



CALL TO ORDER



PLEDGE OF ALLEGIANCE



ROLL CALL



APPROVAL OF AGENDA

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
 - a. April 17, 2025, Regular Meeting Minutes

- F. Action Items

- Lease Agreements

- a. Approval: Lease Agreement with HELEX, LLC for improvements located at 7016 Challenger Avenue at the Space Coast Regional Airport.
 - b. Approval: On-Airport Land Lease Agreement with the Federal Aviation Administration (FAA Contract No: 69435Z-25-L-00071) for property located at 11 Bristow Way at the Space Coast Regional Airport.

- Grant

- c. Approval: FDOT Grant Amendment No. 3 and Associated Resolution – North Area Security and Infrastructure, Merritt Island Airport (FPN 435310-2)

- G. Staff Reports

- a. Director of Airports Update
 - b. Deputy Director of Operations and Maintenance
 - i. Capital Improvement Projects Update
 - ii. Operations Report
 - c. Report: Deputy Director of Finance & Administration
 - i. April 2025 Check Register
 - ii. April 2025 Financial Statements
 - d. Report: Authority Attorney
 - e. Reports: Authority Members
 - f. Public Comments
 - g. Adjourn



APPROVAL OF MINUTES

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on April 17, 2025, at 5 p.m., at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida, and via video conference. The following members were present: Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman; Mr. Al Voss, Treasurer; Mr. Roger Molitor; Mr. Michael Gindling; Mr. Brad Whitmore; Mr. Kevin Daugherty, AAE, Director of Airports, and Mr. Adam Bird, Attorney. Mr. Mark Grainger, Secretary, 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 or additions to the agenda. Mr. Daugherty stated that there were none.

Mr. Craig called for a motion to approve the agenda as presented. Mr. Voss made a motion to approve the agenda and Mr. Whitmore seconded the motion. Motion passed.

Approval of Meeting Minutes:**1. March 20, 2025 – Regular Meeting**

Mr. Craig called for a motion to approve March 20, 2025; meeting minutes as presented. Mr. Molitor made a motion to approve. Mr. Gindling seconded the motion. Motion passed.

Action Items**1. Lease Agreement**

- a. Approval of the Lease Agreement with Space Coast Executive Jet Center, LLC for improvements located at 55 Bristow Way at the Space Coast Regional Airport.**

Mr. Daugherty provided details regarding the approval of the Lease Agreement with Space Coast Executive Jet Center, LLC, for improvements located at 55 Bristow Way at the Space Coast Regional Airport and requested approval from the Board.

Mr. Craig called for a motion to approve the Lease Agreement with Space Coast Executive Jet Center, LLC, as presented by Mr. Daugherty. Mr. Voss made a motion to approve. Mr. Whitmore seconded the motion. Motion passed.

2. Grants

a. Approval of the Public Transportation Grant Agreement (456523-1-94-01) and associated resolution for Terminal Building Improvements located at 1 Bristow Way at the Space Coast Regional Airport.

Mr. Daugherty provided details regarding the Public Transportation Grant Agreement and associated resolution for terminal building improvements located at 1 Bristow Way at the Space Coast Regional Airport and recommended approval from the Board.

Mr. Craig called for a motion to approve the Grant Agreement and associated resolution as presented by Mr. Daugherty. Mr. Whitmore made a motion to approve. Mr. Voss seconded the motion. Motion passed.

Mr. Molitor questioned the time frame required for the improvements. Mr. Daugherty stated it would take approximately nine months for design and construction once funding has been received.

Mr. Whitmore questioned the vacancy of the current Space Coast Executive Jet Center once construction is completed. Mr. Daugherty stated the future subletting of the current building would be decided by Space Coast Executive Jet Center as the owner of the building.

Mr. Craig questioned the initial reason regarding the on-set of the improvements made by Mr. Daugherty. Mr. Daugherty explained the goal of a new FBO facility was already in the master plan for the Space Coast Regional Airport.

Staff Reports

1. Director of Airports Update

Mr. Daugherty discussed the move of the Titusville-Cocoa Airport Authority to 1 Bristow Way. Mr. Daugherty discussed the details of possibly relocating the Authority Board meetings to 1 Bristow Way in the future. Mr. Daugherty explained the possible move of the Board Member meetings would free up the current location of the meetings for office space rental revenue.

Mr. Craig requested information regarding where the location of funds from the budget would be taken for renovation of the current Board Meeting room for future rental offices.

Mr. Daugherty stated Health First has completely moved into the Fire Station at 51 Bristow Way and conducted an Open House earlier today. Mr. Daugherty also discussed the need of more hangar space for Health First which is being researched.

Mr. Daugherty described the partnership of C-Speed with Sky Ship which performs military radar and is looking for office space.

Mr. Daugherty discussed the interest in 6995 Tico Road once repairs have been completed.

Mr. Daugherty discussed the interest of Martin Sims, from Voyager Aviation at the Merritt Island Airport, in relocating to the Space Coast Regional Airport due to the need for more space.

Mr. Daugherty gave details regarding the possibility of working with the County of Brevard for the installation of a wastewater treatment plant on the south side of the airport.

Mr. Daugherty discussed the meeting with the interim City Manager of Titusville, Tom Abbate, regarding the need to have a City Manager with Economic Development experience.

2. Deputy Director of Operations and Maintenance Report

a. Capital Improvement Projects Update

Mr. Hopman discussed the Merritt Island Corporate Hangar project regarding the acceptance of the drainage calculations from the city.

Mr. Hopman discussed details regarding the Challenger Avenue Extension (Phase 1) with the completion of the design being on schedule for May or June 2025.

Mr. Hopman stated the 18 / 36 Rehabilitation Design / Construction Project at Space Coast Regional Airport had the pre-construction meeting yesterday and is in process of working with FPL regarding a line that runs through the safety area.

Mr. Hopman stated the building permit has been obtained regarding the Air Traffic Control Tower at Space Coast Regional Airport and a preconstruction meeting was held yesterday. A fiber line will require to be relocated by AT&T.

Mr. Hopman stated the Northeast Corporate Hangar Project (Design and Permitting) at Space Coast Regional Airport is in the design phase.

Mr. Hopman stated the Runway 11/29 Rehabilitation Design project at Merritt Island Airport is moving forward with the design plan out for bid.

b. Operations Report

Mr. Hopman stated there were two noise complaints from the Merritt Island Airport and both were from the same resident.

Mr. Hopman reviewed the operations of all three airports with the Board.

3. Deputy Director of Finance and Administration Report

a. Audited Financial Statements for Year Ended September 30, 2024, Carr, Riggs & Ingram

Mr. David Knowlton, from Carr, Riggs and Ingram, provided an overview of the audit and financial statements for the year ended September 30, 2024.

The Board congratulated management on a job well done.

b. March 2025 Check Register

Ms. Kinard presented the check register for the month of March 2025 and called for any questions. There were none.

c. March 2025 Preliminary Financial Statements

Ms. Kinard presented the 2025 Preliminary Financial Statements and called for any questions. There were none.

Authority Attorney Report

Mr. Bird stated the final rights of possession have been received, regarding Space Perspective, which formally terminates their rights of possession for abandoned property. An on-line auction will take place for the abandoned property.

Mr. Bird gave details regarding the eviction of Islands International Airport which is moving forward with the new bankruptcy council.

Mr. Voss questioned whether the Airport Authority is continuing to receive monthly rent from Islands International Airport. Mr. Bird stated that their monthly rent is currently being paid to the registry of the trial court.

Authority Member's Report

Mr. Craig called for any comments or questions from the Board.

Mr. Whitmore gave congratulations regarding the opening event of Health First at the Space Coast Regional Airport and to management for the positive outcome of their new location.

Mr. Craig stated that the evaluation of the Director of Airports, Mr. Kevin Daugherty, is coming due in July. Mr. Craig requested that Mr. Daugherty prepare a document with future thoughts and metrics to be brought forward during the next Board Meeting.

Public Comments

Mr. Craig called for public comments.

Mr. Jon Houdyschell, a tenant with Evolution Airways, wanted to thank the community of the airport and FBO for their support.

Mr. Kevin Panik discussed the possibility of loaning the former Space Perspective capsule to the museum at the Space Coast Regional Airport.

Mr. Mike Piwowarski, a current TIX T-Hangar tenant, addressed the Board with issues involving the need for hangar repairs. Mr. Craig requested Mr. Daugherty to put a plan together regarding hangar repairs to be presented at the next board meeting.

Mr. Don White, via video conference, gave details regarding the next two Young Eagle events. The first will be held on April 19th at the War Bird Museum at the Space Coast Regional Airport and the second will be held at the Merritt Island Airport on April 26th.

Adjournment

Mr. Craig adjourned the meeting at 6:06 p.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN



ACTION ITEMS

**APPROVAL: Lease Agreement with HELEX, LLC
for improvements located at 7016 Challenger
Avenue at the Space Coast Regional Airport.**

Executive Summary

AIRPORT: Space Coast Regional Airport (TIX)

TENANT: HELEX, LLC

LANDLORD: Titusville-Cocoa Airport Authority

LEASED PREMISES: 7016 Challenger Avenue Titusville, FL 32780
Hangar(s) 40 & 41 – 89,930 square feet

LEASE TERM: 4 Years

LEASE RENT:	Year 1	\$190,176
	Year 2	\$197,783
	Year 3	\$205,694
	Year 4	\$213,922

**IMPROVMENTS TO BE
CONSTRUCTED
BY TENANT:**

None

**AUTHORITY
IMPROVEMENT
OBLIGATIONS:**

None

TITUSVILLE-COCOA AIRPORT AUTHORITY



AERONAUTICAL LEASE AGREEMENT

Space Coast Regional Airport

Titusville, Florida

Lessee:

HELEX, LLC

AERONAUTICAL LEASE AGREEMENT

THIS AERONAUTICAL LEASE AGREEMENT (the “Lease” or “Agreement”) made and entered into this 15th day of May, 2025 (the “Effective Date”) by and between the **TITUSVILLE COCOA AIRPORT AUTHORITY**, as the governing body of the Titusville Cocoa Airport District, a special taxing district existing by and under the laws of the State of Florida with its principal place of business located at 7016 Challenger Avenue, Titusville, FL 32780 (the “**Authority**”), and **HELEX, LLC.**, a Limited Liability Company authorized to do business in the State of Florida with its principal place of business located at 7016 Challenger Avenue Titusville, FL 32780 (the “**Lessee**”).

WITNESSETH:

WHEREAS, Authority owns and operates airports known as Arthur Dunn Airpark (X21), Space Coast Regional Airport (TIX), and Merritt Island Airport (COI), and Authority is desirous of leasing to Lessee certain premises hereinafter more fully described and located at Space Coast Regional Airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, Authority wishes to lease to Lessee and Lessee wishes to lease from Authority an aeronautical parcel of real property, together with various improvements including Hangar(s) 40 and 41, located at Space Coast Regional Airport and totaling 89,930 square feet (building/pavement/land) (the “Property,” as more specifically identified on **Exhibit “A”** hereto), to occupy and use the same for the express purposes set forth herein and pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions herein contained, Authority does hereby lease, demise, grant and let to Lessee, the Property, more particularly identified in **Exhibit “A”** attached hereto, upon the following terms and conditions, to-wit:

ARTICLE I LEASED PREMISES

Authority hereby leases unto Lessee, and Lessee hereby leases from Authority, the Property located at 7016 Challenger Avenue Titusville, FL 32780, as more specifically described in **Exhibit “A”** hereto, consisting of approximately **89,930 square feet** of real property, more or less, located at the **Space Coast Regional Airport**.

Section 1.01 -Conditions.

- A. Lessee hereby accepts the Property in its "as is" condition, and subject to (i) all applicable building codes, zoning regulations, and municipal, county, state and federal ordinances and regulations governing or regulating the use of the Property, and (ii) any covenants, easements and restrictions of record.
- B. Lessee acknowledges that Authority has made no representations or warranties respecting the suitability of the Property for Lessee's purposes and that Authority has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property and/or any leasehold improvements, fixtures, furnishing or equipment installed in or used on the Property, except as otherwise set forth in this Lease.
- C. Lessee agrees that it shall provide sufficient facilities and/or accommodation on the Property for the required stormwater retention if and to the extent the same may be required by the Florida Department of Environmental Regulation, Brevard County, or the City of Titusville.
- D. Lessee further agrees that it shall observe all setback and landscaping requirements set forth by the applicable governmental agency and that it will irrigate and maintain in clean and well-kempt condition all landscaped areas.
- E. Lessee further agrees that it shall observe all applicable Airport Rules and Regulations regarding the use of the Property and that approved improvements to be constructed by Lessee will be used solely for commercial aviation endeavors.

ARTICLE II TERM AND RENEWAL

Section 2.01 -Term

- A. The term of this Lease shall be a period of **four (4) years** commencing on the **1st** day of **June 2025** (the "Commencement Date") and terminating on **May 31, 2029** (the "Term"). To the extent Lessee makes any improvements to the Property

pursuant to the terms hereof, at the termination of the Lease, title to all improvements on the Property of any kind not already in the name of Authority shall revert to Authority with the exception of trade fixtures.

- B. If within ninety (90) days of the Commencement Date, the Federal Aviation Administration ("FAA") disapproves the Lease, then this Lease will be void and of no further force and effect and the parties will be released from any further Lease obligations. Provided however, if the parties reasonably attempt to comply with any modifications required by the FAA for approval, then this Lease shall remain in full force and effect even if such compliance does not lead to a reversal or withdrawal of FAA disapproval within the aforementioned 90-day deadline.
- C. Lessee agrees that upon expiration of the term of this Lease, from lapse of time or otherwise, said Property will be delivered to Authority in the same or better condition than when Lessee received possession, reasonable wear and tear excepted. Reasonable wear and tear shall be determined at the sole discretion of the Authority upon inspection of the premises from time to time.
- D. In the event Lessee shall continue to occupy the Property beyond the Term without Authority's written consent, such occupancy shall not constitute a renewal or extension of this Lease, but shall create a month-to-month tenancy that may be terminated at any time by either party by giving thirty (30) days' written notice to the other party.

ARTICLE III

RENTAL

Section 3.01 - Rent.

For the purpose of computing the rental payments, Authority and Lessee agree that the Property is comprised of 89,930 square feet, more or less, as described in **Exhibit "A"**. The initial annual base rental rate for the Property (prior to any rental rate increases as set forth

below) shall be **\$190,176** (the “Initial Annual Base Rent”). The Initial Annual Base Rent shall increase on June 1st, 2026 as set forth in Section 3.03, below.

Section 3.02 -Commencement of Annual Base Rent.

Lessee’s obligation to pay to Authority the annual base rent as set forth in this Lease shall commence on the Commencement Date.

Section 3.03 -Adjustment of Annual Base Rent.

Each year on the anniversary of the Effective Date (the “Rent Adjustment Date(s)”), all rent and Premises-related payments and charges due Authority from Lessee as set forth in section 3.2 above shall increase by the following schedule:

Year 2	\$197,783	Year 3	\$205,694
Year 4	\$213,922		

Section 3.04 -Time of Payment.

- A. Initial Annual Base Rent shall be due to Authority from Lessee in twelve (12) equal monthly installments of \$15,848 plus applicable sales tax thereon. However, after the Initial Annual Base Rent increases as set forth in Section 3.03, above, one-twelfth (1/12) of Annual Base Rent shall be paid by Lessee to Authority as and for rent each month. Said monthly installment shall be paid in advance on or before the first day of each and every month during the term of this Lease. Monthly rental payments, including all applicable sales tax, shall be paid to Authority from Lessee on or before the first day of each month for that month’s rent.

Section 3.05 -Late Payment.

Any installment of rents, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Authority by the 10th day of the month in which payment is

due shall bear interest at the highest rate allowed by Florida law from the date when the same was due according to the terms of this Lease until paid by Lessee.

Section 3.06 -Taxes and Assessments.

- A. At all times during the term of this Lease and beginning with the Commencement Date, Lessee shall pay, on or before the due date established therefore, all lawful taxes (including ad valorem taxes) assessments and impact fees levied against the Property and/or the Leasehold as well as all taxes and assessments and impact fees levied against Lessee's personal property or otherwise arising out of its operations on the Property. None of the terms, covenants or conditions of this Lease shall be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida and the County, or on the part of the County, of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which they, or either of them, may lawfully impose on the business or property of Lessee.

ARTICLE IV

USES AND PRIVILEGES

Section 4.01 -Rights of Lessee.

Authority hereby grants to Lessee and Lessee hereby accepts the following rights and privileges in connection with its use of the Property subject, however, to applicable City, County, State and Federal building and zoning use and regulations. Lessee shall have the right to occupy and develop the Property as set forth generally in this Lease. Additionally, Lessee shall be permitted to conduct the following activities on the Property: research, development, manufacturing and repair of 14 CFR Part 101 aircraft and all lawful activities reasonably attendant thereto. Any activity, including without limitation those identified in the preceding sentence, conducted on the Property shall be at Lessee's sole cost and expense, and Lessee shall indemnify and hold Authority harmless for same. Moreover, Authority makes no representations or warranties about Lessee's ability to conduct any specific operations or activities of any kind on the Property, and it is Lessee's sole responsibility to ensure that it can do so. Sub-leasing space on the Property shall be subject to the terms of Section 4.02, below, and shall also be

subject to review and approval of any sublease and sublessee by Authority in its sole discretion, said approval not to be unreasonably conditioned, withheld or delayed.

Section 4.02 -Subjugation.

All provisions of this Lease shall be as binding on Lessee's subconcessionaires and subcontractors as on the Lessee, and Lessee shall include in all subconcessionaire agreements and subcontracts a provision by which the subconcessionaire or subcontractor agrees to be bound by and to comply with all applicable terms of this Lease. Lessee shall provide each subconcessionaire/subcontractor with a copy of this Lease, which shall be incorporated by reference in each subagreement. The agreements with subcontractors shall fully protect the rights of the Authority hereunder, including termination rights and shall require the prior written approval of the Authority. All revenue received from operations by others will be considered part of Lessee's gross revenues and shall be included in the percentage computation of return to the Authority, if applicable.

Section 4.03 -Access.

Lessee, its employees and invitees shall have the right of ingress and egress from the Property, over airport roadways, including the use of common use roadways, with such rights and license subject to such reasonable rules and regulations as may be established by the Authority as respecting such use and subject to law. Where access is through a controlled gate, Lessee shall be held responsible for sub-Lessees and invited guests. For Lessee's protection and protection of other tenants, gate entrance codes are not to be divulged to anyone other than tenants.

Section 4.04 -Lessee Obligations.

Lessee covenants and agrees:

- (a.) To pay all rent and other charges herein reserved at such times and places as the same are due and payable;

- (b.) To pay all utility charges related to the Property, including sewer benefit fees, when due;
- (c.) To keep and maintain the Property in the condition herein required and to surrender the same upon the expiration or sooner termination hereof in said condition reasonable wear and tear excepted;
- (d.) To observe and comply with any and all valid and applicable requirements of duly-constituted public authorities and with all federal, state and local statutes, ordinances, regulations and standards applicable to Lessee, Authority, the Property, and the Airport, including, but not limited to, Authority Minimum Standards and reasonable rules and regulations of uniform application promulgated from time to time by or at the direction of Authority for the administration of the Airport.
- (e.) To pay all taxes, assessments and other charges assessed or imposed by any governmental authority in relation to the Property, upon Lessee's interest in the Property, and upon any leasehold improvements, and other property erected, installed or located thereon.
- (f.) To procure and keep in force during the term of Lease all necessary occupational licenses and permits as are required by law for the operation of Lessee's business and operations on the Property.
- (g.) To use the Property only for the uses and purposes hereinabove described;
- (h.) To grant Authority and its authorized agents free access to the Property and any improvement(s) thereon at all reasonable times for the purpose of examining the same and seeing that all of the obligations of Lessee hereunder are being met and performed, and to permit them to enter any building or structure on the Property at any time in the event of an emergency (the determination of an emergency being at the sole discretion of Authority);
- (i.) To yield up and surrender immediate possession of the Property and all improvement(s) thereon to Lessee upon termination of this Lease by lapse of time or otherwise or, upon its failure so to do, to be thereafter considered a tenant-at-sufferance; provided, however, that nothing contained in this subparagraph shall be deemed to constitute a waiver by Authority of its right of re-entry, nor shall the receipt of rent or any part thereof or any act in apparent affirmance of Lessee's

continued tenancy operate as a waiver of Authority's right to terminate Lessee's use of the Property by eviction or otherwise; and,

- (j.) To be solely responsible for securing all federal, state, county or municipal approvals of an environment of an environmental or other nature required for any construction or alteration of any and all improvements on the Property, or for any of Lessee's operations thereon.
- (k.) To pay all casualty, bond and liability insurance premiums required in accordance with Article VII herein below.
- (l.) Lessee agrees that it shall not use or permit premises to be used for any other purpose than herein described without prior written approval from Authority.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Section 5.01 -Mutual Intent.

To the extent Lessee undertakes any construction on the Property under this Lease, it shall be subject to the following terms:

- A. Construction of any improvement(s) on the Property shall begin no later than ninety (90) days after: (1) Authority notifies Lessee in writing that the Property site has been sufficiently prepared for Lessee's commencement of construction, and (2) Lessee has timely submitted site plans for Authority's approval and Authority has approved said site plans pursuant to Section 5.02, below (the "Construction Commencement Date"). Construction of said improvement(s) shall be completed by Lessee no later than twelve (12) months from the Construction Commencement Date provided, however, such completion date shall be extended by a period equal to: (1) any delays caused by matters not within the control of Lessee and provided Lessee informs Authority of such delays as they occur, and/or (2) any additional period necessary for Lessee to complete construction if Lessee has diligently begun and pursued completion of construction and simply is unable to complete construction during the 12-month construction period and Lessee's failure to complete construction within the 12-month construction period was not due to any delays caused by Lessee or its agents, contractors, subcontractors and/or employees. Lessee shall provide written notice of any

construction delays to Authority within three (3) business days of any such delay(s). Presenting record of delays at the end of the 12-month construction period without Authority having prior knowledge will not be considered sufficient to warrant extensions of the period. Additionally, should even diligent action in pursuit of completion to such improvements not permit construction of same to be completed within the 12-month period identified above, Lessee shall so notify Authority in writing as soon as the same is discovered or reasonably should have been discovered.

- B. The Authority shall have the absolute right but not the obligation to terminate this Lease if Lessee has failed to comply with this construction requirement by the completion date stated above, together with any extensions thereof.

Section 5.02 -Plan Approval.

- A. Prior to commencing construction of any improvements on the Property, and prior to commencing to renovate, enlarge, demolish or modify any leasehold improvement now or hereafter existing on the Property, Lessee shall submit to Authority plans and specifications for such work (including plans for landscaping and drainage), and Authority shall approve or disapprove such plans and specifications in its sole discretion. Upon Lessee's receipt of Authority written approval of such plans and specifications, Lessee shall commence the work therein described, including without limitation obtaining necessary permitting and governmental and/or agency approvals, and any improvements shall be constructed in strict accordance with such plans and specifications.
- B. Authority's approval of any plans and specifications submitted to it by Lessee shall not constitute the assumption of any liability by Authority for their compliance or conformity with applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible and liable for such plans and specifications. Authority's approval of such plans and specifications shall not constitute a waiver of Authority's right to thereafter require Lessee to amend the same to provide for any corrections or omissions needed to comply with

applicable building codes, zoning regulations, municipal, county, state or federal laws, ordinances or regulations.

Section 5.03 -Licenses and Permits.

Lessee shall obtain all necessary licenses and permits to accomplish its work as contemplated herein, and any contract or agreement for labor, services, materials or supplies to be furnished in connection with the construction or alteration of any improvement on the Property shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Property and/or any improvements thereon.

Section 5.04 -Liens.

Lessee hereby warrants to Authority that all improvements on the Property shall remain free and clear of all liens, claims and encumbrances and agrees to indemnify and hold Authority harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. If any lien or notice of lien on account of the alleged debt of Lessee or any notice of contract by any party engaged by Lessee or Lessee's contractor to work on the Property shall be filed against the Property and/or any improvements thereon, Lessee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to Authority a surety performance and payment bond from a company acceptable to Authority and, if the total construction cost related to said improvement exceeds \$200,000, compliant with section 255.05, Florida Statutes, in an amount equal to 100% of the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance with the plans and specifications theretofore approved by Authority and guarantees the payment by such contractors of all subcontractors' charges and all charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work.

Section 5.05 -Title to Improvements.

Upon termination of this Lease by the passage of time or otherwise, the Authority shall have the option in its sole discretion to either require removal of all or part of the improvements to the Property within thirty (30) days after the expiration at Lessee's expense; or take title to such structures, installations or improvements without compensation to Lessee.

Section 5.06 -Construction Costs and As-Built Drawings.

- A. Within thirty (30) days of completion of the construction or alterations for any improvements on the Property undertaken by Lessee, Lessee shall present to Authority for examination and approval a sworn statement of the construction and/or alteration cost. Construction and/or alteration costs are defined as all costs incurred by Lessee for actual demolition, construction or alteration, including architectural, design and engineering costs plus pertinent fees in connection therewith. The cost of the initial improvements shall be included in the total project costs and shall be considered as interim facilities.
- B. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements by Lessee, Lessee shall present to Authority a complete set of "as built" drawings including, but not limited to, architectural renderings, specifications, plumbing and electrical plans, and Lessee shall bear the cost of preparation and delivery of such "as built" drawings.

Section 5.07 -Mortgage of Leasehold Interest.

Lessee shall have the right to place a first mortgage lien upon its leasehold interest in the Property, the terms and conditions of such mortgage lien shall be subject to approval of Authority prior to obtaining said lien. Under no circumstances shall Lessee have the right to encumber title to the underlying real property owned by Authority and/or the Authority Improvements.

ARTICLE VI
MAINTENANCE AND OPERATION

Authority agrees to, with reasonable diligence, prudently develop, improve and at all times, maintain and operate with adequate, efficient and qualified personnel, the Authority-owned property with exception of Property and adjacent roadways not within their control in good condition.

Section 6.01 -Maintenance and Repair.

Authority will maintain at its sole cost and expense the exterior structure, roof, structural walls (excluding entry doors) and the foundation of the building on the Premises, to include without limitation the following conditions: leak repair, exterior painting, exterior pest control, water and sewer to the interior plumbing facilities in their current state and condition, electric and communication connection to the offices in their current condition, fire suppression systems to code (other than routine maintenance of the handheld fire extinguishers) and HVAC replacement.

Otherwise, Lessee shall, at its sole cost and expense, maintain the Premises in a good state of repair, consistent with the condition as same existed on the Effective Date, ordinary wear and tear excepted, and to keep the interior and exterior of the Premises in a clean, neat and orderly condition, including the regular cleaning and routine maintenance of the Premises except as otherwise set forth herein. This includes, without limitation, non-structural routine Premises maintenance costs, interior and exterior door maintenance, site maintenance, fire suppression equipment testing and maintenance (including handheld fire extinguisher routine maintenance and testing), and HVAC repair and maintenance (excluding HVAC replacement which is the responsibility of Authority as set forth above). Lessee will not be responsible for structural maintenance of Authority-owned improvements or for any maintenance or repair conditions which existed as of the Effective Date unless the same were the responsibility of Lessee pursuant to the prior lease agreement between Authority and Lessee for the Premises.

Notwithstanding any other term herein to the contrary, if the HVAC system servicing the Premises requires replacement as a result of the negligence or intentional wrongful act(s) or

omission(s) of Lessee (including without limitation unreasonably excessive use thereof or allowing the same to run continuously and for an extended period of time with exterior doors open), then Lessee shall reimburse Authority for all costs and expenses associated with replacing the HVAC system servicing the Premises.

If Lessee becomes aware of any condition that is Authority's responsibility to repair, Lessee shall promptly notify Authority of the condition in writing and the need for Authority repairs. Moreover, regardless of who bears responsibility for repair, Lessee shall immediately notify Authority if Lessee becomes aware of any areas of water intrusion or mold growth in or about the Premises. Except as otherwise expressly set forth in the Lease, Lessee shall be solely responsible for and pay all expenses related to maintenance and repair of the improvements and systems on and for the Premises, including without limitation: gardening and landscaping, the cost of public liability, flood, property damage, and all other insurance (if not provided separately by Lessee at its sole cost and expense), repairs of all kinds, line and other painting, facade maintenance, lighting, exterior and partition (demising) wall repairs, roof repairs, maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins, and other areas and facilities whether or not on or off-site, canal embankment and related maintenance, sanitary control, trash, rubbish, garbage and other refuse removal.

The Authority shall not be liable for any damages from plumbing, gas, water steam or sewage leaks or stoppage, nor for damage arising from acts of negligence of Lessee and/or third parties. Lessee shall not store any products or substances which shall increase the need for pest control services. Lessee agrees to accept the Premises and appurtenances thereof, including sprinkler, if any, heating, air conditioning, water and sewer systems, electrical fixtures, plumbing, plumbing fixtures and equipment, in "as is" condition and maintain them in such condition and good order through the term of this Lease and any extensions hereof. At all times this Lease is in effect, Lessee shall maintain and keep in force at Lessee's expense a service and maintenance contract for the heating, ventilating and air conditioning systems provided for the Premises, if any. Such contracts shall be with a professional HVAC servicing and maintenance contractor of Lessee's choice licensed in the state of Florida. Should such contractor fail to perform satisfactory service or maintenance, the Authority shall have the right in its discretion to require Lessee to terminate the existing contract, in which event Lessee forthwith shall engage

another contractor approved by the Authority. Lessee shall be liable for any damage or injury which may be caused by or resulting from Lessee's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by Lessee. Lessee shall perform pest extermination(s) at its expense promptly following request(s) by the Authority and will use a licensed exterminating firm exclusively for this purpose.

Lessee shall use the plumbing systems in the Premises only for their intended purpose and shall not place or permit to be placed therein any caustic, acid, corrosive or concentrated substances or objects which are likely to cause damage to the plumbing systems or cause them to fail in whole or part. Should Lessee violate this covenant, Lessee shall be liable to the Authority for the full cost of cleaning, repairing or rebuilding the plumbing systems, which amount(s) shall be payable as additional rent hereunder. In the event Lessee receives written consent to penetrate the roof or any wall of the Premises, Lessee shall be solely responsible for any damage which may be caused by or result from such penetration. Lessee agrees, at Lessee's expense, to replace promptly any and all plate or other glass in the Premises which may become damaged or broken as a result of Lessee's actions with glass of the same kind and quality.

Section 6.02 -Utilities.

- A. If applicable, Lessee agrees that it shall bear all costs of bringing water, sewer (including sewer benefit fees) and electrical service to the boundaries of the Property and of extending such services within said boundaries, all in accordance with plans and specifications approved Authority. All utility lines and mains constructed by Lessee shall be placed underground as required by Authority. Lessee acknowledges that Authority has made no representations or warranties regarding the adequacy of any utility service for the uses intended by Lessee.
- B. Lessee shall contract in its own name, and pay before delinquency, all utility services rendered or furnished to the Property, including water, gas, electricity, fire protection, sewer rental, sewage treatment facilities, sewer benefit fees, and the like, together with all taxes and other charges levied or assessed on account of such utilities.

- C. Utilities service may, from time to time with or without Authority's knowledge be temporarily interrupted to the Property whenever such discontinuances are necessary to make repairs or alterations to parts of the Airport. No such action shall be construed as an eviction of Lessee, a disturbance of Lessee's possession and quiet enjoyment of the Property, or an election by Authority to terminate this Lease. Authority shall not be held liable in any way to Lessee as a result of such action. However, upon being notified prior to an interruption, Authority shall, in all due course, attempt to notify Lessee of a possible interruption.
- D. Lessee shall not do, or permit to be done, anything at or about the Airport which may interfere with the effectiveness or accessibility of the drainage and sewer systems fire hydrants and hoses, heat and air conditioning systems, electrical power and plumbing installed or located on or within the Leased premises on the Airport. Further, Lessee shall not dispose of nor permit to be disposed of any petroleum products, flammables or hazardous materials into the stormwater system or onto the open ground.

Section 6.03 -Trash and Garbage.

At its own cost and expense, Lessee shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, garbage and other refuse caused as a result of the operation of the Property and shall provide for its timely removal. Lessee shall provide and use suitable covered receptacles for all garbage, trash and other refuse on or in connection with the Property.

Section 6.04 -Area Security.

- A. Authority shall provide, or cause to be provided during the term of this Lease, security protection similar to that afforded to other operators on the Airport and will issue and enforce rules and regulations with respect thereto for all portions of the Airport.

- B. Lessee shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire at its own cost. Such right, whether or not exercised by Lessee, shall not in any way be construed to limit or reduce the obligations of Lessee hereunder.

Section 6.05 -Rules and Regulations.

Lessee covenants and agrees to observe and comply with all rules and regulations of Authority, which now exist or may hereafter be promulgated from time to time governing safe use of its facilities. Lessee 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 Lessee, the Property and the Airport. Said Rules, regulations, ordinances and statutes are made a part of this Lease by reference.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

Lessee shall carry during the term of this agreement insurance coverage with limits as hereinafter stated, and the carrying of such insurance coverage shall be Lessee's obligation under this agreement.

Section 7.01 -Liability Insurance.

Lessee shall, without expense to Authority, obtain and maintain throughout the term of this Lease and any extension(s) hereof, Comprehensive General Liability Insurance protecting Lessee, Authority, and the members, officers, agents and employees of each, from and against all liabilities arising out of or in connection with Lessee's use and occupancy of and the conduct of operations on the Property, including without limitation construction of any improvements thereon, in such form and with such company or companies as Authority shall approve with no less than Five Million Dollars (\$5,000,000.00) combined single limits or its equivalent, with a deductible which does not exceed an amount approved in writing by Authority, with a waiver of all rights of subrogation that the issuers of such policies might have against Authority and with contractual liability coverage for the covenants and indemnification hereunder of Authority by

Lessee. Within ten (10) days after execution of this Lease and thereafter on an annual basis on each anniversary date of the Commencement Date, Lessee shall furnish a certificate of insurance to Authority evidencing such coverage, and such certificate shall provide that Authority is named as additional insured and that the policy or policies will not be canceled nor the limits thereunder materially changed without first providing thirty (30) days' written notice thereof to Authority.

Section 7.02 -Fire and Extended Coverage Insurance.

- A. Lessee shall obtain and maintain throughout the term of this Lease and any extension(s) hereof, for the benefit of Lessee and Authority as their interests may appear, fire and extended coverage insurance on the full insurable value of the any improvements on the Property, on a replacement cost basis, in such form and with such company or companies as Authority shall approve with a deductible which does not exceed an amount approved in writing by the Authority, and with a waiver of all rights of subrogation that the issuers of such policies might have against Authority. Prior to completion of any construction on the Property and at least ten (10) days prior to the expiration of any policy or policies provided by Lessee hereunder, Lessee shall cause a certificate of insurance to be furnished to Authority evidencing such coverage, and such certificate shall provide that Authority is named as additional insured. If Lessee shall not comply with its covenants made in this section, Authority as residual owner shall have the right, but not obligation, to cause insurance as aforesaid to be issued, and in such event Lessee agrees to pay the premium for such insurance as required above. Such forced-placed insurance premium will be included as additional rent upon the demand of Authority. Lessee shall provide Authority with such information and supporting documents pertaining to the cost and replacement value of any improvements on the Property as Authority may from time to time request.

Section 7.03 -Indemnity.

- A. Lessee agrees to indemnify, defend and hold harmless Authority and its officers, directors, board members, independent contractors, employees and agents from and against all liabilities, claims, judgments, damages, costs and expenses

(including reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) which may be incurred by, charged to or recovered from any of the foregoing as a result of or in relation to Lessee's use, occupancy and/or maintenance of the Property and any improvements thereon, including construction thereof, or Lessee's operations thereon, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors or invitees, unless the same was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Lessee or its officers, agents, employees, contractors, subcontractors or invitees. Nothing in this section is intended to or does extend, modify, abridge, waive, release or otherwise affect in any fashion Authority's right to assert any form of governmental or sovereign immunity against any claim, including without limitation Authority's rights and privileges under section 768.28, Florida Statutes.

- B. In the event of any loss or damage to any improvement on the Property, Lessee shall have the obligation, one hundred eighty (180) days after such loss or damage, to repair and restore the same to the condition it was in prior to such loss or damage, according to plans and specifications approved in writing by Authority, and Lessee, on behalf of itself and its insurer, hereby waives right of subrogation it might otherwise have against Authority for any such loss or Lessee's obligation to pay rent to Authority or to make other payments required to be made by Lessee under this Lease. Any insurance proceeds received with respect to such loss or damage shall be held in trust by Authority and applied in payment of the expenses of such repair and restoration; any expenses of such repair and restoration in excess of the amount of such insurance proceeds shall be the sole responsibility of Lessee. In the event there are any excess insurance proceeds after restoration and repair are completed to the satisfaction of Authority, said excess insurance proceeds shall be paid to Lessee.

Section 7.04 –Non-Liability of Authority.

- A. Authority shall not in any event be liable for the acts or omissions of Lessee or its agents, servants, employees, and/or independent contractors, or for any condition

resulting from the operations or activities of Lessee and/or its agents, servants, employees, or independent contractors, to Lessee or to any other person.

- B. Authority shall not be liable for Lessee's failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by Authority.
- C. Authority shall not be liable for any loss or damage suffered by Lessee arising out of the interruption or cessation of the business conducted by Lessee under this Lease and/or on the Property.

Section 7.05 Guaranty

- A. At any time that Lessee undertakes construction of any facilities, Lessee shall, at its own cost and expense, cause to be made, executed, and delivered to Authority separate bonds, as follows:
 - 1. Prior to the date of commencement of construction, a contract surety bond in a sum equal to 100% of the construction contract awarded. Said bond shall be drawn in a form and from such company as approved by Authority; shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Authority against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely, the work described as herein provided.
 - 2. Prior to the date of commencement of construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to 100% of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

ARTICLE VIII
ASSIGNMENT AND LIABILITY

Section 8.01 -General.

- A. Lessee shall not at any time assign this Lease or any of its rights or obligations hereunder, or assign or sublet all area incidental thereto, without prior written approval of Authority, said approval not to be unreasonably conditioned, withheld or delayed; Lessee may, with the prior written consent of Authority, assign this Lease, but in such event, Lessee shall remain liable to Authority for the remainder of the term of the Lease to pay to Authority any portion of the rental and fees provided for herein upon failure of the assignee to pay the same when due. Said assignee shall not assign said Lease except with the prior written approval of the Authority and the Lessee herein, and any assignment by the Lessee shall contain a clause to this effect.

ARTICLE IX
DEFAULT

Section 9.01 -Events of Default

Any one of the following events shall constitute an Event of Default hereunder:

- (a.) The failure of Lessee to make any payment of or any other payment required to be made by Lessee hereunder when due as herein provided, which failure is not remedied within ten (10) days after such payment is due (Authority may but shall not be required to provide Lessee with any notice related to non-payment of any sums due under this Lease);
- (b.) The failure of Lessee to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Lessee, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Lessee of Authority's written demand:

- (c.) The repeated failure (defined for this purpose as at least three (3) of the same such failures within any twelve-month period) to make any payment of rent or any other payment required to be made by Lessee hereunder when due as herein required (provided that notice of such late payment shall have been given to Lessee, but whether or not Lessee shall have made any such payment within the time provided for in such notice);
- (d.) The repeated failure (defined for this purpose as at least three (3) of the same such failures within any twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Lessee (provided that notice of such failure shall have been given to Lessee, but whether or not Lessee shall have remedied any such failure within the time provided for in such notice);
- (e.) Abandonment or vacating of the Property at any time prior to the expiration of this Lease without the prior written consent of Authority;
- (f.) Commencement by Lessee or by any surety of this Lease in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including without limitation, a proceeding for liquidation, indebtedness, reorganization or for the readjustment of its indebtedness;
- (g.) Commencement of any insolvency or bankruptcy including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Lessee or any surety of this Lease, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;
- (h.) Insolvency of the Lessee or any surety of this Lease, or the written admission by Lessee or any surety of this Lease that it is unable to pay its debts as they become due;

- (i.) The making by Lessee or by any surety of this Lease of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;
- (j.) The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Lessee or of any surety of this Lease.

ARTICLE X

TERMINATION

Section 10.01 -Events Permitting Termination by Lessee

- A. If any of the following conditions occur, Lessee may terminate this Agreement and terminate all of its future obligations hereunder at any time that Lessee is not in default in its payments or other obligations to the Authority hereunder, by giving Authority thirty (30) days advance notice:
 - 1. If the Airport is permanently abandoned as an air transportation facility.
 - 2. If the use of the Airport is restricted in such a manner that the Lessee cannot reasonably operate on the Airport for a period of ninety (90) days.
 - 3. If the Authority is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding thirty (30) days after receipt of written notice of such breach.

Section 10.02 -Termination by Authority

In the event Lessee commits one or more Event of Default as defined in Article IX, above, Authority may immediately terminate this Lease and shall be entitled to avail itself of all remedies available to it as a result of Lessee's breach hereof. In such an event, Lessee shall immediately vacate the Property or shall be subject to eviction proceedings together with all other legal rights and remedies available under Florida law or otherwise available to Authority.

In addition, termination of the Lease under this section shall also trigger the reversion of title to any improvements on the Property, whether constructed by Lessee or otherwise, to Authority.

Section 10.03 -Surrender of the Assigned

Lessee covenants and agrees that upon expiration of the term of this Lease or upon earlier termination as hereinafter provided, it will peaceably surrender possession of the assigned spaces along with all improvements to the premises hereunder to Authority in good condition, reasonable wear and tear excepted. Authority shall have the right to take possession of the Property and shall not be required to give notice to quit possession on the expiration date of the term of this Lease. The Lessee shall not abandon any of its property on the Property without the written consent of Authority and agrees to reimburse Authority for any costs incurred in the removal of Lessee's property by Authority.

Any holding over by Lessee after termination of this Lease or the expiration of its term without written consent of Authority shall create a month-to-month term only, unless Authority holds over and remains in possession of the Property after receiving notification from Authority to vacate the same, in which event Lessee shall become a tenant at sufferance and double rent shall be due Authority from Lessee. All insurance and performance bond requirements shall remain in full force and effect in either event.

ARTICLE XI

GENERAL GOVERNING PROVISIONS

Section 11.01 -Authority's Reserved Rights

- A. Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under or across the Property, and to run water, sewer, electrical, telephone, gas, drainage and other lines over, under or through the Property and to grant necessary utility easements therefor; provided, however, that in the exercise of such rights, Lessee's use of the Property and any improvements thereon shall not be unreasonably impaired, and any damage to the

Property or any improvement thereon caused by Authority as a result thereof shall be repaired without cost to Lessee.

- B. Authority reserves the right 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, regardless of the desires or views of Lessee and free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned during the making of such improvements, repairs, alterations and additions. Authority also reserves the right to establish such fees and charges for the use of the Airport, excluding the Property unless set forth in this Lease, by Lessee and all others as Authority may deem advisable.

Section 11.02 -Quiet Enjoyment.

Authority agrees that, upon payment of all fees herein required and performance of all covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall have peaceable use and enjoyment of the Property.

Section 11.03 -Subordination.

Lessee covenants and agrees that this Lease 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.

- A. In such event, Authority shall furnish a true copy of such agreement to Lessee.
- B. 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 Lessee agrees that it will adopt any such requirement as a part of this Lease.
- C. If Lessee 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 Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

- D. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Property and any improvements thereon. 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 exercises or expiration of appeal rights.

Section 11.04 -Affirmative Action

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect, to the extent that said requirements are applicable, as a matter of law, to Lessee.

Section 11.05 -Federal Aviation Administration, Transportation Security Administration, and/or Florida Department of Transportation Requirements

- A. Lessee shall comply with all applicable regulations of the Federal Aviation Administration, Transportation Security Administration, and/or Florida Department of Transportation relating to airport security and shall control the Property so as to prevent or deter unauthorized persons from obtaining access to the Air Operations Area (AOA) of the Airport by installing and maintaining a

barrier, the type of which will be approved by Authority, at the perimeter of its Leasehold.

- B. 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 Property and for navigation or flight in the said airspace for landing on, taking off from or operating on Airport.
- C. Lessee 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 Property in compliance with the requirements of Federal Aviation Regulations, Part 77.
- D. Lessee agrees to require any lights on the Property 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 or the vision of personnel in the air traffic control tower (if applicable).
- E. Lessee expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Property and any improvements thereon which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.
- F. In the event that the Federal Aviation Administration or its successor shall require any amendments, modifications or changes in this Lease as a condition precedent to the granting of funds for the operation or improvement of the Airport, Lessee hereby consents to such amendments, modifications, or changes as may reasonably be required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this paragraph, to accept an increase in the rent provided for hereunder or a reduction in the size of the Property or a change in the use of the Property and any improvements thereon which is permitted hereunder.

- G. Lessee 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.

Section 11.06 -Headings

The paragraph headings contained in this Lease Agreement are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of any provision of this Lease Agreement.

Section 11.07 -“Whereas” Clauses

The “Whereas” Clauses preceding Article I of the Lease are deemed to be material terms of this Lease and the agreement between Lessee and Authority hereunder.

Section 11.08 -Non-exclusive Rights

Notwithstanding anything herein contained that appear to be the contrary, it is expressly understood and agreed that, except as to Lessee's right to exclusive possession of the Property, the rights granted under this Lease Agreement are non-exclusive.

Section 11.09 -Successors and Assigns.

Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Section 11.10 -Time of Essence.

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

Section 11.11 -Severability.

This Lease 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 in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

Section 11.12 -Material Interest

Lessee represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Lessee to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

Section 11.13 -Entire Agreement/Abrogation of Prior Lease Agreement

This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto. Furthermore, this Lease shall not be “construed against the drafter” or otherwise interpreted in a way that is more favorable to one party or the other.

Section 11.14 -Consent of the Parties

Where this agreement requires the consent of one or more parties, the Lessee and the Authority agree that such consent shall not be unreasonably withheld.

Section 11.15 -Choice of Law/Mandatory Forum Selection

This Lease and any claim, action or issue relating hereto shall be governed exclusively by the laws of the State of Florida, and the parties to this Lease knowingly, voluntarily and irrevocably agree to submit any claim, action or other issue arising from or related to this Lease

to the sole and exclusive jurisdiction, forsaking all others, of any court of competent jurisdiction in Brevard County, Florida.

Section 11.16 –Exhibits to Lease

Exhibits “A” is deemed to be material and integral part of the Lease, and the Parties agree to comply therewith and to be bound thereby.

ARTICLE XII
CONSTRUCTION ON PROPERTY

Section 12.01 –Construction

- A. For any improvements and/or construction on the Property undertaken by Lessee pursuant to the terms of this Lease, Lessee shall be solely responsible for all costs, expenses, fees and any other charges related to construction of any improvements on the Property and shall indemnify and hold harmless Authority from the same.
- B. In relation to any construction performed by Lessee on the Property, Lessee at its sole cost and expense shall be required to obtain, execute, furnish and record in the public record a payment and performance bond with a surety insurer authorized to do business in the State of Florida as a surety (the “Bond”) as required by section 255.05, Florida Statutes. Lessee shall comply with all requirements related to the Bond as set forth in section 255.05, Florida Statutes, including without limitation the obligation to provide Authority with a certified copy of the recorded Bond prior to commencing construction on the Property, and failure to do so shall constitute a material breach of this Lease. Lessee shall not be required to furnish a Bond under this subsection if the total contracted cost of construction is \$200,000 or less.
- C. Lessee shall indemnify and hold harmless Authority and its officers, directors, employees and agents from any and all liability, losses or damages, including reasonable attorneys’ fees and costs of defense, that Authority or its officers, board members, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature

arising out of, relating to or resulting from or related to construction on the Lease Property and stemming from or related to the acts or omissions, whether intentional or unintentional, of Lessee, its employees, agents, servants, partners, principals, contractors, subcontractors, subconsultants or invitees. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of Authority, including appellate proceedings, and Lessee shall pay all costs, judgments and reasonable attorney's fees which may be incurred in relation thereto. Lessee expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, hold harmless and defend Authority and its officers, employees, agents, and instrumentalities as provided herein. Lessee's obligations hereunder shall survive the termination of this Lease. Nothing in this paragraph is intended to or does limit or modify Authority's right to assert sovereign immunity or any other form of governmental immunity in any claim or action against it, including without limitation the rights of Authority under section 768.28, Florida Statutes.

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IN WITNESS WHEREOF, the parties hereto have set their hands and signatures this 15th day of May, 2025, and do agree to the terms and provisions of the Lease.

Authority: **TITUSVILLE-COCOA
AIRPORT AUTHORITY**

BY: _____
KEVIN DAUGHERTY, AAE
DIRECTOR OF AIRPORTS

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

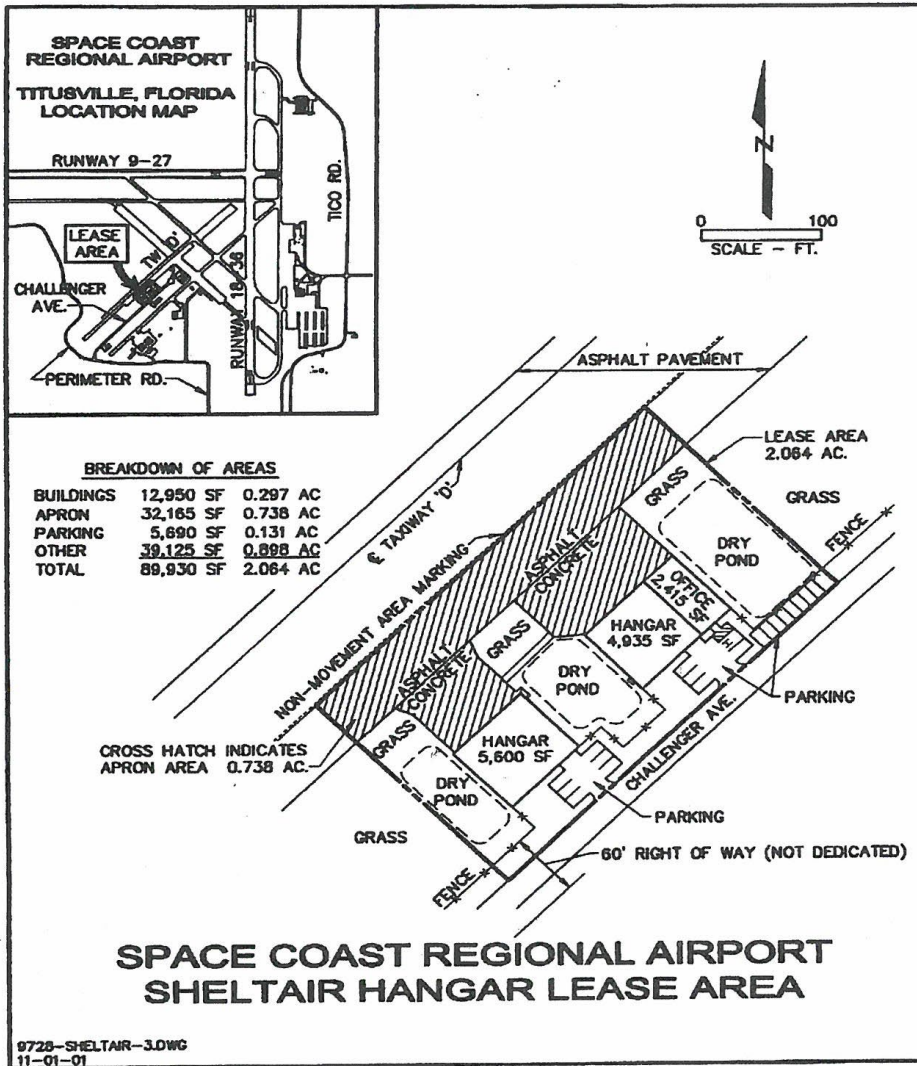
By: _____
Michael Odell
As Its: Authorized Signator

EXHIBIT "A" PREMISES

NOV-1-2001 12:11P FROM: AIRPORT ENGINEERING 3216337358

TD: TCRA

P: 2/2





ACTION ITEMS

**APPROVAL: On-Airport Land Lease Agreement
with the Federal Aviation Administration
(FAA Contract No: 69435Z-25-L-00071) for
property located at 11 Bristow Way at the
Space Coast Regional Airport.**

Executive Summary

AIRPORT: Space Coast Regional Airport (TIX)

TENANT: Federal Aviation Administration

LANDLORD: Titusville-Cocoa Airport Authority

LEASED PREMISES: 11 Bristow Way (FAA Air Traffic Control Tower Facility Site)

LEASE TERM: 20 Years

LEASE RENT: No Cost

**IMPROVMENTS TO BE
CONSTRUCTED
BY TENANT:** None

**AUTHORITY
IMPROVEMENT
OBLIGATIONS:** None

ON-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
TITUSVILLE-COCOA AIRPORT AUTHORITY

FAA CONTRACT NO: 69435Z-25-L-00071

ATID/FACILITY TYPE: TIX-AIR TRAFFIC CONTROL TOWER/ATCT

LOCATION: TITUSVILLE, FLORIDA

1. Preamble (09/2021) 6.1.1

This Lease for real property is hereby entered into by and between Titusville-Cocoa Airport Authority, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. Definitions (09/2021) 6.1.1-1

For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. Succeeding Contract (09/2021) 6.1.2

This contract succeeds DTFASO-06-L-00160 and all other previous agreements between the parties for the property described in this document.

4. Lease Witnesseth (09/2021) 6.1.3

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. Description of Premises (09/2021) 6.1.4-3

This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of: AIR TRAFFIC CONTROLLER TOWER (ATCT) FACILITY SITE

A part of the SE1/4 of Section 2, Township 23 South, Range 35 East, Brevard County, Florida described as follows:

Commencing at the Southwest corner of said SE1/4; run thence S 89° 53' 29"E along the south line of said SE1/4 of Section 2, a distance of 224.64 feet; thence N 0° 49' 32" W, along the centerline of the taxiway lying 500 feet east of the north-south runway of the Titusville-Cocoa Airport, a distance of 2295.94 feet; thence N 89° 06' 35" E, 250.88 feet to the point of Beginning of the lands herein described; thence continue N 89° 06' 35" E, 148.00 feet, thence S 0° 53' 25" E, 148.00; thence S 89° 06' 35" W, 148.00 feet, thence N 0° 53' 25" W, 148.00 feet to the Point of Beginning. Containing 0.50 acres, more or less, all located on Titusville-Cocoa Airport

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

D. The Government reserves the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

6. Purpose (09/2021) 6.1.5

It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

7. Legal Authority (09/2021) 6.2.1

This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. Term (No Cost) (07/2022) 6.2.3-1

To have and to hold, for the term commencing on September 30, 2025 and continuing through October 31, 2045.

9. Consideration (No Cost) (09/2021) 6.2.4-4

The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.

10. Termination (01/2023) 6.2.5

The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
- ii. acts of the public enemy,
- iii. acts of the Government in either its sovereign or contractual capacity,
- iv. pandemic, epidemic, or quarantine restrictions,
- v. strikes, and
- vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
- ii. the conditions of the property prevent performance;
- iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
- iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. Binding Effect (09/2021) 6.2.6

The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any

purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. Holdover (07/2023) 6.2.12

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

14. RE Clauses Incorporated by Reference (09/2021) 6.3.0

This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
- B. **Assignment of Claims (09/2021) 6.3.0-3**
- C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
- D. **Contingent Fees (09/2021) 6.3.0-5**

15. Title to Improvements (09/2021) 6.3.5

Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

16. Funding Responsibility for FAA Facilities (09/2021) 6.3.6

The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

17. Changes (07/2023) 6.3.8

A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:

- i. Work or services;
- ii. Facilities or space layout;
- iii. Amount of space/land;
- iv. Any other change made within the scope of this lease.

B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

18. No Waiver (09/2021) 6.3.17

No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

19. Non-Restoration (09/2021) 6.3.18

It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

20. Quiet Enjoyment (09/2021) 6.3.25

The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

21. Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1

If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as

determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.

22. Interference with FAA Operations (09/2021) 6.3.28-2

The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities.

The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

23. Hold Harmless (01/2024) 6.3.30

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

24. Compliance with Applicable Laws (01/2023) 6.3.31-1

This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

25. Notification of Change in Ownership or Control of Land (10/2022) 6.3.34

If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

26. Integrated Agreement (09/2021) 6.3.36

This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

27. Unauthorized Negotiating (09/2021) 6.3.37

In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

28. Contract Disputes (09/2021) 6.3.39

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- ii. The contract number and the name of the Contracting Officer;
- iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- iv. All information establishing that the contract dispute was timely filed;
- v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
- vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591

[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

29. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper

function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

30. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

31. Hazardous Substance Contamination (09/2021) 6.8.1

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or

claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

32. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal

Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

33. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ **does,** _____ **does not provide** covered telecommunications equipment or services as part of its offered products or services to the

Government in the performance of any contract, subcontract, or other contractual instrument.

2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ **does**, _____ **does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

34. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part

of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it ☐ does, ☐ does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

35. Notices (09/2021) 6.10.1

All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

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

TO THE GOVERNMENT:

Federal Aviation Administration
1701 Columbia Ave.
College Park, Georgia 30337

36. Signature Block (09/2021) 6.10.3

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

TITUSVILLE-COCOA AIRPORT AUTHORITY

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION
ADMINISTRATION

By: _____

By: _____

Print Name: _____

Mariah Perez

Title: _____

Real Estate Contracting Officer

Date: _____

Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	CERTIFICATE OF AUTHORIZATION	N/A	1

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that Kevin Daugherty, AAE, who signed this instrument on behalf of **TITUSVILLE-COCOA AIRPORT AUTHORITY** is in fact authorize to sign on behalf of **TITUSVILLE-COCOA AIRPORT AUTHORITY** by authority of its governing resolution and is within the scope of its powers.

Print Name: John Craig

Print Title: Chairman, Board of Directors

Signature: _____

Date: May 15, 2025

**Note: the individual signing this certification cannot be the same person who signed the contract.*



ACTION ITEMS

**APPROVAL: FDOT Grant Amendment No. 3 and
Associated Resolution – North Area Security and
Infrastructure, Merritt Island Airport (FPN 435310-2)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT FOR EXTENSION OF PUBLIC
TRANSPORTATION GRANT AGREEMENT**

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: 5/8/25

TO: Justin Hopman
Titusville-Cocoa Airport District

FROM: Luci Taylor

SUBJECT: North Area Security and Infrastructure
Merritt Island Airport

CONTRACT NUMBER: G2903

AMENDMENT NUMBER: 3

FINANCIAL MANAGEMENT NUMBER: 435310-2

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Titusville-Cocoa Airport District ("Agency"), dated 05/26/2022, is scheduled to expire on the 1 day of June, 2025.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of June, 2026, for additional time to complete the Project for the following reasons: Issues with Brevard County closing out the permit are causing delays. The project is substantially complete, but not all invoices are able to be bill out at this time.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

Agency: Titusville-Cocoa Airport District

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James S. Stroz, Jr., P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:



REPORT

DIRECTOR OF AIRPORTS



MEMORANDUM

DATE: May 15, 2025

TO: Airport Authority Board Members

FROM: Kevin Daugherty, AAE
Director of Airports

SUBJECT: Director's Report

Business Development Leads

Staff met with Sky Services CEO Julian Benscher last week. Sky Services operates a fleet of Lighter than Air (LTA) blimps and has expressed interest in establishing a presence at TIX. The company currently has a base at Smyrna Airport in Tennessee. We have outreached to Space Florida for an introductory meeting along with a review of potential incentives and conduit financing options for the company.

Staff met with 321 Launch CEO Cheree Kiernan last week. 321 Launch currently leases (4) acres of Authority owned unimproved property along Perimeter Road. Their plan is to construct a Satellite Payload Processing Center on the parcel. Ms. Kiernan provided an update on the status of the project. The project is currently at 90% design with Ms. Kiernan reporting that they are having discussions with a potential funding partner for the construction and operation of the facility.

Staff met with the City of Titusville on April 9th at the 6995 Tico Road building. The facility was formally occupied by Space Perspective. The City has interest in occupying the leasehold and is currently reviewing options of which departments can move into the building.

Staff met with the Merritt Island Airport Experimental Aircraft Association Chapter President and Board member last week. The Authority entered into an MOU with the Chapter in October 2024 for a small parcel located on the north side of the airport. The Chapter intends on constructing a 60 x 60 hangar with offices and small ramp for operations and community outreach. The group presented the recently completed boundary survey and updated conceptual site plan with hangar renderings. The chapter is actively pursuing funding for the project.

Spaceport License

Staff worked with consultant Kimley-Horn on the renewal of the Spaceport Operator license. The original license was set to expire in March 2025. The Authority received notification from the FAA's Office of Space Transportation that our license was renewed through May 5, 2030 (LSO # 20-019 Rev 1). Documents were revised to reflect the new name (Exploration Spaceport) along with updates to the Public Access and Scheduling / Notification plan(s).

Business Outreach

I was invited by the Orlando Business Journal to participate in an upcoming feature titled "People to Know in Aerospace & Technology". I used the opportunity to highlight the economic components of airports and the upcoming Space Coast Innovation Park project at TIX.

Upcoming Meetings

State of the Delta Annual Briefing – May 16, 2025

Civ-Mil Monthly Meeting (North Brevard) – May 22, 2025

North Brevard Republican Club – May 20, 2025

FDOT Advanced Air Mobility Briefing – June 3, 2025

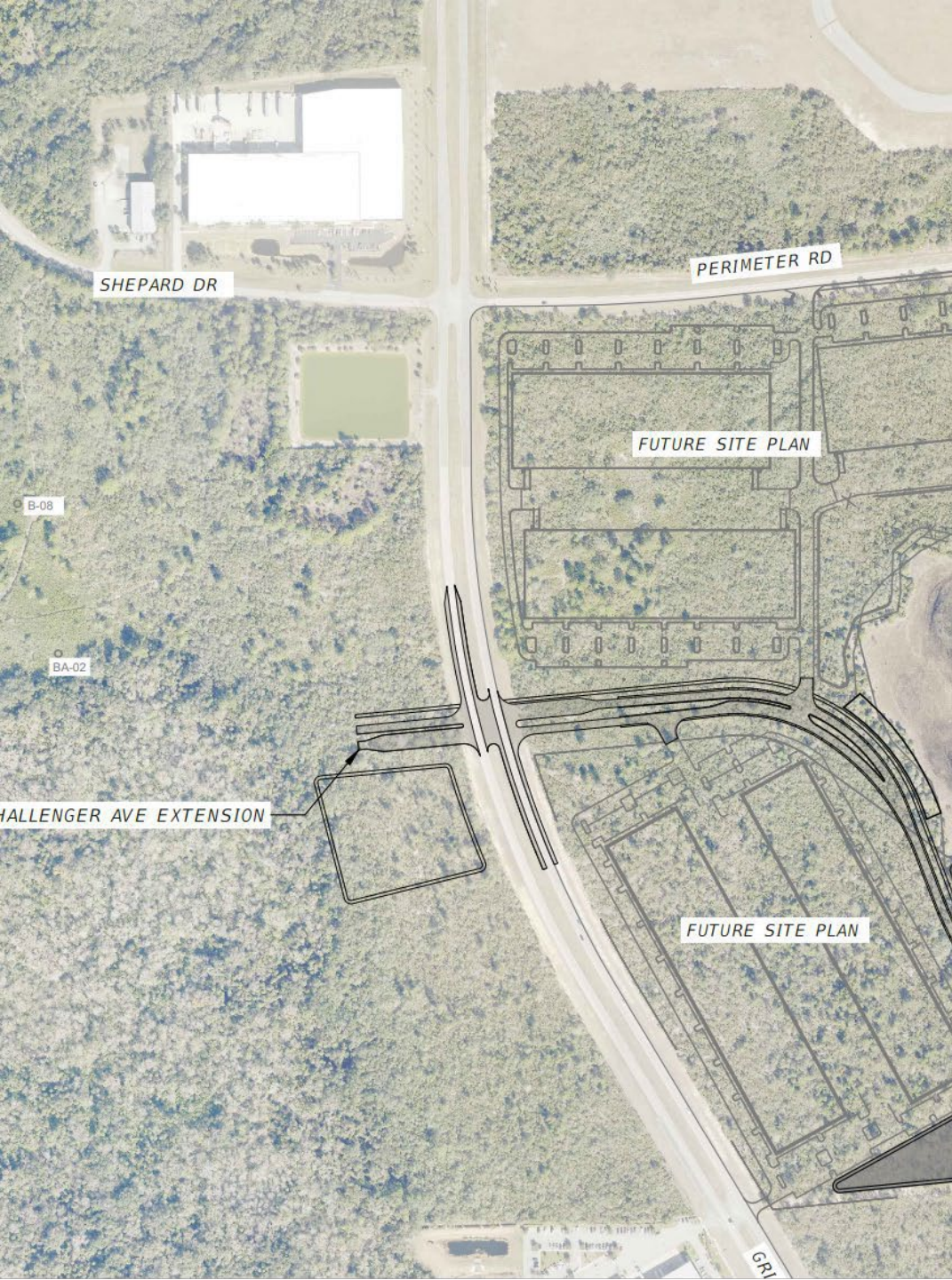


REPORT

DEPUTY DIRECTOR OF OPERATIONS & MAINTENANCE

Airport Project Updates

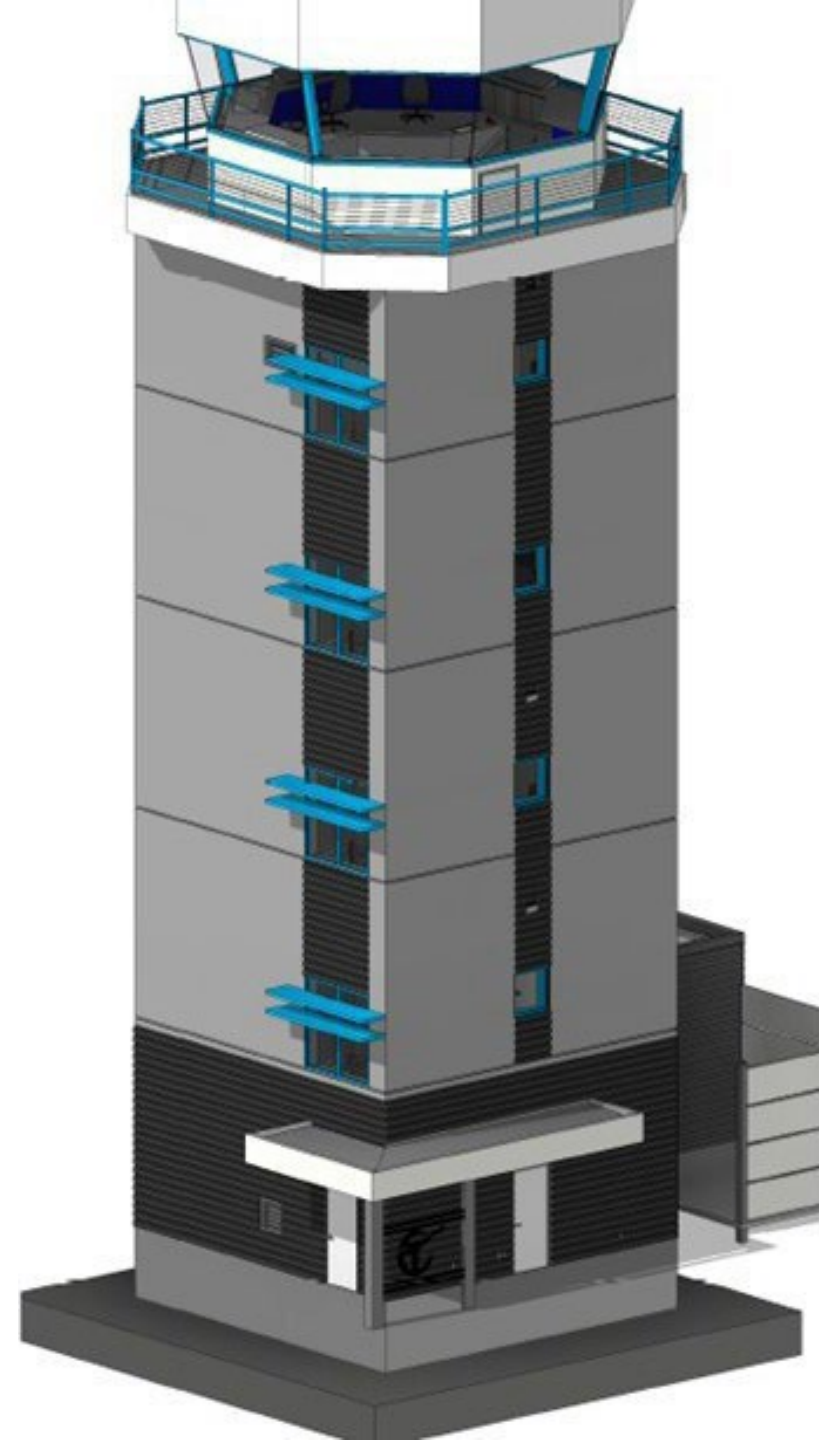
- Challenger Ave Extension Phase I
- TIX Rwy 18/36 Rehab Design
- TIX Air Traffic Control Tower
- TIX Northeast Corp Hangar Project
- COI Runway 11/29 Rehab Design



- **PROJECT:** Challenger Avenue Extension Phase I
- **BUDGET:** \$460,000- Design (100% funded by NBEDZ)
- **CURRENT STATUS:** Design wrapping up. Project will go out to bid June of 2025.

- **PROJECT:** TIX RWY 18/36 Rehabilitation Design/Construction
- **BUDGET:** \$806,000 (90% FAA, 8% FDOT, 2% Local)
 - Design
 - \$10,332,122 (90% FAA, 8% FDOT, 2% Local) - Construction
- **CURRENT STATUS:** Construction starting 1st or 2nd week in June. Construction has been delayed due to FPL needing more time to de-energized a buried powerline.





- **PROJECT:** Airport Traffic Control Tower – Space Coast Regional
- **BUDGET:** \$1,040,00 (80% FDOT, 20% Local) – Design
\$8,875,000 (\$2,000,000 FAA, 80% FDOT, 20% Local) - Construction
- **CURRENT STATUS:** CoT Building Permit in hand, meeting with FPL April 15th for relocation estimates. Construction anticipated to start at the end of May 2025.



- **PROJECT:** Space Coast Regional Northeast Corporate Hangar Design Project
- **BUDGET:** \$775,000 (80% FDOT, 20% Local)
- **CURRENT STATUS:** 30% design plans under review. 60% design review meeting to be held at the end of May.



- **PROJECT:** Merritt Island Airport Runway 11-29 Rehab Design
- **BUDGET:** \$407,537 (90% FAA, 8% FDOT, 2% Local)
- **CURRENT STATUS:** Bids have been received and are under review.

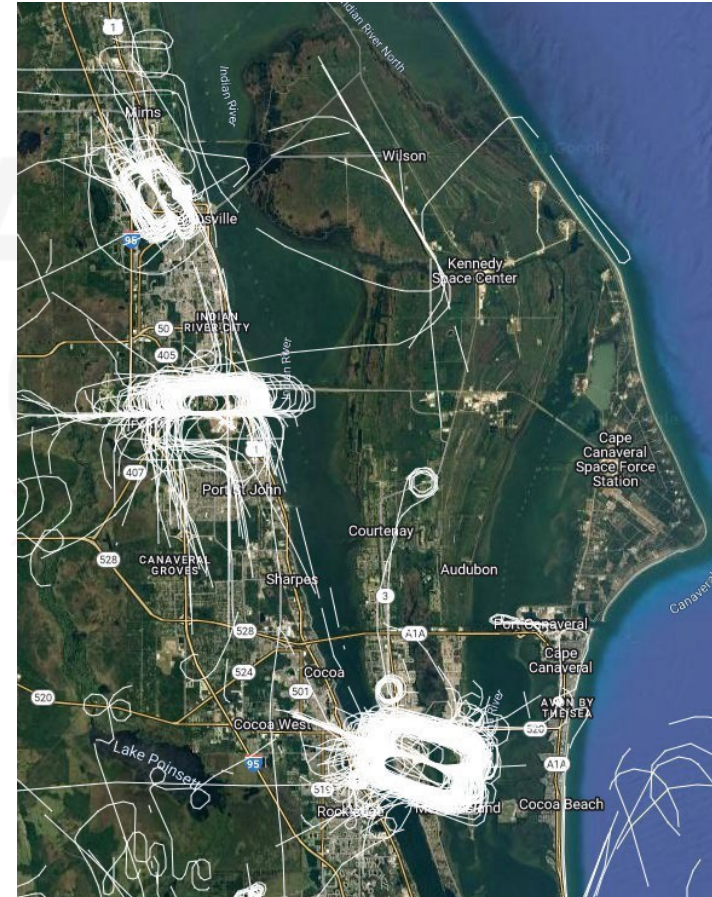
Airport Noise Complaints

April 2025

X21 - 0

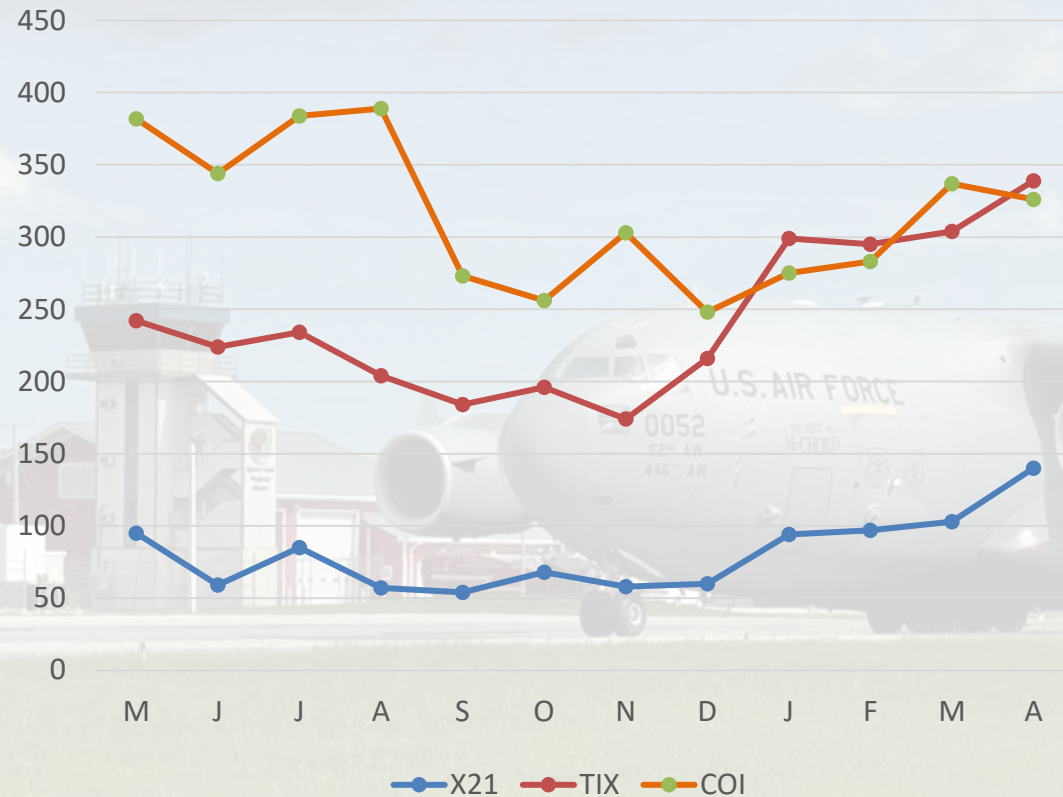
TIX - 0

COI - 3



March 2025 Average Daily Operations

2024/2025 Operations



X21	140
TIX	339
COI	326

Data collected by VirTower



REPORT

**DEPUTY DIRECTOR OF FINANCE &
ADMINISTRATION**

TITUSVILLE COCOA AIRPORT AUTHORITY

Check Register April 2025

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	6943	04/04/2025	432.61
Allen Enterprises, Inc.	Bill Pmt -Check	6944	04/04/2025	45.18
Amazon Capital services	Bill Pmt -Check	6945	04/04/2025	2,638.32
AT&T	Bill Pmt -Check	6946	04/04/2025	455.04
AT&T Business	Bill Pmt -Check	6947	04/04/2025	830.11
AT&T Internet	Bill Pmt -Check	6948	04/04/2025	64.20
AT&T Mobility	Bill Pmt -Check	6949	04/04/2025	407.84
Black's Spray Service, Inc	Bill Pmt -Check	6950	04/04/2025	316.00
Brady Industries, LLC	Bill Pmt -Check	6951	04/04/2025	753.86
Brevard Uniform Co	Bill Pmt -Check	6952	04/04/2025	103.35
City Of Titusville	Bill Pmt -Check	6953	04/04/2025	1,799.09
Communications International	Bill Pmt -Check	6954	04/04/2025	4,464.00
Deluxe	Bill Pmt -Check	6955	04/04/2025	1,181.57
Dish	Bill Pmt -Check	6956	04/04/2025	87.10
Dynafire	Bill Pmt -Check	6957	04/04/2025	865.50
East Coast Fence & Guardrail	Bill Pmt -Check	6958	04/04/2025	3,121.72
Faster Than Sound, Inc	Bill Pmt -Check	6959	04/04/2025	1,780.00
FPL	Bill Pmt -Check	6960	04/04/2025	596.52
FPL	Bill Pmt -Check	6961	04/04/2025	879.55
FPL	Bill Pmt -Check	6962	04/04/2025	2,199.04
Globenet Global Computer Solutions	Bill Pmt -Check	6963	04/04/2025	8,756.00
Infrastructure Consulting & Engineering	Bill Pmt -Check	6964	04/04/2025	162,920.54
Off Duty Management, Inc	Bill Pmt -Check	6965	04/04/2025	197.75
Public Risk Management of Florida	Bill Pmt -Check	6966	04/04/2025	93,237.00
RICONDO	Bill Pmt -Check	6967	04/04/2025	9,867.15
RICONDO	Bill Pmt -Check	6968	04/04/2025	5,540.48
RICONDO	Bill Pmt -Check	6969	04/04/2025	17,696.67
Robertson's Lawns Inc	Bill Pmt -Check	6970	04/04/2025	1,000.00
T's Handyman Service	Bill Pmt -Check	6971	04/04/2025	9,410.50
T's Handyman Service	Bill Pmt -Check	6972	04/04/2025	28,638.00
W&J Construction Corporation	Bill Pmt -Check	6973	04/04/2025	51,792.39
Waste Management	Bill Pmt -Check	6974	04/04/2025	504.76
Wiedmann Construction	Bill Pmt -Check	6975	04/04/2025	5,820.00
Al Ortiz	Bill Pmt -Check	6976	04/04/2025	58.69
Sheltair Space Coast, LLC	Bill Pmt -Check	6977	04/04/2025	500.00
Sheltair Dunn, LLC	Bill Pmt -Check	6978	04/04/2025	75.00
Timothy Hahn	Bill Pmt -Check	6979	04/04/2025	25.00
Jon Vadney	Bill Pmt -Check	6980	04/04/2025	200.00
David Cartwright	Bill Pmt -Check	6981	04/04/2025	200.00
Mission Square - 303301	Bill Pmt -Check	6982	04/18/2025	432.61
Board of County Commissioners	Bill Pmt -Check	6983	04/18/2025	16,120.83
Amazon Capital services	Bill Pmt -Check	6984	04/18/2025	896.34

TITUSVILLE COCOA AIRPORT AUTHORITY

Check Register April 2025

Arthur J. Gallagher Risk Management Serv	Bill Pmt -Check	6985	04/18/2025	7,259.04
AVCON	Bill Pmt -Check	6986	04/18/2025	35,000.00
AVCON	Bill Pmt -Check	6987	04/18/2025	14,063.04
Brady Industries, LLC	Bill Pmt -Check	6988	04/18/2025	240.08
Brevard Uniform Co	Bill Pmt -Check	6989	04/18/2025	68.90
Carr, Riggs & Ingram	Bill Pmt -Check	6990	04/18/2025	8,700.00
City of Cocoa	Bill Pmt -Check	6991	04/18/2025	290.90
City Of Titusville	Bill Pmt -Check	6992	04/18/2025	681.53
Culligan	Bill Pmt -Check	6993	04/18/2025	180.30
Dynafire	Bill Pmt -Check	6994	04/18/2025	372.24
Faster Than Sound, Inc	Bill Pmt -Check	6995	04/18/2025	1,848.31
Florida Alarm & Security Technologies	Bill Pmt -Check	6996	04/18/2025	158.50
FPL	Bill Pmt -Check	6997	04/18/2025	3,419.39
FPL	Bill Pmt -Check	6998	04/18/2025	2,113.24
FPL	Bill Pmt -Check	6999	04/18/2025	879.32
FPL	Bill Pmt -Check	7000	04/18/2025	2,272.10
FPL	Bill Pmt -Check	7001	04/18/2025	829.57
FPL	Bill Pmt -Check	7002	04/18/2025	1,376.76
Home Depot Credit Services	Bill Pmt -Check	7003	04/18/2025	900.92
Nardella & Nardella, PLLC	Bill Pmt -Check	7004	04/18/2025	3,348.64
SES Environmental Resources Solutions LLC	Bill Pmt -Check	7005	04/18/2025	4,925.00
Shirt Shack	Bill Pmt -Check	7006	04/18/2025	350.80
T's Handyman Service	Bill Pmt -Check	7007	04/18/2025	5,559.50
The Quotient Group	Bill Pmt -Check	7008	04/18/2025	5,437.50
W&J Construction Corporation	Bill Pmt -Check	7009	04/18/2025	5,821.41
Watkins Oil	Bill Pmt -Check	7010	04/18/2025	1,112.27
Whitebird Attorneys at Law	Bill Pmt -Check	7011	04/18/2025	16,673.15
Dariusz Dolacinski	Bill Pmt -Check	7012	04/18/2025	25.00
MCD Aviation Inc	Bill Pmt -Check	7013	04/18/2025	414.90
Daniel J. Mesnard	Bill Pmt -Check	7014	04/18/2025	55.06
Karol McBee	Bill Pmt -Check	7015	04/18/2025	50.00
Christopher Heath Rehkop	Bill Pmt -Check	7016	04/18/2025	200.00
William Dally	Bill Pmt -Check	7017	04/18/2025	400.00
Standard Insurance Company	Bill Pmt -Check	7018	04/18/2025	625.34
CHLIC	Bill Pmt -Check	7019	04/18/2025	491.57
Total				563,054.59

Titusville-Cocoa Airport Authority, Florida
FINANCIAL STATEMENTS
4/30/2025

Titusville-Cocoa Airport Authority
Statements of Net Position

	<u>4/30/2025</u>	<u>9/30/2024</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 958,298	\$ 1,776,506
Restricted cash and cash equivalents	310,656	264,762
Accounts receivable	251,948	1,128,134
Accrued receivables	870,920	-
Reserve for Bad Debt	(845,554)	(845,554)
Leases receivable	181,397	181,397
Due from other governments	763,067	644,944
Prepaid expenses	139,121	29,360
Total current assets	<u>2,629,852</u>	<u>3,179,549</u>
Noncurrent capital assets		
Land	13,621,899	13,621,899
Buildings and improvements	36,359,098	34,274,472
Runways and lighting	46,066,773	45,069,245
Furniture, fixtures, and equipment	655,887	1,650,298
Vehicles	1,261,417	1,261,417
Construction in process	7,646,502	6,184,137
Accumulated depreciation	(36,379,651)	(34,847,061)
Lease receivables	19,600,935	19,600,935
Total noncurrent capital assets	<u>88,832,860</u>	<u>86,815,342</u>
Total assets	<u><u>\$ 91,462,712</u></u>	<u><u>\$ 89,994,891</u></u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflow related to pensions	\$ 333,833	\$ 333,833
Deferred outflow related to other post-employment benefits	14,474	14,474
Total deferred outflows of resources	<u><u>\$ 348,307</u></u>	<u><u>\$ 348,307</u></u>

Titusville-Cocoa Airport Authority
Statements of Net Position

	<u>4/30/2025</u>	<u>9/30/2024</u>
LIABILITIES		
Current liabilities		
Accounts payable	\$ 385,583	\$ 573,399
Retainage payable	10,970	39,906
Accrued expenses and other liabilities	281,112	103,966
Truist - Line of Credit	673,446	-
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	310,656	264,762
Unearned revenue	1,009,922	1,082,882
Compensated absences	128,089	103,255
Total current liabilities	<u>3,039,777</u>	<u>2,408,170</u>
Noncurrent liabilities		
Note payable - USATS Bldg 1	-	240,000
Net pension liabilities	1,259,628	1,259,628
Other post-employment benefits liability	22,202	22,202
Total noncurrent liabilities	<u>1,281,830</u>	<u>1,521,830</u>
Total liabilities	<u>\$ 4,321,607</u>	<u>\$ 3,930,000</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	208,783	208,783
Deferred inflows related to other post-employment benefits	6,405	6,405
Deferred inflows of leases	\$ 17,546,462	\$ 17,546,462
Total deferred inflows of resources	<u>\$ 17,761,650</u>	<u>\$ 17,761,650</u>
NET POSITION		
Net investment in capital assets	\$ 68,665,655	\$ 66,417,730
Restricted for airport improvements	995,081	995,081
Unrestricted	67,026	1,238,737
Total net position	<u>\$ 69,727,762</u>	<u>\$ 68,651,548</u>

Titusville-Cocoa Airport Authority
Preliminary Statement of Revenues, Expenses and Changes in Net Position
For the Seven Months Ending April 30, 2025

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
Operating revenues						
T-hangars	\$ 183,540	\$ 458,514	\$ 269,822	\$ -	\$ -	\$ 911,876
Fixed base operations	50,340	119,848	67,229	-	-	237,417
Building, land, and other leases	68,892	307,695	969,031	122,168	-	1,467,786
Miscellaneous revenue	10,220	6,655	46,483	(7,093)	-	56,265
Total Operating Revenue	312,992	892,712	1,352,565	115,075	-	2,673,344
Operating expenses						
Operating and maintenance expenses						
Wages and personnel expenses	80,708	149,169	376,906	60,629	171,198	838,611
Professional services	5,472	51,737	14,222	7,396	95,782	174,609
Communications and utilities	9,010	35,972	41,037	5,804	20,240	112,063
Insurance	33,364	78,037	141,349	28,294	-	281,045
Marketing & website	-	15,000	(25)	67	12,474	27,516
Repairs and maintenance	50,792	44,194	213,199	1,093	10,183	319,461
Materials and supplies	5,473	4,509	17,631	5,084	21,432	54,130
Bad debt expense	-	-	246,441	-	-	246,441
Total operating and maintenance expenses	184,819	378,619	1,050,760	108,367	331,309	2,053,873
Non-cash operating expenses						
Depreciation	137,983	432,963	917,596	44,048	-	1,532,590
Total operating expenses	322,802	811,582	1,968,356	152,415	331,309	3,586,464
Operating gain (loss)	(9,810)	81,130	(615,791)	(37,340)	(331,309)	(913,120)
Non-operating revenues (expenses)						
Interest income					949	949
Interest expense					(17,061)	(17,061)
Total non-operating revenues (expenses)	-	-	-	-	(16,112)	(16,112)
Gain (Loss) before contributions	(9,810)	81,130	(615,791)	(37,340)	(347,421)	(929,232)
Capital contributions	732,879	527,782	744,785	-	-	2,005,445
Change in net position	\$ 723,069	\$ 608,912	\$ 128,993	\$ (37,340)	\$ (347,421)	1,076,213
Net position, beginning of year						68,651,548
Net position, April 30, 2025						\$ 69,727,762

TITUSVILLE COCOA AIRPORT AUTHORITY

Budget to Actual Overview

April 2025

	Actual April 25	Budget Oct 24 - Sep 25	% Budget
Ordinary Income/Expense			
Income			
Grant Revenue	\$ 2,005,445	\$ -	
Aeronautical Revenue			
T-Hangar Leases	911,876	1,361,519	66.97%
Bldg Leases & Land Leases	1,085,488	1,478,468	73.42%
FBO Bldg, Land & Fuel Flowage	237,417	182,568	130.04%
Investment Fee	-	30,240	0.00%
Total Aeronautical Revenue	2,234,781	3,052,795	73.20%
Non-Aeronautical Revenue			
Bldg Leases	36,968	38,875	95.09%
Land Leases	206,428	332,360	62.11%
Storage Unit Leases	138,902	253,335	54.83%
Total Non-Aeronautical Revenue	382,298	624,570	61.21%
Misc. Income	22,220	2,500	888.80%
Property Ins. Refund (VAC)	34,045		
Total Income	4,678,789	3,679,865	127.15%
Expense			
Fringe Benefits	303,713	505,505	60.08%
Operating Expenses			
Salaries & Wages	526,509	956,485	55.05%
Hiring Expenses	268	500	53.60%
Education & Training	8,121	17,000	47.77%
Professional Services	135,770	128,200	105.91%
Consulting Services	33,962	90,000	37.74%
Information Technology	4,877	6,600	73.89%
Contracted Services	26,696	37,500	71.19%
Insurance	281,045	441,551	63.65%
Office Equipment	8,296	9,900	83.80%
Office Services	5,714	11,400	50.12%
Memberships & Subscriptions	18,989	36,000	52.75%
Marketing	19,682	22,600	87.09%
Taxes, Permits & Fees	2,481	-	
Fuel Systems	12,450	38,000	32.76%
Repairs & Maintenance	294,101	463,804	63.41%
Travel	7,834	11,000	71.22%
Utilities	109,105	205,000	53.22%
Capital Outlay	-	320,000	0.00%
Depreciation	1,532,590		
Bank Fees	7,819		
Bad Debt	246,441	-	
Total Expense	3,586,464	3,301,045	108.65%

For Management Use Only

TITUSVILLE COCOA AIRPORT AUTHORITY

Budget to Actual Overview

April 2025

	<u>Actual</u> <u>April 25</u>	<u>Budget</u> <u>Oct 24 - Sep 25</u>	<u>%</u> <u>Budget</u>
Net Ordinary Income	1,092,325	378,820	288.35%
Other Income/Expense			
Other Income			
Interest Income	<u>949</u>	<u>-</u>	<u></u>
Total Other Income	949	-	
Other Expense			
Development	185,472	263,209	70.47%
Hangar Acquisition	1,280,000	-	0.00%
Contingency	-	115,611	0.00%
Interest Expense	(17,061)	-	
Fraudulent Expense	<u>-</u>	<u>-</u>	
Total Other Expense	<u>1,448,412</u>	<u>378,820</u>	<u>382.35%</u>
Net Other Income	<u>(1,464,524)</u>	<u>(378,820)</u>	<u>386.60%</u>
Net Income	<u><u>\$ 1,076,213</u></u>	<u><u>\$ -</u></u>	



REPORT
AUTHORITY ATTORNEY



REPORTS
AUTHORITY MEMBERS



PUBLIC COMMENT



ADJOURN