. Hopman stated approximately two months.

Attorney's Report**1. Investigation Findings of TCAA Counsel – Complaint submitted by TCAA Fire Chief Wooldridge.**

Mr. Bird stated he has not received any further notification from the Commission of Ethics and State. Mr. Bird questioned whether the issue be tabled by the Board. The Board chose to call a resolve at this time. Mr. Bird stated the Board would be made aware if the issue resurfaced.

2. Discussion Regarding Virtual Voting of Airport Authority Action Items.

Mr. Bird discussed the issue of the interpretation of statutes not always having a clear directive. After Mr. Bird explained many scenarios, he believes the final ruling is of a conservative mindset, that meetings must be held in person. Ms. Curry questioned the record keeping of Board Members attendance. Mr. Daugherty stated attendance records are kept. Mr. Molitor stated he requested the attendance records and they do exist as he received them.

Deputy Director of Finance and Administration Report

1. Check Register

Ms. Kinard called for questions regarding the check register. Mr. Voss questioned a \$14,000 check regarding the Board of County Commissioners. Ms. Kinard explained the check was written in error and thus voided. Mr. Whitmore questioned the \$5,000 check for Brevard County Parks. Mr. Daugherty stated the check was regarding the tortoise issue. Mr. Mount stated the tortoise fee would be reimbursed. Ms. Curry questioned the P&S Paving check. Ms. Kinard stated the check was for the 9/27 Runway Project.

2. June Financial Statements

Ms. Kinard called for any questions regarding the June financial statements. Mr. Voss questioned the contract for 2FLY. Mr. Daugherty stated their lease agreement is in progress. Ms. Kinard questioned the Board's preference in continuing to receive monthly financial statements or move to receiving them quarterly. Mr. Mount questioned the availability of receiving the information at any time via phone. Ms. Kinard agreed with the request.

3. Financial Software Update (QuickBooks)

Ms. Kinard discussed the steps needed to go live with QuickBooks. Mr. Molitor questioned our leases regarding their payments being current. Ms. Kinard stated not all were current and direction to proceed is in wait. Mr. Daugherty explained the issue is being addressed with our attorney.

Authority Members Report

Mr. Molitor questioned the responsibility of hangar fire extinguishers. Mr. Hopman responded that it would be discussed further. Ms. Curry questioned the official outcome of the Airport name change. Mr. Daugherty stated the name change would be presented again next month with a full Board. Ms. Curry questioned the current status of Space Perspective. Mr. Daugherty stated Space Perspective has multiple leases. Mr. Craig commented on the need to separate the three airports into their own cost centers. Mr. Daugherty agreed to the use of QuickBooks being able to meet our present and future needs. Mr. Daugherty believes each airport should stand on their own. Mr. Craig requested an annual summary from Mr. Daugherty.

Public Comments

Mr. Panik spoke about seeing a positive outcome in the future regarding new name and signs. Mr. Panik would like to challenge the Board to go further with the style.

Mr. Mount abated the meeting at 6:10 p.m. due to the start of Shade Meeting.
Mr. Mount called Ms. Kinard to present First Budget Hearing at 6:11 which will be voted on during the September Board Meeting.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN/TREASURER

AGREEMENT NO.: C21502
BETWEEN
SPACE FLORIDA
and
TITUSVILLE – COCOA AIRPORT AUTHORITY
for
GRANT FUNDING
for the
SPACEPORT MASTER PLAN - SPACE COAST REGIONAL SPACEPORT

This **AGREEMENT** (“Agreement”) is entered into on _____, (the “Effective Date”) by **SPACE FLORIDA** (“SF”), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **TITUSVILLE – COCOA AIRPORT AUTHORITY** (“Grantee”), a Florida Airport Authority.

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

WHEREAS, SF has entered into Planning Agreement FM #43525-1-14-04 TWO #01; FDOT FY 21, with the Florida Department of Transportation (FDOT) which will pay up to Three Hundred Thousand Dollars (\$300,000.00) for the planning project known as “Space Coast Regional Spaceport Master Plan” (“Grant Project”).

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate the preparation of a Spaceport Master Plan (SMP) for Space Coast Regional Spaceport. Grantee will provide final completion documents and reporting in accordance with **Attachment A-Statement of Work**.

WHEREAS, Grantee is the owner and operator of Space Coast Regional Spaceport.

WHEREAS, Grantee solicited for Master Plan Services through Request for Qualifications TCAA-RFQ-2022 -001 published February 18, 2022.

WHEREAS, SF has determined that providing financial support to Grantee for the Grant Project is consistent with and furthers SF's purpose and mission to promote aerospace business development.

WHEREAS, SF and Grantee now desire to enter into this Agreement to describe the terms and conditions under which SF will provide financial support to Grantee for the Grant Project.

NOW, THEREFORE, the parties agree as follows:

1. Engagement, Scope of Services, Schedule and Deliverables.

- a. Within the scope of this Agreement, Grantee and SF shall devote commercially reasonable efforts and such time, attention and energy to the Grant Project as is required to perform its obligations hereunder.
- b. Grantee shall provide the following scope of services: Grant Project tasks include construction activities and Project Management/Construction Engineering Services within the scope of commercial space transportation infrastructure development capabilities. See **Attachment A – Statement of Work**.
- c. Grantee shall provide the following deliverables: See **Attachment A – Statement of Work**. All Deliverables shall be submitted by electronic mail, confirmed returned receipt, to SF Project Manager, Lauren Farrell lfarrell@spaceflorida.gov, with a cc to Jamie Bonjawo, Manager, Manager of Reimbursement & Government Reporting, Jbonjawo@spaceflorida.gov, and SF Contracts at contracts@spaceflorida.gov.

2. Period of Performance. The term of this Agreement shall be from the Effective Date through July 18, 2023, (the "Expiration Date") unless terminated earlier in accordance with Section 7, below. Unless this Agreement is extended, the cost or expense of any work performed or services provided by the Grantee after the Expiration Date will not be paid by SF.

3. Compensation.

- a. The amount paid to Grantee by SF under this Agreement shall be Three Hundred Thousand Dollars (\$300,000.00) ("SF Funding"), unless this Agreement is amended, in writing.
- b. Invoicing.
 - i. Contractor shall invoice SF once all deliverables have been provided and approved by SF. All invoices and Deliverables shall be submitted in detail in a form acceptable to SF. Contractor shall submit the invoices and Deliverables electronically, confirmed returned receipt, to SF Accounting at accounting@spaceflorida.gov with a cc: the SF Project Manager, Lauren

Farrell lfarrell@spaceflorida.gov and Jamie Bonjawo, Manager, Manager of Reimbursement & Government Reporting, Jbonjawo@spaceflorida.gov.

- ii. The Final Invoice shall certify that the project was completed in accordance with the approved statement of work and that the project is suitable for the intended purpose.
 - iii. In determining the amount of the payment, SF will exclude all Grant Project costs incurred for work performed in conjunction with this Agreement (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date of this Agreement, (iii) costs which are outside of the Statement of Work for the Grant Project.
- c. Payment for the services provided under this Agreement shall be made by SF to Grantee within Thirty (30) days after SF receives and accepts the final deliverables and the payment from FDOT under the Financial Assistance Grant Agreement for funding for the Project.
 - d. Grantee shall not invoice SF for goods or services paid or to be paid by any other appropriated or grant related funded sources.
 - e. SF may elect by notice in writing not to pay one or more invoices if: any of the following occur and Grantee fails to cure such deficiency within 20 calendar days after receiving notice from Space Florida specifying the nature of the deficiency: (i) Grantee makes a misrepresentation of a material nature with respect to any document or data furnished to SF; (ii) there is then pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may jeopardize or adversely affect the Grant Project; (iii) Grantee has taken any action pertaining to the Grant Project which, under this Agreement, requires the prior approval of FDOT or SF without having been advised by FDOT or SF that same are approved; (iv) there has been any violation of the prohibited interests provisions contained herein; or (v) Grantee has been reasonably determined by SF to be in material default under any of the provisions of this Agreement.
 - f. Any funds paid by SF to Grantee in excess of the amount to which Grantee is entitled under the terms of this Agreement must be refunded to SF. The balance of unobligated funds, if any, which have been paid by SF to Grantee under this Agreement must be refunded to SF.
 - g. If Grantee fails to perform the services required by this Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
 - h. The acceptance by Grantee, its successors, or assigns, of the final payment due upon the termination or expiration of this Agreement, shall constitute a full and complete release of SF from any and all claims, demands, or causes of action whatsoever that Grantee, its successors or assigns may have against SF under this Agreement.

4. Availability of Funds. All activities under or pursuant to this Agreement are subject to (i) Florida Legislative approval of FDOT's appropriation request in the work program year that the Project is scheduled to be committed, and (ii) an annual appropriation of funds by the Florida Legislature to FDOT. SF shall immediately notify the Grantee should funds become unavailable.
5. Financial Consequences. In the event that FDOT determines that the performance of SF is unsatisfactory, FDOT has the ability to assess a "financial consequence" in the form of a non-performance retainer equivalent to 10% of a total invoice amount, and to withhold such retainage until SF resolves the deficiency. To the extent such deficiency is as a result of Grantee's performance or non-performance under this Agreement, the same "financial consequence" imposed by FDOT on SF shall be imposed by SF on Grantee. Under such circumstances, SF will notify Grantee if FDOT has determined that (i) FDOT has found Grantee's performance to be unsatisfactory, and (ii) the deficiency to be corrected, and (iii) the time-frame in which Grantee has to correct such deficiency. If the deficiency is resolved by Grantee, SF shall invoice FDOT for the non-performance retainer during the next billing period. If the deficiency is not resolved by Grantee, the funds retained by FDOT may be forfeited at the end of this Agreement.
6. Termination.
 - a. Termination or suspension generally. SF may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or SF may terminate this Agreement in whole or in part at any time the interest of SF requires such termination.
 - (1) If SF determines that the performance of the Grantee is not satisfactory, SF shall notify the Grantee of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Grantee of the deficiency that requires correction. If the deficiency is not corrected within such time period, SF may either, (a) immediately terminate the Agreement, or (b) take whatever action is deemed appropriate by SF to correct the deficiency. In the event SF chooses to take action and not terminate this Agreement, the Grantee shall, upon demand, promptly reimburse SF for costs and expenses incurred by SF in correcting the deficiency.
 - (2) If SF terminates this Agreement, SF shall notify the Grantee of such termination in writing, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.
 - (3) If this Agreement is terminated before the Project is completed, the Grantee shall be paid only for the work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work

satisfactorily completed is a percentage of the total work called for by this Agreement.

- b. In the event SF's funding is reduced or terminated under Section 5, SF may by notice in writing, terminate this Agreement, in whole or in part, for convenience and without cause, at any time, and such termination shall not constitute a default by SF. In the event of partial termination, the Grantee is not excused from performance of the non-terminated balance of work under this Agreement.
- c. Turn-over of Deliverables. Upon receipt of a notice of termination, the Grantee will (i) terminate promptly the work under this Agreement as directed by SF; (ii) verify/settle all claims by subcontractors for actual costs incurred under this Agreement that are rendered unrecoverable by such termination; and (iii) deliver to SF outstanding Deliverables in any and all stages of completion or implementation, except where retention of any deliverable is required to continue to perform work on the Project that has not been terminated by SF.
- d. In the event of termination or suspension of this Agreement, the Grantee retains the right to continue working on the Project ("Post-Termination Work"), however, SF has no obligation to make payments to the Grantee under Section 4 of this Agreement or to obtain funding from FDOT or any other source for such Post-Termination Work.

7. Public Records.

- a. SF, subject to the provisions of Section 288.075, Section 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) or otherwise export controlled documents or other materials prepared, developed or received by it in connection with this Agreement.
- b. This Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Agreement, other than those specified as confidential or exempt information.
- c. To the extent Grantee is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Grantee shall:
 - i. Keep and maintain public records required by SF to perform the services under this Agreement.
 - ii. Upon request from SF's custodian of public records, provide SF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Grantee does not transfer the records to SF.

iv. Upon the expiration of this Agreement, transfer, at no cost, to SF all public records in possession of Grantee or keep and maintain public records required by SF to perform the service. If Grantee transfers all public records to SF upon completion of the Agreement, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of the Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SF, upon request from SF's custodian of public records, in a format that is compatible with the information technology systems of SF.

d. If Grantee fails to provide the public records to SF within a reasonable time Grantee may be subject to penalties under Section 119.10 of the Florida Statutes.

e. **If Grantee has questions regarding the application of Chapter 119, Florida Statutes, to Grantee's duty to provide Public Records relating to this Agreement, contact SF's Custodian of Public Records at Space Florida, 505 Odyssey Way, Suite 300, Exploration Park, FL 32899 or via telephone at 321-730-5301 or email at info@spaceflorida.gov.**

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

9. Indemnification and Limitation of Liability.

a. Grantee shall defend, indemnify, and hold harmless SF, its officers, directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Grantee or any person or organization directly, or indirectly, employed by Grantee to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Grantee or any person or organization directly, or indirectly, employed by Grantee to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Grantee to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third

parties (including SF employees and agents and those of Grantee), or damage to property to the extent attributable to the negligence or misconduct of Grantee or any person or organization directly, or indirectly, employed by Grantee to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.

- b. SF's limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
 - c. In no event shall SF be liable to Grantee for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
 - d. SF shall not assume any liability for the acts, omissions, or negligence of Grantee, its agents, servants, employees, or subcontractors. In all instances, Grantee shall be responsible for any injury or property damage resulting from any activities conducted by Grantee.
 - e. The acceptance by Grantee of the final payment from SF under this Agreement shall be a release to SF and every officer, officer, agent, employee thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the Grant Project or for any act of SF or any person relating to or affecting the Grant Project.
 - f. FDOT is not obligated or liable to Grantee under this Agreement.
10. Independent Contractor. Grantee is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.
11. Prohibited Interests. Grantee shall not enter into any contract, subcontract, or arrangement in connection with the Grant Project or any property included or planned to be included in the Grant Project, in which any member, officer, or employee of SF during this tenure or for two (2) years thereafter has any interest, direct or indirect. Grantee shall insert in all contracts entered into in connection with the Grant Project or any property included or planned to be

included in the Grant Project, and shall require its contractors, if any, to insert in each of their subcontracts the following provision:

“No member, officer, or employee of SF during this tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

12. Construction, Engineering and Inspection Services. A consultant firm, or its affiliate, that is the Engineer of Record (EOR) on a project shall be considered ineligible to compete for, and perform as, a prime consultant for Construction Engineering and Inspection (CEI) services on that same project. CEI firm shall not be the same firm as that of the Engineer of Record for the Project.

13. Subcontractors:

- a. Grantee is responsible for all services and work to be performed in connection with this Agreement.
- b. Grantee may, as appropriate and in compliance with applicable law, subcontract some or all of the performance of the Statement of Work set forth in this Agreement. Grantee shall not enter into subcontracts in which SF could be held liable to a subcontractor for any expenses or liabilities. Grantee shall defend and hold SF harmless of any liabilities incurred under any of the subcontracts entered into by Grantee. Grantee shall be liable for all work performed and expenses incurred as a result of any subcontract. Subcontractors are required to comply with the terms of this Agreement.
- c. Any and all such contracts that Grantee enters into under this Section shall incorporate and require each subcontractor to report on performance and account for proper use of funds provided under the contract (including the provision of audit rights of this Agreement when applicable).
- d. All work which is awarded by Grantee to a contractor or subcontractor under this Agreement shall be awarded by Grantee to a “Florida business” which is a business that: (i) has a physical business address (not a Post Office Box) located within the State of Florida from which the subcontractor operates or performs business, and (ii) contributes to the tax-base of the State of Florida by paying either real property taxes or tangible personal property taxes in the State of Florida. Upon written request and documented justification from Grantee, SF may, in its discretion, allow minor deviations to this requirement.

14. Inspections: Grantee shall permit and shall require its contractors and subcontractors to permit SF or FDOT authorized representatives to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records and accounts pertaining to the financing and development of the Grant Project.

15. Amendments/Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.
16. Project Manager. SF has appointed a project manager who is responsible for enforcing the performance of this Agreement's terms and conditions and shall serve as a liaison with Grantee. SF's project manager is SF Director Spaceport Improvement Program Spaceport Planning & Development, Lauren Farrell lfarrell@spaceflorida.gov, or via phone at 321-730-5301 x 245.
17. Notices.
- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 17.c.
 - b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.

For Space Florida:

SF Contracts

contracts@spaceflorida.gov

Director Spaceport Improvement Prog. Spaceport
Planning & Development, Lauren Farrell

lfarrell@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Grantee:

Kevin Daugherty, Director of Airports

kdaugherty@flairport.com

Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, FL 32870
P: 321-267-8780

- c. Subject to Subsection 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

18. Insurance.

- a. During the term of this Agreement, the Grantee shall procure and maintain, at its expense, and require that the architect, contractor, or subcontractors for the project procure and maintain the following insurance:
 - i. Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$1,000,000 covering “any auto”; and mandatory limits for personal injury protection and uninsured motorist coverage;
 - ii. Commercial General Liability Insurance: a combined single limit for bodily injury and property accident of \$1,000,000 per occurrence, \$2,000,000 aggregate limit;
 - iii. Worker’s Compensation: statutory benefits, as required by law;
 - iv. Employer’s Liability Insurance: limits of \$100,000 bodily injury by accident, \$100,000 each employee bodily injury by disease and a \$500,000 policy aggregate limit for bodily injury by disease; and
 - v. As applicable, Professional liability/errors and omissions insurance policy having minimum limits of (\$1,000,000.00), with a maximum deductible of (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Grantee’s or Contractor’s negligent acts, errors or omissions relating to the services performed under this Agreement.

- b. Both the business automobile and the commercial general liability insurance policies may be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be on an “occurrence basis”. The Grantee may use blanket policies to satisfy these insurance requirements.
- c. Prior to signature of the Agreement, the Grantee shall provide SF with Certificates of Insurance evidencing compliance with the coverage requirements in this section. Such certificates shall provide that the business automobile, the commercial general liability, and the workers’ compensation insurance policies will not be canceled until at least thirty (30) days’ prior written notice has been given to the other party. Thereafter the Grantee shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

19. Representations.

- a. Grantee has the necessary and required Federal and State authority to enter into this Agreement with SF.
- b. Neither this Agreement nor Grantee’s performance of its obligations hereunder will place Grantee in breach of any other contract or obligation and will not violate the rights of any third party.
- c. Grantee has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Grantee is delivering and/or providing to SF pursuant to this Agreement, and Grantee has full right and authority to provide and/or deliver the same to SF.

20. Materials and Data.

- a. As requested by SF, Grantee agrees to deliver to SF at the end of the term of this Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Grantee may possess or have under his or her control and which may have been produced prior to and including the date of termination. Grantee shall also require that all subcontractors or employees agree in writing to be bound by the provisions of this section.

21. Audits. The administration of resources awarded through SF to Grantee by this Agreement may be subject to audits and/or monitoring by the FDOT or SF. The following requirements do not limit the authority of FDOT or SF to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97 of the Florida Statutes, monitoring procedures to monitor Grantee’s use of state

financial assistance may include but not be limited to on-site visits by FDOT and/or SF staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through SF by this Agreement. By entering into this Agreement, Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by FDOT or SF. Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT, SF, the Department of Financial Services (“DFS”) or the Auditor General.

- b. Grantee, a subrecipient as defined by Section 215.97(2)(x), Florida Statutes, as a recipient of state financial assistance through SF, another nonstate entity, through this Agreement is subject to the following requirements:
 - i. In the event Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Attachment B** to this Agreement indicates state financial assistance awarded through SF by this Agreement needed by Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, SF shall consider all sources of state financial assistance, including state financial assistance received from SF by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, Grantee must provide a single audit exemption statement to SF no later than nine months after the end of SF’s audit period for each applicable audit year. In the event Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the

cost of the audit must be paid from Grantee's resources (i.e., the cost of such an audit must be paid from Grantee's resources obtained from other than state entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

And

Desiree Mayfield, Contract Compliance Manager
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
Email: dmayfield@spaceflorida.gov

- v. Any copies of financial reporting packages, reports or other information required to be submitted to SF or FDOT under this Section 22 shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. Grantee when submitting financial reporting packages to SF or FDOT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to SF and FDOT in correspondence accompanying the reporting package.
- vii. As a condition of receiving state financial assistance under this Agreement, Grantee shall permit FDOT, or its designee, SF, DFS or the Auditor General access to Grantee's records including financial

statements, the independent auditor's working papers and Grant Project records as necessary to audit of the Grant Project. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

- c. Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow FDOT, or its designee, SF, DFS or the Auditor General access to such records upon request. Grantee shall ensure that the audit working papers are made available to FDOT, or its designee, SF, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by FDOT or SF.

- 22. Confidential Proprietary Information. Space Florida shall comply fully with (i) the protections in Sections 288.075 and 812.081 of the Florida Statutes and other law applicable to Grantee pertaining to proprietary confidential business information and trade secrets, and (ii) the exemption of proprietary confidential business information and trade secrets from the disclosure requirements in Florida's public-records laws in Sections 288.075 and 815.045 of the Florida Statutes. However, as provided by law, the foregoing obligations of Space Florida are contingent on (i) strict compliance by Grantee of identifying all records containing proprietary confidential business information before the records come into possession by Space Florida (ii) strict compliance by Grantee with the requirements of a trade-secret owner to identify all records containing its trade secrets before the records come into possession by Space Florida, and (ii) Grantee's assertion that "proprietary confidential business information" meets the definition in Section 288.075 and "trade secrets" meet the definition in Sections 688.002 and 812.081.
- 23. No Third-Party Beneficiaries. This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
- 24. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
- 25. Facsimile Deemed as Original. Acceptance of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.
- 26. Headings. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- 27. Interest of Members of, or Delegates to, Congress. No member or delegate to the Congress of the United States, or the State of Florida, shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- 28. Press Releases. Each of the parties hereto agrees that they shall not issue any press releases with respect to this Agreement or prospective projects/development opportunities without the

prior written consent of the other party, which such consent shall not be unreasonably withheld, conditioned or delayed.

29. Compliance with Federal, State, and Local Laws. All provisions in this Section 30 shall be included in all contracts and agreements entered into by Grantee for the provision of goods and services under this Agreement.

- a. Grantee shall comply with all terms and conditions of this Agreement and aforementioned FDOT Grant Agreement.
- b. Grantee shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of age, race, sex, creed, color, or national origin. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, race, sex, creed, color, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee, or any other party, shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvements, or similar work, Grantee, or any other party, shall post, in conspicuous places available to employees and applicants for employment for project work, notices setting forth the provisions of the nondiscrimination clause.
- c. Grantee shall comply with all applicable Federal, State and local laws, rules and regulations.
- d. Execution of this Agreement constitutes a certification that Grantee is in compliance with, and will require its contractors and subcontractors working on the Grant Project to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” in 49 C.F.R Part 29, when applicable.
- e. Grantee shall comply with subsection 20.055(5), Florida Statutes.
- f. Grantee shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- g. Grantee shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.

- h. 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 the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- i. Grantee has not been placed on the Discriminatory Vendor List maintained by the Florida Department of Management Services, and Grantee shall not contract or transact business with an entity that has been placed on the discriminatory vendor list for goods or services under this Agreement.
- j. Grantee shall comply with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- k. Grantee shall comply with all the requirements imposed by the Americans with Disabilities Act of 1991 (42 U.S.C. 12102, et. seq.) and the regulations of the Federal government issued thereunder.
- l. Grantee agrees to ensure that Disadvantaged Business Enterprises as defined in applicable Federal and State regulations have the opportunity to participate in the performance of contracts awarded under this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable Federal and State regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts.
- m. To the extent Grantee is performing economic development services or similar business assistance services on behalf of SF, Grantee shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Agreement.
- n. This Agreement may not be assigned by either party without the prior written consent of the other. Written consent shall not be unreasonably withheld or delayed.
- o. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.
- p. Grantee shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

- q. By execution of this Agreement Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval for the financing hereunder.
- r. Grantee and Grantee's subcontractors working on the Grant Project shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee and Grantee's subcontractors working on the project, during the term of this Agreement.
- s. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

Authorized parties are signing this Agreement on the Execution Dates under the signatures below.

Space Florida:

Titusville-Cocoa Airport Authority:

By: _____
Name: Denise Swanson
Title: CFO/CAO

By: _____
Name: _____
Title: _____

Execution Date: _____

Execution Date: _____

ATTACHMENT A

STATEMENT OF WORK

TITUSVILLE-COCOA AIRPORT AUTHORITY SPACEPORT MASTER PLAN

1. Project Description

Titusville-Cocoa Airport Authority shall prepare a Spaceport Master Plan (SMP) for Space Coast Regional Spaceport. The SMP shall provide a blueprint for long-term development that includes existing conditions, a strategic plan for development and anticipated land use.

2. Project Location

Space Coast Regional Spaceport in Titusville, Florida / Brevard County

3. Project Scope

The scope of services includes but is not limited to third party consultants, survey and data acquisition, and all labor and incidentals required to develop the project working papers, forecasts, draft and final plan and related spaceport master planning documents. All documents will be developed in accordance with Federal Aviation Authority legislation, policies, regulations, and guidance.

4. Deliverables

Item	Deliverable	Due
(a)	Meeting Minutes <ul style="list-style-type: none">- Kick Off Meeting- Check-In Meetings	No later than fifteen (15) days after the meeting date
(b)	Monthly Activity Report <ul style="list-style-type: none">- Report will document project progress, milestones, and deliverables for the month	No later than fifteen (15) days after the end of each quarter until the final invoice has been paid
(d)	Draft Spaceport Master Plan Document	Due when complete, no later than 60 days prior to Final document submission
(e)	Final Spaceport Master Plan Document <ul style="list-style-type: none">- Provide a PDF copy of the final document	due when complete prior to, or on, Agreement "Expiration Date"

ATTACHMENT B

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	SPACE FLORIDA – SPACEPORT IMPROVEMENT PROGRAM
CSFA Number:	55.037
Award Amount:	\$3,000,000.00

Specific project information for CSFA Number 55.037 is provided at:

<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.037 are provided at:

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at:

<https://apps.fldfs.com/fsaa/compliance.aspx>

MAGICPETERFLEET@GMAIL.COM



2022 SUBURBAN 4WD LS

EXTERIOR: SUMMIT WHITE
INTERIOR: GIDEON/VERY DARK
ATMOSPHERE

ENGINE, 5.3L ECOTEC3 V8
TRANSMISSION, 10-SPEED AUTO

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
 - 5 YEAR/60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
 - FIRST MAINTENANCE VISIT
- *WHICHEVER COMES FIRST
SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- PREMIUM SMOOTH RIDE SUSPENSION
- MECHANICAL LIMITED SLIP DIFFERENTIAL
- AUTOMATIC STOP/START ENGINE
- 18" PAINTED ALUMINUM WHEELS

- STABILITRAK
- ELECTRONIC PRECISION SHIFT
- TRAILERING EQUIPMENT

CONNECTIVITY & TECHNOLOGY

- CHEVROLET INFOTAINMENT 3 8" DIAG COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING, VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO AND WIRELESS APPLE CARPLAY CAPABLE
- KEYLESS OPEN, LOCK & START
- REMOTE VEHICLE START
- TWO POWER OUTLETS, 120 VOLT
- ONSTAR (R) SERVICES & WI-FI (R) HOTSPOT CAPABLE; SEE ONSTAR.COM FOR TERMS
- SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH

SUBSCRIPTION SOLD SEPARATELY

INTERIOR

- TRI-ZONE AUTOMATIC HVAC
- CLOTH FRONT BUCKET POWER SEATS
- SECOND ROW 60/40 SPLIT BENCH, MANUAL RELEASE
- THIRD ROW 60/40 SPLIT BENCH, MANUAL FOLD

EXTERIOR

- LED HEADLAMPS & TAILLAMPS
- LED DAYTIME RUNNING LAMPS
- POWER ADJUSTABLE OUTSIDE MIRRORS

SAFETY & SECURITY

- CHEVY SAFETY ASSIST
- * AUTOMATIC EMERGENCY BRAKING
- * FRONT PEDESTRIAN BRAKING
- * FORWARD COLLISION ALERT
- * LANE KEEP ASSIST W/ LANE DEPARTURE WARNING

- * FOLLOWING DISTANCE INDICATOR
- * INTELLIBEAM-AUTO HIGH BEAM
- HD REAR VISION CAMERA
- THEFT DETERRENT SYSTEM
- FRONT AND REAR PARK ASSIST

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$55,400.00

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

DRIVER ALERT PACKAGE:	495.00
• REAR CROSS TRAFFIC ALERT	
• LANE CHANGE ALERT WITH SIDE BLIND ZONE ALERT	
MAX TRAILERING PACKAGE:	350.00
• TRANSFER CASE 2-SPEED	
• ENHANCED COOLING RADIATOR	
• TRAILER BRAKE CONTROLLER	
FLT-FLEET MAINTENANCE CREDIT	-34.00
CREDIT - NOT EQUIPPED WITH	-50.00

STEERING COLUMN LOCK	
SEATS, FRONT 40/20/40 SPLIT BENCH (DELETES CENTER CONSOLE/USB DATA PORTS)	-250.00
FLEET	INC.

TOTAL OPTIONS	\$511.00
TOTAL VEHICLE & OPTIONS	\$55,911.00
DESTINATION CHARGE	1,695.00

TOTAL VEHICLE PRICE* \$57,606.00

EPA DOT Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy

16 MPG
combined city/hwy

15 MPG
city

19 MPG
highway

6.2 gallons per 100 miles

Standard SUVs range from 14 to 105 MPG. The best vehicle rates 142 MPGe.

You spend \$4,500 more in fuel costs over 5 years
compared to the average new vehicle.

GIU

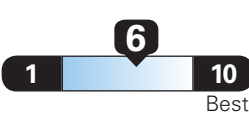
Annual fuel cost \$2,200

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 554 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuel economy.gov.

Smog Rating (tailpipe only)



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles



Smartphone QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:

U.S./CANADIAN PARTS CONTENT: 42%

MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 44%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:

ARLINGTON, TX U.S.A.

COUNTRY OF ORIGIN:

ENGINE: MEXICO

TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law – Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

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ORDER NO BBQTGS SALES CODE C
SALES MODEL CODE CK10906
DEALER NO 26044
FINAL ASSEMBLY:
ARLINGTON, TX U.S.A.

VIN 1GNSKBED1NR176270 REISSUE

DEALER TO WHOM DELIVERED
STINGRAY CHEVROLET
2002 NORTH FRONTAGE RD
PLANT CITY, FL 33563-2700



Airport Project Updates

Legacy Projects

- TIX RWY 09/27 Rehab
- TIX Hangar 52 Demo
- TIX VAC Apron
- COI Corporate Hangar
- COI EA for Hangar Development
- COI NASI

PROJECT: RUNWAY 9-27 REHAB – SPACE COAST REGIONAL AIRPORT

BUDGET: \$3.8M (\$0 Local Match)

CURRENT STATUS: **MBI coordinating with contractor on as-built review and continued work on drainage portion of project.**

SCHEDULE: 10 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



PROJECT: HANGAR 52 DEMO – SPACE COAST REGIONAL AIRPORT

BUDGET: \$320K (\$64K LOCAL MATCH)

CURRENT STATUS: **MBI facilitating remedy to as-built condition review**

SCHEDULE: 1 MONTH CONSTRUCTION AND 1 MONTH CLOSEOUT



PROJECT: TCAA/VAC APRON AND TAXILANE – SPACE COAST REGIONAL AIRPORT

BUDGET: \$1.62M (\$0 LOCAL MATCH)

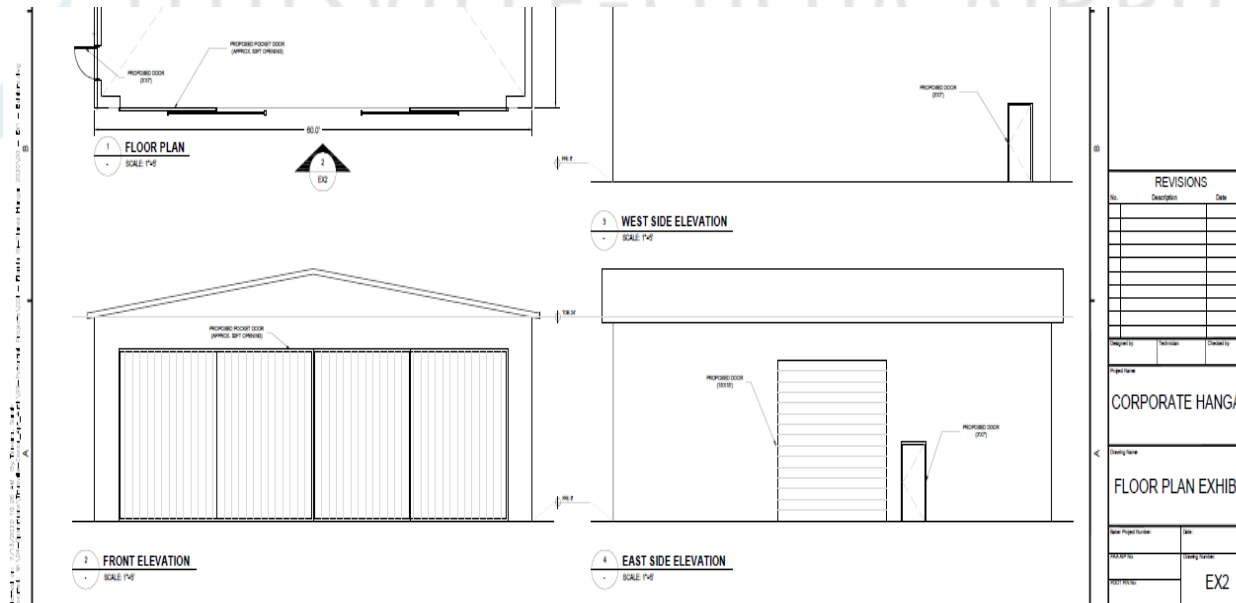
CURRENT STATUS: **Construction in progress, paving expected next week, retention pond sodded**

SCHEDULE: 8 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



BUDGET: \$700K (\$0 LOCAL MATCH)

SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

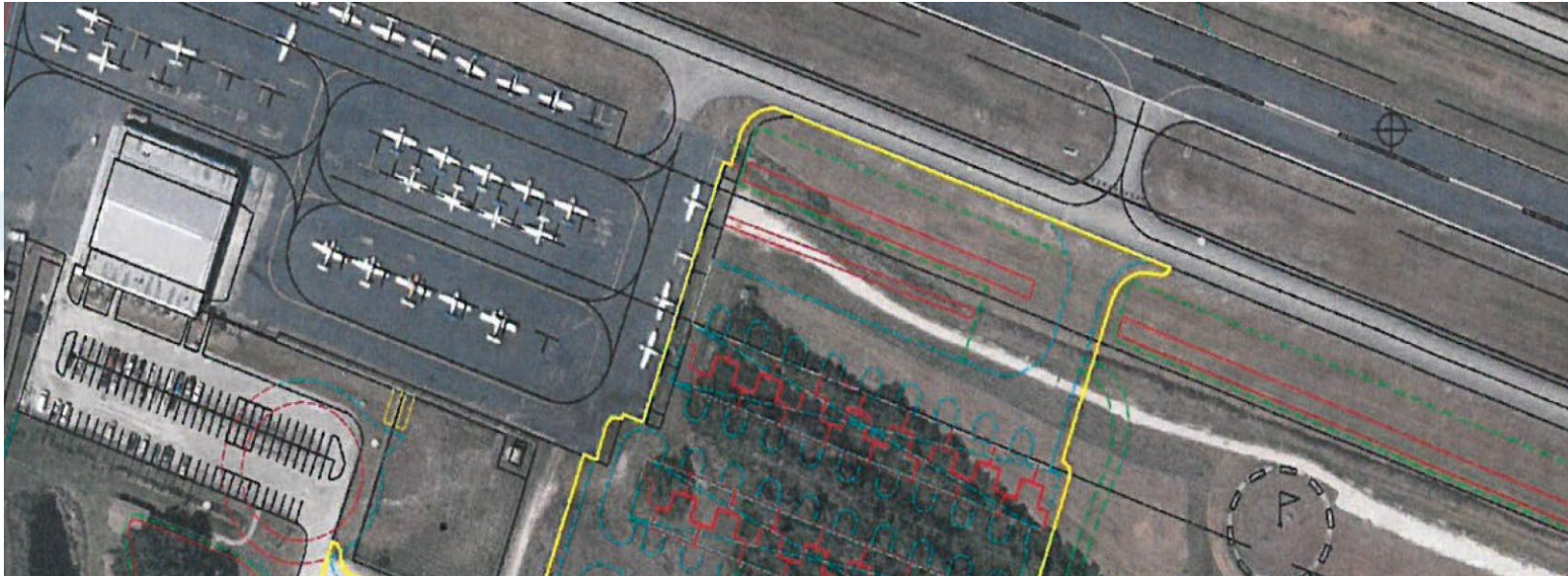


PROJECT: EA FOR T-HANGAR DEVELOPMENT – MERRITT ISLAND AIRPORT

BUDGET: \$269K (\$0 LOCAL MATCH)

CURRENT STATUS: PROJECT STARTED; EXPECTED COMPLETION IN LATE 2023; ON-GOING; FAA REQUIRING NOISE STUDY BUT NO ALP UPDATE; **Expected completion late 2023; revising alternatives to reflect adjacent private hangar development.**

SCHEDULE: 12 MONTHS IS BASED ON PUBLIC MEETINGS AND NOTICES REQUIRED BY THE FAA



PROJECT: NORTH AREA SECURITY AND INFRASTRUCTURE – MERRITT ISLAND AIRPORT

BUDGET: \$949K (\$189,800 LOCAL MATCH)

CURRENT STATUS: **Contractor continues with storm water piping installation and pond grading**

SCHEDULE: 5 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



Airport Project Updates

New Projects

- X21 AWOS
- COI AWOS
- TIX ATCT Siting Study
- TIX Fuel Farm Relocation

PROJECT: Automated Weather Observation System (AWOS) Replacement – Arthur Dunn Airpark

BUDGET: \$365,000 (80/20 FDOT Grant)

CURRENT STATUS: Project goes out to bid September

SCHEDULE: Design will commence once the location is determined. Design and bidding is anticipated to take 90 days. Construction will commence upon award of bid. Equipment procurement is taking 6+ months from date of purchase.

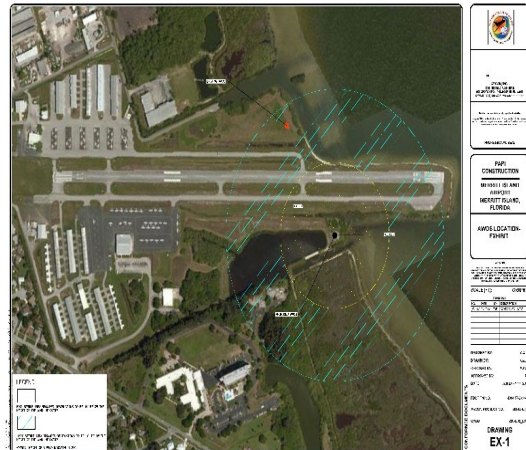


PROJECT: Automated Weather Observation System (AWOS) Replacement – Merritt Island Airport

BUDGET: \$500,000 (80/20 FDOT Grant)

CURRENT STATUS: Project goes out to bid September

SCHEDULE: Design will commence once the location is determined. Design and bidding is anticipated to take 90 days. Environmental permitting on the alternative site might take an additional 120 days. Construction will commence upon award of bid. Equipment procurement is taking 6+ months from date of purchase.



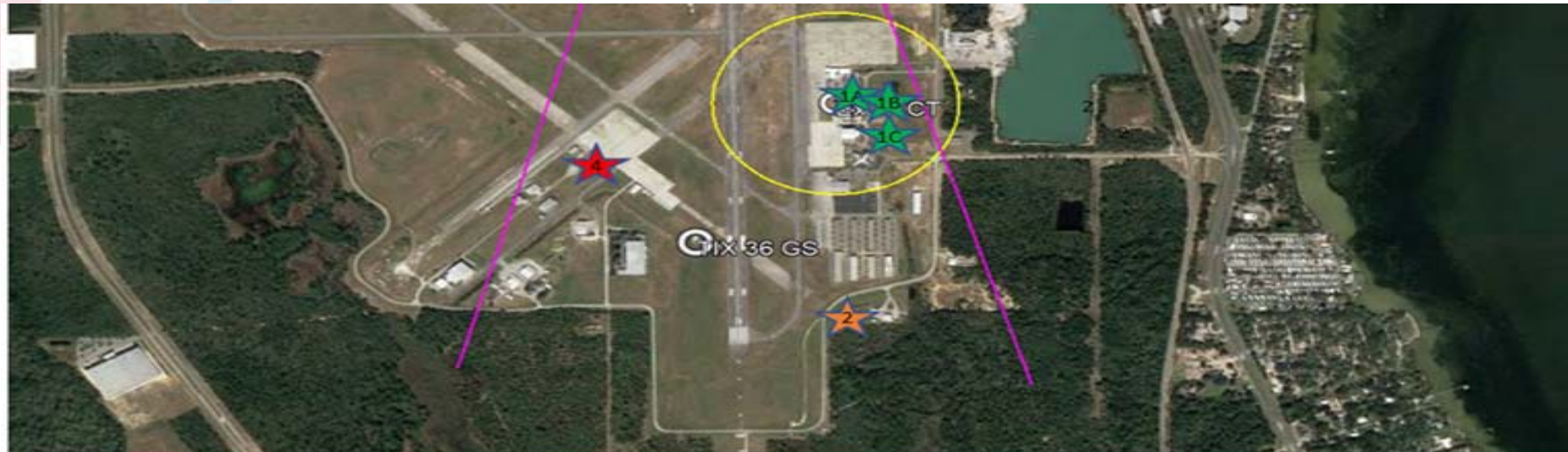
PROJECT: Design of the Replacement Airport Traffic Control Tower – Space Coast Regional Airport

BUDGET: \$960,000 (80/20 FDOT Grant)

CURRENT STATUS: Design is underway. Issue with the ILS we are working out.

SCHEDULE: 12 months

FLY SPACE COAST
TITUSVILLE-COCOA AIRPORT AUTHORITY

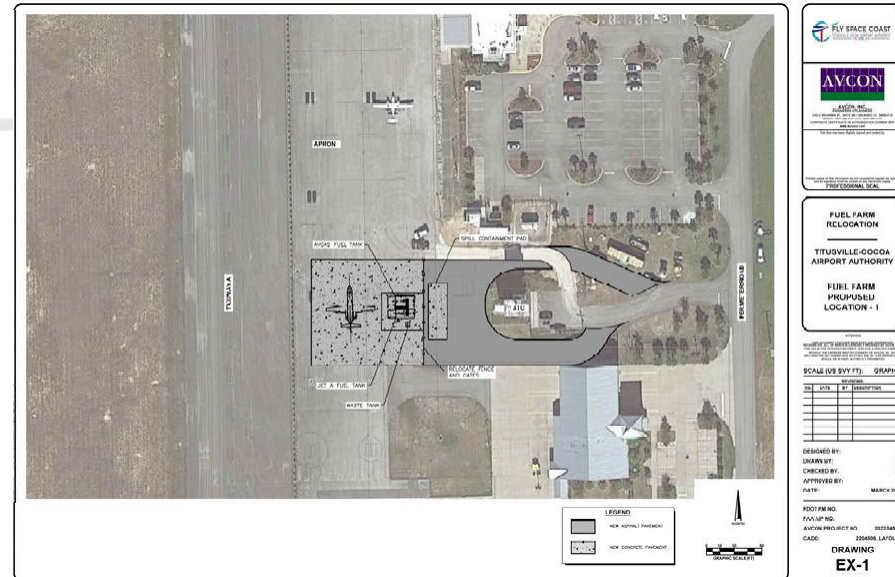


PROJECT: Fuel Farm Relocation – Space Coast Regional Airport

BUDGET: Current cost estimate is \$ 1.1m

CURRENT STATUS: Design is underway. 90% design submittal by mid September. Added 2 additional fuel storage tanks for a total of 4.

SCHEDULE: 12 months





The following invoices are presented to the Board for approval at the Regular Board Meeting being held September 15, 2022:

Arthur Dunn Airport

X21 – AWOS Replacement, Design, Bidding and Construction Services

Request # – AVCON, Inc. – (6/1/22 – 7/31/22) - **\$1,772.93**

Space Coast Regional Airport

TIX – Design & Construction VAC Taxi Lane & Apron

Request #9A – Michael Baker International - (9/1/2021-3/31/2022) **\$5,669.54**

Request #9B – Michael Baker International – (9/1/2021-3/31/2022) **\$5,669.53**

Request #10A – Michael Baker International – (through 7/31/2022) **\$24,170.22**

Request #10B – Michael Baker International – (through 7/31/2022) **\$13,222.11**

Pay App #05 – Carr & Collier, Inc. – (8/31/22) **\$260,157.50**

TIX – Site Selection Study Replacement of the ATCT

Pay App #4 – AVCON, Inc. – (6/1/2022 – 6/30/2022) - **\$3,197.48**

TIX – Fuel Farm Relocation Design/Build Criteria Package

Pay App #4 – AVCON, Inc. – (6/1/2022 – 6/30/2022) - **\$7,911.13**

Pay App #5 – AVCON, Inc. – (7/1/2022 – 6/30/2022) - **\$7,494.75**

Merritt Island Airport

COI – North Area Security and Infrastructure Project

Pay App #06 – Karl Thorne Trucking & Land Clearing – (7/1/22- 7/31/22) **\$53,157.41**



COI – AWOS Replacement, Design, Bidding and Construction Services

Request # – AVCON, Inc. – (6/1/22 – 7/31/22) - **\$1,689.40**

John Craig, Chairman

Roger Molitor, Secretary