

DATE: Thursday – February 16, 2023

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. January 19, 2023 (Regular Meeting)
- F. Action Items

#### Grants

a. Approval of the North Brevard Development District Economic Incentive Grant Agreement & Associated Resolution for the Design and Permitting of the Challenger Drive Extension project at the Space Coast Regional Airport.

#### **Invoice Approval**

- a. Approval of Invoices
- G. Deputy Director of Operations & Maintenance Report
  - a. Capital Improvement Projects Update
- H. Attorney's Report
  - a. Wells Fargo Check Fraud Update
- I. Deputy Director of Finance & Administration Report
  - a. Check Register

- c. Preliminary October December 2022 Financials
- 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 January 19th, of 2023 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; Mr. Donn Mount, Vice Chairman/Treasurer; Mr. Roger Molitor, Secretary; Ms. Jessica Curry; Mr. Al Voss; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; Mr. Adam Bird; Attorney. Mr. Brad Whitmore attended via video conference.

#### Call to Order

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

#### Pledge of Allegiance

#### Approval of the Agenda

Mr. Craig questioned Mr. Daugherty as to any changes in the agenda. Mr. Daugherty stated an addition to the action items which is the election of officers. Mr. Craig called for motion to approve agenda as amended and presented. Mr. Voss made the motion. Ms. Curry seconded the motion. Motion passed.

#### **Approval of Meeting Minutes:**

#### 1. December 15, 2022 – Regular Meeting

Mr. Craig called for motion to approve the minutes as presented. Mr. Grainger made the motion to approve. Ms. Curry seconded the motion. Motion passed.

#### **Action Items**

#### 1. Grants

a. Approval of FDOT Grant Amendment # 2 (FPN 447540-1-94-01) to the Valiant Air Command Apron & Taxi Lane Construction & Associated Resolution at the Space Coast Regional Airport.

Mr. Craig called for motion to approve the grant as presented by Mr. Daugherty. Ms. Curry made motion to approve. Mr. Grainger seconded the motion. Motion passed.

b. Approval of FDOT Grant Amendment # 2 (FPN 447540-2-94-01) to the Valiant Air Command Apron & Taxi Lane Construction & Associated Resolution at the Space Coast Regional Airport.

Mr. Craig called for motion to approve the grant as presented by Mr. Daugherty. Mr. Voss made motion to approve. Ms. Curry seconded the motion. Motion passed.

c. Approval of FDOT Grant Amendment # 1 (FPN 438461-1-94-01) to the Corporate Hangar & Associated Resolution at the Merritt Island Airport.

Mr. Craig called for motion to approve the grant as presented by Mr. Daugherty. Mr. Voss made motion to approve. Ms. Curry seconded the motion. Motion passed.

#### 2. Leases

a. Approval of the Alliance Capital Management, LLC ground lease agreement for the unimproved property located along Center Lane at the Space Coast Regional Airport.

Mr. Daugherty introduced Mr. Oscar Garcia to give a brief overview of the ground lease project. Mr. Craig called for motion to approve as presented by Mr. Daugherty. All voted aye. Motion passed.

b. Approval of TIX Ventures lease agreement for use of an office within Suite 2 of the Airport's Administration Building at the Space Coast Regional Airport (355 Golden Knights Blvd).

Mr. Daugherty described details of the TIX Ventures lease agreement and requested approval from the Board. Mr. Craig called for motion to approve as presented. Mr. Molitor made motion to approve. Mr. Grainger seconded the motion. Motion passed.

#### 3. Memorandum of Understanding

a. Approval of Memorandum of Understanding with KB Home Orlando LLC and the Airport Authority regarding the Willow Creek roadway.

Mr. Daugherty discussed details regarding the Memorandum of Understanding with KB Home Orlando LLC and requested approval

from the Board. Mr. Voss made motion to approve. Mr. Grainger seconded the motion. Motion passed.

#### 4. Invoice Approval

#### a. Approval of Invoices

Mr. Hopman gave an overview of the invoices presented.

Mr. Craig called for motion to approve the invoices as presented.

Mr. Voss made motion to approve. Ms. Curry seconded the motion.

Motion passed.

#### **b.** Election of Officers

Mr. Bird presented information on the election of officers.

Mr. Craig called for any nominations to serve in a new position. New nominations were not presented to the Board at this time.

Mr. Craig called for motion to approve the current Board member positions as presented. Mr. Voss made the motion. Ms. Curry seconded the motion. Motion passed.

#### **Discussion Items**

## 1. Purchase of the U.S. Aviation Training Solutions, Inc. facility (1 Bristow Way) at the Space Coast Regional Airport

Mr. Daugherty gave an overview of the details regarding the purchase of the U.S. Aviation Training Solutions, Inc. facility.

Mr. Craig would like further information on the background of the original lease.

Mr. Daugherty suggested the Board Members tour the facility for their own understanding.

Mr. Daugherty will bring more information to the Board at a later date.

#### **Deputy Director of Operations and Maintenance Report**

#### 1. Capital Improvement Projects Update

Mr. Hopman stated additional drainage work is needed at Titusville for runway 9-27 at Space Coast Regional Airport.\_The VAC ramp project is complete.

The Corporate Hangar project at the Merritt Island Airport is in progress, stated Mr. Hopman.

The EA for T-Hangar Development at the Merritt Island Airport is ongoing with no new updates.

The North Area Security and Infrastructure project is moving along with sod being delivered, stated Mr. Hopman.

The AWOS project for both Merritt Island Airport and Arthur Dunn Airpark received bids that were higher than expected. Mr. Hopman stated the Fuel Farm Relocation project at Space Coast Regional Airport will be ongoing with FDOT for approximately another year.

The Challenger Drive Extension (Design) project's funding has been approved and will be presented to the Board at the next meeting. Mr. Hopman stated the hangar inspections are almost complete. Once complete, the prioritizing of repairs will begin.

Mr. Hopman gave details regarding the FAA Part 139 inspection at Space Coast Regional Airport involving five findings which will be addressed.

#### Attorney's Report

#### 1. Wells Fargo Check Fraud Update

Mr. Bird discussed details pertaining to the letter he submitted to Wells Fargo and will update the Board when he receives a response.

#### **Deputy Director of Finance & Administration Report**

#### 1. Check Register

Ms. Kinard called for any questions from the Board. There were none.

#### 2. Financial Software Update (QuickBooks)

Ms. Kinard stated the financial statements presented to the Board are preliminary until after the completion of the audit which is scheduled for next week.

#### 3. Preliminary October - December 2022 Financials

Ms. Kinard discussed details regarding the October - December 2022 Financials.

Mr. Mount questioned the time frame of the changeover from Wells Fargo to Truist. Ms. Kinard stated the merging of SunTrust to Truist has delayed the process, but it is moving forward.

Ms. Curry questioned the idea of cost cutting being put in place. Ms. Kinard stated costs would be analyzed beginning in February 2023.

Mr. Craig reminded the Board of the plan to separate each airport from the other to show their individual costs. Mr. Daugherty stated the separation concept is in place for each airport to function on their own.

#### **Authority Member's Report**

Mr. Craig called for any comments from the Board. Mr. Molitor discussed the Arthur Dunn Airpark Flying Club, which he is a member of, and they will be coming in March to visit the Valiant Air Command.

#### **Public Comments**

None

#### Adjournment

Mr. Craig adjourned the meeting at 6:07 p.m.			
JOHN CRAIG, CHAIRMAN			
DONN MOUNT, VICE CHAIRMAN/TREASURER			

# NORTH BREVARD DEVELOPMENT DISTRICT ECONOMIC INCENTIVE AGREEMENT TITUSVILLE-COCOA AIRPORT AUTHORITY

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#### NORTH BREVARD DEVELOPMENT DISTRICT ECONOMIC INCENTIVE AGREEMENT TITUSVILLE-COCOA AIRPORT AUTHORITY

THIS ECONOMIC INCENTIVE GRANT AGREEMENT (the "Agreement") is made and entered into this \_\_\_day of \_\_\_\_\_, 2022, by and between the following Parties: TITUSVILLE-COCOA AIRPORT DISTRICT, a dependent airport district in Brevard County, Florida, governed by the Titusville-Cocoa Airport Authority (hereinafter the "TCAA"), having an office and place of business at Space Coast Regional Airport (TIX), 355 Golden Knights Blvd., Titusville, Florid 32780, and the NORTH BREVARD DEVELOPMENT DISTRICT (hereinafter called the "DISTRICT"), a dependent special district created by the Brevard County Board of County Commissioners, (hereinafter called the "COUNTY"), pursuant to Sections 125.045, Florida Statutes and Brevard County Ordinance No. 2011-16 and Ordinance No. 2011-18.

#### **RECITALS**

**WHEREAS**, the Florida Legislature has enacted Section 125.045, Florida Statutes, which confers economic development powers to counties and authorizes the expenditure of public funds for economic development activities as a valid public purpose; and

**WHEREAS**, Section 125.045(3), Florida Statutes, specifically authorizes a county to make incentive payments in the form of grants to private enterprise for expanding existing businesses located within the county, or to attract new businesses to the county; and

WHEREAS, Ordinance No. 2011-16 and Ordinance No. 2011-18 authorizes the DISTRICT to grant economic incentives to businesses and development projects in accordance with the DISTRICT's economic development plan, including annual economic development cash incentives of up to \$500,000 per project; and

**WHEREAS**, the DISTRICT anticipates available budget reserves in future fiscal years for assisting economic development projects in the DISTRICT; and

WHEREAS, the DISTRICT has adopted a written Economic Development Plan, approved by the COUNTY per Resolution No. 2012-113, permitting the DISTRICT to offer a program to encourage the development of pad ready and spec building sites to qualified businesses, as well as to encourage strategic initiatives, in order to incentivize new capital investment and job creation within the geography of the DISTRICT; and

WHEREAS, the TCAA has filed an application with the DISTRICT, and its Project fits into the DISTRICT's "Strategic Initiative" program, which provides funding for public partnerships in the development of infrastructure that is directly attributable to job creation and economic development, as the source of a grant for up to \$460,000.00, the proceeds of which will be used by the TCAA as a reimbursement for a portion of monies that the TCAA plans to make in the extension of Challenger Avenue; and

**WHEREAS,** the Project is part of a larger development that fits into the DISTRICT's program for development of pad ready or spec building sites; and

WHEREAS, the development of this Project is on real property owned by the Titusville-Cocoa Airport Authority, and the project is within the authority of TCAA pursuant to section 4 of the Titusville-Cocoa Airport District charter, as codified in Chapter 2003-361, House Bill No. 1217, Laws of Florida; and

**WHEREAS,** the DISTRICT approved an Economic Incentive for the TCAA at a meeting of its Board of Directors on December 9, 2022; and

**WHEREAS,** information delivered to the DISTRICT by the TCAA and its affiliated companies or guarantors, if any, including without limitation, any information relating to the financial condition of the TCAA accurately represents the condition of the TCAA; and

**WHEREAS**, the TCAA warrants and represents that the information in the application and supplemental documentation requested by the DISTRICT in support of the grant request is true and correct; and

**WHEREAS**, the DISTRICT has established terms and conditions which, if complied with by the TCAA, will allow the TCAA to receive the benefits outlined in this Agreement; and

**WHEREAS**, the DISTRICT finds and declares that this Agreement serves a public purpose which includes promotion of economic development, job growth, and the future expansion of projects within the DISTRICT, as well as the County's tax base;

**NOW THEREFORE,** in consideration of the mutual promises and agreements contained herein, and other valuable and good consideration, the DISTRICT and the TCAA agree as follows:

#### 1. RECITALS

The above recitals are true and correct and, are incorporated and made part of this Agreement.

#### 2. DEFINITIONS

- **2.1** "Economic Incentive Grant" and "Award" shall mean the provision of grant funds more fully described in paragraph 3.2 of this Agreement.
- **2.2** "Effective Date" is the date upon which the last Party executes this agreement. The Agreement shall not be effective against any Party until said date.
- 2.3 "Project" means the project described in paragraph 3.1 of this Agreement.

2.5 "Project Site" shall mean the property owned by Titusville-Cocoa Airport Authority which is the subject of the Project, and portions of the parcels listed on the Brevard County Property Appraiser's site as Brevard County Property Identification Number 23-35-03-BB-\*-225, 23-35-03-NN-B, and 23-35-03-BB-\*-259.

#### 3. DISTRICT AND TCAA OBLIGATIONS

#### 3.1 Project Description.

The TCAA agrees and commits to undertake the Project described in general terms below:

The Project is the professional engineering and planning services required for the Challenger Avenue extension, which will extend Challenger Avenue across Perimeter Road to Grissom Parkway (See Exhibit "A"). The extension of Challenger Avenue is in support of a much larger project to develop over 1 million square feet of industrial and distribution space within the boundaries of the airport as Space Coast Innovation Park.

TCAA has entered into a contractual arrangement to permit a real estate development entity called Space Coast Innovation Park, LLC (SCIP) to construct over 1 million square feet of industrial and distribution space on lands owned by TCAA, adjacent to Grissom Parkway. SCIP will own all vertical improvements, paying TCAA under a ground lease for the use of the land. The vertical improvements will be subject to ad valorem tax, and will provide badly needed speculation building sites within the DISTRICT. The development of such speculation building sites is also a component of the DISTRICT's economic development plan. SCIP anticipates a total capital outlay, expended over two project "phases" of \$175 million and expects completion of both phases by 2027. Development of Phase I, which includes three industrial buildings with a total gross floor area (GFA) of approximately 639,040 square feet, is ongoing, but the engineering and planning services for the Challenger Avenue extension are needed before the site development of Phase II can continue. Phase II will add two more industrial buildings with a total gross floor area (GFA) of approximately 466,880 square feet.

To accommodate the development, TCAA intends to make certain infrastructure improvements to an approximately 50-acre parcel, including the construction of new service roads and storm water detention systems. The projected cost of those improvements is approximately \$5 million. TCAA anticipates applying for state funding (from Space Florida) for at least 50% of its expected infrastructure cost. The engineering and planning services (the Project funded by this Grant) are also needed in order for TCAA to apply to Space Florida for a State Grant, which could fund up to 50% of the cost of the roadway extension. TCAA anticipates funding the remaining 50% from its operational revenues (hangar rents, ground leases, corporate hangar rents). TCAA has requested assistance from the DISTRICT to help defray the cost of the engineering services for the design work and permitting submittals for the professional engineering

and planning services for the Challenger Avenue extension which will extend the Avenue across Perimeter Road to Grissom Parkway.

#### 3.2 Economic Incentive.

For the purpose of inducing the TCAA to implement the Project, the DISTRICT agrees to provide an economic development incentive grant to the TCAA through a reimbursement of funds injected into the Project by the TCAA as four thresholds are met. The DISTRICT's total reimbursement will not exceed \$460,000.00. The payout schedule for the Award shall be contingent on the occurrence of the following events:

- a. **Threshold I**. The DISTRICT will reimburse TCAA for 100 percent of the initial \$138,000 in professional engineering and planning services for the Project contingent on the occurrence of the following events:
  - (i) Execution of this Agreement;
  - (ii) Proof of at least 30 percent completion of design development/construction documents in accordance with FDOT standards;
  - (iii) Proof of at least 30 percent completion of the project manual/specifications;
  - (iv) Proof of at least 30 percent completion of Engineer's Report, including the cost estimate;
  - (v) Proof of contractor's provision of meeting notes from the kickoff meeting;
  - (vi) Proof of final completion of the topographic survey;
  - (vii) Proof of final completion of geotechnical report;
  - (viii) Proof of land ownership of the project site;
  - (ix) Proof from Space Florida or other applicable entity, that the entity has added the extension of Challenger Avenue to its capital improvement program, to provide up to 50 percent of the cost of the extension of Challenger Avenue;
  - (x) Receipt by the District of all TCAA invoices verifying expenditures and evidence of payment of all costs by TCAA to contractors/sub-contractors for Threshold I;
  - (xi) Any other administrative or supporting documentation required by the District or the Brevard County Clerk's office to process payment of this Grant; and
  - (xii) In the event that TCAA declines to proceed beyond Threshold I, the DISTRICT

shall not be liable to provide any further Grant assistance.

- b. **Threshold II**. The DISTRICT will reimburse TCAA for 100 percent of its expenditure above \$138,000 but not to exceed \$276,000, in professional engineering and planning services for the Project, contingent on the occurrence of the following events:
- (i) TCAA qualified for reimbursement under Threshold I; and
- (ii) Proof of 60 percent completion of design development/construction documents in accordance with FDOT standards; and
- (iii) Proof of at least 60 percent completion on the project manual/specifications and engineer's report with cost estimate; and
- (iv) Proof of receipt from contractor of the 30 percent design review meeting notes; and
- (v) Receipt by the District of all COMPANY invoices verifying expenditures and evidence of payment of all costs by TCAA to contractors/sub-contractors for Threshold II:
- (vi) Any other administrative or supporting documentation required by the District or the Brevard County Clerk's office to process payment of this Grant; and
- (vii) In the event that TCAA declines to proceed beyond Threshold II, the DISTRICT shall not be liable to provide any further Grant assistance.
- c. **Threshold III**. The DISTRICT will reimburse TCAA for 100 percent of its expenditure above 276,000 but less than \$414,000, in professional engineering and planning services for the Project, contingent on the occurrence of the following events:
- (i) TCAA qualified for reimbursement under Threshold I and II;
- (ii) Proof of 90 percent completion of design development/construction documents in accordance with FDOT standards;
- (iii) Proof of 90 percent completion of updated project manual/specifications and updated engineer's report with cost estimate;
- (iv) Proof of receipt from contractor of the 60% design review meeting notes;

- (v) Receipt by the District of all COMPANY invoices verifying expenditures and evidence of payment of all costs by TCAA to contractors/sub-contractors for Threshold III;
- (vi) Any other administrative or supporting documentation required by the District or the Brevard County Clerk's office to process payment of this Grant; and
- (vii) In the event that TCAA declines to proceed beyond Threshold III, the DISTRICT shall not be liable to provide any further Grant assistance.
- d. **Threshold IV**. The DISTRICT will reimburse TCAA for 100 percent of its expenditure above \$414,000 but not to exceed \$460,000, in professional engineering and planning services for the Project, contingent on the occurrence of the following events:
- (i) TCAA qualified for reimbursement under Threshold I, II, and III; and
- (ii) Proof of 100 percent completion of design development/construction documents in accordance with FDOT standards, including but not limited to:
  - final project manual/specifications;
  - final engineer's report with cost estimate;
  - plans and specifications for final landscaping along the corridor and at all intersections from a landscape architect;
  - completion of all environmental services (the gopher tortoise survey, FFWCC Gopher Tortoise Relocation permitting, Gopher Tortoise Excavation and Gopher Tortoise offsite mitigation);
  - design of two new lighted entry monument type signs;
  - preparation and submittal of the 7460-1 application to the FAA;
  - completed design development/construction documents for the roadway sections, plan and profiles, intersection detail sheets, drainage map, drainage structure section, drainage calculations, cross sections, maintenance of traffic plans, signing and pavement marking plans, roadway lighting plans and details;
  - traffic signal design for the intersection of Challenger Avenue and Grissom Parkway;
  - Engineer's cost estimate;
  - four sets of final plans and specifications;
  - project manual including font ends and technical specifications;
  - bid documents (instructions to bidders and bid form); and
  - contract documents;
- (iii) Proof of Environmental Resource Permit (ERP) from St. John's River Water Management District permit;

- (iv) Proof of City of Titusville approval(s) of the construction plans;
- (v) Proof of Brevard County access permit from Grissom Parkway and all Brevard County utility permits necessary for the project (i.e. water and sewer);
- (vi) Proof of Permit application fees paid by TCAA for FFWC gopher tortoise permit and gopher tortoise relocation fees;
- (vii) Receipt by the District of all COMPANY invoices verifying expenditures and evidence of payment of all costs by TCAA to contractors/sub-contractors for Threshold IV;
- (viii) Any other administrative or supporting documentation required by the District or the Brevard County Clerk's office to process payment of this Grant; and
- (ix) In the event that TCAA declines to proceed to construction of Challenger Avenue within 36 months, TCAA will convey, transfer, and deliver all plans, studies and permits to another entity, as directed by DISTRICT. TCAA hereby agrees to contract with its contractor(s) in a manner that ensures that a third-party is authorized a copy of said plans and associated documents reimbursed by this Grant.

#### 3.3 Capital Investment.

The TCAA intends to make or cause to be made capital investments in the extension of Challenger Avenue, Titusville, Florida in an amount of approximately \$5 million, with approximately \$2.5 million in grant funds from the State of Florida and \$2.5 million from TCAA's funds. Space Coast Innovation Park, LLC (SCIP), which has signed a 50 year ground lease with TCAA, intends to construct over 1 million square feet of industrial and distribution space on lands owned by TCAA, adjacent to Grissom Parkway at an estimated cost of \$175 million.

#### 4. DEFAULT TRIGGERS & SPECIFIC REMEDIES

- **4.1** Either Party is in default of this Agreement *if* the Party materially breaches any covenant contained in this Agreement and such breach has not been corrected or cured within thirty (30) days after written notice thereof.
- 4.2 The TCAA is in default if any representation or warranty made by the TCAA herein or in any report, statement, invoice, certificate, application, or other documentation furnished to the DISTRICT in connection with the performance of the Agreement proves to be untrue in a material respect as of the date of issuance or

making thereof and has not been corrected, cured or brought into compliance within thirty (30) days after written notice thereof to the TCAA by the DISTRICT.

**4.3** The TCAA is in default if it fails to provide to the DISTRICT the written verification, satisfactory to the DISTRICT, of its performance of the TCAA's obligations as set forth herein.

#### 5. REMEDIES

- **5.1** The TCAA's remedy for default by the DISTRICT shall be a claim for the funds for which the DISTRICT's obligation to pay has ripened by virtue of the TCAA's compliance with all condition's precedent established under the terms of this agreement. Such claims do not include consequential or special damages, and shall not exceed the total Economic Incentive Award.
- 5.2 Unless otherwise extended in writing by the DISTRICT, the TCAA's failure to meet all terms and conditions of this agreement by the end of calendar year 2026 shall release the DISTRICT of all obligations created under this Agreement.
- **5.3** If the TCAA makes a request in writing, prior to the expiration of the time period indicated in Section 5.2, to extend the time period for up to an additional 12 months, the DISTRICT will consider the request.
- 5.4 The DISTRICT's remedies for default by the TCAA shall include, but shall not be limited to, a claim for reimbursement under the terms specified in this Agreement, if any funds have been extended by the DISTRICT to the TCAA.

#### 5.5 Clawback, Assignment of Rents, and Lien Provision.

- a. Assignment of Rents. Upon DISTRICT'S payment of Grant funds to TCAA, until completion of the extension of Challenger Avenue to Grissom Parkway, the DISTRICT shall have first rights (the "right") to receive, and an assignment upon, the rent the TCAA receives from its lease with Space Coast Innovation Park, LLC (hereinafter SCIP). Said right and assignment of rent shall be enforceable in the event a clawback is owed the DISTRICT under the terms herein, and shall be the primary means for TCAA to fund any repayment of Grant funds due to the DISTRICT under the terms of the clawback provisions below. If the assigned rent is insufficient to reimburse DISTRICT pursuant to section 5.5 or 5.6, TCAA shall reimburse DISTRICT from other legally available funds of TCAA. TCAA shall sign Exhibit "B", which shall be recorded in the official records of Brevard County, Florida.
- b. Clawback due to Sale. During the 36 months following the date the TCAA meets the criteria for reimbursement of each threshold of the incentive listed in paragraph 3.2, if the TCAA sells the property to another entity, then TCAA shall remit to the DISTRICT the full amount of any DISTRICT grant funds that the TCAA received. The funds shall be

remitted prior to, or at, the transfer of the legal right to the property to the new owner (typically the real estate closing). The DISTRICT shall have a lien on the proceeds of such sale of property to secure its payment obligations with respect to the clawback. TCAA shall sign Exhibit "B", which shall be recorded in the official records of Brevard County, Florida.

- c. Clawback due to Failure to Build. During the 36 months following the date the TCAA meets the criteria for reimbursement of threshold IV, if the TCAA fails to begin construction of the Challenger Avenue Extension, to include all necessary actions up to and including the laying of the first layer of asphalt of the extension, the Parties agree that TCAA shall return the full amount of the Grant funds to DISTRICT.
- d. No Double-dipping. In the event that Space Coast Innovation Park, LLC (hereinafter SCIP) fails to commence or complete construction in accordance with its ground lease with TCAA, and pursuant to the lease, SCIP reimburses TCAA for TCAA's direct and reasonable costs (hereafter "Costs"), then the following applies: If the DISTRICT has extended grant funds to the TCAA for the same costs SCIP reimbursed to TCAA, then TCAA shall reimburse the DISTRICT. If no DISTRICT funds have been extended to TCAA at the time of the SCIP reimbursement, the DISTRICT shall have no responsibility to reimburse TCAA for those Cost(s) already reimbursed by SCIP.
- 5.6 In the event that the reimbursement imposed in section 5.5 requires the TCAA to reimburse to the DISTRICT all or a portion of the grant, such reimbursement shall be immediately due and payable and the TCAA shall pay to the DISTRICT the applicable funds by cashier's check or wire transfer of immediately available funds to an account designated by the DISTRICT within ten (10) business days after the DISTRICT delivers to the TCAA written notice of such request for repayment.

#### 6. TERM AND TERMINATION

- **6.1** Unless terminated earlier in accordance with its terms, this Agreement shall terminate on the earlier of:
  - **6.1.1** Three (3) years after the satisfactory performance by the TCAA of all terms of this Agreement.
  - **6.1.2** The execution by all Parties of a written agreement terminating this Agreement;
  - **6.1.3** At the option of a non-defaulting Party, for cause in the event the other Party is in default; or
  - **6.1.4** At the option of DISTRICT if TCAA suffers an event of bankruptcy, insolvency.

- **6.2** Section 4, 5, and 6 shall expressly survive termination or expiration of this Agreement to the extent necessary to fully comply with the repayment provisions of this agreement.
- **6.3** Termination or expiration of this Agreement shall not affect any other rights of either Party which may have vested or accrued up to the date of such termination or expiration.

#### 7. ATTORNEY FEES AND EXPENSES

Should either Party prosecute any action in connection with this Agreement for collection of payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, each Party shall bear its own attorney's fees and costs, including expert witness fees, if any. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO JURY TRIAL AND THAT ANY TRIAL SHALL BE NONJURY.** 

#### 8. NOTICES AND ADMINISTRATORS

- 8.1 All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.
- **8.2** The Parties' designated representatives and their respective addresses for purposes of this Agreement are as follows:

Kevin Daugherty, AAE
Director of Airports
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, Florida 32870
kdaugherty@flyspacecoast.org
(321) 267-8780

Troy Post, Executive Director
NORTH BREVARD ECONOMIC DEVELOPMENT ZONE
7101 U.S. HIGHWAY ONE
PORT ST. JOHN, FLORIDA 32780

Phone: 321-621-4713

E-mail: troy.post@brevardfl.gov

#### 9. BINDING EFFECTS AND ASSIGNMENT

- **9.1** No portion of this Agreement, neither the rights nor the obligations herein, may be assigned by TCAA to any other legal entity or person without the prior written consent of the DISTRICT and only upon satisfactory terms providing for the completion of the Project.
- **9.2** This Agreement shall be binding upon the successors and assigns of the Parties to the extent such assignment has been consented to by the DISTRICT.
- **9.3** TCAA must own the real property at the project site in order to receive the grant incentive with the following exception.

## 10. GOVERNING LAW, VENUE AND WAIVER OF REMOVAL TO FEDERAL COURT, SERVICE OF PROCESS, REMEDY FOR UNLAWFUL PAYMENTS

- **10.1** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Florida. Venue in any litigation arising out of this agreement shall be Brevard County, Florida in the state court with jurisdiction. TCAA consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its Florida registered agent. TCAA expressly waives removal of any claim or action arising under this agreement to federal court.
- **10.2** TCAA agrees that any public expenditure found to be unlawful by a court of competent jurisdiction shall be reimbursed to the DISTRICT.

#### 11. MODIFICATION

This Agreement may not be changed or modified except by written instrument signed by all of the Parties.

#### 12. SURVIVAL

All covenants, agreements, representations, warranties and endowments made relating to repayment by the TCAA in the event of the TCAA's default shall expire upon the termination of this Agreement unless any claim or claims made under this Agreement by the DISTRICT is provided prior to expiration of the Agreement.

#### **13. FURTHER ASSURANCES**

Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Agreement.

#### 14. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement, nor any act of the Parties, shall be deemed or construed by the Parties or by any third party to create a relationship of principal and agent, partnership, joint venture or of any similar association whatsoever between TCAA and DISTRICT.

#### 15. PROMOTION OF ECONOMIC INCENTIVES

As to those matters not covered by a lawful confidentiality agreement, with the consent of the TCAA, the DISTRICT may issue news releases, public announcements, advertisements, or other forms of publicity concerning its efforts in connection with this Agreement. The DISTRICT shall also be permitted to erect signage during the construction phase of the Project, indicating that the Project was assisted with the promise of financial help from the DISTRICT.

#### 16. PUBLIC RECORDS DISCLOSURES

**16.1** The TCAA agrees and understands that Florida has broad public disclosure laws, and that any written communications with the TCAA, to include emails, email addresses, a copy of this contract, and any supporting documentation related to this Agreement are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the TCAA's records relating to the acceptance and use of the DISTRICT's economic incentive grant are public records that may be subject to production upon request. The TCAA agrees to keep and maintain these public records until completion of the contract.

Upon a request for public records related to this Agreement, the TCAA will forward any such request to the DISTRICT. The DISTRICT will respond to any public records request. Upon request, the TCAA will provide access or electronic copies of any pertinent public records related to this Agreement to the DISTRICT within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. Upon completion of the Agreement, TCAA will transfer, at no cost, to the DISTRICT, any public records in its possession.

IF THE TCAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCAA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE DISTRICT, MS. JO SOJOURNER,

## <u>JO.SOURNER@BREVARDFL.GOV</u>, 7101 U.S. HIGHWAY ONE, PORT ST. JOHN, FLORIDA 32780.

16.2 The TCAA agrees and acknowledges that BREVARD COUNTY will consider all documentation the DISTRICT submits to support payment of this grant to the TCAA to be subject to public records disclosure. If TCAA has a specific concern that any portion of the documentation supporting payment should be redacted under a confidentiality agreement, under section 288.075, Florida Statutes, or under Chapter 119, Florida Statutes, the TCAA should address that concern with the DISTRICT prior to submission for payment.

#### 17. TCAA'S WARRANTIES/REPRESENTATIONS AND INDEMNFICATION

- **17.1** TCAA represents that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to so sign and bind TCAA.
- **17.2** TCAA further warrants that it has not entered into any agreement nor has any obligations which, to its knowledge, would prohibit TCAA from locating its Project at the Project Site in Titusville.
- 17.3 To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the TCAA shall indemnify and hold harmless the DISTRICT and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the TCAA. In agreeing to this provision, neither Party intends to waive any defense of sovereign immunity, or limit a damage to which it may be entitled under Section 768.28, Florida Statutes, or otherwise provided by law. Nothing herein shall be construed as consent by the DISTRICT or TCAA to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

#### 18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Agreement with lawful terms and conditions approximating the original intent of the Parties.

#### 19. ENTIRE AGREEMENT, CONSTRUCTION, AND DUPLICATE AGREEMENTS

This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and negotiations respecting such matter. This Agreement is executed in duplicate originals. The Parties acknowledge that they fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any Party as if they were the drafter of the Agreement.

#### 20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- a. The TCAA shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the TCAA during the term of the contract. Upon Request, TCAA shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- b. TCAA shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- c. TCAA agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of TCAA's enrollment in the program. This includes maintaining a copy of proof of TCAA's and any subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E¬ verify program, the contractor hires or employs a person who is not eligible for employment.
- f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

#### 21. SCRUTINIZED COMPANIES.

a. The TCAA certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the TCAA or its subcontractors are found to have submitted a false certification; or if the TCAA, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

- b. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the TCAA, its affiliates, or its subcontractors are found to have submitted a false certification; or if the TCAA, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
- d. The TCAA agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.
- e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

#### 22. COUNTERPARTS AND AUTHORITY

This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.

(Signature Page Follows)

**IN WITNESS WHEREOF**, the DISTRICT and the TCAA have caused this agreement to be executed and delivered by their duly authorized representatives.

Signed, Sealed and Delivered in the presence of:

	TITUSVILLE-COCOA AIRPORT AUTHORITY ("TCAA")
Witness	By: Kevin Daugherty, AAE Director of Airports
	Date
	NORTH BREVARD DEVELOPMENT DISTRICT ("DISTRICT")
	By: George Mikitarian, Chair
	APPROVED AS TO FORM:
	By: County Attorney

#### EXHIBIT "A"

#### Exhibit "B"

#### ASSIGNMENT OF RENTS AND LIEN

THIS ASSIGNMENT OF RENTS AND LIEN (the "Agreement") is made and entered into this \_\_\_\_day of \_\_\_\_\_\_, 2022, by and between the following Parties: TITUSVILLE-COCOA AIRPORT DISTRICT, a dependent airport district in Brevard County, Florida, governed by the Titusville-Cocoa Airport Authority (hereinafter the "TCAA"), having an office and place of business at Space Coast Regional Airport (TIX), 355 Golden Knights Blvd., Titusville, Florid 32780, and the NORTH BREVARD DEVELOPMENT DISTRICT (hereinafter called the "DISTRICT"), a dependent special district created by the Brevard County Board of County Commissioners, (hereinafter called the "COUNTY"), pursuant to Sections 125.045, Florida Statutes and Brevard County Ordinance No. 2011-16 and Ordinance No. 2011-18. This document will be recorded in the Official Public Records of Brevard County, Florida.

The Parties mutually agree as follows:

- a. Assignment of Rents. Upon DISTRICT'S payment of Grant funds to TCAA pursuant to the North Brevard Development District Economic Incentive Agreement with Titusville-Cocoa Airport Authority (hereinafter the EIA), until completion of the extension of Challenger Avenue to Grissom Parkway, the DISTRICT shall have first rights (the "right") to receive, and an assignment upon, the rent the TCAA receives from its lease with Space Coast Innovation Park, LLC (hereinafter SCIP). Said right and assignment of rent shall be enforceable in the event a clawback is owed the DISTRICT under the terms herein, and shall be the primary means for TCAA to fund any repayment of Grant funds due to the DISTRICT under the terms of the clawback provisions below. If the assigned rent is insufficient to reimburse DISTRICT pursuant to the provisions below, TCAA shall reimburse DISTRICT from other legally available funds of TCAA.
- b. Clawback due to Sale. During the 36 months following the date the TCAA meets the criteria for reimbursement of each threshold of the incentive listed in paragraph 3.2 of the EIA, if the TCAA sells the property to another entity, then TCAA shall remit to the DISTRICT the full amount of any DISTRICT grant funds that the TCAA received. The funds shall be remitted prior to, or at, the transfer of the legal right to the property to the new owner (typically the real estate closing). The DISTRICT shall have a lien on the proceeds of such sale of property to secure its payment obligations with respect to the clawback.
- c. Clawback due to Failure to Build. During the 36 months following the date the TCAA meets the criteria for reimbursement of threshold IV pursuant to the EIA, if the TCAA fails to begin construction of the Challenger Avenue Extension, to include all necessary actions up to and including the laying of the first layer of asphalt of the extension, the Parties agree that TCAA shall return the full amount of the Grant funds to DISTRICT.

(Signature Page Follows)

IN WITNESS WHEREOF, the DISTRICT and the TCAA have caused this agreement to be executed and delivered by their duly authorized representatives.

County Attorney



The following invoices are presented to the Board for approval at the Regular Board Meeting being held February 16, 2023:

#### **Arthur Dunn Airport**

X21 - AWOS Replacement, Design, Bidding and Construction Services

AVCON, Inc. - Pay App #9 - (12/1/2022 - 12/31/2022) - \$2,330.00

X21 - Master Plan Update

Ricondo & Associates - Request #2 - (12/1/2022 - 12/31/2022) - \$2,947.14

#### **Space Coast Regional Airport**

TIX - ATCT Design & Bidding

AVCON, Inc. - Pay App #9 - (12/1/2022 - 12/31/2022) - \$167,768.58

TIX - Master Plan Update

Ricondo & Associates - Request #2 - (12/1/2022 - 12/31/2022) - \$4,049.83

TIX – Design & Construction VAC Taxilane and Apron (East Side)

Michael Baker Intl - Request #13 - (11/1/2022 - 12/31/2022) - \$33,139.33

TIX – Design & Construction VAC Apron East Side

Michael Baker Intl – Request #13 – (11/1/2022 – 12/31/2022) - \$39,650.45

#### **Merritt Island Airport**

COI - AWOS Replacement, Design, Bidding and Construction Services

AVCON, Inc. - Pay App #9 - (12/1/2022 - 12/31/2022) - \$2,330.00

COI - Master Plan Update

Ricondo & Associates - Request #2 - (12/1/2022 - 12/31/2022) - \$3,638.39

COI – EA T-Hangar Development

Michael Baker Intl - Request #6 - (3/1/2022 - 12/31/2022) - \$27,976.67

John Craig, Chairman	
Roger Molitor, Secretary	

# Airport Project Updates

**Legacy Projects** 

- TIX VAC Apron
- COI Corporate Hangar
- COI EA for Hangar Development

TIX, COI, X21

COI NASI

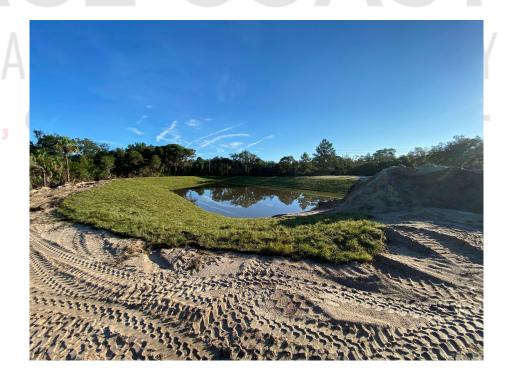
### PROJECT: TCAA/VAC APRON AND TAXILANE - SPACE COAST REGIONAL AIRPORT

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

CURRENT STATUS: Closeout paperwork in-progress.

SCHEDULE: 8 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT





### PROJECT: CORPORATE HANGAR – MERRITT ISLAND AIRPORT

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

CURRENT STATUS: Site permit conditionally approved, building has arrived, door has arrived, contract with C&D has been executed.

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, on-going.

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



### PROJECT: NORTH AREA SECURITY AND INFRASTRUTURE – MERRITT ISLAND AIRPORT

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

CURRENT STATUS: Sod has been installed, fence work will finish next week, paving work will commence the **2**<sup>nd</sup> week of March, then project closeout.

SCHEDULE: 5 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT





# Airport Project Updates



- X21 AWOS
- **COI AWOS**
- I TIX ATCT Design A AIRPORT AUTHORITY
- TIX Fuel Farm Relocation 21

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

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

CURRENT STATUS: We will issue a contract to the low bidder, order equipment, and work with FDOT on additional funds.

**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: We will issue a contract to the low bidder, order equipment, and work with FDOT on additional funds.

**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, 60% design meeting occurred 2/3/23, construction grant application has been submitted.

**SCHEDULE: 12 months** 



### **PROJECT:** Fuel Farm Relocation – Space Coast Regional Airport

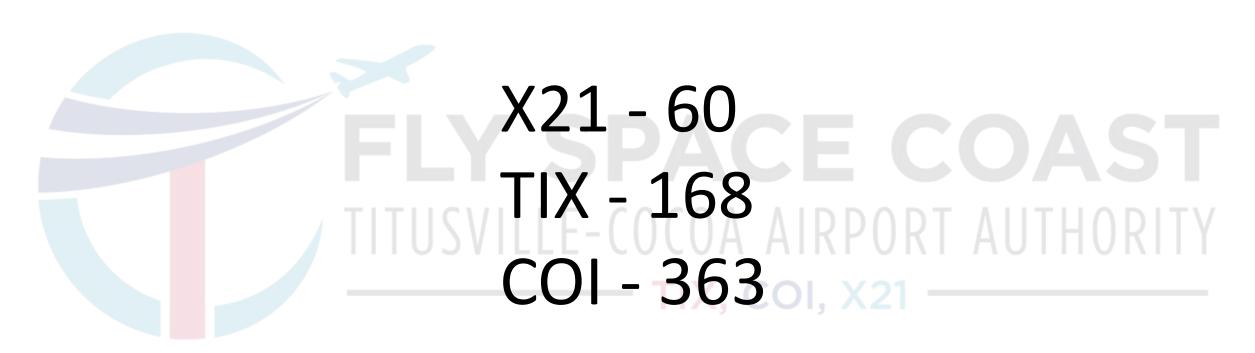
**BUDGET:** Current cost estimate is \$ 1.1m

**CURRENT STATUS: Working with FDOT on funding construction.** 

**SCHEDULE: 12 months** 



## January 2023 Operations



# TITUSVILLE COCOA AIRPORT AUTHORITY Bill Payments for All Vendors

January 8 - 14, 2023

Vendor	Type	Num	Date	Amount
AT&T	Bill Pmt -Check	40821	01/13/2023	869.05
ALLEN ENTERPRISES, INC.	Bill Pmt -Check	40822	01/13/2023	2,888.48
ACF STANDBY SYSTEMS	Bill Pmt -Check	40823	01/13/2023	249.00
AVCON	Bill Pmt -Check	40824	01/13/2023	167,768.58
AVCON	Bill Pmt -Check	40825	01/13/2023	5,653.93
AVCON	Bill Pmt -Check	40826	01/13/2023	1,797.22
BOWMAN SERVICES AND ELECTRIC, INC	Bill Pmt -Check	40827	01/13/2023	215.00
CULLIGAN	Bill Pmt -Check	40828	01/13/2023	61.98
COMMERCIAL SPACEFLIGHT FEDERATION		40829	01/13/2023	7,500.00
DAVIS VISION	Bill Pmt -Check	40830	01/13/2023	79.45
FEDEX	Bill Pmt -Check	40831	01/13/2023	62.75
FASTER THAN SOUND, INC	Bill Pmt -Check	40832	01/13/2023	1,780.00
FPL	Bill Pmt -Check	40833	01/13/2023	852.77
FPL	Bill Pmt -Check	40834	01/13/2023	1,669.96
FPL	Bill Pmt -Check	40835	01/13/2023	2,140.91
FPL	Bill Pmt -Check	40836	01/13/2023	1,176.11
HOME DEPOT CREDIT SERVICES	Bill Pmt -Check	40837	01/13/2023	774.44
JUDITH DURETTE	Bill Pmt -Check	40838	01/13/2023	1,170.00
MISSION SQUARE - 303301	Bill Pmt -Check	40839	01/13/2023	283.54
NIX PEST MANAGEMENT	Bill Pmt -Check	40840	01/13/2023	85.00
RICONDO	Bill Pmt -Check	40841	01/13/2023	5,651.10
RICONDO	Bill Pmt -Check	40842	01/13/2023	329.94
RICONDO	Bill Pmt -Check	40843	01/13/2023	6,136.42
RICONDO	Bill Pmt -Check	40844	01/13/2023	7,918.44
SEC-AAAE	Bill Pmt -Check	40845	01/13/2023	35.00
ROBERTSON'S LAWNS INC	Bill Pmt -Check	40846	01/13/2023	1,000.00
SAFEGUARD BUSINESS SYSTEMS	Bill Pmt -Check	40847	01/13/2023	261.98
THE SHERWIN WILLIAMS CO	Bill Pmt -Check	40848	01/13/2023	1,469.97
STAPLES	Bill Pmt -Check	40849	01/13/2023	30.99
TEN-8 FIRE & SAFETY, LLC	Bill Pmt -Check	40850	01/13/2023	1,564.89
WATKINS OIL	Bill Pmt -Check	40851	01/13/2023	3,764.09
AVCON	CHECK	40852	01/13/2023	1,689.40
AVCON	CHECK	40853	01/13/2023	1,772.93
AVCON ALEX JEVITT	CHECK	40854	01/13/2023 01/13/2023	7,494.75
FLORIDA COAST EQUIPMENT	CHECK Bill Pmt -Check	40855		368.37
CYNTHIA LENNARD,CPA	Bill Pmt -Check	40856	01/13/2023	6,789.09
Florida State Disbursement Unit	Bill Pmt -Check	40857 40858	01/13/2023 01/13/2023	1,962.75 95.31
DAVIS VISION	Bill Pmt -Check	40859	01/13/2023	79.45
STANDARD INSURANCE COMPANY	Bill Pmt -Check	40860	01/27/2023	707.37
CHLIC	Bill Pmt -Check	40861	01/27/2023	454.55
BOARD OF COUNTY COMMISSIONERS	Bill Pmt -Check	40862	01/27/2023	14,743.20
MISSION SQUARE - 303301	Bill Pmt -Check	40863	01/27/2023	283.54
Florida State Disbursement Unit	Bill Pmt -Check	40864	01/27/2023	95.31
AT&T	Bill Pmt -Check	40865	01/27/2023	599.41
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# TITUSVILLE COCOA AIRPORT AUTHORITY Bill Payments for All Vendors

January 8 - 14, 2023

Vendor	Туре	Num	Date	Amount
AT&T BUSINESS	Bill Pmt -Check	40866	01/27/2023	824.37
AT&T MOBILITY	Bill Pmt -Check	40867	01/27/2023	350.24
ALLEN ENTERPRISES, INC.	Bill Pmt -Check	40868	01/27/2023	2,967.93
AMAZON	Bill Pmt -Check	40869	01/27/2023	414.03
BREVARD UNIFORM CO	Bill Pmt -Check	40870	01/27/2023	173.76
Bowman Services and Electric, Inc	Bill Pmt -Check	40871	01/27/2023	650.00
CITY OF COCOA	Bill Pmt -Check	40872	01/27/2023	263.55
CITY OF TITUSVILLE	Bill Pmt -Check	40873	01/27/2023	228.31
CYNTHIA LENNARD	Bill Pmt -Check	40874	01/27/2023	5,031.00
DISH	Bill Pmt -Check	40875	01/27/2023	75.09
DYNAFIRE, INC	Bill Pmt -Check	40876	01/27/2023	540.00
DELUXE	Bill Pmt -Check	40877	01/27/2023	1,411.87
FLORIDA COAST EQUIPMENT	Bill Pmt -Check	40878	01/27/2023	919.65
KARL THORNE TRUCKING & LAND CLEARI	N(Bill Pmt -Check	40879	01/27/2023	102,392.17
MICHAEL BAKER INTERNATIONAL	Bill Pmt -Check	40880	01/27/2023	22,620.00
MICHAEL BAKER INTERNATIONAL	Bill Pmt -Check	40881	01/27/2023	33,139.33
MICHAEL BAKER INTERNATIONAL	Bill Pmt -Check	40882	01/27/2023	39,650.45
MICHAEL BAKER INTERNATIONAL	Bill Pmt -Check	40883	01/27/2023	27,976.67
MICHAEL BAKER INTERNATIONAL	Bill Pmt -Check	40884	01/27/2023	39,892.92
TRUIST ITEM PROCESSING CENTER	Bill Pmt -Check	40885	01/27/2023	1,822.88
GATTOS TIRES & AUTO SERVICE	Bill Pmt -Check	40886	01/27/2023	71.80
NIX PEST MANAGEMENT	Bill Pmt -Check	40887	01/27/2023	171.00
PERSONNEL CONCEPTS	Bill Pmt -Check	40888	01/27/2023	99.60
SUNBELT RENTALS, INC	Bill Pmt -Check	40889	01/27/2023	629.10
SOUTHERN JANITOR SUPPLY	Bill Pmt -Check	40890	01/27/2023	94.49
STAPLES	Bill Pmt -Check	40891	01/27/2023	44.77
T'S HANDYMAN SERVICE	Bill Pmt -Check	40892	01/27/2023	2,136.00
THE SHERWIN WILLIAMS CO	Bill Pmt -Check	40893	01/27/2023	36.79
WHITEBIRD ATTORNEYS AT LAW	Bill Pmt -Check	40894	01/27/2023	8,858.06
WINDSTREAM	Bill Pmt -Check	40895	01/27/2023	138.76
FPL	Bill Pmt -Check	40896	01/27/2023	570.13
FPL	Bill Pmt -Check	40897	01/27/2023	484.67
FPL	Bill Pmt -Check	40898	01/27/2023	476.04
FPL	Bill Pmt -Check	40899	01/27/2023	1,726.60

Total

\$ 559,258.45