

## AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
  - a. June 15, 2023, Minutes
    - i. Master Plan Update Board Visioning Workshop
    - ii. Regular Meeting
- F. Action Items
  - a. Approval of Revocable License Agreement with Perfection Autobody Inc. for Unimproved Property Located at Merritt Island Airport (COI)
  - b. Annual Performance Evaluation of Director of Airports
  - c. Invoices
    - i. Approval of Invoices
- G. Report: Deputy Director of Operations and Maintenance
  - a. Capital Improvement Projects Update
- H. Report: Deputy Director of Finance & Administration
  - a. Check Register
  - b. June Financial Statements
- I. Report: Authority Attorney
  - a. Wells Fargo Check Fraud Update
- J. Reports: Authority Members
- K. Public Comments
- L. Adjourn

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

A Visioning Workshop of the Titusville - Cocoa Airport Authority was held on June 15, 2023, at 4:00 p.m. at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida. A video conference option via Zoom was also provided. The following members were present: Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman / Treasurer; Mr. Roger Molitor, Secretary; Mr. Brad Whitmore; Mr. Al Voss; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Ms. Jessica Curry was absent.

**Call to Order**

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

**Pledge of Allegiance**

Members and attendees recited the Pledge of Allegiance.

**Approval of Agenda**

None required.

**Visioning Presentation****1. Brad Weston, CM, Director, Ricondo**

Mr. Daugherty introduced Mr. Brad Weston from Ricondo & Associates to the Board as the Project Manager for the Titusville – Cocoa Airport Authority’s master plan updates.

Mr. Weston discussed the strengths and opportunities tailored separately for each airport. Mr. Weston gave an overview of the Capital Improvement Program and associated projects, along with the costs and phasing for all three airports.

Mr. Weston gave an overview of potential stakeholders such as Air Traffic Control Tower, the Fixed Base Operators (FBO), commercial tenants, and the general public. Mr. Weston stated community workshops would occur in the future to engage public input.

In discussing the strengths and opportunities for Space Coast Regional Airport, Mr. Weston stated the airport was by far the largest of the three airports and is beneficial in being centrally located. Mr. Weston believes Space Coast Regional Airport would have great opportunities in charter operations and corporate activities.

Mr. Weston noted that Merritt Island Airport is iconic due to its centralized location along the river and its diverse mix of aeronautical activity. An aircraft viewing area for community engagement was discussed.

Mr. Weston discussed the opportunities for Arthur Dunn Airpark as being a bigger part of the community. Mr. Weston stated that having a diverse stream of non-aeronautical activity at Arthur Dunn, such as skydiving and a golf course, could be advantageous for enhancing revenue. Mr. Weston further stated that, because the FBO at Arthur Dunn is outdated and the airfield capacity is underutilized, a tremendous opportunity for growth in these areas exists.

**Board Discussion and Recommendations**

Mr. Daugherty questioned Mr. Weston regarding steps going forward. Mr. Weston indicated that the Forecast of Aviation Activity would be submitted to the FAA and FDOT for approval. Additional items would include the assembly of the Technical Advisory Committee(s) and Community Advisory Committee(s) to discuss future development / planning projects at all three airports.

**Public Comments**

None

**Adjournment w**

Mr. Craig adjourned the meeting at 4:54 p.m.

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JOHN CRAIG, CHAIRMAN

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DONN MOUNT, VICE CHAIRMAN / TREASURER

**TITUSVILLE – COCOA AIRPORT AUTHORITY**

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on June 15, 2023, at 5:00 p.m. at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida. The opportunity to join the meeting via Zoom video conference was also available. The following members were present: Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman / Treasurer; Mr. Roger Molitor, Secretary; Mr. Brad Whitmore; Mr. Al Voss; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird; Attorney. Ms. Jessica Curry was absent.

**Call to Order**

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

**Pledge of Allegiance**

Members and attendees recited the Pledge of Allegiance.

**Approval of the Agenda**

Mr. Craig called for any changes to the agenda. Mr. Daugherty informed the Board of a change to the agenda regarding the correct name of the Aeronautical Ground Lease Agreement, which should read “River Fly-In FBO and Restaurant, LLC,” for unimproved property located at Merritt Island Airport (COI).

Mr. Craig called for a motion to approve the amended agenda. Mr. Molitor made a motion to approve. Mr. Whitmore seconded the motion. Motion passed.

**Approval of Meeting Minutes:****1. May 18, 2023 – Regular Meeting**

Mr. Craig called for a motion to approve the May 18, 2023, meeting minutes as presented. Mr. Voss made the motion. Mr. Grainger seconded the motion. Motion passed.

**Action Items**

- 1. Approval of Aeronautical Ground Lease Agreement with River-Fly-In FBO and Restaurant, LLC, for Unimproved Property Located at Merritt Island Airport (COI)**

Mr. Daugherty reviewed the material terms and conditions regarding the ground lease agreement and requested approval from the Board. Mr. Voss made a motion to approve. Mr. Whitmore seconded the motion. Motion passed.

## **2. Annual Performance Evaluation of Director of Airports**

Mr. Daugherty provided an overview of his progress and accomplishments with the Titusville-Cocoa Airport Authority throughout the past two years. Mr. Craig requested that the Director's evaluation form be converted to a fillable PDF and distributed to Board members. The results will be reviewed and discussed at the July board meeting.

## **3. Approval of Invoices**

Mr. Hopman gave an overview of the invoices presented. Mr. Craig called for a motion to approve the invoices as presented. Mr. Voss made a motion to approve. Mr. Molitor seconded the motion. Motion passed.

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

### **1. Capital Improvement Projects Update**

Mr. Hopman stated that the site improvements for the Corporate Hangar project at Merritt Island Airport are moving forward and that the contractor is currently working on obtaining the Building Permit.

The North Area Security and Infrastructure (NASI) project at Merritt Island Airport is moving forward with paving and the removal of a septic tank as the final steps, which have been scheduled, stated Mr. Hopman.

Mr. Hopman stated the AWOS projects for Merritt Island Airport and Arthur Dunn Airpark are on schedule for the beginning of 2024.

Mr. Hopman stated the grant was recently closed for the Runway 9-27 rehabilitation project at Space Coast Regional Airport.

Mr. Hopman stated the Valiant Air Command (VAC) project is completed and the grant paperwork will be closed out next week.

The Challenger Road Extension project (Design Only) is in progress, stated Mr. Hopman.

Mr. Hopman offered details regarding the number of aircraft operations conducted at each airport, with all three airports being very active.

Mr. Hopman stated the flight training school at Merritt Island Airport , 2FLY Airborne, has been cooperative in reducing late-night and weekend flights in order to decrease the number of noise complaints.

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

#### **1. Check Register**

Ms. Kinard called for any questions. There were none.

#### **2. Bad Debt – Write Off**

Ms. Kinard gave details regarding the bad debt write-off which originated mostly from Airport Storage. A public auction was held on the storage units, and a small portion of the money was recovered for non-payment of rents, stated Ms. Kinard.

#### **3. May Financial Statements**

Ms. Kinard gave an overview of the financial statements for the month of May and called for questions from the Board. Mr. Grainger questioned the actual amount for fuel costs versus the budgeted amount. Ms. Kinard stated the figures were based on last year's information and increased according to the economic forecast for budgeting purposes. Mr. Mount questioned the number of empty hangars at each airport. Mr. Hopman stated that the reason for any vacant hangars is because they are in need of repairs, which are in progress. Mr. Molitor questioned the amount of cash on hand. Ms. Kinard agreed with Mr. Molitor's analysis regarding the May Financial Statements.

### **Authority Attorney Report**

#### **1. Wells Fargo Check Fraud Update**

Mr. Bird is currently compiling a list of financial experts and potential litigation costs that will be presented at the Board's July meeting.

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

Mr. Craig called for any comments from the Board. Mr. Voss discussed the issue of low-flying helicopters over hangars.

**Public Comments**

Mr. Craig called for public comments. There were none.

**Adjournment**

Mr. Craig adjourned the meeting at 5:58 p.m.

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JOHN CRAIG, CHAIRMAN

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DONN MOUNT, VICE CHAIRMAN/TREASURER

## **EXECUTIVE SUMMARY – LICENSE AGREEMENT, PERFECTION AUTO BODY INC. MERRITT ISLAND AIRPORT (COI)**

### **Introduction**

Since April 2017, Perfection Auto Body Inc. has been leasing unimproved property at Airport Self-Storage at Merritt Island Airport (COI) to conduct business under a “space use permit.” Perfection Auto Body’s operation entails the temporary storage of automobiles (Temporary Permitted Use), which will continue to generate revenue for the Authority.

### **Term of License**

This license agreement will be effective for 12 months and will expire at 11:59 p.m. on the day before the first anniversary of the Commencement Date. Furthermore, the Authority can terminate the agreement for any violation by providing 30 days’ written notice, and the agreement can also be terminated by the Authority, with or without cause, by providing 90 days’ written notice. The agreement may be terminated at any time if there is a mutual written agreement by both parties.

### **License Fee**

Under the previous agreement, annual rent was set at \$2,178.00; however, the new annual license fee will be \$5,460.00 which has been determined by appraised market value of the leasehold. The fee is based on the parcel size of 21,780 square feet. In addition, if payment is not remitted prior to the 10<sup>th</sup> of each month, a penalty for late payment of 18% per day will be applied.

### **Conditions and Insurance**

Perfection Auto Body Inc. acknowledges and agrees that:

- The premises can be utilized exclusively for the proposed use of temporary vehicle storage.
- Utilization of the property for any other purpose must be coordinated in advance and will require written approval from the Authority.
- All vehicles stored on the property must be operable and in good working order.

It will be the sole responsibility of Perfection Auto Body Inc. to:

- Ensure that working conditions are safe for its employees and contractors.
- Obtain all permits and/or licenses required for the Temporary Permitted Use.
- Affirm that any alterations or improvements to the premises, unless specifically authorized in writing by the Director of Airports, are not permitted.
- Surrender and return the property to the Authority in its original condition at the end of the license agreement.
- Indemnify and hold the Authority harmless from all claims arising out of injury to person or property on or in relation to the premises.

### **TCAA**

As per the agreement, the Authority bears no responsibility to ensure or verify that Perfection Auto Body Inc. is in compliance with applicable state and federal permit and approval requirements, nor will the Authority be liable to Perfection Auto Body or any individual or entity for damages.



## TITUSVILLE-COCOA AIRPORT AUTHORITY REVOCABLE LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2023, by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, a special taxing district existing under the laws of the State of Florida, whose mailing address is 51 Bristow Way, Titusville, Florida 32780 (the "Authority") and PERFECTION AUTO BODY INC., whose mailing address is 2319 N. Cocoa Blvd., Cocoa, FL 32922, (the "Licensee").

### RECITALS

WHEREAS, the Authority is the owner and operator of the property known as Merritt Island Airport (COI), which includes both aeronautical and non-aeronautical property (the "Airport"); and

WHEREAS, the Airport is subject to the requirements of various federal laws and regulations including, without limitation, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration, including specifically Order 5190.6B; and

WHEREAS, the Licensee desires to lease and temporarily utilize specified non-aeronautical portions of the Airport from the Authority for the purpose of temporarily storing automobiles on site (the "Temporary Permitted Use"); and

WHEREAS, the requested Temporary Permitted Use is consistent with the Authority's Comprehensive Plan, Zoning Ordinance, Airport Master Plan, and other applicable state and federal laws and, further, is in the best interest of the Authority and the Airport; and

WHEREAS, Licensee agrees to the terms and conditions of temporary use of the Airport property as specified in this Agreement, including, without limitation, the release, indemnity and hold harmless provisions, required Insurance provisions, fees, and other terms, conditions and requirements as detailed herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Licensee do hereby agree as follows:

### SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

## SECTION 2. PREMISES.

The Authority hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Airport property described and shown on Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises"). This license shall include a limited right of ingress and egress to the Premises at such times as are specified herein using only the access roads specified in Section 8.B. below.

## SECTION 3. DURATION OF LICENSE.

A. This License Agreement will be effective for 12 months and shall terminate at 11:59 p.m. on the day before the first anniversary of the Commencement Date unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this Agreement, including acknowledged receipt and sufficiency of required insurance as set forth herein.

## SECTION 4. NONEXCLUSIVE USE OF PREMISES.

The Authority and the Licensee further agree that other Airport uses may take place concurrently with Licensee's Temporary Permitted Use of the Premises.

## SECTION 5. PERMITTED USE OF PREMISES.

A. The Licensee may use the Premises ONLY for the Temporary Permitted Use, and as part and parcel thereof, all vehicles stored on the Premises by Licensee shall be in operable condition, and the Premises shall not be utilized to store "junk" other otherwise inoperable vehicles of any kind. Licensee shall be solely responsible for the proposed use, including doing any and all things necessary to ensure the Premises is made safe for the Licensee's proposed use by employees and contractors.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than that stated above, without a prior written amendment to this Agreement signed by the Authority. All activities in connection with the Temporary Proposed Use shall be coordinated in advance with the Authority.

## SECTION 6. REQUIRED PERMITS.

A. The Licensee, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with the Temporary Permitted Use and/or this Agreement. All such permits/licenses shall be obtained prior to Licensee's first use, and copies shall be provided to the Director of Airports. Failure to obtain said approvals and permits will render the license granted hereby null and void.

B. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting

requirements, conditions, terms or restrictions. No rights to obtain a temporary conditional use approval nor any other rights to the proposed use have been granted or implied simply by the Authority's approval of this Agreement. Licensee may not attempt to force or coerce the Authority to approve any temporary use of the Premises by asserting that the Authority has committed to such approvals based on the theory of vested rights or equitable estoppel or any other legal theory based on the Authority's approval of this Agreement and/or any agreement(s) with one or more third parties.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible federal, state and local authorities or other entities necessary to use the Premises for the Temporary Permitted Use. Further, it is expressly agreed and understood that the Authority has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any authorization granted by the Authority shall not in any way be interpreted as a waiver, modification, or grant of any state or federal agency permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Authority, its officers, employees and agents harmless for and from administrative, civil and criminal penalties for any violation of federal and state statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting the Authority from bringing an enforcement action to compel compliance herewith.

#### SECTION 7. LICENSE FEE; OTHER COSTS.

The Licensee agrees that the monthly base license fee for temporary use of the Premises shall be Four Hundred and Fifty-Five Dollars (\$455.00) per month. The fee is based on Exhibit "A" (21,780 square feet) and is due / payable on or before the 10<sup>th</sup> of the month following the month of use. If the fee is not paid when due, payment is subject to a 18% per day late payment fee and this Agreement shall be freely terminable at Authority's sole discretion and without recourse to Licensee. The Licensee is responsible for all taxes, fees or any other costs associated with each use.

#### SECTION 8. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any alteration to the Premises, to make improvements to the Premises or to place improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the Director of Airports.

B. RETURN CONDITION / REPAIR OBLIGATION. The Licensee agrees to surrender / return the Premises to the Authority in the same condition as existed prior to Licensee's use. This obligation includes but is not limited to the obligation to return the Premises in a clean condition, free from garbage, trash, junk and debris. If the Premises is not returned in clean condition, the Authority shall clean the Premises and bill the Licensee. Any such bill shall be fully paid by Licensee to the Authority within ten (10) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons and/or guests. Licensee acknowledges that said repair may only be

performed by Authority personnel or other authorized and qualified contractors of the Authority. In addition, Licensee acknowledges that said repair shall be in accordance with all federal, state and local public improvement standards, rules and regulations, including but not limited to public improvement standards, and when triggered, public bidding and contracting rules. If the Premises is returned with damages necessitating repair, unless otherwise agreed by the parties, the Authority shall conduct the repair to the premises and bill the Licensee. Any such bill shall be fully paid by Licensee within thirty (30) days of receipt. Failure to pay any bill under this section shall disqualify Licensee and its affiliates from any future use of the Premises. In addition, the Authority may pursue any legal action to recover the debt.

#### SECTION 10. INDEMNITY / HOLD HARMLESS.

A. Licensee, to the fullest extent permitted by Florida law, covenants, and agrees that it will indemnify and hold harmless the Authority, its officers, employees and agents, from any and all claims, actions, losses, damages, costs, charges, liabilities and expenses, (as well as attorney's fees and costs, at both trial and appellate levels), including, but not limited to claims in connection with any loss of life, personal injury, (including death), or property damage, arising from, or out of, the occupancy or use of the Premises or use of any other part of the Authority's property, by the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests. Notwithstanding anything to the contrary in this Agreement, the parties hereto shall retain for themselves all claims and defenses under Florida's sovereign immunity laws.

B. The parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages (including without limitation lost profits and opportunity costs).

#### SECTION 11. REQUIRED INSURANCES.

A. Licensee agrees to indemnify and hold the Authority harmless from all claims arising out of injury to person or property on or in relation to the Premises and/or this Agreement. Licensee agrees to and shall secure from date of occupancy, from a good and responsible insurance company doing business in Florida, adequate fire and extended insurance coverage on all of its fixtures, goods, wares, improvements in or on the Premises. The Authority shall not be liable to the Licensee and/or any individual or entity claiming through Licensee, if any, for any damage by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect) no matter how caused, it being understood that Licensee will look solely to its insurer for reimbursement. Licensee, at its sole cost and expense, shall also maintain in full force and effect during the term of this Agreement and any renewal thereof, public liability insurance in the following minimum amounts:

\$1,000,000 - single limit, per occurrence; and  
\$1,000,000 - general aggregate.

Said public liability policy shall contain a stipulation that Licensee's insurer will provide thirty (30) days written notice of cancellation of such insurance to the Authority prior to cancellation. Such policy shall be carried by solvent and responsible insurance companies licensed to do business in the state where the Premises is located. At the commencement of the term of this Agreement, Licensee shall deliver to the Authority a certificate issued and executed by Licensee's insurer evidencing the insurance coverage required hereunder and naming the Authority as an additional insured. The Authority shall, at its sole cost and expense, maintain in full force and effect during the initial term of this Agreement and any renewal term: (i) fire insurance on the building of which the Premises forms a part and (ii) public liability insurance, to the extent allowed by law. Nothing in this section shall be interpreted as a waiver, expansion, modification and/or abridgement of the Authority's sovereign immunity under Florida law.

D. REJECTION / NOTICE. Authority reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Authority reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Licensee agrees to notify the Authority in writing via email within five (5) business days and to provide a copy of the non-renewal or cancellation notice or written specifics as to which coverage is no longer in compliance.

#### SECTION 12. TERMINATION.

This Agreement may be terminated by the Authority for any material violation hereof upon thirty (30) days' written notice to the Licensee. Separately, this Agreement may also be freely terminated by the Authority for any reason or no reason upon ninety (90) days' written notice to Licensee. This Agreement may also be terminated by mutual written agreement of the parties signed by both Licensee and Authority at any time. Regardless of how terminated, Licensee shall pay to Authority all fees to be paid pursuant to this Agreement during any time Licensee has the right to occupy the Premises regardless of whether Licensee actually does occupy the Premises during such time(s).

#### SECTION 13. NOTICES.

All notices required to be given hereunder shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be

sent to the parties at their respective addresses as identified below, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this section:

If to Licensee:

Perfection Auto Body Inc.  
c/o Mr. Douglas L. Trickel, President  
2319 N. Cocoa Blvd.  
Cocoa, FL 32922  
Email: [pab.inc.06@gmail.com](mailto:pab.inc.06@gmail.com)

If to Authority:

Titusville-Cocoa Airport Authority  
c/o Director of Airports  
51 Bristow Way  
Titusville, FL 32780  
[kdaugherty@flyspacecoast.org](mailto:kdaugherty@flyspacecoast.org)  
[ckinard@flyspacecoast.org](mailto:ckinard@flyspacecoast.org)

SECTION 14. NO ASSIGNMENT.

The Licensee shall not assign this Agreement and/or any part, portion or right hereof or hereunder to any person or entity without the express, written consent of Authority. Any attempt to assign this Agreement without Authority's express, written consent shall operate to automatically revoke the license granted herein, and the Agreement will be deemed terminated.

SECTION 15. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 16. AMENDMENT -MODIFICATION.

This Agreement may only be modified by a written document duly executed by the Authority and the Licensee and may not be otherwise modified. No oral modification of this Agreement shall be valid or enforceable under any circumstances.

## SECTION 17. SEVERABILITY.

If any clause, section, sentence or any other portion or any part of this Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or void, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

## SECTION 18. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this Agreement shall be brought solely and irrevocably in any court of competent jurisdiction located in Brevard County, Florida, forsaking all other jurisdictions and venues. This Agreement shall be governed by Florida Law.

In any action arising from and/or related to this Agreement and/or the Premises, the prevailing party shall have and recover from the non-prevailing party all reasonable attorneys' fees and costs incurred including without limitation all fees and costs occurred in any appeal related thereto and/or incurred litigating entitlement to and/or amount of attorneys' fees and/or costs to be awarded.

## SECTION 19. REQUIRED FEDERAL PROVISIONS.

A. ADDITIONAL CIVIL RIGHTS PROVISION. Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Licensee transfers its obligation to another, the transferee is obligated in the same manner as Licensee. This provision obligates Licensee for the period during which the Premises is used and/or possessed by Licensee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. REQUIRED CLAUSE FOR TRANSFER OF REAL PROPERTY. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

(i) Licensee for itself, its successors in interest and its assigns, as a part of the consideration for this Agreement, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said Premises and the facilities thereon and hold the same as if the Agreement had never been made or issued.

C. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 — 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by



discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

***(Signature Page Follows)***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

WITNESS:

**Licensee**

Perfection Auto Body Inc.

\_\_\_\_\_  
(Print Name)

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

Douglas L. Trickel, President

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

**Authority**

Titusville-Cocoa Airport Authority

WITNESS:

\_\_\_\_\_  
(Print Name)

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

Kevin Daugherty, AAE, Director of Airports

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

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Kevin Daugherty, as Director of Airports of the Titusville-Cocoa Airport Authority, who  is personally known to me OR  has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public (Signature of Notary)

\_\_\_\_\_  
Name legibly printed, typewritten or stamped

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Douglas L. Trickel as President of Perfection Auto Body Inc. who  is personally known to me OR  has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public (Signature of Notary)

\_\_\_\_\_  
Name legibly printed, typewritten or stamped

# Exhibit "A"



MERRITT ISLAND AIRPORT

KEYMAP:

REVISIONS			
No.	Description	Date	By

Project Name:  
MERRITT ISLAND AIRPORT

Perfection Auto Body Inc.

Drawing Name:  
**EXHIBIT 1**

Project Number: NA	Date: FEBRUARY 2017
Project Name: TBD	Drawing Number:
Project Price: TBD	

Image courtesy of USGS Earthstar Geographics SIO © 2017 Microsoft Corporation

PROJECT MAPS AND LAYOUTS ARE THE PROPERTY OF PERFECTION AUTO BODY INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

**SPACE USE PERMIT**

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

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

Name: **Perfection Auto Body, Inc.**  
Address: **658 S. Plumosa Street**  
**Merritt Island, FL 32952**

Contact: **Doug Trickel**  
Telephone: **(321) 453-2373** Fax:  
Email: **pab.inc.06@gmail.com** Cell:

**Company Financial Billing Contact(s):**

Name: DOUG OR DEBORAH TRICKEL  
Address: 658 S. PLUMOSA ST. MERRITT ISLAND  
Telephone: 321-453-2373 Fax: —  
E-mail: PAB.INC.06@GMAIL.COM

**Company - 24 Hour Emergency Contacts - minimum of 2 contacts required**

Name & Title: DOUG TRICKEL (PRESIDENT)  
Address: 3790 GREENVILLE ST  
COCOA FL 32926  
Telephone: 321 453-2373 Fax: —  
Pager: — Cell: —  
Email: PAB.INC.06@GMAIL.COM Other: —

Name & Title: DEBORAH TRICKEL  
Address: 3790 GREENVILLE ST  
COCOA FL 32926  
Telephone: 321-394-5295 Fax: —  
Pager: — Cell: —  
Email: KATTRICKEL@GMAIL.COM Other: —

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

Storage of Vehicles. This permit is contingent on Company obtaining a Contract with GSA or other comparable agency, which requires Company's need for storage space.

In addition, all stored vehicles must be in operable condition, free of any leaks of any and all petroleum products.

All vehicles stored must be subject to the above referenced Contract. No other vehicles shall be permitted.

3. **Space/Area to be Occupied.** Company is authorized to use the space at Airport described in Attachment A-1.

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

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

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

5. **Term.** This Permit is effective, from the date of execution, to permit use or occupancy for the period stated in Attachment A-4, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least ninety (90) days written notice of its intention to do so.

6. **Amount of Insurance Required.** Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs K(1) and K(2) hereof. The amounts of coverage are specified in Attachment A-5.

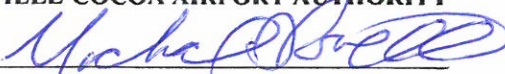
7. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in Attachment A-6.

8. **Utility and Service Charges.** Except as otherwise expressly shown on Attachment A-7, Company shall be responsible for all utility and service charges.

9. **Additional Terms and Conditions.** Company does hereby further agree to abide by all of the terms and conditions attached hereto. Special Terms and Conditions are shown in Attachment A-8.

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

BY: 

TITUSVILLE-COCOA AIRPORT AUTHORITY  
BY: 

DATE: 4-27-17

DATE: 4/28/17

**ATTACHMENT A  
SPACE USE PERMIT**

**A-1. SPACE/AREA TO BE OCCUPIED**

<u>Location</u>	<u>S.F.</u>	<u>Rate P.S.F</u>	<u>Annual Rate</u> (Applicable sales tax not included)	<u>Monthly Rate</u> (Applicable sales tax not included)
(EXHIBIT A)		\$0.10	\$2,178.00	\$181.50
(EXHIBIT B)		\$	\$	\$
		<b>TOTAL</b>	<b>\$</b>	<b>\$</b>

Exhibit Attached

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

**A-3. PERCENTAGE OF RECEIPTS**

Company will pay [N/A] of its Gross Receipts to Authority for any month in the period in which this permit is in effect when this sum is greater than the Space Rental Charge.

**A-4. TERM.**

The period of occupancy permitted under this permit will be MAY 1, 2017 through DEC. 31, 2019 (WITH POSSIBLE EXTENSION IF CONTRACT IS EXTENDED) & COULD BE 2 YEAR.

**A-5. INSURANCE REQUIREMENTS**

The minimum coverage required is:

- Automobile Liability **\$1,000,000**
- Commercial General Liability **\$1,000,000**
- Workers Compensation **As required by the laws of Florida.**
- Employer's Liability **\$100,000 each accident, \$500,000 disease-policy limit and \$100,000 disease-policy-each employee**

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

**A-6. AMOUNT OF SECURITY DEPOSIT**

One month security deposit in the amount of \$

**A-7. UTILITY & SERVICE CHARGES.**

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

## TITUSVILLE-COCOA AIRPORT AUTHORITY

### TERMS AND CONDITIONS OF SPACE USE PERMIT

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

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

amounts secured by such liens have been paid and all other defaults under this Permit have been cured.

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

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

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

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

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



H. **Percentage Fees.** In the event that the consideration to be paid under Paragraph 4 hereof is based in whole or in part on a percentage of Company's "Gross Receipts," such term as used herein shall mean all amounts billed or received by Company or any agent of Company or sublessees from its business at the Airport, excluding only (i) the amount of all credits and refunds to customers actually made by Company. (ii) the amount of any federal, state or municipal sales or other similar taxes separately stated to and paid by customers of Company now or hereafter levied and imposed and (iii) the proceeds from the sale of capital assets. If Company shows the percentage of Gross Receipts payable to Authority as a separate charge to Company's customers, then this separate charge must also be included in Company's Gross Receipts.

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

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

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

Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Authority at its offices, (b) a computer run hard copy, or (c) legible microfiche or microfilm, together with access to a

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

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

understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Company.

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

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

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

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

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Titusville-Cocoa Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom

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

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

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

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

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

landlord under the applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes.

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

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

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

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

Titusville-Cocoa Airport Authority  
Attention: Executive Director  
355 Golden Knights Boulevard

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

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

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

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

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

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

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

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as

it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

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

#### **W. Discrimination Not Permitted.**

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

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

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

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

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

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

#### **X. Federal Aviation Administration Requirements.**

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

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

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

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



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

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

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

**Y. Foreign Trade Zone Requirements.**

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

**Z. Hazardous Materials.**

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

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

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

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

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

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

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

AA. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TITUSVILLE-COCOA AIRPORT AUTHORITY

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

*Michael Bell*

Executive Director

*Chief Executive Officer*

PERFECTION AUTO BODY, INC.

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

*Douglas Trickel* 4-27-17

DOUGLAS TRICKEL



MERRITT ISLAND AIRPORT

DESIGNED BY:  
**Michael Baker INTERNATIONAL**

12740 GRAN BAY PKWY W, SUITE 3110  
JACKSONVILLE, FLORIDA 32259  
PHONE: (904) 380-2500  
CORPORATE LICENSE NUMBER 28961

Designation	DB	BC
Contract Number		
Peak		

REVISIONS

No.	Description	REVISED BY	Date	By

Project Name  
**MERRITT ISLAND AIRPORT**

Perfection Auto Body Inc.

Drawing Name  
**EXHIBIT 1**

Project Number	NA	Date	FEBRUARY 2017
Scale	TBD	Contract Number	
Revision	TBD		
	TBD		

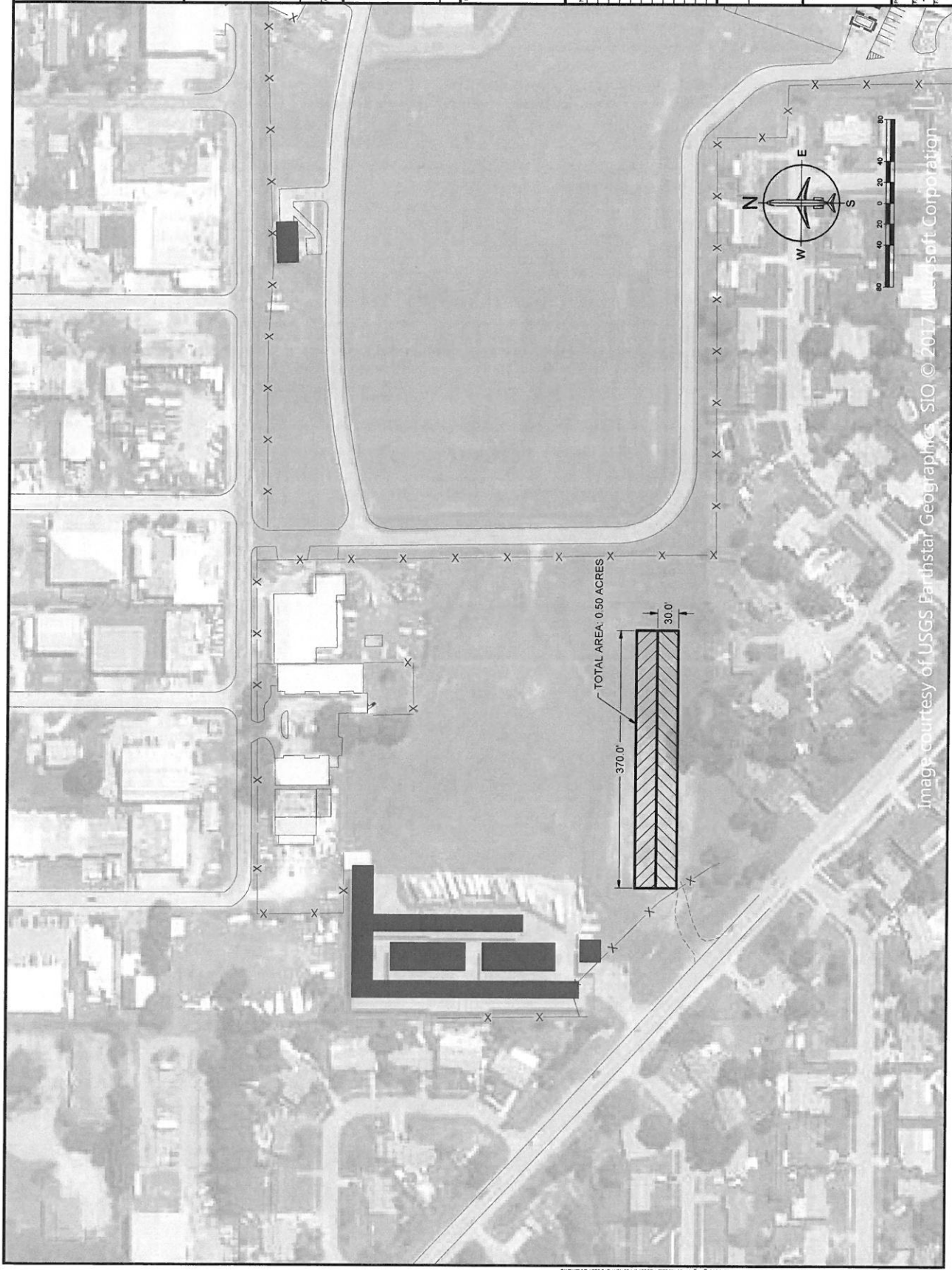


Image courtesy of USGS Earthstar Geographics. SIQ © 2017 Microsoft Corporation



The following invoices are presented to the Board for approval at the Regular Board Meeting being held July 20, 2023:

**Arthur Dunn Airport**

**X21 – Master Plan Update**

Ricondo & Associates – Request #7 – (5/1/2023 – 5/31/2023) - **\$10,785.14**

**Space Coast Regional Airport**

**TIX – Master Plan Update**

Ricondo & Associates - Request #7 – (5/1/2023 – 5/31/2023) - **\$10,873.28**

**Merritt Island Airport**

**COI – Master Plan Update**

Ricondo & Associates - Request #7 – (5/1/2023 – 5/31/2023) - **\$9,450.00**

**COI – Corporate Hangar (Grainger 50/50)**

C&D Construction, Inc. – Pay App #3 - (5/26/2023 – 6/25/2023) - **\$34,153.04**

**COI – North Area Security and Infrastructure Project**

Michael Baker International – Pay App #18 – (1/1/2023 – 6/30/2023) - **\$15,946.70**

Karl Thorne Trucking & Land Clearing – Pay App #10 – (4/1/2023 – 6/30/2023) - **\$51,806.83**

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**John Craig, Chairman**

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**Roger Molitor, Secretary**

# Airport Project Updates

## Legacy Projects

- COI Corporate Hangar
- COI NASI

FLY SPACE COAST  
TITUSVILLE-COCOA AIRPORT AUTHORITY  
TIX, COI, X21



# PROJECT: CORPORATE HANGAR – MERRITT ISLAND AIRPORT

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

CURRENT STATUS: **Waiting on County to approve door, fees have been paid, expect a building permit within a few days.**

SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT





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

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

CURRENT STATUS: Sewer hooked up to septic, removal of septic this week, project closeout.

SCHEDULE: 5 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT



COAST  
RT AUTHORITY

# Airport Project Updates

## New Projects

- X21 AWOS
- COI AWOS

FLY SPACE COAST  
TITUSVILLE-COCOA AIRPORT AUTHORITY  
TIX, COI, X21

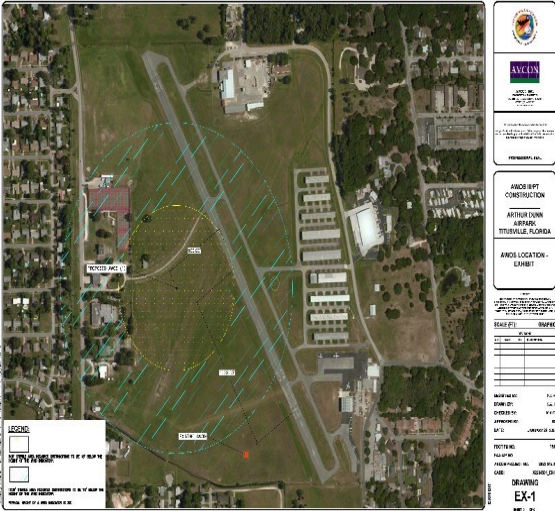


# PROJECT: Automated Weather Observation System (AWOS) Replacement – Arthur Dunn Airpark

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

**CURRENT STATUS:** Equipment order has been placed. Supply chain issues resolving. Expect construction to start beginning of 2024.

**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.

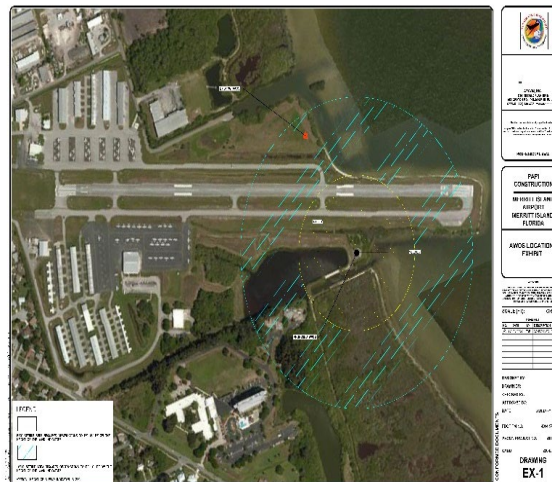


# PROJECT: Automated Weather Observation System (AWOS) Replacement – Merritt Island Airport

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

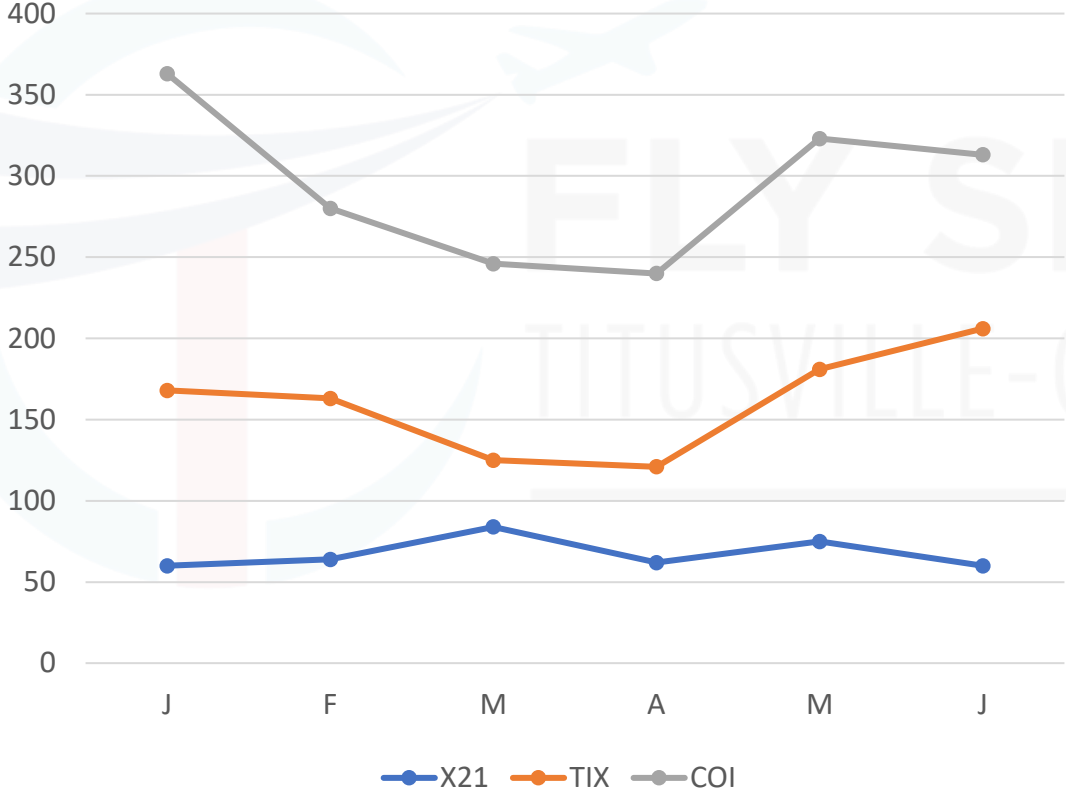
**CURRENT STATUS:** Equipment order has been placed. Supply chain issues resolving. Expect construction to start beginning of 2024.

**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.



# June 2023 Average Daily Operations

2023 Operations



**X21 - 60**

**TIX - 206**

**COI - 313**

Vendor	Type	Num	Date	Amount
CHLIC	Bill Pmt -Check	5243	05/31/2023	\$ 522.54
Davis Vision	Bill Pmt -Check	5244	05/31/2023	\$ 99.29
STANDARD INSURANCE COMPANY	Bill Pmt -Check	5245	05/31/2023	\$ 739.88
Board of County Commissioners	Bill Pmt -Check	5246	05/31/2023	\$ 15,835.08
Mission Square - 303301	Bill Pmt -Check	5247	06/02/2023	\$ 383.54
Florida State Disbursement Unit	Bill Pmt -Check	5248	06/02/2023	\$ 95.31
AT&T	Bill Pmt -Check	5249	06/02/2023	\$ 312.40
AT&T	Bill Pmt -Check	5250	06/02/2023	\$ 824.37
AT&T Internet	Bill Pmt -Check	5251	06/02/2023	\$ 53.50
ACF STANDBY SYSTEMS	Bill Pmt -Check	5252	06/02/2023	\$ 1,897.00
Alligator Plumbing	Bill Pmt -Check	5253	06/02/2023	\$ 445.00
AVCON	Bill Pmt -Check	5254	06/02/2023	\$ 13,980.71
Brevard Uniform Co	Bill Pmt -Check	5255	06/02/2023	\$ 86.88
C & D Construction, Inc	Bill Pmt -Check	5256	06/02/2023	\$ 15,300.00
City Of Titusville	Bill Pmt -Check	5257	06/02/2023	\$ 1,096.00
Crawford Brothers Enterprises, LLC	Bill Pmt -Check	5258	06/02/2023	\$ 3,526.00
Department of Environmental Protection	Bill Pmt -Check	5259	06/02/2023	\$ 100.00
Dish	Bill Pmt -Check	5260	06/02/2023	\$ 75.09
Faster Than Sound, Inc	Bill Pmt -Check	5261	06/02/2023	\$ 1,780.00
Florida Alarm & Security Technologies	Bill Pmt -Check	5262	06/02/2023	\$ 465.50
Florida Coast Equipment	Bill Pmt -Check	5263	06/02/2023	\$ 9,233.71
FPL	Bill Pmt -Check	5264	06/02/2023	\$ 1,113.24
Keepem Runnin, LLC	Bill Pmt -Check	5265	06/02/2023	\$ 100.83
Kimley-Horn and Associates, INC	Bill Pmt -Check	5266	06/02/2023	\$ 2,000.00
Pitney Bowes Inc	Bill Pmt -Check	5267	06/02/2023	\$ 192.54
RICONDO	Bill Pmt -Check	5268	06/02/2023	\$ 37,619.82
RICONDO	Bill Pmt -Check	5269	06/02/2023	\$ 23,098.99
RICONDO	Bill Pmt -Check	5270	06/02/2023	\$ 15,816.57
RICONDO	Bill Pmt -Check	5271	06/02/2023	\$ 65,813.00
Robertson's Lawns Inc	Bill Pmt -Check	5272	06/02/2023	\$ 1,000.00
Safety-Kleen Systems, Inc	Bill Pmt -Check	5273	06/02/2023	\$ 946.20
CARR, RIGGS & INGRAM	Bill Pmt -Check	5274	06/02/2023	\$ 1,000.00
Southern Janitor Supply	Bill Pmt -Check	5275	06/02/2023	\$ 344.88
TEN-8 FIRE & SAFETY, LLC	Bill Pmt -Check	5276	06/02/2023	\$ 31.84
T's Handyman Service	Bill Pmt -Check	5277	06/02/2023	\$ 10,075.00
Truist Item Processing Center	Bill Pmt -Check	5278	06/02/2023	\$ 4,907.80
Wall Automotive Group	Bill Pmt -Check	5279	06/02/2023	\$ 698.00
Waste Management	Bill Pmt -Check	5280	06/02/2023	\$ 451.23
Waterbird Window Cleaning	Bill Pmt -Check	5281	06/02/2023	\$ 870.00
Watkins Oil	Bill Pmt -Check	5282	06/02/2023	\$ 4,783.52
Lisa Nicholas	Bill Pmt -Check	5283	06/02/2023	\$ 317.39
Stine Fredheim	Bill Pmt -Check	5284	06/02/2023	\$ 1,347.62
Chris Fauver	Bill Pmt -Check	5285	06/02/2023	\$ 25.00
David Lynch	Bill Pmt -Check	5286	06/02/2023	\$ 50.00
Philip Shirley	Bill Pmt -Check	5287	06/02/2023	\$ 25.00
Steven Vitrella	Bill Pmt -Check	5288	06/02/2023	\$ 200.00

Mission Square - 303301	Bill Pmt -Check	5289	06/16/2023	\$	383.54
Florida State Disbursement Unit	Bill Pmt -Check	5290	06/16/2023	\$	95.31
Amazon Capital services	Bill Pmt -Check	5291	06/16/2023	\$	118.79
AT&T	Bill Pmt -Check	5292	06/16/2023	\$	137.93
AVCON	Bill Pmt -Check	5293	06/16/2023	\$	9,922.50
AVCON	Bill Pmt -Check	5294	06/16/2023	\$	3,075.00
AVCON	Bill Pmt -Check	5295	06/16/2023	\$	28,390.23
Bennett Fire Products	Bill Pmt -Check	5296	06/16/2023	\$	5,889.24
Brown & Brown Insurance	Bill Pmt -Check	5297	06/16/2023	\$	2,945.75
Culligan	Bill Pmt -Check	5298	06/16/2023	\$	84.48
Florida Alarm & Security Technologies	Bill Pmt -Check	5299	06/16/2023	\$	142.50
Florida Coast Equipment	Bill Pmt -Check	5300	06/16/2023	\$	188.37
FPL	Bill Pmt -Check	5301	06/16/2023	\$	957.84
FPL	Bill Pmt -Check	5302	06/16/2023	\$	1,493.51
FPL	Bill Pmt -Check	5303	06/16/2023	\$	2,207.15
FPL	Bill Pmt -Check	5304	06/16/2023	\$	1,818.23
Gatto's Tires & Auto Service	Bill Pmt -Check	5305	06/16/2023	\$	40.00
Home Depot Credit Services	Bill Pmt -Check	5306	06/16/2023	\$	1,573.37
Keepem Runnin, LLC	Bill Pmt -Check	5307	06/16/2023	\$	33.32
Konica Minolta Business Solutions	Bill Pmt -Check	5308	06/16/2023	\$	434.93
Lacy's Lock	Bill Pmt -Check	5309	06/16/2023	\$	80.00
LOWE'S	Bill Pmt -Check	5310	06/16/2023	\$	228.05
Michael Baker International	Bill Pmt -Check	5311	06/16/2023	\$	4,788.60
Pitney Bowes Bank Inc Purchase Power	Bill Pmt -Check	5312	06/16/2023	\$	201.00
Robertson's Lawns Inc	Bill Pmt -Check	5313	06/16/2023	\$	7,000.00
Southern Janitor Supply	Bill Pmt -Check	5314	06/16/2023	\$	97.34
Staples	Bill Pmt -Check	5315	06/16/2023	\$	220.85
Strong Unlimited Air and Heat, LLC	Bill Pmt -Check	5316	06/16/2023	\$	525.00
T's Handyman Service	Bill Pmt -Check	5317	06/16/2023	\$	3,200.00
Wall Automotive Group	Bill Pmt -Check	5318	06/16/2023	\$	63.97
Watkins Oil	Bill Pmt -Check	5319	06/16/2023	\$	1,611.46
Whitebird Attorneys at Law	Bill Pmt -Check	5320	06/16/2023	\$	8,587.00
Windstream	Bill Pmt -Check	5321	06/16/2023	\$	311.70
Wolen, L.L.C.	Bill Pmt -Check	5322	06/16/2023	\$	5,186.27
Ryan Arthur Link	Bill Pmt -Check	5323	06/16/2023	\$	600.00
Kenneth Hall	Bill Pmt -Check	5324	06/16/2023	\$	50.00
Stephen Chinn	Bill Pmt -Check	5325	06/16/2023	\$	50.00
Cole Villemain	Bill Pmt -Check	5326	06/16/2023	\$	50.00
Al Ortiz	Bill Pmt -Check	5327	06/16/2023	\$	380.34
Valiant Air Command	Bill Pmt -Check	5328	06/22/2023	\$	126,334.00
Davis Vision	Bill Pmt -Check	5329	06/30/2023	\$	89.37
STANDARD INSURANCE COMPANY	Bill Pmt -Check	5330	06/30/2023	\$	739.88
Mission Square - 303301	Bill Pmt -Check	5331	06/30/2023	\$	383.54
Board of County Commissioners	Bill Pmt -Check	5332	06/30/2023	\$	15,835.08
CHLIC	Bill Pmt -Check	5333	06/30/2023	\$	522.54
Davis Vision	Bill Pmt -Check	5334	06/30/2023	\$	88.12
Allen Enterprises, Inc.	Bill Pmt -Check	5335	06/30/2023	\$	3,889.52
Amazon Capital services	Bill Pmt -Check	5336	06/30/2023	\$	63.91
AT&T	Bill Pmt -Check	5337	06/30/2023	\$	1,463.20

AT&T	Bill Pmt -Check	5338	06/30/2023	\$	824.37
AT&T Internet	Bill Pmt -Check	5339	06/30/2023	\$	53.50
AT&T Mobility	Bill Pmt -Check	5340	06/30/2023	\$	350.24
Bound Tree Medical	Bill Pmt -Check	5341	06/30/2023	\$	30.61
Brevard Uniform Co	Bill Pmt -Check	5342	06/30/2023	\$	195.28
City Of Titusville	Bill Pmt -Check	5343	06/30/2023	\$	1,091.68
City of Cocoa	Bill Pmt -Check	5344	06/30/2023	\$	258.06
Crawford Brothers Enterprises, LLC	Bill Pmt -Check	5345	06/30/2023	\$	1,500.00
Dish	Bill Pmt -Check	5346	06/30/2023	\$	75.09
FPL	Bill Pmt -Check	5347	06/30/2023	\$	718.82
FPL	Bill Pmt -Check	5348	06/30/2023	\$	686.04
FPL	Bill Pmt -Check	5349	06/30/2023	\$	627.06
FPL	Bill Pmt -Check	5350	06/30/2023	\$	2,802.06
Lisa Nicholas	Bill Pmt -Check	5351	06/30/2023	\$	161.40
Gatto's Tires & Auto Service	Bill Pmt -Check	5352	06/30/2023	\$	188.15
Ron Norris Buick GMC	Bill Pmt -Check	5353	06/30/2023	\$	93.71
Southeast Services of CFL Inc.	Bill Pmt -Check	5354	06/30/2023	\$	95.00
Staples	Bill Pmt -Check	5355	06/30/2023	\$	54.37
Truist Item Processing Center	Bill Pmt -Check	5356	06/30/2023	\$	10,667.92
Tuttle-Armfield-Wagner Appraisal	Bill Pmt -Check	5357	06/30/2023	\$	2,400.00
Wall Automotive Group	Bill Pmt -Check	5358	06/30/2023	\$	211.49
Watkins Oil	Bill Pmt -Check	5359	06/30/2023	\$	1,756.39
	<b>TOTAL</b>				<b>\$ 507,094.24</b>