

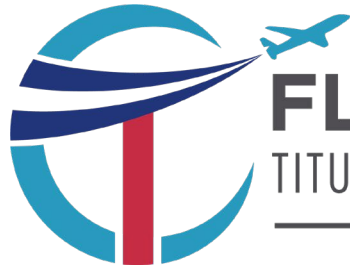


FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

CALL TO ORDER



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

PLEDGE OF ALLEGIANCE



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TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ROLL CALL



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

APPROVAL OF AGENDA

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Minutes
 - a. May 21st, 2026 – Regular Board Meeting Minutes
- F. Public Comment
- G. Presentations
 - a. Experimental Aircraft Association Chapter 724 Update
- H. Action Item(s)

Grants

- a. Approval: FAA Grant Agreement (3-12-0013-029-2026) and associated resolution for the Taxiway A Rehabilitation project (Design Only) at Merritt Island Airport.

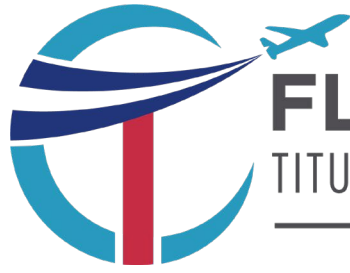
Lease Agreements

- b. Approval: Lease Agreement with Helicon Chemical Company, LLC for unimproved property located at Space Coast Regional Airport

Airport Minimum Operating Standards

- c. Approval: Minimum Standard Requirements for Aeronautical Services at Space Coast Regional Airport, Merritt Island Airport, and Arthur Dunn Airpark with Associated Resolution
- I. Staff Report(s)
 - a. Director of Airports Monthly Report
 - b. Deputy Director of Airports Monthly Report
 - i. Capital Improvement Projects Update
 - ii. Check Register May 2026
 - iii. May 2026 Financial Statements

- c. Annual Performance Review of Airport Authority General Counsel
- d. Report: Authority Attorney
- e. Reports: Authority Members
- f. Adjourn



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

APPROVAL OF MINUTES

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Authority was held on May 21, 2026, at 5 p.m., at the Titusville - Cocoa Airport Authority Office, 1 Bristow Way, Titusville, Florida. The following members were present: Mr. Brad Whitmore, Vice Chairman; Mr. Mark Grainger; Mr. Ty Moore; Mr. John Hopengarten; and Mr. Kevin Daugherty, AAE, Director of Airports. Mr. John Craig, Chairman; Mr. Michael Gindling, Secretary and Mr. Adam Bird, Attorney; were absent.

Call to Order

Mr. Whitmore 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. Whitmore called for any changes or additions to the agenda. Mr. Daugherty stated the addition of two FDOT grant agreements which are notated in the Board packet and requested approval from the Board.

Mr. Whitmore called for a motion to approve the change of agenda as presented. Mr. Grainger made a motion to approve, and Mr. Moore seconded the motion. Motion passed.

Approval of Meeting Minutes:**1. April 16, 2026 – Regular Meeting**

Mr. Whitmore called for a motion to approve April 16, 2026; meeting minutes as presented. Mr. Grainger made a motion to approve. Mr. Moore seconded the motion. Motion passed.

Public Comment

Mr. Whitmore called for any comments or questions from the public.

Mr. Jon Houdyschell with Evolution Airways discussed the addition of adding a fifth jet for a total of seven by the end of the year and possibly obtaining an office space at 1 Bristow Way.

Mr. Jason Yocom, a current tenant at both X21 and TIX, expressed his dissatisfaction with the current hangar monthly fees.

Mr. Ott Thiele, a current tenant at X21, requested the process of building new hangars on the south end of Arthur Dunn Airpark along with available empty hangars for a daily fee.

Mr. Danilo D’Innocenti stated his disagreement with the current T-hangar appraisal value.

Action Items

1. Grants

- a. **Approval of FDOT Contract #G2903 Amendment 4 (Period of Performance Extension) and associated resolution for the North Area Security and Infrastructure project at Merritt Island Airport.**

Mr. Daugherty discussed the FDOT Contract Amendment 4 (Period of Performance Extension) and associated resolution located at the Merritt Island Airport and recommended approval from the Board.

Mr. Whitmore called for a motion to approve the FDOT Contract Amendment 4 (Period of Performance Extension) and associated resolution as presented by Mr. Daugherty. Mr. Moore made a motion to approve. Mr. Grainger seconded the motion. Motion passed.

- b. **Approval of FDOT Contract #G2667 Amendment 2 (Period of Performance Extension) and associated resolution for the Fuel Farm Replacement project at Space Coast Regional Airport.**

Mr. Daugherty gave details regarding the FDOT Contract Amendment 2 (Period of Performance Extension) and associated resolution located at the Space Coast Regional Airport and recommended approval from the Board.

Mr. Whitmore called for a motion to approve the FDOT Contract Amendment 2 (Period of Performance Extension) and associated resolution as presented by Mr. Daugherty. Mr. Grainger made a motion to approve. Mr. Moore seconded the motion. Motion passed.

c. Approval of FDOT Contract #G3001 Amendment 1 (Additional Funding) and associated resolution for the Fuel Farm Replacement project at Arthur Dunn Airpark.

Mr. Daugherty discussed the FDOT Contract Amendment 1 (Additional Funding) and associated resolution located at the Arthur Dunn Airpark and recommended approval from the Board.

Mr. Whitmore called for a motion to approve the FDOT Contract Amendment 1 (Additional Funding) and associated resolution as presented by Mr. Daugherty. Mr. Grainger made a motion to approve. Mr. Moore seconded the motion. Motion passed.

d. Approval of FDOT Contract #G3G96 Amendment 1 (Additional Funding) and associated resolution for the Taxiway A Rehabilitation project at Space Coast Regional Airport.

Mr. Daugherty discussed the FDOT Contract Amendment 1 (Additional Funding) and associated resolution located at the Space Coast Regional Airport and recommended approval from the Board.

Mr. Whitmore called for a motion to approve the FDOT Contract Amendment 1 (Additional Funding) and associated resolution as presented by Mr. Daugherty. Mr. Moore made a motion to approve. Mr. Grainger seconded the motion. Motion passed.

2. 2026 Election of Officers

a. Airport Authority Board of Directors Officers Position (Treasurer)

Mr. Daugherty discussed the vacancy seat of the Airport Authority's treasurer and also introduced the newest Board Member, Mr. John Hopengarten.

Mr. Whitmore called for a motion to elect Mr. Ty Moore to the seat of treasurer. All voted Aye. Motion approved.

Discussion Item(s)

1. Acquisition of River Fly in Box Hangars at Merritt Island Airport.

Mr. Daugherty gave details regarding the opportunity of acquiring new box hangars at the Merritt Island Airport which are currently under construction. A sales contract with proforma will be brought back to the Board for consideration at a future meeting.

Staff Reports**1. Director of Airports Monthly Report**

Mr. Daugherty gave details regarding Space Coast Innovation Park's completion of Phase 1 with a possible groundbreaking ceremony in July.

Mr. Daugherty stated that Project Forge discussions continue with hopes of a decision being made soon.

Mr. Daugherty discussed the possible ground lease agreement with Helicon Chemical Company at the Space Coast Regional Airport.

Mr. Daugherty discussed meeting with Imanna Laboratory regarding the possible move to Space Coast Regional Airport. Mr. Daugherty will attend a site visit to their current location in Rockledge.

Mr. Daugherty discussed his recent meeting with the City of Titusville's Economic Development Organization.

2. Deputy Director of Operations and Maintenance**a. Capital Improvement Projects Update**

Mr. Daugherty discussed the Challenger Avenue Extension Phase 1 construction project regarding the permit required for the removal of gopher tortoises. A groundbreaking ceremony is expected in June or July of this year.

Mr. Daugherty stated the TIX Space Coast Innovation Park Phase 1 Construction project is estimated to also begin in June or July.

Mr. Daugherty stated that the sod has been put in place for the Runway 18/36 Rehabilitation Project at Space Coast Regional Airport.

Mr. Daugherty stated the current sitework for the new Air Traffic Control Tower is moving forward with a completion date in December of this year.

Mr. Daugherty stated the Taxiway A Rehabilitation Design Project at the Space Coast Regional Airport is out to bid with a strong showing for the pre-bid. The bid will take place on June 2, 2026.

Mr. Daugherty discussed the FBO apron rehab with the design underway with construction to follow.

3. Deputy Director of Finance and Administration Report

a. April 2026 Check Register

Ms. Kinard called for any questions from the Board regarding the April 2026 check register. There were none.

b. March 2026 Financial Statements

Ms. Kinard presented the March 2026 preliminary financial statements and called for any questions. There were none.

c. April 2026 Financial Statements

Ms. Kinard presented the April 2026 financial statements and called for any questions. There were none.

4. Authority Members Report

Mr. Whitmore called for any comments or questions from the Board. There were none.

Adjournment

Mr. Whitmore adjourned the meeting at 5:56 p.m.

JOHN CRAIG, CHAIRMAN _____

BRAD WHITMORE, VICE CHAIRMAN _____



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

PUBLIC COMMENT



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

PRESENTATION

**EXPERIMENTAL AIRCRAFT ASSOCIATION
CHAPTER 724 UPDATE**



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

ACTION ITEMS

**APPROVAL: FAA GRANT AGREEMENT
(3-12-0013-029-2026) AND ASSOCIATED
RESOLUTION FOR THE TAXIWAY A
REHABILITATION PROJECT (DESIGN
ONLY) AT MERRITT ISLAND AIRPORT.**



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office:
8427 South Park Circle, Suite 524
Orlando, FL 32819

June 11, 2026

Kevin Daugherty
Director of Airports
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, Florida 32780

Dear Mr. Daugherty:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0013-029-2026 at Merritt Island Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 15, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Juan C. Brown (09/11/2026 10:00:12 EDT)

Juan C. Brown
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 11, 2026

Airport/Planning Area Merritt Island Airport

Airport Grant Number 3-12-0013-029-2026

Unique Entity Identifier NML8EAJ995H1

TO: Titusville-Cocoa Airport Authority
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated June 3, 2026, for a grant of federal funds for a project at or associated with the Merritt Island Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Merritt Island Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (3,601 feet) and Rehabilitate Taxiway A Lighting – Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.116.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$295,100.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$295,100 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

a. Period of Performance:

- i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. End Date: Four (4) years to the calendar day from the date of acceptance.
- iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

b. Budget Period:

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
 - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
 - ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
 - iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

- 4. Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
- 5. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 8. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 15, 2026, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
- 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- 4. Charging recruited employees a placement or recruitment fee; or
- 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
 - i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
 - i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

- ii. The FAA’s right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
 - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
 - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. “Employee” means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - ii. “Private Entity” means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit “A” Property Map. The Exhibit “A” Property Map dated January 15, 2026, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
 - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
 - i. Additional conditions on the award;

- ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
- 31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

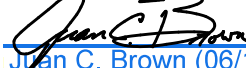
- 32. Plans and Specifications Prior to Bidding.** The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
- 33. Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 34. Construction Safety Phasing Plan.** In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (06/11/2026 10:00:12 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

Titusville-Cocoa Airport Authority

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
- d. Hatch Act – 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.

- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Titusville-Cocoa Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of June 03, 2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

RESOLUTION NO. 00-26-10

A RESOLUTION APPROVING FAA GRANT AGREEMENT NO. 3-12-0013-029-2026 AND ASSOCIATED RESOLUTION FOR THE TAXIWAY A REHABILITATION PROJECT (DESIGN ONLY) AT THE MERRITT ISLAND AIRPORT.

WHEREAS, on June 18, 2026, the Titusville – Cocoa Airport Authority in the regular session adopted Resolution No. 00-26-10, which approved FAA Grant Agreement No. 3-12-0013-029-2026 and Associated Resolution for the Taxiway A Rehabilitation (Design Only) project at the Merritt Island Airport.

NOW, THEREFORE BE IT RESOLVED THAT THE TITUSVILLE-COCOA AIRPORT DISTRICT (also known as Titusville – Cocoa Airport Authority) approves the above-referenced FAA Grant Agreement and authorizes its Director of Airports, Kevin Daugherty, to execute the required documents.

This Resolution dated and adopted this 18th day of June 2026.

ATTEST:

TITUSVILLE-COCOA AIRPORT DISTRICT

John Craig
Chairman

Kevin Daugherty, AAE
Director of Airports

Approved as to form and legality:

Adam Bird
Airport Attorney



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ACTION ITEMS

**APPROVAL: LEASE AGREEMENT WITH
HELICON CHEMICAL COMPANY, LLC FOR
UNIMPROVED PROPERTY LOCATED AT SPACE
COAST REGIONAL AIRPORT**



Executive Summary

AIRPORT: Space Coast Regional Airport (TIX)

TENANT: Helicon Chemical Company, LLC

LEASED PREMISES: Four (4) acres MOL of unimproved property

LEASE TERM: Ten (10) years with one additional ten (10) year option.

LEASE RENT: Initial base rent of \$81,600 annually

ESCALATIONS: Base rent will increase annually by three percent (3%). The lease also includes rent adjustments at the fifth and tenth anniversaries based on twelve percent (12%) of the then-current fair market value of the unimproved property, as determined by appraisal and subject to the terms of the lease.

IMPROVEMENTS TO BE CONSTRUCTED BY TENANT: Tenant is responsible for the construction of all improvements at its sole cost and expense. The proposed use includes research, development, testing, and manufacturing activities related to advanced materials, solid rocket motors, propellants, rocket motor components, and related static-fire testing operations, subject to all required approvals, permits, and regulatory requirements.

AUTHORITY IMPROVEMENT OBLIGATIONS: None. Tenant is responsible for site improvements, utilities, permitting, maintenance, taxes, fees, insurance, environmental compliance, and other costs associated with its development and use of the property, subject to the terms of the lease.



**NON-AERONAUTICAL COMMERCIAL GROUND LEASE
AGREEMENT**

Space Coast Regional Airport

Titusville, Florida

Lessee:

Helicon Chemical Company LLC

**NON-AERONAUTICAL COMMERCIAL GROUND LEASE
AGREEMENT**

THIS NON-AERONAUTICAL COMMERCIAL GROUND LEASE AGREEMENT (hereinafter referred to as this “**Lease**” or “**Agreement**”), made and entered into this _____ day of _____, 2026 (the “**Effective Date**”), by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY (the “**Airport Authority**”), a special taxing district existing under the laws of the State of Florida, whose mailing address is 1 Bristow Way, Titusville, Florida 32780, and Helicon Chemical Company, LLC, a Florida Limited Liability Company organized and existing under the laws of the State of Florida, with its principal place of business currently located at 3259 Progress Drive, Orlando, Florida 32826 (the “**Tenant**”).

WITNESSETH THAT:

WHEREAS, the Airport Authority has the exclusive right, power and authority to lease certain Property (hereinafter defined) located at Space Coast Regional Airport (TIX, the “**Airport**”) in the County of Brevard, State of Florida; and

WHEREAS, the Airport Authority desires to lease to Tenant, and Tenant desires to lease from the Airport Authority, such Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein set forth, the parties have agreed and do agree as follows:

ARTICLE 1

LEASE AGREEMENT, TERM AND RENTAL

SECTION 101. PROPERTY.

Subsection 101.1. Property. Subject to the terms and conditions set forth hereinafter, the Airport Authority leases hereby to Tenant and Tenant rents hereby from the Airport Authority the property described on Exhibit A attached hereto (the “**Property**”), consisting of approximately four (4) acres (174,240 sq. ft.), which is located on real property operated and controlled by the Airport Authority, together with (i) any and all appurtenances, rights, easements and privileges in any way now or hereafter appertaining to the Property or granted herein, (ii) any and all rights to any buildings, structures, fixtures or other improvements located on the Property to the extent the same are owned or controlled by the Airport Authority, (iii) the non-exclusive right to traverse the land lying in or on the streets, avenues, ways and roads in front of or adjoining the Property and utilized for access thereto, (iv) the right to use the Property for the parking of vehicles and/or storage of materials by Tenant, and Tenant’s successors, assigns, invitees, employees and sublessees and their respective successors, assigns, invitees, and employees, (v) the right to use the trails, walkways,

and private roadways on the Property by Tenant, and Tenant's successors, assigns, suppliers, customers, invitees, employees and sublessees and their respective successors, assigns, invitees, and employees, and (vi) any and all utility rights-of-way and easements for the purpose of laying, maintaining and operating, and repairing and replacing utility lines, as required by Tenant for the maintenance and usual operation of the existing Improvements (as defined herein) of the Property during the term of the Lease, all of which shall be subject to applicable governmental laws, rules and regulations and subject to the Airport Authority's right to impose reasonable rules and regulations regulating the use of Airport Authority property.

SECTION 102. TERM.

Subsection 102.1. Base Term of Lease. The base term of this Lease shall be for a period of ten (10) years (the "**Base Term**"), with an option for an additional 10 years (the "Option Term"), commencing on the Effective Date (the "**Commencement Date**") and terminating on the last day of the one hundred and twenty (120) months following the Commencement Date (the "**Original Expiration Date**"). Tenant shall provide the Airport Authority with 90 days' notice of their intent to exercise the Option Term. Tenant agrees that upon expiration of the Term of this Lease, from lapse of time or otherwise, all title in interest in any and all improvements on and upon the Leased Premises will immediately and automatically transfer to Airport Authority (as the holder of a legal reversionary interest in said improvements upon Airport Authority's real property) without compensation of any kind to Tenant, and said Leased Premises will be delivered to Airport Authority in reasonable and broom-clean condition, normal and customary wear and tear accepted, which shall be determined at the sole discretion of the Airport Authority upon inspection of the Leased Premises, including any improvements thereon, from time to time.

In the event Tenant shall continue to occupy the Leased Premises beyond the Lease term or any extension thereof without Airport Authority's written renewal or approval, such occupancy shall not constitute a renewal or extension of this Lease, but shall create a holdover tenancy from month to month which may be terminated at any time by either party by giving thirty (30) days written notice to the other party.

Tenant may voluntarily terminate the lease (Early Termination) during the Base Term or Option Term of the lease after providing three (3) months notification to the Airport Authority. All amounts due to the Airport Authority at the time of notification and during the 3 months following, are due within seven (7) calendar days of the end of the terminated lease. Early Termination will result in forfeiture of the Security Deposit, and all other terms and conditions will remain in effect per this agreement.

SECTION 103. USE OF PROPERTY.

Subsection 103.1. Improvements to the Property. The Airport Authority acknowledges hereby that Tenant is leasing the Property in material part for the purpose of conducting research, development, testing, and manufacturing of solid rocket motors. These activities include but are not limited to; mixing, casting, or curing of

propellants and fuels. Handling and application of chemicals and materials to produce prototype propellant ingredients. Manufacturing of rocket motor components and parts. Energetics testing of rocket motors and solid propellants via static-fire test apparatus upon the Property and to make alterations and renovations thereto (collectively, “**Improvements**”) at Tenant’s sole cost and expense. Tenant agrees to comply with all applicable rules, laws, regulations and requirements pertaining to its operation and maintenance of, and alterations to (if any), the Improvements and its use of the Property, including, but not limited to, applicable building codes and zoning ordinances of state and local governments, as well as the Airport Authority’s regulations, rules and requirements applicable to the construction and/or maintenance of improvements attached hereto and incorporated herein by reference as Exhibit B.

To the extent Tenant wishes to construct additional improvements on and/or to the Property during the term of this Lease, all such additional improvements to be constructed on the Property, including landscaping design, shall be subject to approval by the Airport Authority, provided, however, the Airport Authority’s approval shall not be unreasonably withheld, delayed or conditioned. Tenant hereby indemnifies and agrees to save the Airport Authority harmless from any and all construction costs, expenses and liabilities related to the operation and/or maintenance of the Improvements, the construction of additional improvements on the Property, and/or any liability related to the same and arising by, through or under Tenant. Tenant, subject to approval by the Airport Authority, which approval shall not be unreasonably withheld, delayed or conditioned, shall upon obtaining any and all necessary government permits and/or approvals have the right to change, alter, raze or add to any Improvements, or any part thereof, now existing or change, alter or add to any Improvements, or any part thereof hereafter erected, constructed or installed on the Property. Tenant shall have the right to install or place and remove the personal property installed or placed by Tenant (the “**Personalty**”) in, on, or about the Improvements on the Property. The Airport Authority acknowledges and agrees that during the term of this Lease, title to all Improvements and Personalty (existing or future) shall not be in the Airport Authority but are and shall remain in Tenant (or any other occupant of the Property, as the case may be). The Airport Authority shall respond to any submission of plans and specifications by Tenant to the Airport Authority in connection with any improvements that Tenant desires to perform to the Property and shall advise Tenant of the Airport Authority’s approval or disapproval (with reasons therefor) of said plans and specifications, or any of them, within seven (7) business days after the Airport Authority receives the plans and specifications from Tenant. If the Airport Authority fails to approve or disapprove of the plans and specifications within such 7-business day period, then such plans and specifications shall be deemed to have been approved by the Airport Authority without any further action by Tenant. The Airport Authority hereby assigns to Tenant all of the development rights now or hereafter appertaining to the Property for so long as this Lease is in effect.

Subsection 103.2. Permits and Approvals. The Airport Authority shall provide such support and assistance as Tenant reasonably requests in connection with obtaining any license, permit or other approval necessary for any improvements

constructed or to be constructed on the Property during the term of this Lease, and the use and occupancy of the Property as now or hereafter contemplated by Tenant, provided that the Airport Authority shall not be required to expend any money or incur any third-party costs in assisting Tenant unless the expenditures and costs were contemplated or required by the Airport Authority to be incurred or paid under other provisions of this Lease. The Airport Authority does not guarantee the successful or timely issuance of said approvals, grants, permits, or authorizations.

SECTION 104. BASE RENT AND ADJUSTMENTS.

Subsection 104.1. Base Rent. The annual Base Rent (as hereinafter defined) shall be based on the stated or adjusted Base Rent for the Property as follows:

(A) The term “**Base Rent**” shall mean the annual Base Rent for the Property for the first year of this Lease term commencing on the Commencement Date, which shall be \$81,600.00 per annum with monthly installments of \$6,800.00, plus sales tax if required. Such annual Base Rent for the Property shall be subject to adjustment as provided in Subsection 104.2 of this Lease. Base Rent payable by Tenant to the Airport Authority pursuant to this Section 104.1 shall be payable in advance on the first (1st) day of each month of the term hereof following the Commencement Date and continuing through the balance of the Term.

(B) **State or Local Sales Tax.** In addition to the Base Rent to be paid by Tenant pursuant to this Lease, Tenant shall pay to the Airport Authority, as Additional Rent (hereinafter defined), as long as required by the laws of the State of Florida, at all times during the term of this Lease and any extension term, any state or local sales tax on the Base Rent payable hereunder at the rate prescribed by Florida or local law from time to time. The Airport Authority agrees to remit such sales tax to the State of Florida or other legal authority as required by law.

Subsection 104.2. Rent Adjustments.

(A) **Rent Adjustment.** Throughout the Term of this Lease, each year on the anniversary of the Commencement Date of this Lease (e.g., the 1st anniversary, the 2nd anniversary, etc.) shall be a “**Rent Adjustment Date**”. On each such Rent Adjustment Date (other than the anniversaries of the Commencement Dates, addressed below), all rent and other Property-related payments and charges due Authority from Tenant as set forth in this Lease, including without limitation Base Rent, shall increase by 3.0%.

(B) **Fifth and Tenth Anniversary Rent Adjustments.** Notwithstanding the forgoing, at each of the fifth (5th) and tenth (10th) anniversaries of the Commencement Date, the annual Base Rent shall be adjusted to equal a sum that is twelve percent (12%) of the then fair market value of the subject Property, undeveloped and without any improvements, as zoned for manufacturing/industrial purposes based on a valuation by an M.A.I. appraiser. For purposes of the Rent Adjustment, the increase may not exceed 5% in any given current year or 5% compounded annually, whichever is higher. For purposes of determining the fair market value of the subject Property for purposes of adjustment as set forth in this paragraph, the Airport

Authority and Tenant shall use the Appraisal Process (defined below). Tenant's objection to the appraised value provided by the Airport Authority's appraiser as part of the Appraisal Process shall not relieve Tenant of its obligation to make all rent payments contemplated herein at the then current rate, provided that following such determination, the Airport Authority and Tenant shall adjust the rent payments and Tenant shall pay any deficiency within thirty (30) days thereafter or the Airport Authority shall credit any surplus to Tenant's next rent payment(s).

(C) Appraisal Process. As used in this Lease, the "**Appraisal Process**" means the agreed process contained in Subsection 102.2 by which the fair market valuation of the Property. Such process, which shall be used to establish or adjust Base Rent from time to time as set forth above, shall operate as follows:

(i) The Airport Authority shall provide to Tenant a written appraised value for the applicable parcel determined by an M.A.I. appraiser ("the **Authority Appraisal**").

(ii) Tenant shall have thirty (30) days from the receipt of the Authority Appraisal to object in writing to the appraised value or Tenant shall be deemed to have accepted said value.

(iii) If pursuant to clause (ii) above Tenant shall have made a timely written objection to the Authority Appraisal, Tenant shall within forty-five (45) days from its receipt of the Authority Appraisal appoint a different M.A.I. appraiser at Tenant's expense, and such appraiser promptly shall prepare his/her own written appraisal of the subject Property (the "**Tenant Appraisal**") which in any event shall be completed within seventy-five (75) days following Tenant's receipt of the Authority Appraisal.

(iv) Once the appraiser appointed by Tenant has completed the Tenant Appraisal, the two appraisers shall jointly determine the value of the subject Property. If the two appraisers are unable to agree upon such value within ten (10) days of the Airport Authority's receipt of the Tenant's Appraisal, they shall together appoint a third M.A.I. appraiser, unaffiliated with the Airport Authority or Tenant or their respective appraisers, at a cost shared evenly by Tenant and the Airport Authority, and a majority of the three appraisers shall, as soon as possible thereafter, determine the fair market value of the subject Property, with such majority decision establishing said fair market value for purposes of this Lease. In the event the two appraisers are unable to agree upon a third appraiser, the third appraiser, who shall be an M.A.I. appraiser unaffiliated with the Airport Authority or Tenant or their respective appraisers, shall be appointed by the presiding judge of the division of the State Court having general jurisdiction in Brevard County, Florida.

Subsection 104.3. Additional Rent. On the first (1st) day of each month of the term hereof following the Commencement Date, Tenant shall pay to the Airport Authority as additional monthly rent one twelfth (1/12) of the estimated annual ad valorem tax bill and the additional fees set forth in Article 3 relating to the Property, (specifically including, without limitation, solid waste fees, storm water fees, and emergency ambulance fees, if any), plus sales tax (hereinafter referred to as "**Additional Rent**"). Upon determination of the taxes due, Tenant shall, within thirty (30) days, pay any additional sums owed pursuant to the tax bill to the Airport Authority,

and in the event Tenant has overpaid them, Tenant shall receive a credit toward its next monthly tax payment, and continue receiving a credit until the tax credit is exhausted. For purposes of estimating the tax payments to be paid by Tenant hereunder, Tenant shall use the prior tax year billing, if said billing includes the improvements done to the Property by Tenant as well as the land value based upon said land not being tax exempt. Tenant may pay the monthly Base Rent set forth in Subsection 104.1 and the monthly Additional Rent set forth in this Subsection 104.3 in a single monthly lump sum payment, and to the extent that Tenant has entered into any subleases, the monthly Base Rent and Additional Rent, plus sales tax, can be passed through to such subtenant without affecting Tenant's obligation to pay the Airport Authority hereunder.

Subsection 104.4. Effect of Tax Exemption on Additional Rent and Sales Tax. If Tenant or any assignee of Tenant or any subtenant claims any exemption from the payment of sales tax, ad valorem tax, or any other tax payable by Tenant under this Lease, it shall provide the Airport Authority with a copy of a tax determination to the Airport Authority and its legal counsel, to the effect that the party claiming such exemption is exempt from such taxes. Thereafter, amounts in respect of such taxes need not be paid by Tenant or collected by the Airport Authority under this Lease until there is a change in circumstances.

SECTION 105. DELINQUENT PAYMENTS. If any rent payment contemplated by this Lease, including without limitation Base Rent and Additional Rent, is not received by the Airport Authority within ten (10) calendar days after such payment is due, then a delinquent fee of one-and-one-half percent (1.5%) per month shall be added to the rent payment for each month or pro-rata portion thereof that such payment remains unpaid, and said delinquent fee(s) shall be paid by Tenant to the Airport Authority. Tenant's failure to pay any installment of rent within thirty (30) days after notice of the failure of payment is provided in writing by Airport Authority to Tenant shall constitute an Event of Default under the terms of this Lease.

SECTION 106. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall remit to the Airport Authority a security deposit of \$13,600.00 (2 months' Base Rent). The security deposit will be paid in two (2) increments with the first increment due prior to the start of the term with the balance due within ninety (90) days. This security deposit will be held by the Airport Authority as security for the faithful performance of all Lessee's obligations under this agreement, including but not limited to, the payment of rent, repair of damages, and adherence to the terms of this Lease. The Airport Authority shall not be required to deposit or maintain the security deposit in an interest-bearing account and shall be permitted to commingle the security deposit with any or all other Airport Authority funds. Upon Tenant's default in the performance of any term or provision of this Lease beyond any applicable cure period, if any, the Airport Authority shall be permitted in its discretion to apply the security deposit first to all costs and expenses incurred by the Airport Authority in relation to said default, including without limitation administrative costs and attorneys' fees, and thereafter to apply the balance to the correction of the default.

ARTICLE 2
AIRPORT AUTHORITY AND TENANT OBLIGATIONS

SECTION 201. COMPLIANCE WITH ALL LAWS. Tenant agrees that the business to be operated by it on the Property will not be operated in such a manner as to constitute a public nuisance (based upon the usage of surrounding land on the Commencement Date) or a hazard, and that in connection with the operation of the business, Tenant will substantially observe and comply with all applicable material laws, ordinances, orders and regulations applicable to the business operated by Tenant on the Property.

SECTION 202. REPAIRS AND ALTERATIONS. The Airport Authority shall not be obligated to maintain the Property or the Improvements thereon during the Lease term or any renewal hereof unless required due to the gross negligence or willful act of the Airport Authority. Tenant agrees, at its sole cost and expense, to maintain all of the improvements to and upon the Property, including without limitation the Improvements and any parking and service areas on the Property, in a good state of repair and to keep the Property in a reasonably clean, neat and orderly condition, subject however, to ordinary wear and tear.

SECTION 203. UTILITIES AND SITE ACCESS. The Airport Authority will, to the extent feasible and at Tenant's sole cost and expense (except for the standard utility lines which have already been brought to the Property and currently service the same), assist Tenant in the required engineering studies and application process of extending utilities and transportation access to and through the Property. The capacity and availability of public and private utilities is not guaranteed by the Airport Authority. Further, the Airport Authority cannot guarantee, but will support, any required approvals for reasonable road entrances, traffic island crossovers, signalization, turning lanes, or acceleration lanes, etc. Tenant shall pay for the costs and expenses associated with construction and installation of any roadways and transportation infrastructure within the boundaries of the Property.

Tenant shall have the right to grant any easements, rights of way, and licenses required by any public or quasi-public utility company with respect to the construction, operation and use of the Improvements and Personalty. The Airport Authority shall execute any instruments any such public or quasi-public utility companies may reasonably request or require from the Airport Authority; provided, however, that in each case such easement, right of way or license: (i) is reasonably necessary in connection with the construction, operation or use of the Improvements and the Personalty, (ii) does not cause the Property or any portion thereof to fail to comply with all material requirements of law, and (iii) does not negatively impact, in the opinion of the Airport Authority, either the value of the Property or its future alienability.

SECTION 204. UTILITY CHARGES. Tenant shall be responsible for charges for electricity, water, sewer, solid waste, heat, janitor service, maintenance service, emergency ambulance service, storm water (to the extent assessed) or any other utility or service consumed in connection with the occupancy of the Property by Tenant.

SECTION 205. ADDITIONAL TENANT OBLIGATIONS. The City of Titusville and/or Brevard County will determine if the Improvements are of sufficient size to require a transportation concurrency study and/or other traffic access studies. The Airport Authority shall promptly conduct or cause to be performed all studies associated with this requirement. Tenant shall be responsible for the cost of such studies and shall timely pay all assessments and fees required by the City of Titusville and/or Brevard County. In addition, Tenant shall timely pay all transportation, utility and other impact fees associated with the development of the Property levied by the City of Titusville and/or Brevard County.

SECTION 206. ADDITIONAL COVENANTS, WARRANTIES AND REPRESENTATIONS OF AIRPORT AUTHORITY. The Airport Authority warrants and represents that as of the Commencement Date, there are no agreements with third parties, which may prevent or impair the Airport Authority from performing any of its covenants under this Lease.

SECTION 207. SIGNS. Tenant shall have the exclusive right to erect and maintain any commercial sign or signs on the Property and Improvements as may be permitted by applicable law, code and ordinances. In no event will such signs interfere with the aviation activities of the Airport Authority or other users of the Airport or violate any provision of this Lease.

ARTICLE 3 **ADDITIONAL RENT - TAXES AND FEES**

SECTION 301. AD VALOREM TAXES. Tenant shall pay according to the method described in Subsection 104.3 above all ad valorem taxes levied or assessed against the Property, including any ad valorem taxes assessed against the Airport Authority's fee simple interest in the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to the Airport Authority or Tenant, together with all taxes levied against any stock of merchandise, furniture, furnishings, equipment and other property located in, on or upon the Property.

Tenant shall have the right to contest the validity or amount of any ad valorem tax imposed against the Property and the Improvements at Tenant's sole cost and expense. However, Tenant's contest of the validity of any tax imposed against the Property and Improvements shall not relieve Tenant of its obligation to pay the monthly tax payments called for in Subsection 104.3 above. In the event Tenant is successful in its contest of the tax and as a result the tax is changed, then the Airport Authority agrees to adjust the monthly tax payment due to reflect the new tax assessment, and Tenant agrees to pay any sums necessary to bring the monthly payments on deposit with the Airport Authority to an amount sufficient to pay the annual tax bill when it comes due. Upon adjudication (including all appeals) of such contest, Tenant shall pay all court costs, interest, penalties and other expenses related to the appeal. In the event of an overpayment by Tenant, then any surplus paid by Tenant shall be credited to Tenant's next monthly installments of Base Rent or, if this Lease has expired or been terminated, be paid to Tenant within thirty (30) days.

SECTION 302. SOLID WASTE FEES. Tenant shall pay according to the method described in Subsection 104.3 above, all solid waste fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to the Airport Authority or Tenant.

SECTION 303. STORM WATER FEES. Tenant shall pay according to the method described in Subsection 104.3 above, all storm water fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to the Airport Authority or Tenant.

SECTION 304. EMERGENCY AMBULANCE FEES. Tenant shall pay according to the method hereinabove described in Subsection 104.3 above, all emergency ambulance fees assessed against the Property, plus sales tax, by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property pursuant to this Lease, whether the billing is addressed to the Airport Authority or Tenant.

SECTION 305. OTHER TAXES AND FEES. Tenant shall pay as a result of Tenant's occupancy or use of the Property pursuant to this Lease, according to the methods hereinabove described, any and all taxes, fees, or assessments, plus sales tax, that may be levied and not known at this time from a third-party governing and/or taxing authority.

ARTICLE 4 **INSURANCE AND INDEMNITY**

SECTION 401. LIABILITY INSURANCE. In addition to such insurances as may be required by law, Tenant shall maintain or cause to be maintained, without lapse, for so long as it occupies the Property and Improvements, the following insurance:

(A) Commercial General Liability Insurance, including Contractual Liability, to cover the Property and Tenant's Improvements and operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Airport Authority must be shown as an additional insured with respect to this coverage. Coverages shall be for each occurrence, with either no aggregate or an annual policy aggregate of no less than twice the amount of coverage required for each occurrence. In the event that Tenant's available coverage falls below the per occurrence amount shown above, Tenant shall secure a new certificate of insurance evidencing the required coverage.

(B) The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect

the operations of Tenant under this Lease. All insurance policies required pursuant to the terms of this Lease shall be issued in companies approved to do business under the laws of the State of Florida. Attached hereto as Exhibit D is a copy of Tenant's current insurance certificate reflecting compliance with this section. Tenant hereby agrees that it shall maintain its insurance with coverages, amounts and insurers not less than that contained in this Lease.

SECTION 402. PROPERTY INSURANCE.

(A) Builders Risk and Hazard Insurance. Tenant, at its sole cost and expense, throughout the term of this Lease, shall keep the Improvements or shall cause the Improvements to be kept insured on a "Special Form" basis in an amount equal to 100% of the full replacement value of the Improvements against loss or damage by fire, lightning, tornado, hurricane, windstorm, hail, flood, earthquake, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the Commencement Date of this Lease and shall be established at intervals of not more than three (3) years thereafter. Any deficiency in the amount of the proceeds from such property insurance resulting from a failure by Tenant to re-establish the full replacement value of the Improvements shall be the sole responsibility of Tenant.

(B) Damage or Destruction and Restoration of the Improvements. Anything contained herein to the contrary notwithstanding, in the event all or any portion of the Improvements are destroyed or damaged by fire or other casualty, regardless of whether or not Tenant elects to restore such Improvements or construct new improvements, the Airport Authority shall have no claim against any insurance proceeds paid to Tenant on account of such damage and/or destruction, nor shall the Airport Authority have any responsibility or obligation to make any expenditures toward such restoration or construction. If Tenant elects not to restore any of the Improvements or construct new improvements, this Lease, Tenant may give written notice to the Airport Authority that Tenant elects to terminate this Lease, and the Lease shall be deemed automatically canceled effective as of the date Tenant, at its sole expense, has completed removal of all damaged portions of such Improvements and all rubble or debris resulting from such removal. Tenant shall make its election to terminate, if at all, within ninety (90) days of Tenant's receipt of insurance proceeds and cause the removal of the applicable rubble and debris within two hundred forty (240) days after delivery of Tenant's notice of termination.

SECTION 403. INSURANCE CERTIFICATES REQUIRED.

Prior to the commencement of operations hereunder and thereafter following request of the Airport Authority, Tenant shall furnish or cause to be furnished certificates of insurance to the Airport Authority which certificates shall clearly indicate that:

(A) Tenant has obtained insurance in the types, amounts and classifications as required by this Article;

(B) The policy cancellation notification provisions specify at least thirty (30) days advance written notice of cancellation to the Airport Authority; and

(C) The Airport Authority is named as an additional insured with respect to Tenant's commercial general liability policies;

(D) On said insurance certificates, liability coverage shall include contractual liability and notification of cancellation.

SECTION 404. ADDITIONAL INSURANCE. In addition to the commercially available types and levels of coverage provided in this Article, the Airport Authority reserves the right to require Tenant to provide additional types of coverage and/or different or higher levels of coverage from time to time during this Lease to the same extent the Airport Authority requires all other tenants similarly situated to Tenant and using the Airport. Upon receipt of notice in writing to Tenant, both parties shall be required to amend, in writing, this Lease to require the additional insurance contained in the notice within ninety (90) days of receipt of such notice. If such coverage is not commercially available, reasonable documentation with respect thereto shall be provided by Tenant or any subtenant to the Airport Authority.

SECTION 405. COMPLIANCE. Compliance with the requirements of this Article 4 shall not relieve Tenant of its liability under any other portion of this Lease or any other agreement between the Airport Authority and Tenant.

SECTION 406. PERSONAL PROPERTY. Any Personalty of the Tenant or of others placed in the Property and Improvements shall be at the sole risk of the Tenant or the owners thereof, and the Airport Authority shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the negligence or willful misconduct of the Airport Authority.

SECTION 407. LANDLORD'S INSURANCE. The Airport Authority shall provide and keep in full force and effect at its own cost and expense public liability insurance (which shall include coverage over the Property) to cover injury or death to any persons or damage to property in amounts that are commercially reasonable under the circumstances as determined by the Airport Authority in its sole but reasonable discretion.

SECTION 408. INDEMNITY. Tenant agrees to indemnify and save the Airport Authority (including the Airport Authority's successors and assigns) harmless from any and all actions, demands, liabilities, claims, losses or litigation arising out of or connected with Tenant's (including Tenant's successors, assigns, subtenants, sub-subtenants, invitees, and employees) occupancy or use of the Property except those caused entirely by the Airport Authority's gross negligence or willful acts. Notwithstanding any of the foregoing, nothing in this Section 408 shall operate as a waiver, release, expansion, abrogation, modification or disclaimer in any form or fashion of the Authority's right to the protections of any applicable governmental and/or sovereign immunity including without limitation the rights established by section 768.28, Florida Statutes.

ARTICLE 5
PREVENTION OF USE OF THE PROPERTY

SECTION 501. PROHIBITION BY LAW. If, after the effective date of this Lease, the Tenant is precluded or prevented from operating the Improvements on the Property as contemplated by Tenant by reason of any zoning law, zoning ordinance or zoning regulation of any public authority having jurisdiction over the Property or any other governmental law, ordinance or requirement, and such prohibition shall continue for a period of at least one hundred eighty (180) days, then the Tenant may elect to terminate this Lease as to any or all of the Property on which Tenant is precluded or prevented from operating the Improvements (and Tenant's obligations to pay rent and other obligations with respect thereto) by giving to the Airport Authority not less than thirty (30) days prior written notice of termination describing the portion, if applicable, affected by such termination. Notwithstanding the foregoing, the termination of this Lease with respect to a portion of the Property shall not affect the balance of this Lease and the Lease shall remain in full force and effect for the remaining Property.

SECTION 502 EMINENT DOMAIN. If all or any part of the Property shall be taken under a power of eminent domain, the compensation or proceeds awarded for the taking of the fee title in the land constituting the Property, subject to this Lease, shall belong to the Airport Authority and the compensation or proceeds awarded for the value of Tenant's leasehold interest, the taking of the Improvements or any part thereof, damage to any business or operations conducted on the Property, and reasonable moving expenses and relocation costs shall belong to the Tenant. Neither the Airport Authority nor Tenant shall have any rights in any award made to the other by any condemnation authority. If the taking is to such an extent that it is impracticable for Tenant to continue the operation of its business on all or any part of the Property, Tenant shall have the option to terminate this Lease as to the portion of the Property affected by the taking upon written notice to the Airport Authority of such termination given within ninety (90) days after Tenant's receipt of an official notice of condemnation. If Tenant does not exercise its option to terminate the Lease, the Lease shall continue in full force and effect except that the Base Rent due hereunder shall be reduced in proportion to the amount of land taken on a square foot basis. Nothing contained herein shall prevent the Airport Authority and/or Tenant from seeking any and all damages sustained by such party from the condemning authority by reason of the exercise of the power of eminent domain. Notwithstanding the foregoing, (a) the termination of this Lease with respect to a portion of the Property shall not affect the balance of this Lease and the Lease shall remain in full force and effect as to the remaining Property, and (b) nothing herein shall require Tenant to rebuild, restore or repair the Improvements, except as may be required by applicable law, or to construct new Improvements.

ARTICLE 6
DEFAULT BY TENANT

As used in this Lease, the term "**Event of Default**" by Tenant shall mean any of the following:

(A) Tenant's failure to pay Base Rent or Additional Rent within 10 calendar days after Tenant receives written notice from the Airport Authority of Tenant's failure to pay Base Rent or Additional Rent; or

(B) The failure of the Tenant within thirty (30) days after Tenant's receipt of written demand from the Airport Authority to fulfill any duty or obligation other than the payment of money imposed on Tenant by this Lease, provided that in the event of a non-monetary default that cannot be fully cured within said 30-day period, Tenant shall commence the cure of such failure within said 30-day period and shall diligently prosecute the cure of such failure to completion;

(C) The appointment of a receiver or the entry of an order declaring Tenant bankrupt or the assignment by the Tenant for the benefit of creditors or the participation by the Tenant in any other insolvency proceeding, except if such appointment, order, assignment or proceeding is an involuntary proceeding that is stayed, dismissed or vacated within ninety (90) days; or

(D) The taking of the leasehold interest of the Tenant hereunder pursuant to an execution on a judgment. Upon the happening of any Event of Default, the Airport Authority may, at its option, terminate this Lease without prejudice to any other remedy available under this Lease, at law and/or in equity. Tenant agrees to indemnify and hold the Airport Authority harmless from any and all costs, expenses, and liabilities, including without limitation reasonable attorneys' fees, arising out of or connected with a breach by Tenant of any of its covenants under this Lease.

ARTICLE 7 **DEFAULT BY AIRPORT AUTHORITY**

If the Airport Authority fails to perform any of its covenants, agreements or other obligations under this Lease, and such failure continues for a period of thirty (30) days after receipt by the Airport Authority of written notice of such failure, or in the event of emergency promptly after written notice, then Tenant shall have the right (but not the obligation) to take such actions, and to expend such monies following the Airport Authority's approval of the amount of such expenditure within thirty (30) days (which approval shall not be required in the event of an emergency), as Tenant reasonably deems necessary or appropriate to perform the Airport Authority's covenants, agreements or obligations, provided however, that if the Airport does not approve the requested amount for such expenditure, then the Airport Authority shall commence such cure within twenty (20) days and diligently pursue such cure to completion. In the event that Tenant does undertake such cure on behalf of the Airport Authority, Tenant shall be entitled to a set-off against Base Rent otherwise due hereunder for all amounts which Tenant expends to perform such actions as are reasonably necessary to cure the default. The foregoing rights of self-help and set-off shall be in addition to, not in lieu of, any rights and remedies that Tenant has at law, in equity or under this Lease.

ARTICLE 8
REAL ESTATE COMMISSION

The Airport Authority and Tenant covenant and warrant one each to the other that it has not authorized any person, firm or corporation as a real estate agent or broker to deal on behalf of the Airport Authority with Tenant or Tenant with the Airport Authority, and the Airport Authority and Tenant agree to indemnify and hold each other harmless from any claim for remuneration, commissions or broker's fees arising out of this transaction and Lease.

ARTICLE 9
IDENTITY OF INTEREST

The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between the Airport Authority and Tenant the relationship of principal and agent or of a partnership or of a joint venture, and the relationship between them shall be and remain only that of landlord and tenant.

ARTICLE 10
NOTICES AND REPORTS

Any notice, report, statement, approval, consent, designation, demand or request to be given or any option or election to be exercised by a Party in writing under the provisions of this Lease shall be delivered (or mailed by registered or certified mail with postage prepaid or by Federal Express) and emailed to the other Party at the following addresses:

Airport Authority: Director of Airports
Titusville-Cocoa Airport
Authority 1 Bristow Way
Titusville, FL 32780
kdaugherty@flyspacecoast.org

with a copy to: Adam M. Bird, Esq., General
Counsel WhiteBird, PLLC
2101 Waverly Place
Melbourne, FL 32901
abird@whitebirdlaw.com

Tenant: Helicon Chemical Company, LLC
3259 Progress Drive
Orlando, FL 32826
bill.schonk@heliconchemical.com

Provided, however, that either party may designate different addresses, including email addresses, from time to time by giving to the other Party notice in writing of the

change. Any payments to Airport Authority under this Lease shall be made by Tenant at Airport Authority's physical address provided herein. Upon complying with the requirements of this Article 10, any such notice, report, statement, approval, consent, designation, demand or request shall be deemed to have been delivered to and received by the receiving party upon the date of delivery in person, one (1) business day after the date of confirmed delivery as stated in any delivery or tracking receipt provided by USPS or FedEx, and one (1) business day after the sent date as shown on the sender's email.

ARTICLE 11 **MEMORANDUM OF LEASE**

Either party may record with the Clerk of the Circuit Court in Brevard County, Florida a Memorandum of the Lease that is in form mutually acceptable to the parties at the filing or recording party's sole expense.

ARTICLE 12 **ENTRY OF AIRPORT AUTHORITY**

The Airport Authority may enter the Property during business hours with reasonable advance notice (not less than three (3) business days, except in emergencies constituting an immediate threat to life or property) and subject to Tenant's reasonable security rules and regulations and the security rules and regulations of the United States, its departments and agencies:

(A) To inspect or protect said Property; To determine whether Tenant is complying (as required under this Lease) with the applicable laws, orders or regulations of any lawful authority having jurisdiction over the Property or any business conducted therein; or

(B) To exhibit the Property (or portion thereof) to any prospective purchaser or prospective tenant when (i) Tenant is in default of this Lease beyond any applicable notice and cure periods in accordance with the terms of Article 6 above, or (ii) has notified the Airport Authority of intention to terminate this Lease, or (iii) during the last three (3) months of the term of this Lease.

No authorized entry by the Airport Authority shall constitute an eviction of Tenant or a deprivation of its rights or alter the obligation of the Airport Authority or create any right in the Airport Authority adverse to the interest of the Tenant hereunder, provided the Airport Authority shall not unreasonably interfere with Tenant's or any authorized subtenant's use and occupancy of the Property or Tenant's or any subtenant's or sub-subtenant's business operations and shall use all commercially reasonable efforts to minimize any such interference caused thereby. Under no circumstance may the Airport Authority or its representatives enter any hazardous or potentially classified area, as defined by the tenant, without the Tenant's approval and attendance.

ARTICLE 13
LEASE EXPIRATION

SECTION 1301. REMOVAL OF EQUIPMENT AND FIXTURES. All trade fixtures, specialized equipment, furniture, equipment, Personalty, and moveable trailers on the Property are recognized to be the sole property of Tenant and shall remain Tenant's property. During the term of the Lease and at the end of the Lease term, Tenant may remove these items.

SECTION 1302. OWNERSHIP OF IMPROVEMENTS AT LEASE EXPIRATION.

During the term of this Lease, the Improvements and any additional improvements constructed on the Property shall be the property of Tenant and Tenant shall have the benefit of any depreciation and other tax benefits relating to the ownership of the Improvements. At the expiration of the Lease, all improvements erected on the Property, including without limitation the Improvements, shall become the sole property of the Airport Authority; provided that such Improvements shall be in their then "as is" condition; it being understood that Tenant shall not be required to deliver all such improvements in good condition or repair. Any and all trade fixtures, signs, moveable trailers, and Personalty used by Tenant or any subtenant in the operation of its business on the Property shall remain Tenant's or such subtenant's sole property, and Tenant shall have the right to remove the same within thirty (30) days after expiration of the Lease, or other such length of time as mutually agreed upon by both parties, provided any damages caused by such removal are repaired by Tenant. In the event Tenant fails to remove the Personalty within thirty (30) days, or other such length of time as mutually agreed upon by both parties, after expiration of the Lease, said failure to remove shall be deemed to be an abandonment of the Personalty and the Airport Authority, without any liability to the Tenant, shall have the right to remove and dispose of the Personalty without providing Tenant with any notice of removal or subsequent sale or disposal of the Personalty. All monies received from any disposal of the Personalty by the Airport Authority shall first be used to reimburse the Airport Authority for any expenses incurred including, without limitation reasonable attorney's fees and costs of all kinds and nature and the balance remaining after setting off any sums still owed by Tenant to the Airport Authority shall be remitted to the Tenant.

ARTICLE 14
QUIET ENJOYMENT

Subject to the provisions of this Lease, the Airport Authority covenants that Tenant shall and may peaceably and quietly have, hold, and enjoy the Property for the term of this Lease and any extensions thereof, subject to all terms and conditions contained herein. The Airport Authority warrants that Tenant's reasonable peaceable and quiet enjoyment of the Property shall not be disturbed by anyone, subject to all terms and conditions of the Lease. The Airport Authority represents that it has authority to execute this Lease and that it has obtained all necessary governmental authorizations or approvals to execute this Lease and that this Lease constitutes a valid and binding obligation of the Airport Authority, enforceable against

the Airport Authority in accordance with its terms.

ARTICLE 15 **ENDANGERED SPECIES**

Tenant, at any time during the term of this Lease and at its sole cost and expense, will relocate any gopher tortoises, scrub jays, bald eagles and any other endangered or protected species found on the Property to any Florida Wildlife approved location and shall obtain any necessary permits therefor. The Airport Authority shall cooperate and coordinate with Tenant in such removal and/or remediation, provided that Airport Authority will not pay for the costs and expenses associated with such removal.

ARTICLE 16 **CONTINGENT UPON FAA APPROVAL**

SECTION 1601. FAA Approval.

(A) This Lease may be subject to the review of the Federal Aviation Administration (“**FAA**”), and shall not be effective until completion of such FAA review and the parties’ acceptance of any changes hereto required as a result of the FAA review. The Airport Authority hereby agrees, at no cost to Tenant, to assist in obtaining all approvals from the FAA as are necessary or desirable for Tenant to pursue all activities contemplated under this Lease, including without limitation, the approval of this Lease and all amendments hereto as set forth herein, and in connection with the approvals of the plans for the Improvements and Personalty.

(B) If the FAA indicates that any portion of this Lease is not consistent with the requirements of federal law or grant assurances, or else raises an objection to any portion of this Lease, the Airport Authority shall have the right in its sole discretion to declare this Lease to be null and void, or may propose changes to the terms of this Lease to overcome the reasons for the FAA’s statements or objections and submit to the Tenant the proposed changes to this Lease. Tenant shall respond to such proposed changes promptly, and in any case not later than sixty (60) days from the date of submission by the Airport Authority. If the Tenant accepts such changes, the parties will execute a new lease as changed, subject again to FAA review. If Tenant does not accept such changes, then, at Tenant’s option, the parties may agree upon alternative modifications to this Lease to overcome the FAA’s objections, or Tenant may declare this Lease to be null and void and neither party shall have any further obligation to the other hereunder. No compensation of any sort shall be payable by either party to the other in the event that (a) the parties are unable to agree to the terms of a revised lease that will overcome the concerns raised by the FAA, or (b) Tenant declares this Lease to be null and void.

(C) The FAA will review any site plans to ensure compliance with FAA guidelines. If the FAA disapproves the site plans or provides adverse comment with regard to site placement, height restrictions or the like requiring amendment of the plans, Tenant shall be solely responsible for any and all costs associated with the

necessary amendments.

(D) If the FAA imposes conditions for approval of the Lease, Tenant shall have the right to cancel the Lease as to the portion of the Property affected by the conditions (and thereby Tenant's obligations to pay rent and other obligations with respect thereto) or in Tenant's sole discretion, the entirety of the Lease, by providing written notice to the Airport Authority within thirty (30) days after Tenant is notified of FAA's position. If Tenant shall terminate the Lease in its entirety, the Lease shall be null and void and neither party shall have any further obligation to the other hereunder. Notwithstanding the foregoing, the termination of this Lease with respect to a portion of the Property shall not affect the balance of this Lease and the Lease shall remain in full force and effect as to the remaining Property.

ARTICLE 17 **HEIGHT RESTRICTIONS**

Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Property by, through or under Tenant, which would materially interfere with or materially adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard. Tenant reserves unto itself, its successors and assigns the right to cause such noise as may be permitted by law. The Airport Authority covenants and acknowledges that the use of the Property as proposed by Tenant does not interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard. The Airport Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in such airspace such noise as may be permitted by law and inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of said airspace for landing on, taking off from, or the operation of, the Airport.

ARTICLE 18 **WARRANTIES**

The Airport Authority represents and warrants for the benefit of Tenant, Tenant's successors, assigns, and sublessees that: (A) the Airport Authority has full power and authority to execute this Lease and that it will warrant and defend the leasehold interest created hereby against all parties whomsoever; (B) to the Airport Authority's knowledge, it has not received any written notice of, nor is it aware of, any pending, threatened, or contemplated condemnation action or proceeding by any governmental authority or agency with respect to any part of the Property, and the Airport Authority shall, promptly upon receiving any such written notice or learning of any such contemplated or threatened action, give Tenant written notice thereof; (C) to the Airport Authority's knowledge, no assessments have been made against any

portion of the Property which are unpaid, whether or not they have become liens; (D) to the Airport Authority's knowledge, there is no pending litigation or dispute concerning the location of the lines and corners of the Property; (E) the Airport Authority has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, and environmental or other statutes, ordinances or regulations affecting the Property; (F) the Property has direct access to public streets and if easements are necessary to provide such access, then the Airport Authority represents that all necessary easements are in place and in full force and effect benefiting the Property and Tenant; (G) to the Airport Authority's knowledge, water, electricity, storm water drainage and sewage disposal are available to the Property and are sufficient to operate the Improvements and such utilities enter the Property through adjoining public streets or through valid and enforceable easements for the benefit of the Property and Tenant; (H) the zoning classification for the Property supports the use of the Property and the Improvements as contemplated by Tenant; (I) to the Airport Authority's knowledge, there are no soil conditions adversely affecting the Property or the construction and operation of the Improvements thereon; and (J) the Airport Authority will deliver to Tenant such affidavits or other documents which Tenant's title insurer may reasonably require in order to ensure Tenant's good, marketable, and insurable title to the leasehold interest in the Property created by this Lease. Nothing contained in this section shall impose any duty on the Airport Authority arising from any conditions caused by Tenant or any of Tenant's successors, assigns or sublessees.

ARTICLE 19 **ASSIGNMENT AND SUBLETTING**

SECTION 1901. GENERAL PROHIBITION ON ASSIGNMENT AND SUBLETTING; PERMITTED ASSIGNMENT TO NEW TENANT ENTITY. Except as otherwise provided in this Article 19, Tenant shall not have the right to assign this Lease or to sublease the Property or any portion thereof without the prior written consent of the Airport Authority, which consent shall not be unreasonably withheld, conditioned or delayed. The Airport Authority further agrees that (1) it will execute a written consent and estoppel to such assignment, which written consent, estoppel and assignment shall become an addendum to this Lease, and (2) that upon becoming the owner and holder of the leasehold estate via assignment, Assignee shall have all the rights, privileges and obligations of Assignor under the Lease, whereupon Assignee shall immediately become and remain liable under this Lease, and thereafter be referred to as Tenant under this Lease and any addenda thereto. Nevertheless, Assignor shall remain liable for performance of all obligations of Assignee provided by the terms and conditions of this Lease, notwithstanding Assignor's assignment of all its rights and privileges under this Lease to Assignee.

SECTION 1902. USE OF PROPERTY BY OTHERS. Notwithstanding the foregoing, Tenant shall have the right: (a) to permit the use of the Property by Tenant's customers, vendors, licensees, partners, or affiliates or (b) to assign or to sublet any portion of the Property to any related entity, subsidiary, parent company,

affiliate of parent company or affiliate of Tenant, any company in which Tenant has a controlling interest, or to any successor corporation, whether by merger, consolidation or otherwise or to any person who purchases all or substantially all of Tenant's or its parent's assets, without first obtaining the consent of the Airport Authority, but providing notice within a reasonable time thereof, provided, in each instance that any assignee assumes in full the obligations of Tenant under the Lease.

SECTION 1903. TENANT'S RIGHT TO MORTGAGE LEASEHOLD INTEREST.

Subject to the provisions of Article 21, Tenant shall have the right, at any time and from time to time, to mortgage its leasehold interest in the Property and its ownership interest in the Improvements, and the making of leasehold mortgages, the exercise of the remedy of a foreclosure thereunder, or the delivery of a conveyance or assignment in lieu of such foreclosure, shall not require the Airport Authority's consent or approval. Furthermore, in the event of a foreclosure of a leasehold mortgage or the delivery of a conveyance or assignment in lieu of such foreclosure, the leasehold mortgagee or other purchaser or assignee at such foreclosure shall have the right to assign and sublet the interest of Tenant hereunder to any person or entity only, with the written consent or written approval of the Airport Authority, which consent or approval shall not be unreasonably withheld.

ARTICLE 20
ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

SECTION 2001. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY TENANT.

Tenant represents and warrants that it will comply and will be in compliance in all material respects with all applicable environmental laws, ordinances, orders or decrees of all state, federal, municipal, or other governmental body or agency, as it relates to the use and occupancy of the Property. Tenant further warrants that no hazardous or toxic waste or hazardous substances (as defined in the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, the Resources Conservation and Recovery Act of 1986, as amended, or any successor or similar law, referred to hereinafter as "Hazardous Waste") will be processed, discharged, stored, treated, disposed of or managed by Tenant, its assigns, subtenants, agents or contractors at the Property subject to this Lease other than in accordance with all applicable federal, state and local environmental laws, regulations, codes or ordinances. Tenant's representations and warranties set forth in this Section 2001 shall be for the benefit of the Airport Authority, the Airport Authority's successors and assigns, and its officers, directors, employees, agents, and assigns, and such parties may enforce any claims thereunder.

SECTION 2002. ENVIRONMENTAL INDEMNIFICATION BY TENANT.

Tenant hereby agrees to indemnify, defend and hold the Airport Authority harmless from and against any and all claims, lawsuits, losses, liabilities, damages, and expenses (including without limitations cleanup costs and reasonable attorney's

fees arising by reason of the aforesaid or an action against the Tenant under this indemnity) resulting directly or indirectly from, out of or by reason of (a) any Hazardous Waste being located on the Property which is attributed to the Tenant, its officers, directors, employees, agents, assigns, subtenants, guests, invitees, contractors, or subcontractors, or (b) any breach of Section 2001, or (c) an Environmental Complaint occurring during the term of this Lease which results from the acts of Tenant, its subtenants or assigns. "Environmental Complaint" as used in the Lease means any complaint, order, citation or notice from a governmental or private person or entity with regard to any federal, state or local environmental and safety laws, regulations, codes or ordinances affecting the Property.

SECTION 2003. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY AIRPORT AUTHORITY

The Airport Authority represents and warrants that it has complied and is in compliance in all material respects with all applicable environmental laws, ordinances, orders or decrees of all state, federal, municipal or other governmental bodies or agencies, as it relates to the Property.

The Airport Authority further warrants that no Hazardous Waste has been processed, discharged, stored, treated, disposed of or managed by the Airport Authority, its officers, directors, agents, employees, assigns, tenants, subtenants, contractors or subcontractors at the Property other than in accordance with all federal, state and local environmental laws, regulations, codes or ordinances.

Furthermore, the Airport Authority has neither owned nor operated any facility that has processed, discharged, stored, treated or disposed of any Hazardous Waste on or around the Property so that it affects the Property. To the best of the Airport Authority's knowledge, (1) no Hazardous Wastes were processed, discharged, stored, treated or disposed of by any previous owners or tenants of the Property, and (2) there has been no release or migration of Hazardous Waste onto the Property by reason of any third party's actions.

The Airport Authority represents that it has no knowledge of any storage or disposal of toxic or Hazardous Waste upon or below the Property or of violations of any State or federal statute regarding such disposal (including, without limitation, Title 40 of the Code of Federal Regulations regarding Protection of the Environment).

The Airport Authority warrants that there are no Environmental Complaints pending against the Airport Authority and that it has no knowledge of any third-party Environmental Complaints that have been initiated against the Airport Authority or any previous owners or tenants. No claim for damages based on alleged damage to health caused by any Hazardous Waste or any waste or by-product thereof that could have a material or significant adverse effect on the Airport Authority is pending before any court or arbitrator or any governmental body, agency or official.

However, if, during any improvement project by the Tenant, Hazardous Waste is discovered on the Property, the Airport Authority will assist the Tenant, by all means reasonably necessary, in removal and mitigation of such Hazardous Waste, to the

satisfaction of all state and federal environmental laws.

ARTICLE 21 **MORTGAGE INTEREST**

Notwithstanding any provision of this Lease agreement to the contrary, the provisions hereinafter set forth shall apply to any holder of record of any mortgage on Tenant's leasehold interests provided for in this Lease:

(A) Tenant shall have the right from time to time to mortgage Tenant's interest under this Lease to any individual or entity authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of the Airport Authority, subject, however, to the other terms and conditions of this Lease.

(B) If Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to the Airport Authority a copy of the recorded mortgage together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied or record, the following provisions of this paragraph shall apply. Such name and address may change from time to time by similar notice.

(C) When giving notice to Tenant with respect to any Event of Default under the provisions of this Lease, including the failure of Tenant to pay rent, the Airport Authority will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by the Airport Authority in the manner provided in ARTICLE 10 hereof, to such mortgagee(s), which notice must specify the nature of each such Event of Default and the actions required to cure the same.

(D) The leasehold mortgagee, upon receipt from the Airport Authority of the notice referred to above, shall have, in addition to any period of grace extended to Tenant under the terms and conditions of this Lease, a period of sixty (60) days within which to cure the Event of Default or cause the same to be cured, or to commence to cure such Event of Default with diligence and continuity; provided, however, that as to any Event of Default of Tenant for failure to pay Base Rent or Additional Rent, the leasehold mortgagee shall be given written notice of such Event of Default by certified mail by the Airport Authority, and the leasehold mortgagee shall have thirty (30) additional days from the date the notice of Event of Default was mailed within which to cure such Event of Default. The leasehold mortgagee shall have the right, but shall not be obligated, to cure any such Event of Default.

(E) In case Tenant shall default under any of the provisions of this Lease which shall not be cured within the applicable cure period therefor, the leasehold mortgagee shall have the right to cure such Event of Default, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing that Tenant is required to do or perform, and the Airport Authority shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Tenant. The Airport Authority further agrees, that in the case of

any Event of Default by Tenant, so long as no Event of Default in respect of the payment of rent shall exist hereunder, that the Airport Authority will take no action to effect a termination of the term of this Lease by the serving of a notice by reason of any such Event of Default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of notice by the Airport Authority, except payment of rent which shall be cured by leasehold mortgagee within thirty (30) days of mailing of notice, within which to cure said events of default (1) to obtain possession of the premises (including possession by receiver) and cure such Event of Default in the case of an Event of Default that is susceptible of being cured when the leasehold mortgagee has obtained possession; or (2) to institute foreclosure, or otherwise acquire Tenant's interest under this Lease, with diligence and continuity and, thereafter to commence and diligently proceed to cure such Event of Default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the Event of Default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing herein shall preclude the Airport Authority from exercising any rights or remedies under this Lease with respect to any other Event of Default by Tenant during any period of such forbearance subject to the above provisions with respect to any such other Event of Default. The Airport Authority agrees to recognize the leasehold mortgagee as Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of the Airport Authority to same. In such event, the term "Tenant" as used in this section, means only the owner or holder of Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of Tenant under this Lease.

(F) References in this Lease to acquisition of Tenant's interest in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of Tenant's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

(G) Any leasehold mortgage shall be specifically subject and subordinate to the Airport Authority's rights under this Lease. The foregoing shall not be deemed or construed to impose or establish upon Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the Airport Authority or the Airport Authority's interest in this Lease. The Airport Authority hereby subordinates any and all liens or claims of lien on security interests against all trade fixtures, equipment, and Personalty of Tenant located on the Property unencumbered by any leasehold mortgage to the liens and security interests created under any such leasehold mortgage.

(H) In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

(I) Within ten (10) days after written request by Tenant or Tenant's leasehold mortgagee, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from the Airport Authority. The Airport Authority agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (1) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (2) that this Lease is in full force and effect; (3) that the Airport Authority has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; (4) that there are no defenses or offsets which may be asserted by the Airport Authority against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses and (5) any other matters reasonably requested of the Airport Authority.

(J) The Airport Authority agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any Event of Default the cure of which is enjoined or stayed, or relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall the Airport Authority be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within sixty (60) days following the leasehold mortgagee's acquisition of title to the Property following a foreclosure of the leasehold mortgagee's mortgage on the Property or through a deed in lieu of foreclosure, the leasehold mortgagee commences to cure events of default required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same and any notice of termination theretofore given shall be void and of no force and effect. The Airport Authority further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as Debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within sixty (60) days of receipt of written notice from the Airport Authority of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the events of default required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. The Airport Authority further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the Property or assigns Tenant's leasehold interest to a third party, the Airport Authority will not terminate the Lease solely on account of any Event of Default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or

failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, the Airport Authority shall recognize the leasehold mortgagee as Tenant under this Lease. The Airport Authority further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the Property as if it were the tenant thereof.

(K) If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the "**Bankruptcy Code**"), (1) Tenant shall without further act or deed be deemed to have elected under Section 365(h)(1) of the Bankruptcy Code to remain in possession of the Property for the balance of the term of the Lease, (2) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (3) neither the mortgage nor any other aspect of any loan shall be affected or impaired by rejection of the Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased).

(L) If, notwithstanding the provisions of Article 21(J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, the Airport Authority will enter into a new lease ("**New Lease**") of the Property. In the event of termination of the Lease as a result of Tenant's Event of Default, or otherwise, without the prior written consent of leasehold mortgagee, the Airport Authority shall, in addition to providing the notices of default and termination as required by Article 21(C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and of all other events of default, if any, then known to the Airport Authority. The Airport Authority agrees to enter into the New Lease of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the Base Rent and Additional Rent, and upon the terms, covenants and conditions (including all options to extend but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

(i) leasehold mortgagee shall make written request upon the Airport Authority for such New Lease within sixty (60) days after the date leasehold mortgagee receives the Airport Authority's notice of termination of this Lease;

(ii) leasehold mortgagee or its designee shall pay or cause to be paid to the Airport Authority at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which the Airport Authority shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by the Airport Authority from Tenant or other parties in interest under Tenant;

(iii) leasehold mortgagee or its designee shall agree to remedy any of Tenant's events of default of which leasehold mortgagee was notified by the Airport Authority's notice of termination and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

(iv) any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and the tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

(M) the tenant under any such New Lease shall be liable to perform the obligations imposed on the tenant by such New Lease only during the period such person has ownership of such leasehold estate. In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by the Airport Authority), or in the event leasehold mortgagee is granted a New Lease pursuant to Article 21(L) above, the Airport Authority hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, the Airport Authority will execute a written consent to such assignment provided there is no outstanding Event of Default with respect to the payment of Base Rent or Additional Rent under the Lease. The Airport Authority further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of Tenant. Further, the Airport Authority agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any Event of Default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to Tenant, shall not be required to be cured by leasehold mortgagee or its assigns.

(N) In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

ARTICLE 22 **ATTORNEYS FEES**

If any legal action or other proceeding is commenced to enforce or interpret any term of provision of this Lease or any documents incidental thereto, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and expenses. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The provisions of this Article shall survive the termination of this Lease.

ARTICLE 23
OTHER PROVISIONS

SECTION 2301. REASONABLENESS AND GOOD FAITH. Whenever this Lease grants the Airport Authority or Tenant the right to take action, exercise discretion, establish rules and regulations, make allocations, or other determinations, or otherwise exercise rights or fulfill obligations, the Airport Authority and Tenant shall act reasonably and in good faith and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under this Lease.

SECTION 2302. FORCE MAJEURE. Except as provided below, any prevention, delay or stoppage attributable to war, insurrection, strikes, lockouts riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials not within such Party's control, interruptions of utility service, lack of transportation, government restrictions of priority, severe weather and other acts or faults beyond the control or without the control of any Party (collectively, the "**Force Majeure**") will excuse the performance of that party for a period equal to the duration of the prevention, delay or stoppage. If, therefore, this Lease specifies a time period for performance of an obligation of either party, a delay that a Force Majeure causes will extend the period within which the party must complete its performance. The foregoing provisions of this Section 2302 will not apply to the obligations imposed with regard to Base Rent, Additional Rent and other charges Tenant must pay in accordance with the terms of this Lease.

SECTION 2303. HEADINGS. Any headings preceding the text of any articles, paragraphs or sections of this Lease shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

SECTION 2304. BINDING EFFECT. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

SECTION 2305. FEDERAL SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Lease shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Lease inconsistent with the provisions of such lease to, or assumption of control by, the United State of America shall be suspended.

SECTION 2306. RIGHTS RESERVED. Rights not specifically granted Tenant by this Lease are reserved to the Airport Authority.

SECTION 2307. NO WAIVER. There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Lease nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or nonperformance hereof by the other party.

SECTION 2308. SEVERABILITY. If any provision of this Lease or the application thereof to either party to this Lease is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Lease which can be given effect without the invalid provision, and to this end, the provisions of this Lease are severable.

SECTION 2309. INTERPRETATION OF AGREEMENT AND CAPITALIZED TERMS. This Lease is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Lease shall not be construed in favor of or against any of the parties hereto.

SECTION 2310. NO AGENCY. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other provisions contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and tenant.

SECTION 2311. RIGHTS NON-EXCLUSIVE. Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges and licenses granted by the Airport Authority under this Lease as set forth in Section 101, except as it pertains directly to the Property, are “nonexclusive”.

SECTION 2312. JURISDICTION AND VENUE. The parties acknowledge that the performance of this Lease shall occur in Brevard County, Florida, and that, therefore, each of the parties: (a) agrees that this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Florida; (b) agrees that any suit, action or legal proceeding arising out of or relating to this Lease shall be brought exclusively in the courts of record of the State of Florida in Brevard County; (c) consents to the jurisdiction of each such court in any such suit, action or proceeding and expressly waives removal to a federal court; and (d) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

SECTION 2313. ENTIRETY OF AGREEMENT. The parties hereto agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

SECTION 2314. WAIVER OF JURY TRIAL. THE PARTIES HERETO AGREE TO WAIVE TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING BROUGHT TO ENFORCE ANY PROVISION OF THIS LEASE.

ARTICLE 24

REQUIRED FEDERAL PROVISIONS

SECTION 2401. ACCESS TO RECORDS AND REPORTS. Tenant must maintain an acceptable cost accounting system. Tenant agrees to provide Airport Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Tenant which are directly pertinent to the Lease for the purpose of making audit, examination, excerpts and transcriptions. Tenant agrees to maintain all books, records and reports required under this Lease for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 2402. BREACH OF CONTRACT TERMS. Notwithstanding any other term or provision of this Lease, any violation or breach of terms of this Lease on the part of Tenant and/or its contractors or subcontractors may result in the suspension or termination of this Lease or such other action that may be necessary to enforce the rights of the parties of this agreement. Airport Authority will provide Tenant written notice that describes the nature of the breach and corrective actions Tenant must undertake in order to avoid termination of this Lease. Airport Authority reserves the right to withhold payments to Tenant, if any, until such time Tenant corrects the breach or Airport Authority elects to terminate this Lease as a result thereof. Airport Authority's notice will identify a specific date by which Tenant must correct the breach, which in no event will be less than thirty (30) calendar days from the date of such notice for any non-monetary breach of this Lease. Thereafter, Airport Authority may proceed with termination of this Lease if Tenant fails to correct the breach by the deadline indicated in Airport Authority's notice. The duties and obligations imposed by this Lease and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 2403. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities related to the Lease, Tenant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded

from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

SECTION 2404. CIVIL RIGHTS – TITLE VI ASSURANCE.

(A) **Title VI Solicitation Notice.** As a condition of a grant award, Airport Authority shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. Airport Authority shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the Lease and be subject to any enforcement action as authorized by law.

(B) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

(C) **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. **Nondiscrimination:** Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Tenant of the Tenant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Airport Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to Airport Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Tenant's noncompliance with the non-discrimination provisions of this Lease, Airport Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Tenant under the Lease until Tenant complies; and/or
 - b. Cancelling, terminating, or suspending the Lease, in whole or in part.
6. **Incorporation of Provisions:** Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as Airport Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request Airport Authority to enter into any litigation to protect the interests of Airport Authority. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

SECTION 2405. REQUIRED CLAUSE FOR TRANSFER OF REAL PROPERTY. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

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

(B) With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said Property and the facilities thereon, including without limitation the Improvements, and hold the same as if the Lease had never been made or issued.

SECTION 2406. TITLE VI CLAUSES FOR CONSTRUCTION/ USE/ ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM.

(A) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant will use the Property in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

(B) With respect to this Lease, in the event of breach of any of the above Non-discrimination covenants, Airport Authority will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

SECTION 2407. CLEAN AIR AND WATER POLLUTION CONTROL.

Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Tenant agrees to report any violation to Airport Authority immediately upon discovery. Airport Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Tenant must include this requirement in all subcontracts that exceed \$150,000.

SECTION 2408. DISTRACTED DRIVING. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, Airport Authority encourages Tenant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the Lease. Tenant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the Lease.

SECTION 2409. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Tenant certifies by signing and submitting this Lease that, to the greatest extent practicable, Tenant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited

to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

SECTION 2410. FEDERAL FAIR LABOR STANDARDS ACT. To the extent applicable, this Lease incorporates by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Tenant has full responsibility to monitor compliance to the referenced statute or regulation. Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

SECTION 2411. TRADE RESTRICTION CERTIFICATION. By executing this Lease, Tenant certifies that with respect to this Lease and Tenant's performance hereunder, Tenant –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001. Tenant must provide immediate written notice to Airport Authority if the Tenant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Tenant must require subcontractors provide immediate written notice to Tenant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to the Tenant or any contractor/subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Tenant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. Tenant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless Tenant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when entering into this Lease. If it is later determined that Tenant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Airport Authority cancellation of this Lease for default at no cost to Airport Authority or the FAA.

SECTION 2412. CERTIFICATION REGARDING LOBBYING. Tenant certifies by execution of this Lease, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Tenant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Tenant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) Tenant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Lease was made or entered into. Submission of this certification is a prerequisite for making or entering into this Lease imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 2413. OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970. To the extent applicable, this Lease incorporates by reference the requirements of 29 CFR Part 1910 (the “Act”) with the same force and effect as if given in full text. To the extent it is an “employer” as that term is defined by the Act, Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Act. The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

SECTION 2414. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Tenant agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

SECTION 2415. PROHIBITION ON COVERED UNMANNED AIRCRAFT SYSTEMS (UAS). Tenant certifies that it is aware of and complies with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). Tenant warrants that all UAS operations, if any, will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Airport Authority cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

SECTION 2416. CERTIFICATION OF TENANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS. Tenant must complete the following two certification statements. Tenant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. Tenant further agrees it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- 1) Tenant represents that it is () is not () a corporation/company that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) Tenant represents that it is () is not () a corporation/company that was convicted of a criminal violation under any Federal law within the

preceding 24 months.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SECTION 2417. VETERAN'S PREFERENCE. In the employment of labor (excluding executive, administrative, and supervisory positions), Tenant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ARTICLE 25
FLORIDA SPECIFIC PROVISIONS

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. [NOTE: THIS PARAGRAPH IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO SECTION 404.056(8), FLORIDA STATUTES, (1988).]

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and year first above written.

Signed, Sealed and
Delivered in the presence
of:

AIRPORT AUTHORITY:
TITUSVILLE-COCOA AIRPORT
AUTHORITY

By: _____
Printed Name: Kevin Daugherty, AAE
Title: Director of Airports

Witness

Witness

TENANT:
HELICON CHEMICAL COMPANY,
LLC
a Florida corporation

By: _____
Printed Name: Jack Sarnicki
Title: Chief Executive Officer

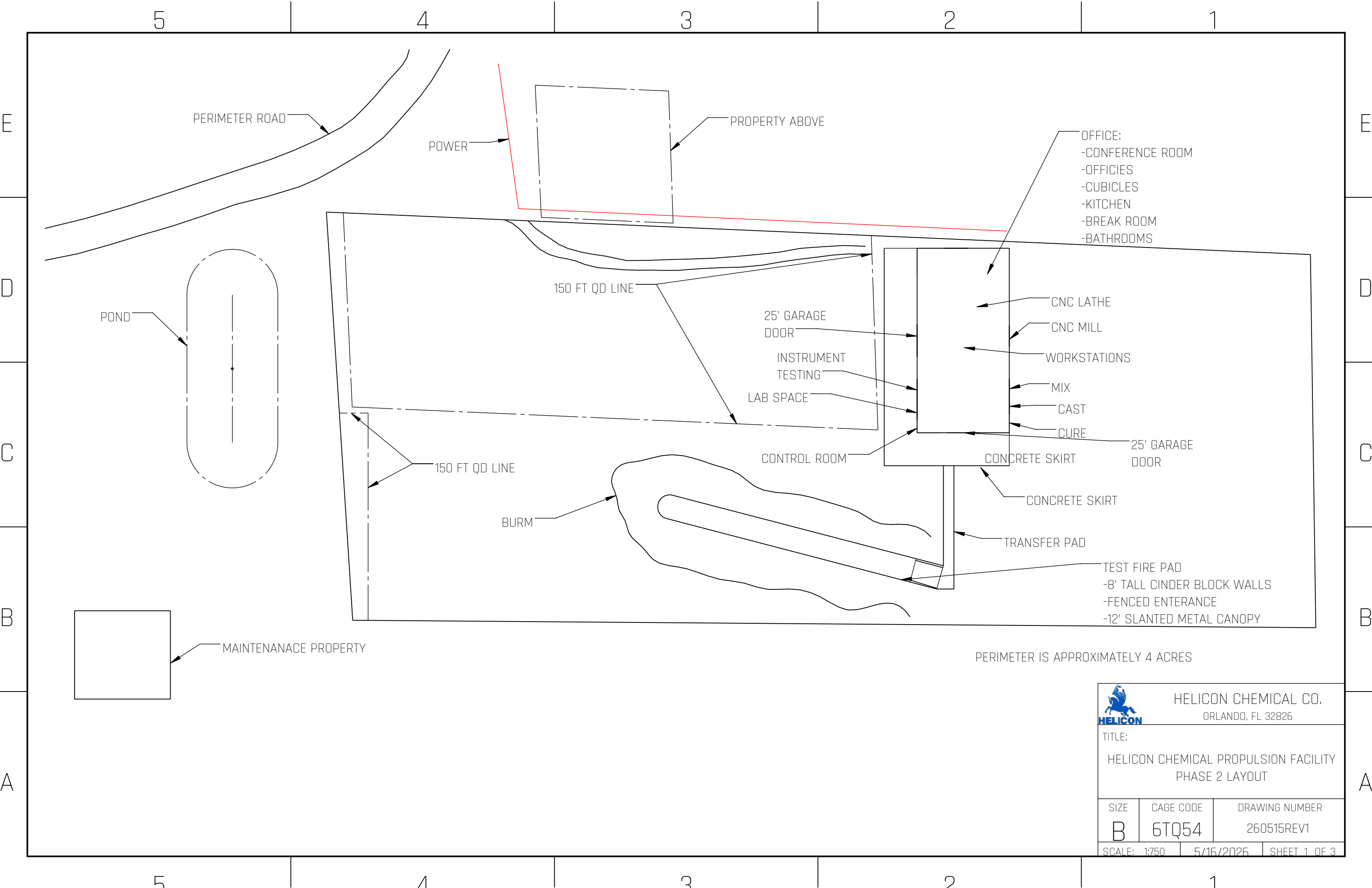
Witness

Witness

EXHIBIT A

DESCRIPTION OF PROPERTY

Contains 4.00 Acres (174,240 sq. ft.), more or less.




 HELICON CHEMICAL CO. ORLANDO, FL 32826		
TITLE: HELICON CHEMICAL PROPULSION FACILITY PHASE 2 LAYOUT		
SIZE	CAGE CODE	DRAWING NUMBER
B	6TQ54	260515REV1
SCALE: 1:750	5/16/2026	SHEET 1 OF 3

EXHIBIT B

CONSTRUCTION OF IMPROVEMENTS

1. Prior to commencement of construction of any Improvements, and prior to commencing to renovate, enlarge, demolish or modify any Improvements now or hereafter existing on the Property, Tenant must obtain the approval of the Director of Airports, which approval shall not be unreasonably withheld. Tenant shall submit the plans and specifications (prepared in accordance with the Minimum Standards and under the seal of a duly licensed architect or engineer) to Airport Authority for its approval (the "Plans"), in accordance with the approval process prescribed by Airport Authority. No construction of any type shall commence prior to Tenant's receipt of: (i) Airport Authority's written approval of the Plans, and (ii) a notice to proceed from the Airport Authority.

2. Airport Authority's approval of any Plans submitted by Tenant shall not constitute the assumption of any liability by Airport Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for Tenant's intended purpose, and Tenant shall be solely responsible for the Plans. Airport Authority's approval of the Plans shall not constitute a waiver of Airport Authority's right thereafter to require Tenant, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to Tenant's Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.

3. In the event Airport Authority does not approve the Plans, it shall notify Tenant of the changes required to be made (including reference to those portions of this Lease, the Minimum Standards and the Master Plan forming the basis for disapproval, if applicable), and Tenant shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Airport Authority for approval.

4. Tenant shall obtain, at its expense, all necessary licenses and permits to accomplish its Improvements, and shall pay all applicable impact fees relating thereto.

5. Once Tenant has commenced construction of any Improvements, such construction shall be pursued diligently to completion, subject to Force Majeure. All Improvements shall be constructed in accordance with the approved Plans, the Minimum Standards, and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations. Within ninety (90) days after completion of construction of the Improvements, Tenant shall, at its expense, provide Airport Authority with record drawings showing the "as built"

condition of any Improvements constructed by Tenant, in such format (including, without limitation a CADD format) as the Chief Executive Officer shall request.

6. Tenant hereby warrants and covenants to Airport Authority that all Improvements now or hereafter erected on the Property shall be at all times free and clear of all liens, claims and encumbrances. If any such lien or notice of lien on account of the alleged debt of Tenant shall be filed against the Property, Tenant's leasehold interest therein or any Improvements, the Tenant shall, within thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Prior to construction of any Improvements at the Property, Tenant shall record and post a Notice of Commencement and all applicable payment bonds in accordance with applicable laws. No work hereunder shall be commenced until Tenant or its Contractor provides to Airport Authority from a company reasonably acceptable to the Executive Director: (i) a surety payment bond for the benefit of Airport Authority in the form attached hereto as Attachment _____ in an amount equal to the total estimated cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, (ii) a surety performance bond for the benefit of Airport Authority, in the form attached hereto as Attachment __, in an amount equal to the total estimated cost of the work, which shall guarantee the prompt completion of the work by Tenant in accordance with the Plans, and (iii) a policy of builder's risk insurance.

7. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Airport Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Property or any part thereof. Notice is hereby given that the Airport Authority shall not be liable for any labor or materials or services furnished or to be furnished to Tenant upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Airport Authority in the Property or in this Lease. All persons dealing with the Property and with Tenant are hereby put on notice that Lessee does not have the power to deal with the Property in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all persons making improvements to the Property, either by doing work or labor or services or by supplying materials thereto, at the request of Tenant or persons dealing by, through or under Tenant, are hereby put on notice that they must look solely to the Tenant and not to the Property or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Property.

8. Title to all Improvements now or hereafter constructed by Tenant on the Property shall vest in Airport Authority upon the expiration or termination of the Lease for any reason. Tenant hereby covenants to execute and deliver to Airport Authority any and all instruments or documents that Airport Authority reasonably requests to effectively transfer, assign and convey such Improvements in fee to Airport Authority

at the expiration or termination of the Lease. Tenant shall ensure that at the expiration of the Initial Term such Improvements are free of any liens or encumbrances.

EXHIBIT C

TENANT'S INSURANCE CERTIFICATE



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

ACTION ITEMS

**APPROVAL: MINIMUM STANDARD
REQUIREMENTS FOR AERONAUTICAL
SERVICES AT SPACE COAST REGIONAL
AIRPORT, MERRITT ISLAND AIRPORT, AND
ARTHUR DUNN AIRPARK WITH ASSOCIATED
RESOLUTION**



EXECUTIVE SUMMARY

DATE: June 18, 2026

TO: Airport Authority Board Members

FROM: Kevin Daugherty, AAE
Director of Airports

SUBJECT: TCAA Minimum Operating Standards (MOS)

In collaboration with the General Council, staff has been working on an updated set of Minimum Standard Requirements for Aeronautical Services for Space Coast Regional Airport, Merritt Island Airport, and Arthur Dunn Airpark. The purpose of the MOS is to establish clear baseline requirements for any person or company that wants to conduct commercial aeronautical activity on airport property.

These standards are important because all three airports are federally obligated, and the Authority is required to manage airport property in a fair, reasonable, and non-discriminatory manner. The updated standards help protect the Authority from unauthorized commercial activity, exclusive-rights concerns, and inconsistent treatment of tenants and operators. They also give staff a better framework to review new business requests and determine whether an applicant has the experience, insurance, equipment, staffing, and financial ability to safely operate on airport property.

The document covers both Fixed Base Operators and Specialized Aeronautical Service Operators, including aircraft maintenance, mobile maintenance, flight training, air charter/taxi, aircraft cleaning and detailing, flying clubs, banner towing, ramp services, passenger services, cargo services, and other aeronautical activities that may be approved by the Authority. It also outlines the application process, required supporting documentation, insurance requirements, security requirements, fees, self-service rights, hazardous materials requirements, and general compliance obligations.

A key benefit of the updated standards is that they provide the Authority with a stronger tool to address operators that may be conducting commercial activity without proper approval, insurance, or written authorization from the Authority. The standards also clarify that through-the-fence activity is prohibited and that hangars may not be

used for overnight stays or lodging unless expressly approved by the Authority in writing.

Existing tenants may continue to operate under existing approved agreements where appropriate; however, when a lease, license, permit, or sublease is extended, renegotiated, or amended, the tenant may be required to comply with the updated standards within a reasonable timeframe. This allows the Authority to improve compliance over time without creating unnecessary disruption to existing operations.

Approval of the updated Minimum Standards will give staff a more consistent process to manage commercial aeronautical activity across all three airports, protect the Authority's obligations, and ensure airport operators are properly authorized, insured, and operating under clear requirements.

Recommended Action

Staff recommends the Board approve the updated Minimum Standard Requirements for Aeronautical Services and authorize staff and legal counsel to make any final non-substantive edits before implementation.



**MINIMUM STANDARD REQUIREMENTS
FOR
AERONAUTICAL SERVICES**

June 2026

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SECTION 1

GENERAL INFORMATION

INTRODUCTION

The Titusville-Cocoa Airport Authority (the Authority) owns and operates the Space Coast Regional Airport (TIX); The Merritt Island Airport (COI) and Arthur Dunn Airpark (X21) (the Airport or Airports); The Authority and the Airports are subject to numerous Federal obligations with the Federal Aviation Administration (FAA), pursuant to Surplus Property Deed(s) and Grant Agreements. Applicable Laws and Regulations including:

- Federal Aviation Act of 1958, as amended, and its precedent, Civil Aeronautics Act of 1938.
- Surplus Property Act of 1944
- Civil Rights Act of 1964
- Airport and Airway Improvement Act of 1982
- Airport and Airway Safety and Capacity Expansion Act of 1987
- FAA Reauthorization Act of 1996
- FAA Modernization and Reform Act of 2012
- FAA Reauthorization Act of 2024
- FAA Order 5190.6B, Airport Compliance Manual
- Advisory Circular 150/5190-6, Exclusive Rights at Federally Obligated Airports
- Advisory Circular 150/5190-8, Minimum Standards for Commercial Aeronautical Activities

Under these agreements, the Authority and the Airports have agreed to assume certain obligations pertaining to the operation, use and maintenance of the Authority and the Airports. These obligations remain in full force and effect throughout the useful life of the facilities developed under the funded projects, subject to federal requirements (generally 20 years). However, there is no limit on the duration of surplus property obligations or assurances against exclusive rights.

To assist the Authority in meeting its obligations, the FAA encourages airport owners to develop and publish minimum standards to be met by all who use or occupy airport property. Accordingly, the Authority has developed minimum standards for any company that proposes to provide aeronautical services at the Airports to ensure acceptable levels of service and safety. Such standards must be fair, equal, and not unjustly discriminatory. They must be relevant to the proposed activity, reasonably attainable, and uniformly applied. Minimum standards must also be tailored to the specific aeronautical activity and the airport to which they are applied. Failure to meet its obligations could result in the Authority and/or the Airports being declared in non-compliance and therefore ineligible for federal funding or other sanctions.

Benefits to be derived from establishing minimum standards include:

- Promotion of safety in airport activities
- Fostering the level of services desired by the airlines, public, the Airports and the Authority
- Providing financially equitable treatment to all tenants
- Defining the minimum operating threshold for prospective aeronautical service providers
- Protection of airport users from unlicensed and unauthorized products and/or services
- Promotion of orderly development of Airport property
- Providing a formalized, but negotiable, baseline for lease development
- Fostering mutually beneficial tenant-landlord relationships
- Promotion of economic stability by discouraging unqualified applicants

This document lists the minimum standards for all providers of aeronautical services at the Authority and each of the Airports. It was developed to provide guidance and protection for all parties concerned.

The Minimum Standards are not intended to be all inclusive. Operations and/or activities on each Airport will be subject to all applicable federal, state, and local laws, codes, ordinances and rules and regulations pertaining to such activities.

Minimum standards establish a template for safe tenant operations, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, address environmental liability issues, reduce liability issues, and minimize accident exposure. Minimum standards set the format by which the Authority staff can review requests for business activity at the Airports and respond accordingly.

Aeronautical activities may be proposed that do not fall within the categories designated in these Minimum Standards. In such case, appropriate Minimum Standards will be established by the Director of Airports on a case-by-case basis for such activity and incorporated into the lessee's written agreement (permit/lease).

The details for construction of structures and other facilities are not included in these Minimum Standards. All site plans, new construction, remodeling projects, color schemes, and signage proposed by a Lessee /Operator are reviewed and approved by the Authority before submission for permitting. All new construction at each Airport must meet City of Titusville Building and Fire Codes, the Codes of Brevard County and comply with the Authority's Horizontal Permitting Rules and Regulations, as amended from time to time, with respect to any applicable horizontal development on Airport property.

It should be noted that the standards set forth herein are not to be construed as setting forth the desirable size of land area or structure for a particular operator. In this regard, the prospective Lessee may find that in order to establish an economically feasible business, which will yield a satisfactory return on their investment, the requirement for land, area and/or structures will be in excess of the minimum standards.

APPLICABILITY

It is the policy of the Authority to extend the opportunity for providing an aeronautical service to any entity meeting the Authority's published standards for that service, subject to availability of suitable space at the Airport to conduct such activities. Each Airports Master Plan provides the basis for determining whether suitable space is available.

It is the policy of the Authority to ensure that commercial operators do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment at the Airport as their competitors.

These Aeronautical Service Operator Minimum Standards (hereinafter referred to interchangeably as the Minimum Standards or Standards) apply to any person or entity that provides one or more services defined herein at the Airports except for the following:

1. No provision of these Minimum Standards shall be deemed to prohibit any person from performing aeronautical services with respect to its own aircraft; and
2. No provision of these Minimum Standards shall be deemed to prohibit any Airline from performing Aeronautical Services for other airlines, provided they meet these Standards and in accordance with the permitted activities and operating terms and conditions of the then current Use and Lease Agreement or Regulation adopted by the Authority. Airline shall have the meaning ascribed to it in the Airline Operations Procedures, as amended from time to time.

AMENDMENT TO EXISTING STANDARDS

Upon approval by the Director of Airports, any reference in any Authority agreement to such prior standards shall be deemed to be a reference to these Minimum Standards.

RIGHT TO AMEND STANDARDS

The Authority reserves the right to adopt amendments to these Minimum Standards as it determines they are necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public or the operation of the Airports.

APPLICABILITY TO EXISTING TENANTS

All existing tenants with approved permits and/or leases, including subleases, currently operating on the airport, before the original effective date of these Minimum Standards or as to the effective date of revisions to these Minimum Standards only as to the revisions, are “grandfathered” and will be allowed to continue operations and not be held in non-compliance of these Standards if the Authority determines that the continuation of such operation is in the public interest and does not conflict with any FAA requirement, or if the Authority determines that it would be an extreme hardship, financial or otherwise, for such tenant to fully comply with these Standards.

When the lease, license, permit, or sublease of an existing “grandfathered” tenant, is extended, renegotiated, or amended, such tenant shall be required to comply with all applicable provisions of these Standards within a reasonable time. Each tenant’s situation will be reviewed on an individual basis and an equitable arrangement will be negotiated and documented in the new or amended lease agreement.

WAIVERS

The Authority may, in its sole discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing public services to the aircraft industry, or performing emergency medical or rescue services to the public by means of aircraft, or performing fire prevention or firefighting operations. The Authority may further temporarily waive any of the Minimum Standards for non-governmental Operators where the Authority, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation.

These Minimum Standards are the baseline requirements and all Tenants are encouraged to exceed these requirements.

Nothing contained herein shall require the Authority to pay for, finance or construct facilities or improvements within these Minimum Standards.

These standards shall be included in every and all Agreements with users of the Airports.

TIME

Time periods shall be counted in calendar days, unless otherwise specifically referenced. Any deadline that falls on a Saturday, Sunday, or Federal holiday shall automatically be extended to the next business day.

CATEGORIES OF AERONAUTICAL SERVICE OPERATORS

The two categories of Aeronautical Service Operators at the Airports are:

1. Fixed Base Operators.
2. Specialized Aeronautical Service Operators which are individually permitted by the Authority to perform one or more of the following activities:
 - Services Airline Fueler
 - Airline Line Maintenance
 - Manufacturer Major Service Center
 - Ramp Services
 - Passenger Services
 - Air Cargo Services
 - Aircraft Ground Service Equipment (GSE) Maintenance
 - Non-Commercial Hangar
 - Air Charter or Taxi
 - Aircraft Maintenance Facility
 - Mobile Aircraft Repair and Maintenance Services
 - General Aviation Aircraft Cleaning, Washing and Detailing
 - Security Services
 - Multiple Specialized Services
 - Banner towing
 - Skydiving
 - Other Aeronautical

DEFINITIONS

The following terms used in the Minimum Standards shall have the following meanings:

Aeronautical Activity or Service – Any activity commonly conducted at airports which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports, are Aeronautical Activities within this definition:

- a. Aircraft sales and services.
- b. Airframe and powerplant repair services.
- c. Aircraft rental services.
- d. Flight training services.
- e. Aircraft charter and air taxi services.
- f. Radio, instrument, or propeller repair services.
- g. Aerial applications (crop dusting, firefighting, etc.)
- h. Aviation fuels and petroleum products sales.
- i. Sale of aircraft parts.
- j. Sale or rental of aircraft hangar, parking, and tie-down space.
- k. Airline operations.
- l. Air freight or cargo operations.
- m. Banner towing and aerial advertising.
- n. Skydiving.
- o. Ground servicing of Airline aircraft.
- p. Aerial photography or survey.
- q. Aircraft washing and cleaning services (interior and exterior).
- r. Aircraft Management Services
- s. Any other activities which because of their direct relationship to the operation or repair of aircraft can be appropriately regarded as an Aeronautical Activities.

Agreement – (Agreement, Lease, License or Lease Agreement) – the written agreement between the Authority and an Operator specifying the terms and conditions under which the Operator may conduct commercial aviation activities. Such Agreement will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees and charges to be paid; and the right and obligations of the respective parties.

Air Charter or Taxi – the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator.

Aircraft – any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon or blimp.

Aircraft Fuel – all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

Aircraft Fuel Servicing Tank Vehicle (Fueller) – a tank vehicle (tank truck; tank, full trailer; tank, semi-trailer) designed for and employed in the transportation and transfer of fuel into and from an aircraft.

Aircraft Operation – an aircraft arrival at, or departure from, the Airport.

Aircraft Owner – a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

Aircraft Parking and Storage Areas – those hangar and apron locations of the Airport designated by the Director of Airports for the parking and storage of aircraft.

Aircraft Rental – the commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales – the sale of new or used aircraft through brokerage, ownership, franchise, distributorship or licensed dealership.

Airframe and Power Plant Maintenance – the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

Airframe and Power Plant Mechanic (A&P) – a person who holds an aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.

Airline or Air Carrier - a person who undertakes directly by lease, or other arrangement, to engage in air transportation and who holds or is required to hold an Airline Certificate or Operating Certificate under FAR part 119.

Airport – all of the Airport owned or leased real or personal property of Merritt Island Airport, Arthur Dunn Airpark, Space Coast Regional Airport including buildings, facilities and improvements within the boundaries of said airports as it presently exists or as it may exist in the future when it is hereafter modified, expanded or developed. Airport includes all of the facilities as shown on the most current and future Airport Layout Plan for each Airport.

Airport Fueling System - an arrangement of aviation fuel storage tanks, pumps, and associated equipment, such as filters, water separators, hydrants, cabinets, and pits installed at an airport designed to service aircraft at fixed positions.

Airport Layout Plan or ALP – the currently FAA approved Airport Layout Plan depicting the physical layout of the Airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, nav aids, etc.

Airport Movement Area (AMA) – the runways, taxiways and other areas of an airport that are utilized for taxiing, air taxiing, take-off and landing of aircraft.

Airport Operations Area or AOA – that portion of the Airport used or intended to be used for aircraft landing, take-off, or surface maneuvering including the areas around hangars, cargo, aircraft parking, navigation equipment and communication facilities.

Airport Reference Codes – *FAA Advisory Circular 150/5300-13 Airport Design* defines the Airport Reference Code (ARC) as “a coding system used to relate airport design criteria to the operational and physical characteristics of the airplanes intended to use the airport.” The ARC is used to determine design dimensions for the various separation and safety standards, Runway Protection Zones and Object Free Zones dimensions, surface gradients, and threshold siting standards, etc.

Apron – those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.

Authority – the Titusville-Cocoa Airport Authority, a public body existing under the laws of the State of Florida.

Authorized Areas of the Airport – a common use area open to the Operator and all other similarly situated users of the Airport, or space under the exclusive control of the Authority or a tenant of the Authority in which the Operator is permitted to operate by the Authority or such tenant, as applicable.

Aviation Service – any commercial activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an “aviation service”.

Avionics Sales and Maintenance – the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operation may include the sale of new or used aircraft radios, instruments and accessories.

Based Aircraft – an aircraft which the owner physically locates at the Airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for long-term storage (i.e., more than 30 days).

City - the City of Titusville, Florida, a municipal corporation existing under the laws of the State of Florida.

Commercial Activity - the exchange, trading, buying, hiring, or selling of commodities, goods, services or property of any kind, or any revenue producing activity on the Airport.

Environmental Laws - all federal, state and local laws, statutes, ordinances, regulations, decrees, and/or rules now or hereinafter in effect, as may be amended, and all implementing regulations, directives, orders, guidelines, and federal and state court decisions interpreting, relating to,

regulating, or imposing liability (including response, removal, remediation, and damage costs) or standards of conduct or performance relating to industrial hygiene; occupational, health, and/or safety conditions; environmental conditions; or exposure to, contamination by, or cleanup of any and all hazardous materials, including, without limitation, all federal or state or environmental cleanup statutes, and the following specific laws: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 USC; 33 USC; and 42 USC); (ii) the Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 USC 1801 et seq.); (iv) the Toxic Substances Control Act (15 USC 2061 et seq.); (v) the Clean Water Act (33 USC 1251 et seq.); (vi) the Clean Air Act (42 USC 7401 et seq.); (vii) the Safe Drinking Water Act (21 USC 349; 42 USC 201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 USC 43211); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 USC; 29 USC; 33 USC and 42 USC); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 USC 1101 et seq.).

Exclusive Right – a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights would be an Exclusive Right. The granting of an Exclusive Right to conduct an aeronautical activity on an airport developed or improved with federal funds is expressly forbidden by law.

Executive Director or Director of Airports – the chief executive officer and/or the Director of Airports of the Authority, or his/her designee.

Federal Aviation Administration (FAA) – the federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation.

Federal Aviation Regulations (FAR) – regulations published by the FAA that governs the operation of aircraft, airways and airmen. Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to “14 CFR” (Title 14 of the Code of Federal Regulations).

Fixed Base Operator (FBO) – is a full service commercial aeronautical business who is authorized to engage in the primary activity of aircraft refueling and a minimum of three (3) of the following secondary activities: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, and aircraft storage/hangar rentals.

Flight Training – the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot’s examination and flight check ride for various categories of pilots licenses and ratings. Flight training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

Flying Club – a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club or owners on a pro-rata share, and the club or owners may not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft.

Fueling or Fuel Handling – the transportation, sale, delivery, dispensing, storage or draining of fuel or fuel waste products to or from aircraft, vehicles or equipment.

Fuel Storage Area – any portion of the Airport designated temporarily or permanently by the Director of Airports as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

General Aviation – all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

Hazardous Material – any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board or agency.

Minimum Standards – the qualifications which are established as the minimum requirements to be met as a condition for the privilege to conduct an Aviation Service on the Airport. All operators will be encouraged to exceed the minimums; none will be allowed to operate under conditions below the minimum. These minimum standards are not intended to be all-inclusive, as the operator of a commercial venture which is based on the Airport will be subject additionally to all applicable Federal, State and Local laws, orders, codes, ordinances and other similar regulatory measures, including any Airport Rules and Regulations promulgated by the Authority.

Movement Area - the runways, taxiways, and other areas of an airport that are utilized for taxiing, air taxiing, takeoff and landing of aircraft.

Non-Movement Area – specifically designated portions of the AOA that may include aircraft loading ramps and aircraft parking areas.

Operational Areas:

1. **Airside** – those areas involved in any aircraft movement or operation, i.e., runways, taxiways, ramps, tie-down areas, hangar areas, etc.
2. **Landside** – those areas not involved in aircraft movement or operation.

Operator – a person or persons, firm, company, joint venture, partnership or corporation engaging in any Aeronautical Service on the Airport. An Operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aeronautical Service Operator.

Permit – administrative approval issued by the Authority to a person or company to conduct a commercial aeronautical activity for a fee, and provide such services, to based and transient aircraft, only from facilities and locations where such services are authorized.

Person – an individual, corporation, firm, partnership, association, organization and any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee or similar representative.

Repair Station – a Federal Aviation Administration approved facility utilized for the repair of aircraft. Activities may include repair and maintenance of airframes, power plants, propellers, radios, instruments and accessories.

Restricted Area – any area of the Airport posted to prohibit entry or to limit entry or access to specific authorized persons.

Roadway – any street or road whether improved or unimproved, within the boundaries of the Airport and designated for use by ground vehicles.

Self-Fueling - the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.

Self-Handling or Self Service – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner within the leased area.

SIDA (Security Identification Display Area) Area – the entire area of the AOA that is posted to prohibit entry of unauthorized persons.

Specialized Aeronautical Service Operators (SASO) – a commercial aviation business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a “Specialized Aeronautical Service Operator” include, but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental and sales, and aircraft storage.

Sublease - a written agreement, approved by the Authority, stating the terms and conditions under which a third party Operator leases space for a Lessee for the purpose of providing aeronautical services at the Airport.

Taxilane – the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage areas.

Taxiway – a defined path established for the taxiing of aircraft from one part of the Airport to another.

Tenant – a person that has entered into an agreement with the Authority to use or occupy a premises on the Airport.

TSA – the Transportation Security Administration.

UNICOM – a two-way communication system operated by a non-governmental entity that provides airport advisory information.

Vehicle Parking Area – any portion of the Airport designated and made available temporarily or permanently by the Authority for the parking of vehicles.

SECTION 2

APPLICATION PROCEDURES

1. An application to provide aeronautical services at the Airport must be made in accordance with these Minimum Standards and signed by all parties owning an interest in the applicant business including each partner, director, or corporate officer. The application is attached to this document as Appendix “A.” A non-refundable application fee set by the Airport will accompany the application.
2. The application, together with all required documentation, shall be submitted to:

**Director of Airports
Titusville-Cocoa Airport Authority
1 Bristow Way
Titusville, Florida 32780**

3. Applicants shall furnish the following supporting documents as evidence of compliance with the category of aeronautical service applied for as well as organizational and financial capability at the time of application:
 - a. A detailed description of services to be offered and the business plan to provide such services. Evidence of applicant’s past experience, providing similar services at a similar airport, financial capability, and technical ability to perform and/or develop the proposed services and facilities, including a statement of projected gross revenues and operating expenses for each of the first five (5) years of the proposed operations at the Airport. The name(s), address(es), email address and telephone number(s) of the principal(s) of the business or entities having an interest equal to 51% or more of the assets or earnings of the operation and the proposed operating name of the business, as well as evidence of incorporation in the state of Florida, as applicable. The number of persons to be employed along with a description of their duties and responsibilities. The tools, equipment, and inventory, if any, that applicant will furnish for the proposed service, upon request.
 - b. A current financial statement prepared in accordance with standard accounting principles by a certified public accountant (CPA) along with a current credit report. In

- the event that the financial statements contain information deemed confidential or proprietary, the Applicant will so advise the Authority and agrees, at its expense to have an independent third party CPA review the statements for sufficiency to the satisfaction of the Authority.
- c. A current credit report covering all business activities in which the applicant has participated within the past ten years. Applicant must submit a report for all principals for a corporation, limited liability company or partnership.
 - d. Include the amount of land required for the proposed service and any buildings or other facilities proposed to be constructed or facilities required, including a detailed site plan for the proposed operations. The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction, upon request.
 - e. Evidence of insurance with policy coverage that conforms to the requirements of the Authority's Insurance Requirements as outlined in these Minimum Standards.
 - f. The proposed date for commencement of the activity and the requested length of term to conduct same.
 - g. FBO and Manufacturer Major Service Center Only – Applicant shall demonstrate to the Authority that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel and lubricants in such quantities as are necessary to meet estimated demand.
 - h. Where applicable, a copy of any signed written agreement/contract between the applicant and an airline, FBO or tenant currently serving the Airport together with the Service Provider Notification Form from such airline, FBO or tenant to the Authority confirming that the applicant meets the airline's, FBO's or tenant's standards for the services to be provided.
 - i. Such other information as the Authority may require.
4. Applicants shall ensure the following items, as applicable, are completed and on file with the Authority prior to providing aeronautical services on Airport property.
 - a. A fully executed Permit Agreement or Lease Agreement.
 - b. A security deposit.
 - c. Proof of insurance (Insurance Certificate), as required by the type of agreement.
 - d. Executed copy of the attached Affirmance of the Service Provider Notification Form.

ACTION ON APPLICATION

1. The Authority may deny any application, or reject any proposal to operate any aeronautical service on the Airport, if, in its opinion, it finds any one or more of the following:
 - a. The applicant does not meet published qualifications, standards and requirements established by these Minimum Standards.
 - b. The applicant has supplied the Authority, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.
 - c. There is no appropriate, adequate, or available space on the Airport to accommodate the applicant at the time of application.

- d. The proposed activity conflicts with the Airport's Approved Airport Layout Plan ("ALP"), or which will create a safety hazard as determined by the Authority or by the FAA through the review of the ALP Change Request.
 - e. The proposed activity, construction/development requires the Authority to spend funds or to supply materials/personnel that the Authority is unwilling to spend or supply.
 - f. The proposed activity, construction/development will result in depriving existing Operators of portions of the area in which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present Operators, or prevent free access to such operations.
 - g. The proposed activity or operations have been or could be detrimental to the Airport.
 - h. The applicant has violated any of the Minimum Standards and/or Rules and Regulations, or the standards and regulations of any other airport, the Civil Air Regulations, the Federal Aviation Regulations, any other statutes, ordinances, laws, or orders applicable to the Airport or any other airport.
 - i. The applicant has defaulted in the performance of any lease or other agreement with the Authority.
 - j. The applicant's credit report or financial statement contains information that would create operational questions regarding the applicant's abilities to conduct the proposed operation.
 - k. The applicant does not have, or appear to have, access to the operating capital necessary to conduct the proposed operation.
 - l. The applicant is unable to obtain sufficient insurance, financial sureties, or guarantors to protect the interest of the Authority, the City of Titusville, the FAA, or other appropriate governmental entities.
 - m. The applicant has been convicted of any crime, or has violated any county ordinances, state, or federal laws.
 - n. The Authority determines that the bid or proposal is not in the best interest of the health, safety, welfare, necessity, or convenience of the traveling public.
 - o. If required, the applicant is unable to qualify for unescorted access to the Secured, Sterile, or other restricted areas of the airport as required by Title 49 of the Code of Federal Regulations Part 1542.209 or Part 1544.229. These requirements include criminal history records checks.
2. The Authority may request that the aeronautical service operator conduct its business through an agreement or sublease with an FBO. Upon termination a new application and fees may be required.

3. Appeals

- a. **Filing of Appeal** An Applicant may appeal any decision of the Authority staff as to an application submitted under these Minimum Standards to the Director of Airports by delivering a written request for appeal prior to 5:00pm on the fifteenth (15th) day subsequent to issuance of the staff's decision. The request must state the specific reason(s) the Applicant believes the Aviation Authority staff made an incorrect decision. If after a review of the request for appeal the Director of Airports determines the request for appeal fails to include a specific and valid reason for an appeal, the Director of Airports will not consider the appeal and the staff decision will stand. In

such case, the Director of Airports shall notify the Applicant in writing, of the fact that the appeal will not be considered. By failing to timely submit a written request for appeal to the Director of Airports, an Applicant shall be deemed to have waived the right to any further review of the decision of the Authority staff.

- b. **No New Evidence** The Director of Airports shall not consider any evidence that was not presented to the Authority staff as part of the Applicant's Application pursuant to these Minimum Standards for its consideration.
- c. **Determination** The Director of Airports shall provide the determination in writing thirty (30) days after delivery of the Applicant's written request to appeal to the Authority. The Director of Airports may uphold or reverse the decision of the Authority staff.

SECTION 3

GENERAL REQUIREMENTS

- A. Each Operator shall meet or exceed the requirements of this Section, as well as the standards applicable to the Operator's activities on Airport property.
- B. Each Operator shall demonstrate, to the satisfaction of the Authority, that they are capable of consistently providing the proposed commercial aeronautical activity or activities in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the Operator's aviation/business background and experience is appropriate for the proposed commercial aeronautical activities and that the Operator has the resources to realize its business objectives.
- C. Each prospective Operator shall provide evidence, satisfactory to the Authority, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements and to provide working capital to carry on the contemplated business.
- D. Each Operator shall pay the Airport market rent, fees and charges based upon the scope of commercial aeronautical activity being provided to the public.
- E. Operators shall comply with applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, the Authority, the Airports, or the Environmental Protection Agency (EPA), environmental laws, local fire regulations, and any other federal, state or local agencies and successors having jurisdiction over the Airport and the activities at the Airport, as may currently exist, be developed in the future, or be modified from time to time. Operators shall immediately report to the Authority all violations of applicable federal, state, and local laws, rules, regulations, orders, or permits whether caused by Operator, or their employees, tenants, customers, guests, or agents. Operator shall further immediately notify the Authority of any unauthorized use of Airport property for non-aeronautical purposes by employees, tenants, customers, guests or agents.
- F. Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users who wish to avail themselves of the Operator's services. Each Operator shall maintain and operate its business in a safe, clean and orderly condition, consistent with the business activity contemplated hereunder and to the reasonable satisfaction of the Authority.

- G.** Each Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers.
- H.** Unless permitted by existing agreement between the Authority and Operator, no building, structure, tiedown, ramps, paving, aircraft taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed or constructed on the Airport without the prior written approval of the Authority. In addition, at the Authority’s sole discretion, each taxiway shall be designated for private or public use. Each private taxiway shall be for the sole use of the Tenant and will not be available to general users of the airport due to its location. Each private taxiway shall become part of the Tenants leasehold, and the Tenant shall be responsible for rent and general maintenance thereof. Each public taxiway shall be for the use of all users of the airport and shall not be impeded in any way by any Tenant. The public taxiways shall be maintained by the Airport. To the extent any taxiway is not expressly designated by the Authority as a private taxiway, it shall be deemed and treated as a public taxiway.
- I.** Each Operator shall, to the fullest extent permitted by law, defend, indemnify, and hold the Authority and each Airport, their respective officers, directors, employees, agents, affiliates, successors, and assigns harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages, or liability, of every kind and character, whether in law or equity, including, without limitation, costs of investigations, reasonable attorneys’ fees, expert witnesses fees, and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, arising out of or otherwise caused by, directly or indirectly, or in any way related to: (i) any failure by the Operator to perform its obligations in accordance with the terms and conditions of its agreement; (ii) any other breach by the Operator of the terms and conditions of its agreement; (iii) the acts or omissions of the Operator, or any of its officers, directors, employees, agents, suppliers, business visitors, or guests, in, on, or about Airport property or in any way related to its agreement. Operator’s indemnification obligations under its agreement (in whole or in part) shall not apply to a willful, reckless or gross negligent act of the Authority or the Airports or its officers, directors, employees, or agents. The Operator shall give the Authority prompt and timely notice of any claim made or proceeding instituted that in any way, directly or indirectly, contingently or otherwise, affects or might affect the Authority or the Airports and the Authority shall have the right to control, at the Operator’s expense, the defense of such claim or proceeding to the extent of the Authority’s own interest. Each Operator’s indemnity and defense obligations shall survive the expiration or sooner termination of its agreement.

1. LAND

- a.** A Fixed Base Operator must lease property at the Airport directly from the Authority to comply with the provisions of these Standards.
- b.** A Specialized Aeronautical Service Operator, if required to lease property, may either lease such property directly from the Authority, the Airport, or sublease from another airport tenant, subject to approval by the Authority in accordance with the provisions of the applicable lease documents.

2. HANGARS AND OTHER BUILDINGS/TAXIWAYS

If required by these Standards, the Operator shall lease or construct a hangar for aircraft storage and shall lease or construct adequate buildings to accommodate offices and shops to support their activities on the Airport. In addition, at the Authority's sole discretion, each taxiway shall be designated for private or public use. Each private taxiway shall be for the sole use of the Tenant and will not be available to general users of the airport due to its location. Each private taxiway shall become part of the Tenants leasehold, and the Tenant shall be responsible for rent and general maintenance thereof. Each public taxiway shall be for the use of all users of the airport and shall not be impeded in any way by any Tenant. The public taxiways shall be maintained by the Airport. To the extent any taxiway is not expressly designated by the Authority as a private taxiway, it shall be deemed and treated as a public taxiway.

3. AIRCRAFT PARKING APRON

If required by these Standards, the Operator shall lease or construct paved aircraft parking apron within its leasehold premises with adequate dimensions and pavement design for the largest Aircraft Design Group (ADG) required by its aeronautical activity. The Operator shall provide any paved taxiways necessary for access to the Airport's taxiway system with adequate dimensions and load bearing for the Aircraft Design Group (ADG).

4. EQUIPMENT

- a. The equipment requirements specified in these Standards shall be deemed satisfied if the Operator owns, leases, or otherwise has sufficient access to the equipment needed to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Airport. All equipment must be maintained in operating condition and good appearance. The equipment must be painted in a uniform manner with the company name and logo prominently displayed.
- b. An applicant under the Specialized Aviation Service Operator categories will be required to obtain a Service Provider Notification Form from each airline or a sponsor letter from each Landlord they will be contracted to naming the equipment to be furnished and including a statement from the airline that they concur that this is satisfactory to the airline.
- c. If required by the Authority's or the Airports Rules and Regulations, all vehicles operating at the Airport shall have required permits and registrations, including permits for operation on the Air Operations Area (AOA).
- d. All vehicles operating at the Airport shall be clearly designated with the name of the Operator on the vehicle.
- e. Operator shall provide an inventory of equipment and vehicles operating on the airport to the Aviation Authority on a quarterly basis.

5. PERSONNEL AND TRAINING

- a. All non-management personnel in the AOA shall be suitably uniformed with the name of the company prominently displayed. All personnel in the AOA shall properly display Airport issued SIDA badges at all times, if required.
 - i. An adequate number of qualified and, where applicable, licensed employees shall be on duty at all times to provide a level of service consistent with these Standards.
 - ii. At least one qualified supervisor shall be on duty when any aeronautical services are being performed.
 - iii. Multiple responsibilities may be assigned to personnel to meet the requirements set forth herein.

- b. Each Operator shall establish a written training program to ensure that all employees are thoroughly trained and qualified to perform the tasks to which they are assigned. The training program shall be in accordance with the Authority's rules, regulations and policies and shall contain detailed instruction in proper operating procedures for each job classification, including, but not limited to, associated equipment to be utilized by the employee and area of the airport to which they are assigned.

6. CONTRACT SECURITY

- a. The Authority reserves the right to require Operators to maintain a security deposit with the Authority. Such Contract Security, if applicable, shall be equal to: (i) the highest three (3) months' fees or other charges to be payable by the Operator to the Authority in connection with its operations under these Standards or (ii) \$2,500, whichever is greater. The Operator shall, prior to commencing operations at the Airport, provide Authority with a cash deposit, contract bond, irrevocable letter of credit or other security acceptable to the Authority to guarantee the faithful performance by the Operator of its obligations under the Standards and its Permit Agreement or such other agreement with the Authority.
- b. The Authority shall review the Contract Security periodically, and, based on the Operator's highest three (3) months of fees or other charges payable for the previous twelve (12) consecutive months, shall revise the amount to be in compliance with the requirements stated above.

7. INSURANCE REQUIREMENTS

Subject to existing agreements between the Authority and the Operator, if any, each prospective Operator shall demonstrate to the Authority's satisfaction evidence of its ability to acquire and maintain sufficient insurance coverage as set forth by the Authority for each particular type of commercial aeronautical activity and as provided below:

- a. Applicable insurance, including comprehensive general liability insurance covering the Operator and the Authority and the Airport against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Operator's use and occupancy of Airport property or otherwise caused by the Operator's activities or operations, shall be in force during the period of any construction of the Operator's facilities and/or prior to the Operator's entry upon the Airport for the conduct of business. Each Operator shall also maintain fire, casualty, pollution liability, cyber liability, business interruption (in sufficient amounts to enable Operator to meet its rents and charges obligations), flood, and other appropriate types of coverage with insurers acceptable to the Authority, in such amounts as are acceptable to the Authority, including hazard and extended coverage for all leasehold improvements (including building, parking lot, and utilities), chattels, furniture, fixtures, machinery, and equipment located within the Operator's premises.
- b. Each Operator shall furnish evidence of compliance with the applicable law with respect to worker's compensation and unemployment insurance. The insurance company or companies, writing the required policy, or policies, shall be qualified and licensed to transact business in the State of Florida.
- c. All insurance that the Operator is required to carry and keep in force shall include the Authority (including without limitation, members of the Authority's Board, officers,

agents, and employees) and the Airport, their respective officers, agents, and employees as named additional insured parties, as well as a waiver of subrogation in favor of the Authority and the Airport.

- d. All special events to be held on Airport are required to submit a valid certificate of insurance for that event 14 calendar days prior to the event.
- e. Each Operator shall furnish evidence of compliance with this requirement to the Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such changes, if the change results in a reduction of coverage, and not more than 5 days after such change if the change results in an increase in coverage.

Where more than one aeronautical service is proposed, the minimum limits will vary, depending on the nature of the individual services, but will not necessarily be cumulative in all instances.

8. AIRPORT SECURITY

If required by law, all Operators shall be required to comply with all applicable regulations of the Transportation Security Administration (“TSA”) and of the Authority relating to Airport security, including those relating to access to the AOA, as such regulations may be in effect or changed from time to time. The Authority reserves the right to impose additional security measures based on threat vulnerability estimates at any time. The Authority reserves the right to require that principal officers of an Operator, regardless of the level of involvement in the actual operation of the business, and any employee, customer, contractor or sublessee of the Operator submit to a Security Threat Assessment (STA) and/or criminal history records check (CHRC), including fingerprinting, at the expense of Operator, dependent upon which area of the airfield or facility direct, unescorted access is required. Additionally, Operator is required to abide by the applicable provisions of the Airport Emergency Plan, including participation in the emergency planning process and exercises as may be required by each Airport.

9. PERMIT AGREEMENT

Except for FBOs and other tenants that have a long-term lease with the Authority, no applicant may provide an aeronautical service at the Airport until entering into a written Permit Agreement with the Authority. The Permit Agreement shall be in a form acceptable to the Authority, shall specify which types of aeronautical services the Operator is authorized to provide, and shall contain, without limitation, provisions for a fee payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards.

10. SUBCONTRACTING

- a. A Fixed Base Operator or Major Manufacturer Service Center shall not subcontract any fueling services.
- b. Generally, Specialized Aeronautical Service Operators may not subcontract any of the services they are authorized to provide without the prior written approval of the Aviation Authority. Exceptions are noted in the individual categories.

11. REQUIRED FEES AND PAYMENTS

The exact fees and payments will be determined based on the category of operator, the established airport rates, and charges, and shall be incorporated into the Permit Agreement, License, Lease, or

sublease. In establishing a fee for an Operator under these Minimum Standards, the Authority may consider the individual Operator's impact on existing revenues of the Authority.

12. THROUGH-THE-FENCE ACTIVITIES PROHIBITED

Ground access onto Airport property by aircraft stored and serviced on adjacent property, known as "Through-the-Fence" activity, is strictly prohibited.

13. AIRCRAFT NOISE ABATEMENT

The Airport is interested in reducing noise impacts to residents who live within close proximity to the Airport. Consequently, the Airport has established voluntary noise abatement and mitigation measures. As applicable, and to the extent practicable, all aircraft and/or pilots utilizing the Airport are requested to honor said noise abatement and mitigation measures whenever possible.

14. RIGHT TO SELF-SERVICE

A person or entity with exclusive control of an aircraft or that person's employees may perform services (fueling, maintenance, repair, or cleaning) on that person's aircraft utilizing that person's vehicles, equipment, and resources (self-service). A person with exclusive control of an aircraft who engages in self-service activities may not perform services for others for compensation or hire. The right to engage in self-service activities is conditioned upon compliance with applicable regulatory measures. **The right to engage in self-service fueling requires a written agreement with the Authority to allow use of a portion of Authority property for self-service fuel.** This provision does not apply to a customer fueling his aircraft from an FBO owned self-fueling facility.

If the right to self-serve is not exercised by a person with exclusive control of the aircraft, the person is only permitted to have that aircraft fueled through the FBO or Manufacturer Major Service Center, and maintained, repaired, or otherwise serviced at the Airport by those operators authorized to engage in such commercial activities at the Airport under an agreement with the Authority.

15. NON-DISCRIMINATION

All Operators shall assure that they will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. This provision obligates the Operator or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this Provision obligates the Operator for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

16. COMPLIANCE WITH LAWS AND RULES AND REGULATIONS

All tenants and persons entering the Airport property agree to abide by and conform with all rules and regulations, laws, standards, requirements, and ordinances promulgated by the Federal Government, State of Florida, Brevard County, City of Titusville, and the Authority.

17. LICENSES, PERMITS AND CERTIFICATIONS

An Operator shall obtain, at its sole expense, all licenses, and governmental permits necessary for the conduct of the Operator's activities at the Airport and required by the Authority or any other duly authorized governmental agency having jurisdiction.

An Operator will not engage in any operations at the Airport prior to obtaining any certifications that may be required by the FAA. An Operator shall, at the request of the Executive Director, furnish the Authority with copies of these certifications and other documentation.

18. TAXES

The Operator shall, at its sole cost and expense, pay all taxes for which it is responsible, or which may be assessed against it.

19. HAZARDOUS MATERIALS

Operator shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and all Authority rules, regulations and requirements pertaining to the protection of the environment, including but not limited to those regulating the storage, handling, and disposal of waste materials. Further, during the term of any Permit, neither Operator nor any agent or party acting at the direction or with the consent of Operator shall treat, store, or dispose of any Hazardous Substance on the Airport without the prior written approval of the Authority.

Operator shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Authority from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, costs and expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable Attorneys' Fees) and damages arising out of, or as a result of, (i) any Release by Operator of any Hazardous Substance placed into, on or from the Airport by Operator; (ii) any contamination of the Airport's soil or groundwater or damage to the environment and natural resources of the Airport, that are the result of actions by Operator occurring during use of the Airport permitted through these Minimum Standards, whether arising under CERCLA or other statutes and regulations, or common law; and (iii) any toxic, explosive or otherwise dangerous materials or Hazardous Substances which have been buried beneath, concealed within or released on or from the Airport by Operator during use of the Airport permitted by these Minimum Standards.

20. SMOKING

Smoking is permitted in designated areas in accordance with Florida Statute Chapter 386, FAR 139.321 and the Authority policy.

21. ADVANCED AIR MOBILITY

The Authority is interested in accommodating advanced air mobility services at the Airport and that, at the time of issuance of these Minimum Standards, no specific regulations or FAA Advisory Circulars exist.

22. PUBLIC RECORDS

The Authority is a governmental entity and therefore all materials provided to the Authority under these Minimum Standards are presumed by the Authority to be non-confidential and subject to disclosure or inspection pursuant to Florida's Public Records law, Chapter 119 of the Florida Statutes.

23. BUSINESS LICENSES

Each entity subject to these Minimum Standards shall acquire and provide evidence of a Business License to operate in the City of Titusville and/or Brevard County.

24. PROHIBITION ON OVERNIGHT STAYS/LODGING IN HANGARS

Unless expressly permitted by the Authority in writing, no hangar may be designed, configured and/or used for overnight stays and/or lodging of any kind, whether commercially or for any other purpose.

SECTION 4

MINIMUM STANDARDS

The following Aeronautical Service Operator Minimum Standards have been developed after consideration of the elements outlined in Section 3 with attention to their applicability at the Airports. The standards are grouped according to the specific type of activities to which they pertain. Any applicant desiring to provide these services at the Airport must meet or exceed the standards pertaining to that type of aeronautical service.

The standards set forth herein are the minimum which the Authority will require in agreements authorizing an entity to provide an aeronautical service at the Airport, and, unless specifically limited herein, do not preclude the applicant from seeking greater operating authority than the minimum required.

The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each aeronautical service if more than one aeronautical service is to be provided by one entity.

SECTION 5

FIXED BASE OPERATOR

This section sets forth the minimum standards for a Fixed Base Operator (FBO) at the Airports.

STATEMENT OF CONCEPT

A Fixed Base Operator engages in and furnishes a full range of aeronautical activities and services to the public, which shall include, as a minimum, the following:

1. Fueling.

Fixed Base Operators are permitted to engage in the business of retail sales and into-plane dispensing of aviation fuels to aircraft on their leasehold area. Except as provided in the Major Manufacturing Center section, no other Operator shall be permitted to engage in this specific aeronautical business activity.

Subject to Authority approval, FBOs are permitted to provide “into-plane” or contract fueling at other areas on the airport. In addition, an FBO may provide contract fueling services to Airlines at the terminal gates provided they meet the requirements of Section 6 of these standards.

2. General Aviation Support Services.

An FBO is typically required to provide numerous support services to the flying public. These services include, but are not limited to: pilot lounges, conference rooms, flight planning areas, weather services, hangar storage, aircraft tie-down, ground handling, and the following services, which may be provided directly or through contractual resources, aircraft interior and exterior cleaning, catering, rental cars, limousine services, aircraft charter (FAR 135) and gratuitous passenger transportation.

3. Emergency Assistance.

The FBO is required to provide, either directly or through contracted resources, emergency services to disabled general aviation aircraft on the Airport. This includes recovery, towing or transporting disabled aircraft having a gross landing weight not in excess of 70,000 pounds to the Leased Premises at the request of the owner or operator of the disabled aircraft or Airport Operations.

4. Collection Agent.

When requested by the Authority, the FBO may act as the collection agent with respect to any landing fees which are applicable to general aviation aircraft using the Airport. All landing fees must be accurately reported pursuant to the Airports regular reporting requirements.

5. Other Services.

- a. The FBO may provide other specialized aeronautical services in its leasehold area not addressed in its Lease Agreement subject to the approval of the Aviation Authority. Such other services are reviewed and approved on a case-by-case basis.
- b. The FBO may provide other specialized aeronautical services to Airlines at the terminal gates subject to the Aviation Authority’s approval and provided they meet the requirements of these standards.

MINIMUM STANDARDS

1. Land

Must lease at least 5 acres of land to provide adequate space for: hangars and other buildings; paved private auto parking; paved aircraft apron; paved pedestrian walkways; and all storage, servicing utilities and support facilities. If 5 acres are not available, the leasehold will presume a 5 acre rentable space and the rental rate will be for a minimum of 5 acres.

2. Hangars and Other Buildings.

- a. Must provide a hangar with a minimum of 10,000 square feet for aircraft storage. The hangar door width shall be at least 125' and the
- b. Clear door height shall be at least 28'. The hangar must be capable of storing multiple aircraft, unless this requirement is waived by the Airport.
- c. In addition to the hangar, a minimum of 5,000 square feet of lounge, offices, flight planning facilities, pilot waiting areas, public restrooms and telephone facilities must be leased or constructed. If the Operator in this category elects to provide Aircraft Maintenance Services, either directly or through a contract with an approved sublessee, then an additional minimum of 3,000 square feet of shops and spare parts storage shall be constructed or leased.

3. Aircraft Parking Apron.

The aircraft parking apron must be contiguous to the FBO location and a minimum of 217,800 square feet (5 acres). Operator must provide sufficient space for multiple aircraft to be parked with adequate space for movement of aircraft. The final decision on adequate space will be made by the Airport Authority.

4. Storage of Fuels.

The FBO shall provide for an adequate supply of aviation fuels either in owned or leased fuel storage tanks on the leased premises or stored in the Airport Tank Farm. All fuels shall be stored and dispensed in accordance with NFPA and local fire codes.

5. Mobile Dispensing Equipment.

- a. The FBO shall provide metered filter-equipped mobile dispensing trucks for dispensing aviation fuels, with separate dispensing pumps and meters required for each type of fuel.
- b. At least one of the mobile dispensing trucks must be used for turbine fuel with each having a minimum capacity of at least 5,000 gallons.
- c. The remaining mobile dispensing truck shall be for aviation gasoline with a capacity of at least 500 gallons.
- d. All dispensers must have bottom-refilling capabilities and turbine fuel dispensers must have single point refueling capabilities.
- e. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection.
- f. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes

6. Aircraft Service Equipment.

- a. The FBO shall either procure or have access to, tools, jacks, tugs, towing equipment, tire repairing equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, mobile passenger

stairs, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles and a “Follow-Me” vehicle, as appropriate and necessary for the servicing for the types of aircraft normally expected to use the FBO facilities.

7. Hours of Operation.

- a. All FBOs shall provide aircraft fueling and line services on an on call basis twenty-four (24) hours daily, every day, including holidays or during such other hours as may be mutually agreed upon in writing by the Authority and FBO. The FBO must be able to respond to calls within 30 minutes.

8. Personnel and Training.

- a. Line Service: There must be sufficient fully trained and qualified fuel service personnel shall be on duty at all times while the facility is open for business to accommodate all business needs. A responsible and qualified supervisor should be available at all times.
- b. Maintenance: Sufficient FAA-licensed aircraft mechanic(s) shall be made available promptly upon request. The FBO can meet this
- c. requirement by contracting with a Specialized Aeronautical Service Operator authorized to conduct Aircraft Maintenance at the Airport.
- d. All fuel and line service personnel shall be suitably uniformed with the name of the company prominently displayed and properly badged for access to the airfield.
- e. There shall be at least one person on call 24 hours per day, seven days a week to act as supervisor, customer service representative, ramp attendant, landing/parking fee collector and dispatcher for General Aviation activity. Response time is within 30 minutes.
- f. All fuel service personnel shall have successfully completed an approved line technician safety course which meets or exceeds 14 CFR Part 139, section 321. National Aviation Transportation Association (NATA) or equivalent is acceptable.

9. Lease Agreement

An FBO Lease Agreement, properly executed by the Aviation Authority and the FBO, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon.

10. Required Fees and Payments

Information relative to rental fees and charges applicable to the aeronautical services included herein will be made available to the prospective FBO at the time of application or during lease negotiations.

SECTION 6

AIRLINE FUELER

The Authority owns above ground fuel tanks at the Airports.

The FBO at Space Coast owns and operates three above ground fuel tanks which are subject to the provisions enumerated in Section Five herein.

Each Operator is permitted to do self-fueling with mobile fueling equipment shall pay fuel flowage fees in the same amount as those entities providing fuel from fixed facilities.

SECTION 7

SPECIALIZED AERONAUTICAL SERVICE OPERATOR **AIRLINE LINE MAINTENANCE** **RESERVED**

STATEMENT OF CONCEPT

An Aircraft Line Maintenance Operator is a person, firm, corporation, or other entity that provides routine and non-routine line maintenance, including inflight entertainment maintenance, in accordance with an Airline's instructions and procedures. These Operators are mobile and often provide their services from a step van that is a well-equipped mobile workshop.

SECTION 8

SPECIALIZED AERONAUTICAL SERVICE OPERATOR **MANUFACTURER MAJOR SERVICE CENTER**

STATEMENT OF CONCEPT

A Manufacturer Major Service Center ("Operator") is a person, firm, corporation or other entity providing maintenance, repair, rebuilding, alteration or inspection of an aircraft of its component parts by the Original Equipment Manufacturer. A Manufacturer Major Service Center Operator ("Center") is intended to be a large regional facility and must be certified by the Federal Aviation Administration under FAR 65 and FAR 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certificate. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

MINIMUM STANDARDS

1. Land

The Operator shall lease enough land to provide space for all buildings and support facilities; paved private auto parking; paved aircraft apron (if required); a paved taxiway connecting to the airport taxiway system (if needed); a paved pedestrian walkway; all storage facilities.

2. Hangars and Shops

The Operator shall lease or construct a hangar including shop facilities of at least 10,000 square feet to conduct its business, unless the Station intends to store and dispense fuel in which case it shall meet the requirements set forth below in 5(f).

3. Aircraft Apron

The Operator shall lease or construct at least 10,000 square feet of paved aircraft parking and storage area to support its activities.

4. Aircraft Service Equipment

- a. The Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers.
- b. If the Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any Airline aircraft that the operator is permitted to service under the operator's FAA certificate.
- c. All of the tools and equipment required under the Operator's FAA certificate.

5. Minimum Standards for an Aircraft Repair Station Storing and Dispensing Fuel

- a. The Operator may store aviation (jet) fuel either in owned or leased fuel storage tanks on the leased premises for the sole purpose of fueling aircraft manufactured by the Operator.
- b. The Operator may dispense aviation (jet) fuel into the aircraft manufactured by the Operator only when the aircraft has undergone maintenance service or repair at the Operator's repair station facility on the Airport. There must be a maintenance or repair record associated with each aircraft fueled. Operator may not solicit or promote fuel sales.
- c. The operator shall dispense fuel from one or more of the Authority approved fixed metered dispensing facility. Other than defueling that shall occur outside of any hangar, no mobile fuel dispensing equipment shall be permitted for use by the Operator.
- d. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection.
- e. All equipment shall be maintained and operated in accordance with OSHA and local and State industrial codes.
- f. The Operator must provide a hangar with a minimum of 100,000 square feet for aircraft storage. The hangar door width and height shall be sufficient for the Operator to accommodate the fleet of aircraft it will service. This is not in addition to the requirement set forth in Section 8.2.
- g. The Operator shall ensure that at least one (1) fully trained and qualified fuel service person shall be on duty at all times while the facility is open for business. A responsible and qualified supervisor should be available at all times.
- h. All fuel service personnel shall be suitably uniformed with the name of the company prominently displayed and appropriately badged for access to the airfield.
- i. All fuel service personnel shall have successfully completed an approved line technician safety course that meets or exceeds 14 CFR Part 139, section 321. National Aviation Transportation Association (NATA) or equivalent is acceptable.
- j. The Operator shall only dispense fuel during its posted operating hours.

6. Hours of Operation

- a. The Leased Premises shall be open and services available at least eight (8) hours a day, five (5) days a week.
- b. The Operator shall provide for services during off-hours through an "on-call" system.

7. Personnel and Training

- a. The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet these Minimum

Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe, power plant or an aircraft inspector rating, plus one (1) additional person not necessarily rated.

- b. The Operator shall maintain during business hours, a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Operator.
- c. All employees will be in uniform with the name of the company prominently displayed.

8. Lease Agreement

- a. Each Operator shall execute a Lease Agreement with the Authority which shall specify which types of aeronautical services the Operator is authorized to provide, and shall contain, without limitation, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority.

9. Required Fees and Payments

The exact fees and payments will be determined on an individual basis and incorporated into the Lease Agreement.

SECTION 9

SPECIALIZED AERONAUTICAL SERVICE OPERATOR **RAMP SERVICES**

STATEMENT OF CONCEPT

A Ramp Services Operator, also known as a ground handler, is a person, firm, corporation, or other entity that engages in providing “above and below the wing” services to airlines at the terminal gates. The actual services to be provided will vary from airline to airline. The list below is not intended to be all-inclusive and is provided as an example of the types of services that are typical of this category. These services may be provided at Airport by an FBO.

- Aircraft Marshalling and Parking
- Ramp to Flight Deck Communication
- Loading and Unloading of Passengers or Baggage
- Starting of Aircraft
- Moving of Aircraft
- Exterior Cleaning
- Interior Cleaning
- Lavatory Service
- Potable Water Service
- Cooling and Heating
- Cabin Equipment and Inflight Entertainment Material
- Storage of Cabin Material
- Flight Operations and Crew Administration

- Baggage Handling
- Trash Removal
- International Trash Removal
- Cargo

MINIMUM STANDARDS

1. Facilities

- a. A Ramp Services Operator shall lease space to provide for storage of ramp equipment and any and all equipment required to provide the service when it is not in use.

2. Equipment

A Ramp Services Operator shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all aircraft used by an airline at the airport. A Ramp Services Operator shall be required to provide and keep current with the Authority a list of GSE Equipment it owns on Airport property

A Ramp Services Operator shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all aircraft used by an airline at the airport. A Ramp Services Operator shall be required to provide and keep current with the Authority a list of GSE Equipment it owns on Airport property.

3. Hours of Operation

A Ramp Services Operator shall have services available as required by the airline.

4. Personnel

- a. One General Manager, with appropriate experience, on duty during regular business hours. At least one Supervisor, with appropriate experience, on duty when customer's aircraft is on the ground. Additionally, the Ramp Services Operator shall provide sufficient personnel to provide the required services on demand without causing any flight delays or other operational impacts on flight operations at Airport.
- b. All personnel shall be properly uniformed with the company name prominently displayed.

5. Permit Agreement

- a. Each Operator shall execute a Permit Agreement with the Authority and provide the Authority with all necessary documents and deposits as outlined in the Permit Agreement.
- b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments

As specified in the Permit Agreement.

SECTION 10

SPECIALIZED AERONAUTICAL SERVICE OPERATOR **PASSENGER SERVICES**

STATEMENT OF CONCEPT

The following services are presently not available at Airport. However, these Minimum Standards will apply to any Operator intending to provide these Services.

Passenger Services are those activities that may be subcontracted by an Airline to a firm specializing in these activities to assist their arriving and departing passengers. Typical activities to include the following:

1. Representation and Accommodation

- a. If required, arrange guarantee or bond to facilitate the Airline's activities.
- b. Liaise with local authorities.
- c. Indicate that the Operator is acting as an agent for the Airline.
- d. Inform all interested parties concerning movements of the Airline's aircraft.
- e. Effect payment, on behalf of the Airline.

2. General Services

- a. Inform passengers and/or public about time of arrival and/or departure of Airline's aircraft and surface transport.
- b. Make arrangements for stopover, transfer and transit passengers and their baggage and inform them about services available at the airport.
- c. Provide or arrange for special equipment, facilities and specially trained personnel for assistance to:
 - i. Unaccompanied minors
 - ii. Disabled passengers
 - iii. VIPs
 - iv. Transit without visa passengers (TWOVs)
 - v. Deportees
 - vi. Others
- d. Take care of passengers when flights are interrupted, delayed, or cancelled according to instructions given by the Airline. If instructions do not exist, deal with such cases according to the practice of the airline's governing tariffs.
- e. If applicable, arrange storage of baggage in the Custom's bonded store.
- f. Notify the Airline of complaints and claims made by the Airline's clients and process such claims, as mutually agreed.
- g. Handle lost, found, or damaged property matters and storage as mutually agreed.
- h. Report to the Airline any irregularities discovered in passenger and baggage handling.
- i. Arrange for:
 - i. Check-in position(s)
 - ii. Service counter(s)/desk(s) for other purposes
 - iii. Lounge facilities

- k. Provide or arrange for personnel and/or facilities for porter or skycap services. Porter or skycap services may be subcontracted to a firm that specializes in these activities.
- l. If applicable, utilize biometric screening as required for international flights.

3. Arrival/Departure Services

- a. Passenger ticketing and seat assignments.
- b. Baggage tagging.
- c. Boarding information and ticket lift.
- d. Supervision of passengers while on the ramp.
- e. Passenger supervision for Border Protection and U.S. Customs Service.
- f. Supervision and responsibility for tour operators who may be present.
- g. Posting for the public the flight number and the name of the airline for each flight handled by the operator.
- h. Other passenger services as may be approved by the Authority.
- i. Direct passengers from aircraft (through controls, if required) to connecting flights or to the landside terminal baggage claim area.
- j. Compliance with all FAA or TSA Security Directives.
- k. Effectively and efficiently manage passenger queues.

MINIMUM STANDARDS

1. Facilities

- a. Have access to the ticket counters.
- b. Lease or sublease office space for supervisory and support personnel
- c. Shall have access to the Authority loading bridges and received training from the airline or provide how Operator trains its staff on the operation of this equipment.
- d. Shall have access to an Authority approved baggage make-up and claim area.
- e. Shall lease a designated area for lost and damaged baggage. Airline leased space or space leased by a baggage delivery service may be used to meet this requirement.

2. Equipment

This Operator shall have the usual and typical equipment, either owned or leased, for providing the services necessary to the airline.

3. Hours of Operation

This Operator shall have services available as required by the airline and the capability to handle early or late flight operations as directed by either the airline or the Authority.

4. Personnel and Training

- a. While providing passenger-handling services, the operator shall have at least one supervisor on duty, with a minimum of one-year experience. Additionally, the Operator shall provide sufficient personnel to provide the required services on demand without causing any flight delays or other operational impacts on flight operations at Airport.
- b. Employees engaged in passenger handling shall be trained in and familiar with:
 - i. Passenger ticketing and check-in services.

- ii. Border Protection and U.S. Customs rules and procedures.
 - iii. Airports ground transportation system and the services available for persons with disabilities.
 - iv. Such employees shall possess the appropriate foreign language capability for foreign flights being handled.
 - v. Common Use Terminal Equipment (CUTE)
 - vi. Security requirements as required by the TSA, Carrier, or Authority
 - vii. Other as required by the Airline
- c. All personnel shall be uniformed with the company name prominently displayed.

5. Permit Agreement

- a. Each Operator shall provide a letter of introduction from each airline it is planning to service and shall execute a Permit Agreement with the Authority and provide the Authority with all necessary documents and deposits as outlined in the Permit Agreement.
- b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments

As specified in the Permit Agreement.

SECTION 11

SPECIALIZED AERONAUTICAL SERVICE OPERATOR **AIR CARGO SERVICES**

An Air Cargo Services Operator may provide either or both of the following types of air cargo services:

1. Air Cargo Handler

An Air Cargo Handler is a person(s), firm(s) or corporation(s) engaged in the business of loading or unloading air cargo at the non-terminal locations as designated. An owner or operator of an aircraft that uses its own employees to load or unload air cargo on or off such aircraft shall not be considered an Air Cargo Handler as defined herein.

2. Cargo Warehouse Operator

A Cargo Warehouse Operator is a person(s), firm(s) or corporation(s) engaged in the business of processing air cargo through a warehouse, who takes care of the administrative control of the air cargo and performs the physical handling and control of such air cargo on behalf of an airline, agent, customs house broker, consolidator, break bulk agent, handling agent, shipper or consignee or other party. The Cargo Warehouse Operator may also provide or arrange for the surface transportation of air cargo to and from an aircraft for a customer, but may not engage in the business of loading or unloading air cargo on or off an aircraft unless the Cargo Warehouse Operator meets the minimum standards to provide such service and has executed a Permit Agreement with the Authority authorizing such service.

MINIMUM STANDARDS

1. Facilities

- a. The Air Cargo Handler must lease or sublease adequate space and facilities at the Airport to store its equipment, to operate its business, and to accommodate its employee parking requirements.
- b. The Cargo Warehouse Operator must lease or sublease adequate combined warehouse and office space at the Airport plus adequate space to store equipment to operate its business and to accommodate its employee parking requirements. An Operator in this category may satisfy this requirement if it has a written agreement with an airline under which the Operator has the right to use adequate space as required under these standards to provide its services to a third party from the airline's space. This agreement must be approved by the Authority.

2. Equipment

The Air Cargo Handler must have the use of sufficient and appropriate equipment to serve the customer's aircraft as required by the customer. The list provided by the customer shall be provided to the Authority with the application. The Cargo Warehouse Operator must have the use of the following minimum equipment:

- a. One floor scale certified by the State of Florida in accordance with applicable legal requirements
- b. One forklift, having a minimum 4,000 lb. rating, LP gas or electric with pneumatic tires or equivalent
- c. If surface transportation of cargo is provided, one tug, having a minimum 5,000 lb. draw bar pull or equivalent.

3. Hours of Operation

Shall have services available as required by customers.

4. Personnel and Training

Shall have sufficient uniformed personnel to provide the services desired by the customer.

5. Permit or Lease Agreement

- a. Each Operator shall execute a Permit Agreement or Lease Agreement with the Authority and provide the Authority with all the necessary documents and deposits as outlined in the Permit Agreement.
- b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments

As specified in the Permit Agreement or Lease Agreement, as applicable.

SECTION 12

AIRCRAFT GROUND SERVICE EQUIPMENT (GSE) MAINTENANCE **STATEMENT OF CONCEPT**

This Specialized Aeronautical Service Operator maintains aircraft ground support equipment for tenants at the Airport. This category includes GSE rental services to airlines and other specialized Aeronautical Service Operator such as ramp services or line maintenance services. Tenants performing any vehicle maintenance must comply with these minimum standards in order to operate from any facilities located on the Airport. All work shall be performed in properly equipped shops with trained mechanics.

MINIMUM STANDARDS

1. Facilities

- a. The facility shall be structurally suitable and code compliant with appropriate fire separation per current City of Titusville Fire and Building Code.
- b. Fire protection and detection equipment shall be maintained in good working order and shall be inspected and tested in compliance with applicable codes.
- c. Floors shall be kept clean and free of oil and grease. Only environmentally friendly water solutions or detergents, floor-sweeping compounds, and grease absorbents shall be used for cleaning floors.
- d. Sufficient amounts of oil absorbent shall be on hand to control any type of hazardous materials spill. Employees will be trained on proper procedures for deploying and cleaning up such a spill.
- e. All floor drains shall be equipped with an oil/water separator maintained according to the City of Titusville Ordinance. The Operator is required to protect any oil/water separator equipped with floor drains to minimize any contaminants from entering the wastewater system.
- f. Any welding, cutting, or other “hot work” shall be done only in those areas approved by the Authority. These areas must be kept free of all combustibles. All equipment shall be in good working order and approved fire extinguishers shall be available in accordance with the applicable Fire Code.
- g. Generally, all maintenance activities shall be done within the GSE facility located on the GSE Operator’s leased periodic Light Repairs, as defined in this Standard, done elsewhere on the GSE Operator’s leased premises, provided all appropriate safety measures and spill containment requirements are met. Any maintenance, with a few exceptions, on a terminal gate or anywhere on the Airside is strictly prohibited. Typical emergency maintenance, which might be allowed is:
 - Changing a flat tire (i.e., immediately exchanging a flat tire and wheel for a new replacement). Equipment shall not be jacked up and the wheel and tire must be removed and taken back to the shop for repairs.
 - Changing fan or accessory belts, provided this can be done without jacking the vehicle up and within 20 minutes.

Any emergency maintenance in the terminal areas should be coordinated through Airfield Operations on a case-by-case basis.

Maintenance that is strictly forbidden in a gate area includes: any oil and filter changes, welding, and other hazardous operations.

- h.** Any vehicle washing shall be done in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP) for the facility and best management practices (BMP). If you are in doubt about the correct methods, contact the Authority for guidance.
- i.** All GSE facilities shall comply with the Authority policies, local, state, and federal law. If there is a conflict between the Authority policy and the City of Titusville Code, the City Code shall prevail.
- j.** Painting – Vehicle touch up painting, within the limits defined by EPA, is allowed provided it meets all other criteria. Painting of entire vehicles will only be allowed in a properly designed and ventilated paint booth.
- k.** Smoking is permitted in designated areas in accordance with Florida Statute Chapter 386, FAR 139.321 and the Authority policy.
- l.** Vehicle Parking – All vehicles shall be parked in an orderly fashion in properly striped and designated areas.

2. Material Storage

- a.** Material storage must be kept in a neat and orderly fashion. Trash should be removed on a daily basis or as necessary so as to not accumulate. Tools and maintenance materials should not be left lying around the floor space. At no time, shall any item be placed in a position that would impede the emergency egress from the facility. All storage shall comply with all applicable codes.
- b.** Any flammables, combustibles, or other hazardous materials shall be stored in approved containers in a properly identified and designated location within the building away from occupied areas. This area shall also be clearly marked on the floor and with overhead signage.
- c.** All Hazardous Waste will be stored in approved containers and disposed of properly according to the Federal Resource Conservation and Recovery Act (RCRA).
- d.** Material Safety Data Sheets (MSDS) of all hazardous materials are to be kept on site, both on the interior and exterior of the premises, and shall have identifying markers indicating the chemical, quantity stored on site and location. All MSDS shall be kept current and readily available to provide in an emergency or inspection.
- e.** Liquids shall be stored in approved closed containers compliant with all applicable codes. Bulk quantities of liquids should be stored in a safe location on the outside of the building in a manner and location approved by the Authority.
- f.** Any pressurized cylinders, not currently being used, shall be secured, and stored in compliance with all applicable codes. Large quantities of cylinders should be stored in a safe location on the outside of the building in a manner and location approved by the Authority.
- g.** Approved metal receptacles with self-closing covers shall be utilized for the storage or disposal of oil-soaked waste or cloths.

- h.** Combustible rubbish shall be placed in approved covered receptacles until removed to a safe place for disposal. Contents shall be removed on a daily basis.
- i.** Material storage outside of the facility should be maintained in a clean and neat fashion and shall be away from areas of emergency exits or fire protection devices. Stored items shall be secured at all times so as to not pose a hazard to aircraft or vehicles.

3. Equipment

This Operator shall have the usual and typical equipment and trade fixtures, either owned or leased, for providing the services necessary to the tenant.

- a.** Any Operator needing to store equipment shall do so either on their leased premises or off-premises on Authority-owned apron. The Operator shall be required to enter into a lease for the off-premises storage area with the Authority at the prevailing rate per square foot.
- b.** Disabled Equipment – The Operator shall have the means, either for itself or through a contract with a towing firm that can respond within the specified times, to remove disabled equipment from the operational areas of the airport within the times set below:
 - i.** Ramp or Gate Areas – Any disabled equipment shall immediately be removed from the area.
 - ii.** Service Roads – Disabled equipment shall be removed within 30 minutes. If the Authority has to remove any vehicles because of non-responsiveness on the part of any Operator, the Authority shall bill the Operator pursuant to the then current Airport Operations policy regarding removal of disabled and derelict equipment.
- c.** Unserviceable equipment storage is not allowed and shall be removed from the Operator's premises within thirty (30) days. Equipment waiting on parts shall also be repaired within thirty (30) days or be removed off Airport for storage.
- d.** The Authority reviews these Standards on a frequent basis and reserves the right to amend the minimum equipment requirement if, in its sole discretion, it determines that having the additional equipment is in the best interests and safety of the tenants.

4. Hours of Operation

The Operator shall provide services during such hours as required by the customer.

5. Personnel and Training

- a.** The Operator shall have at least one supervisor on duty at all times with a minimum of one-year experience.
- b.** All personnel shall be uniformed with the company name prominently displayed.
- c.** Employees shall be trained on a regular basis on the operation of fire protection equipment and emergency procedures. This would include knowing where emergency contact information is stored and how to report a fire or environmental emergency.
- d.** An authorized employee or other designated properly trained person shall make a daily inspection of the facility and shall be responsible for the prompt removal or repair of any hazardous condition, including proper maintenance and safety devices and the immediate removal or proper storage of accumulations of combustible materials.
- e.** All employees will be trained on proper procedures for handling and cleaning up any hazardous wastes.
- f.** Training records shall be maintained on-site and be available for inspection upon reasonable notification.

6. Inspection

The facility may be inspected at any time for compliance to this standard or any other applicable codes by the Authority or other code compliance entities.

7. Permit Agreement

- a. The Operator must have a fully executed and approved Permit Agreement with the Authority and provide the Authority with all necessary documents, deposits and fees as outlined in the Permit Agreement or in these Standards before entering into a lease for space on the Airport.
- b. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at each Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

8. Required Fees and Payments

As specified in the Permit Agreement.

9. Enforcement

Any Operator found violating any of these minimum standards shall be required to correct the deficiency within 15 days of being notified by the Authority. If the violation is not corrected, the Operator's Permit Agreement and security media (if any) will be canceled, and they will lose the privilege of working at the Airport.

10. Definitions

- a. Light Repairs: fluids and filter changes, lubrication, inspection, and similar minor automotive maintenance work. Examples of minor repairs would be:
 - Engine tune-ups
 - Brake system repairs
 - Small component change outs
 - Tire repair and rotations
 - Paint touch up

SECTION 13

SPECIALIZED AERONAUTICAL SERVICE OPERATOR NON-COMMERCIAL HANGAR

STATEMENT OF CONCEPT

This section provides guidance for those individuals that desire to lease property directly from the Authority to construct a hangar for the storage of their own aircraft. The following minimum operating standards shall apply:

MINIMUM STANDARDS

1. Land

The leasehold shall comprise sufficient land to provide adequate space for all buildings, paved aircraft parking apron, paved automobile parking, vehicular driveways and service access ways, any required minimum building setbacks from edges of the leasehold and any required stormwater ponds. In addition to the minimum leasehold requirement for hangar facilities, the Tenant shall provide at its own expense, paved taxiway access to the Airport's existing taxiway system. All aircraft pavement proposed by Tenant shall be designed and constructed in full conformance with applicable Authority and FAA standards for the largest type of aircraft approved to use the premises.

2. Hangar

A hangar shall be constructed which will provide adequate aircraft storage space for the aircraft proposed to be stored. Any additional space for offices, storage and restroom facilities must meet all applicable City of Titusville Code requirements. The aircraft parking apron shall be equal to the floor area of the proposed hangar.

3. Permitted Uses

Lessee shall use the leased premises solely for storage and servicing of their own aircraft. No commercial activity of any kind shall be permitted on the premises unless authorized in the lease agreement with the Authority. Lessee shall not sell, barter, trade, share or in any other manner provide hangar space to any other airport tenant or user, or to any other aircraft except those aircraft owned or leased for the exclusive use of the tenant unless expressly approved in writing by the Authority. Hangar, office, shop, or ramp space may be shared, subleased, or used by others with the approval of the Authority. Lessee shall not exercise any other rights or privileges reserved to Fixed Base Operators or Specialized Aeronautical Service Operators at the Airport under these Minimum Standards.

4. Specific Use of Premises Conditions

- a.** Aircraft based and serviced upon the premises shall be directly owned by, or exclusively leased in writing for a minimum period of six (6) months to the tenant. No aircraft owned, leased, borrowed, or otherwise used by employees of the tenant shall be permitted on the premises unless approved in writing by the Authority.
- b.** All maintenance and service work conducted on the premises and performed on the tenant's aircraft shall be performed only by direct, full-time permanent employees of the tenant, or by any FBO or SASO based upon the Airport which have written agreements with the Authority authorizing such Operators to conduct said activities.
- c.** A tenant must be a person, individual, firm, company, corporation, partnership, or a joint venture which has substance under State Law and a specific legal identity and corporate purpose as registered with the Secretary of State in such tenant's state of corporate residence. Said corporate purposes shall not in any way, shape or form be related to the use, ownership, maintenance or operation of aircraft or hangar activities, or to any commercial aviation activity or enterprise. The use and ownership of a tenant's aircraft must be incidental, and not relative to, the corporate purpose of the tenant.
- d.** The following operations are defined as hazardous and are specifically not allowed on the premises:
 - i.** Fuel Transfer (other than refueling of aircraft by an FBO)
 - ii.** Welding

- iii. Torch cutting
- iv. Torch soldering
- v. Doping
- vi. Spray Painting

SECTION 14

SPECIALIZED AERONAUTICAL SERVICE OPERATOR **AIR CHARTER OR TAXI**

STATEMENT OF CONCEPT

An On Demand, or Scheduled Air Charter or Air Taxi (“Charter Operator”) engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled basis under CFR 14 Part 135 of the Federal Aviation Regulations.

MINIMUM STANDARDS

1. Land

The Charter Operator shall lease at least one-half (.5) acre of Land to provide space for the following:

- a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA
- b. Hangars and other buildings
- c. Paved and lighted aircraft apron
- d. Paved and lighted private vehicle parking
- e. Public access to a designated area of the site
- f. Paved pedestrian walkways
- g. Storage, public restrooms, and support facilities

2. Hangars and Other Buildings

At a minimum, the Charter Operator shall lease or construct 6,000 square feet of contiguous hangar and building improvements. The Charter Operator’s facilities are to provide at least 4,000 square feet of hangar space for aircraft storage. The Charter Operator will also provide sufficient lighted and heated building area for combined offices, support space, pilot lounge, and public lounge with waiting room, pilot briefing room, and public restrooms to accommodate its operations. In addition, suitable facilities shall also be provided to support the extent of Charter Operator’s self-handling.

3. Aircraft Apron

At least 15,000 square feet of paved and lighted aircraft parking apron shall be provided by the Charter Operator within its leasehold to support aircraft tie down spaces, movement, and parking, exclusively for its charter aircraft. The rental of ramp or tie-down spaces is not approved for this category.

4. Vehicle Parking

The Charter Operator will provide within its leasehold sufficient paved spaces as approved by the Airport and meeting current local building code. No on-street parking will be permitted. The parking lot shall include security lighting.

5. Taxiway Access

The Charter Operator shall provide at its own expense, paved access from its facilities to the Airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the Charter Operator's facilities.

6. Aircraft Equipment

The Charter Operator shall have based upon its leasehold, either owned or under written lease, at least one (1) properly certified single or multi-engine aircraft that meets the requirements of the air taxi commercial certificate held by the Charter Operator. The aircraft shall be certified for instrument operations.

7. Lease Agreement

- a. Each Charter Operator shall execute a lease or permit agreement with the Authority and a sublease with an FBO that is approved by the Authority and shall provide the Authority with all the necessary documents and deposits as outlined in the permit agreement.
- b. The requirements of subparagraphs "1" through "5" above may be satisfied by Charter Operator's sublease of facilities from an FBO. Because of operational efficiencies of utilizing an FBO leasehold (e.g., existing terminal, parking, restrooms, apron, etc.) the sublease may allow for less land, hangars, and aircraft apron than if the Charter Operator was to lease directly from the Authority and construct a new facility.
- c. Each Charter Operator shall provide the Authority with a signed copy of all agreements or contracts with Commercial customer(s) and FBO(s) currently serving the Airport.
- d. Each Charter Operator shall advise the Authority within five (5) working days of any changes in their agreement(s) or contract(s) with any Commercial customer and/or FBO(s).

8. Permit Agreement

The Charter Operator must have a Permit Agreement with and provide the Authority with all necessary documents, deposits and fees as outlined in the Permit Agreement or in these Standards before entering a lease for space on the Airport.

9. Hours of Operation

The Charter Operator shall have leased premises and services available through a twenty- four (24) hour contact telephone number.

10. Personnel

The Charter Operator shall have in its employ and on duty during the appropriate business hours trained personnel in such numbers as required to work in a safe and efficient manner with FAA certified commercial pilot(s) appropriately rated to permit the flight activities offered by the company.

11. Safety Regulations

The Charter Operator shall conduct all activities in accordance with the National Fire Protection Association and other applicable governmental safety regulations.

12. Required Fees & Payments

As specified in the Permit or Lease Agreement with the Authority, as applicable..

SECTION 15

SPECIALIZED AERONAUTICAL SERVICE OPERATOR AIRCRAFT MAINTENANCE FACILITY

STATEMENT OF CONCEPT

An Aircraft Maintenance Facility Operator (“Maintenance Operator”) is a person, firm, corporation or other entity providing maintenance, repair, rebuilding, alteration or inspection of an aircraft or any of its component parts. A Maintenance Operator must provide certified A&P/AI personnel certified by the Federal Aviation Administration under FAR 65 to perform aircraft maintenance and inspection services. This category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

MINIMUM STANDARDS

1. Land

The Maintenance Operator shall lease land directly from the Authority or from an FBO to provide space for all buildings and support facilities proposed by the Maintenance Operator; paved private auto parking; paved aircraft apron (if required); a paved taxiway connecting to the airport taxiway system (if needed); a paved pedestrian walkway; and all storage facilities.

2. Hangars and Shops

The Maintenance Operator shall lease or construct a hangar including shop facilities of at least 7,000 square feet to conduct its business.

3. Aircraft Apron

The Maintenance Operator shall lease or construct at least 14,000 square feet of paved aircraft parking and storage area to support its activities.

4. Aircraft Service Equipment

- a. The Maintenance Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers. This may be satisfied by a Just in Time Contract with a parts supplier.
- b. If the Maintenance Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any aircraft the Maintenance Operator is permitted to service under its FAA certificate.

5. Hours of Operation

- a. The Maintenance Operator shall be open and services available at least eight (8) hours a day, five (5) days a week.
- b. The Maintenance Operator shall provide for services during off-hours through an “on-call” system with a reasonable response time.

6. Personnel and Training

- a. The Maintenance Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet these Minimum Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating, plus one (1) additional person not necessarily rated.
- b. The Maintenance Operator shall maintain during business hours a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Maintenance Operator.
- c. All employees will be in uniform with the name of the company prominently displayed.

7. Lease Agreement

- a. The Maintenance Operator shall execute a lease or permit agreement with the Authority and sublease with an FBO approved by the Authority which shall specify which types of aeronautical services the Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority.
- b. The requirements of 1-3 above may be satisfied by an approved sublease of space with an FBO to provide the service.
- c. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at the Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list

8. Required Fees and Payments

As specified in the Permit or Lease agreement with the Authority, as applicable

SECTION 16

MOBILE AIRCRAFT REPAIR AND MAINTENANCE SERVICES

STATEMENT OF CONCEPT

A mobile Aircraft Repair and Maintenance Services Operator (“Mobile Repair Operator”) means a person providing one or more of the following services at the aircraft-based location: airframe, engine, or accessory overhaul; repair services on aircraft; and sales of aircraft parts and accessories. A Mobile Repair Operator must provide A&P/AI personnel certified by the Federal Aviation Administration under FAR 65 to perform aircraft maintenance and inspection services. This

category shall also include the sale of aircraft parts and accessories, but such is not an exclusive right. This category is being included to ensure that customers of the FBO, to the extent approved by the FBO and the Authority, have the ability to choose the entity to conduct maintenance on their aircraft. This category specifically excludes warranty maintenance operations provided by or on behalf of an Original Equipment Manufacturer or Aircraft on Ground situation.

MINIMUM STANDARDS

1. Land

The Mobile Repair Operator is not required to lease any land from an FBO or the Authority but must have an executed agreement with an FBO for access to the leasehold where the aircraft is based. As this category is to provide customer service to the based aircraft, all operations under this category shall occur on the FBO where the aircraft is based.

2. Hangar and Shops

The Mobile Repair Operator is not required to lease any hangar space but must have an executed agreement with an FBO for use of hangar space for maintenance purposes.

3. Aircraft Apron

The Mobile Repair Operator is not required to lease any aircraft apron but must have an executed agreement with an FBO for use of apron for maintenance purposes to support its activities.

4. Aircraft Service Equipment

- a. The Mobile Repair Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories required to support their contract customers. This may be satisfied by a Just in Time Contract with parts supplier.
- b. If the Mobile Repair Operator is involved with moving aircraft, they shall have, or lease, at least one aircraft tug of sufficient power or braking weight to handle any aircraft the Maintenance Operator is permitted to service under its FAA certificate.

5. Hours of Operation

- a. The Mobile Repair Operator shall be “on-call” with a reasonable response time to the Airport.

6. Personnel and Training

- a. The Mobile Repair Operator shall have in its employ, and on duty during operating hours, trained personnel in such numbers as are required to meet these Minimum Standards in a safe and efficient manner, but never less than one (1) person currently certified by the FAA with ratings appropriate to the work being performed, and who holds an airframe/power plant and an aircraft inspector rating.
- b. The Mobile Repair Operator shall maintain during operating hours a responsible person in charge to supervise its operations on the Airport and with the authorization to represent and act for and on behalf of the Maintenance Operator. This person may be located off-site.
- c. All employees will be in uniform with the name of the company prominently displayed.

7. Permit Agreement

- a. The Mobile Repair Operator shall execute a permit agreement with the Authority and a vendor agreement with an FBO approved by the Authority which shall specify which types of aeronautical services the Mobile Repair Operator is authorized to provide, and shall contain, if applicable, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority. The Mobile Repair Operator shall provide the Authority with its vendor agreement with the FBO together with its Permit application under these Minimum Standards.
- b. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at the Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

8. Required Fees and Payments

As specified in the Permit or Lease Agreement with the Authority, as applicable.

9. Limitation on Mobile Repair Operator Services

The following limitations apply to Mobile Repair Operators:

- a. Mobile Repair Operators shall not advertise that they are based at the Airport

SECTION 17

GENERAL AVIATION AIRCRAFT CLEANING, WASHING AND DETAILING

STATEMENT OF CONCEPT

General Aviation Aircraft Cleaning, Washing and Detailing (“ACWD”) is a for profit corporation which provides aircraft cleaning, washing, and detailing at set rates for general aviation aircraft. This activity is likely to occur on any area typically used for General Aviation activities.

MINIMUM STANDARDS

1. Land

The ACWD may lease directly from the Authority or from an FBO sufficient land to provide space for the needs of the ACWD based on the size of its operation.

2. Hangars

The ACWD may lease hangar space directly from the Authority or from an FBO, but no minimum is required.

3. Hours of Operation

The ACWD’s hours of operation shall be appropriate for its activities and clients.

4. Personnel

The ACWD shall have in its employ at least one (1) manager who is onsite when work is being conducted and who is available via telephone or electronic means during normal business hours.

5. Permit Agreement

- a. The ACWD shall execute a permit agreement with the Authority and shall contain, if applicable, provisions for fees payable to the Authority, insurance, indemnification, environmental requirements and a security deposit or other form of contract security as required in these Standards acceptable to the Authority.
- b. Each Operator shall provide the Authority, with a list of each entity or airline it intends to serve at the Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above.

6. Required Fees and Payments

As specified in the Permit or Lease Agreement with the Authority, as applicable.

SECTION 18

**SPECIALIZED AERONAUTICAL SERVICE OPERATOR
SECURITY SERVICES**

A Security Services Operator is a person, firm, corporation, or other entity that engages in providing security services to an airline or charter operator which can include, but not be limited to, the following services:

- a. Provide for and/or arrange for matching of passengers against established data
- b. Security questioning
- c. Provide for and/or arrange screening of checked, transferred, or mishandled baggage
- d. Provide for and/or arrange for the screening of passengers prior to boarding
- e. Provide for and/or arrange positive baggage ID by passengers and offloading baggage for passengers who fail to board
- f. Provide for and/or arrange control of access to cargo facility, screening of cargo and mail, physical
- g. Provide for and/or arrange for access control, supervision, sealing of food trolleys, examination of food trolleys, sealing of catering vehicles all relating to catering
- h. Provide for and/or arrange for access control to the ramp and aircraft

MINIMUM STANDARDS

1. Facilities

A Security Services Operator shall lease space to provide for storage of ramp equipment and all equipment required to provide the service when it is not in use.

2. Equipment

A Security Services Operator shall maintain equipment in sufficient quantities and type to provide the services desired by the airline and to service all aircraft used by the airline at the Airports.

3. Hours of Operation

A Security Services Operator shall have services available as required by the airline or any other tenant using the services.

4. Personnel

- a. One General Manager, with appropriate experience, on duty during regular business hours. At least one Supervisor, with appropriate experience, on duty when customer's aircraft is on the ground.
- b. All personnel shall be properly uniformed with the company name prominently displayed.

5. Permit Agreement.

- a. Each Operator shall execute a Permit Agreement with the Authority and provide the Authority with all necessary documents and deposits as outlined in the Permit Agreement.
- b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at each Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

6. Required Fees and Payments.

As specified in the Permit or Lease Agreement with the Authority, as applicable.

SECTION 19

SPECIALIZED AERONAUTICAL SERVICE OPERATOR
MULTIPLE AERONAUTICAL SERVICES

STATEMENT OF CONCEPT

This section is applicable to any Specialized Aeronautical Service Operator that engages in any two (2) or more of the specialized aeronautical services for which Minimum Standards have been developed. The retail sale of aviation fuels and lubricants are not allowed under this category. These activities are reserved solely for Fixed Base Operators and Manufacturer Major Service Center, as set forth in Section 5 and Section 8, respectively, of this document.

MINIMUM STANDARDS

1. Land

If required by the Standards, this Operator shall lease, either from the Authority or sublease from another tenant, subject to the approval of the Authority, an area that is equal to the total area required by the sum of the land area requirements under the individual specialized services the Operator is providing.

2. Hangars and Other Buildings

If required by the Standards, this Operator shall lease or construct hangar facilities providing a total square footage that is equal to the total area required by the sum of the hangar size required under the individual specialized services the Operator is providing.

3. Aircraft Apron

If required by the Standards, this Operator shall lease or construct paved aircraft parking apron that provides a total square footage that is equal to the total area required by the sum of the apron area required under the individual specialized services the Operator is providing.

4. Hours of Operation

The Operator shall maintain the longest hours of operation required elsewhere in these Minimum Standards for the aeronautical service being provided.

5. Personnel

The Operator shall have in its employ and on duty during the appropriate business hours, uniformed, trained personnel in such numbers as are required to meet the Minimum Standards for the aeronautical services to be provided. Multiple responsibilities may be assigned to meet the personnel requirements for each specialized aeronautical service being performed.

6. Equipment

The Operator shall provide the facilities, equipment and services required to meet the Minimum Standards for the aeronautical services provided.

7. Permit Agreement

- a. All Operators shall execute a Permit Agreement with the Authority and provide the Authority with all the necessary documents and deposits as outlined in the Permit Agreement.
- b. Each Operator shall provide the Authority, with a list of each airline it intends to serve at each Airport and include each type of service it intends to provide. Each Operator shall advise the Authority within five (5) working days of any changes in the above list.

8. Required Fees and Payments.

As specified in the Permit or Lease Agreement with the Authority, as applicable.

SECTION 20

SPECIALIZED AERONAUTICAL SERVICE OPERATOR OTHER SERVICES

STATEMENT OF CONCEPT

The purpose of this section is to address the activities which, by nature of the operation or service, are not directly associated with aeronautical activities, or services that are too specialized to reasonably permit the establishment of specific minimum standards for each. When services are proposed which do not fall within the categories in this document, minimum standards will be developed on a case-by-case basis if needed, taking into consideration the desires of the proponent, the needs of the Authority, and the need for such service at each Airport.

All companies intending to provide services at each Airport must have the appropriate insurance coverage and a Permit Agreement, License or Lease Agreement with the Authority before they will be allowed to do business on the property.

SECTION 21

FLYING CLUBS

STATEMENT OF CONCEPT

A Flying Club (Club) unites and provides a group of member pilots with one or more aircraft for flight training and recreational flying. Members usually pay an initiation fee and monthly dues, and in return have access to the Club's aircraft fleet, ground-training facilities, and flight training. Clubs are organized for the express purpose of providing its members with aircraft(s) for their personal use and enjoyment only.

MINIMUM STANDARDS

1. Non-Profit Organization

Each Club must be registered as a non-profit organization.

2. Ownership of Aircraft

Each Club member must be a bona fide co-owner of the aircraft or stockholder in the corporate organization.

3. Revenue

The Club must not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft.

4. Membership

The Club will maintain and keep current a complete list of the Club's membership and the investment share list will be made available to the Authority upon request.

5. Commercial Operations

The Club's aircraft will only be used by bona fide members and will not be used by anyone for commercial activity.

6. Non-Members

Club aircraft shall not be used by non-members

7. Member Compensation

No member of a Club shall receive compensation for services provided for such Club or its members.

8. Student Instruction

Flight instruction can be given in Club Aircraft to Club members only, provided such instruction is given by an FAA Certified Flight Instructor who is properly insured to conduct flight instruction. All flight instructors working under a Club shall register as a vendor with the Authority.

9. Aircraft Maintenance

Aircraft maintenance performed by a Club shall be limited to only that maintenance that does not require a certificated mechanic or by a properly certificated mechanic who is a Club member and does not receive remuneration in any manner for such service. All other maintenance must be provided by an FBO or SASO based at the Airport who provides such service.

10. Safety Regulations

The Club shall conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and any and all other applicable governmental safety regulations.

11. Facilities

The Club shall lease sufficient space for its operation which may be as small as one tie-down location.

12. Lease Agreement

Each Club shall execute either a permit agreement with the Authority and sublease with an FBO or a lease agreement with the Authority which shall contain insurance, indemnification, environmental requirements and financial terms and security as required by the Authority.

SECTION 22

FOR PROFIT FLYING CLUBS

STATEMENT OF CONCEPT

A For Profit Flying Club (FPFC) is a for profit entity that offers membership to individuals that provide aircraft rental and instruction to members at set rates.

MINIMUM STANDARDS

1. Land

The FPFC shall lease directly from the Authority or from an FBO sufficient land to provide space for the needs of the FPFC based on its size.

2. Hangars

The FPFC may lease hangar space directly from the Authority or from an FBO but no minimum is required.

3. Hours of Operation

The FPFC's hours of operation shall be appropriate for its activities and members.

4. Personnel

The FPFC shall have in its employ at least one flight instructor who (i) is properly certificated by the FAA to provide flight instruction for the types of aircraft available for use and (ii) is registered as a vendor with the Authority.

5. Ownership of Aircraft

Aircraft may be owned or leased by the FPFC and each operator of an FPFC aircraft shall be a member of the FPFC.

6. Membership

The FPFC will maintain and keep current a complete list of the FPFC membership. The FPFC membership list will be made available to the Authority upon request.

7. Student Instruction

Flight instruction can be given in FPFC aircraft to FPFC members only, provided such instruction is given by an FAA Certified Flight Instructor who is properly insured to conduct flight instruction.

8. Safety Regulations

The FPFC shall conduct all maintenance and repair operations in accordance with the National Fire Protection Association, and all other applicable governmental safety regulations.

9. Lease Agreement

Each FPFC shall execute either a permit agreement with the Authority and sublease with an FBO or a lease agreement with the Authority which shall contain insurance, indemnification, environmental requirements and financial terms and security as required by the Authority.

The requirements of subparagraphs 1 and 2 above may be satisfied by FPFC's sublease of facilities from an FBO. Because of operational efficiencies of utilizing an FBO leasehold (existing terminal, parking, restrooms, apron etc.) the sublease may allow for less land, hangars, shop and apron than if the FPFC were to lease directly from the Authority.

Each FPFC shall provide the Authority with a signed copy of all agreements or contracts with an FBO currently serving the Airport.

10. Required Fees and Payments

The exact fees and payments due the Authority will be determined based on the adopted rates and charges for the Airport and incorporated into the permit agreement, lease or sublease.

SECTION 23

FLIGHT ACADEMY

STATEMENT OF CONCEPT

A Flight Academy (Flight Academy) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students while enrolled in the flight training curriculum at a facility on land leased directly from the Authority. The Flight Academy further

provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved. The Flight Academy category is meant to apply to large scale flight training operations that are fully self-contained.

MINIMUM STANDARDS

1. Land

The Flight Academy shall lease an area of not less than one and one-half acres of land to provide space for the following:

- a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA.
- b. All storage, public restrooms, and support facilities
- c. Paved and lighted aircraft apron
- d. Paved and lighted private vehicle parking
- e. Paved pedestrian walkway
- f. Public access to a designated area of the site
- g. Storage and display of aircraft

2. Buildings

At a minimum, the Flight Academy shall lease or construct 3,000 square feet of total building improvements properly lighted and heated building area for combined offices, support space, classrooms and public restrooms.

3. Hangar

The Flight Academy may construct hangar facilities, but is not required to so.

4. Aircraft Apron

At least 15,000 square feet of paved and lighted aircraft parking apron shall be provided by the Flight Academy within its leasehold to support aircraft tie down spaces, and aircraft movement. The amount of paved and lighted aircraft parking apron shall be adjusted based on the size of the fleet of aircraft to ensure safe and efficient operation of the Airport.

5. Vehicle Parking

Within its leasehold, the Flight Academy will provide sufficient paved spaces as approved by the Airport and meeting local building codes. No on-street parking will be permitted. The parking lot shall include security lighting.

7. Taxiway Access

The Flight Academy at its own expense shall provide paved access from its facilities to the airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft type anticipated to use the Flight Academy's facilities.

8. Lease Agreement

- a. Each Flight Academy shall execute a lease agreement directly with the Authority, and shall contain insurance, indemnification, environmental and financial conditions acceptable to the Authority.

- b. The requirements of subparagraphs 1 through 5 above may not be satisfied by a Flight Academy's sublease of facilities from an FBO.
- c. Each Flight Academy shall provide the Authority with a signed copy of all agreements or contracts with commercial customers serving the Airport.

9. Hours of Operation

Weather permitting, the Flight Academy shall have its facilities open and services available no less than eight hours daily, five days a week. The Flight Academy shall make provisions for someone to be in attendance in the office at all times during the required operating hours.

10. Personnel

The Flight Academy shall have in its employ, on a full-time basis, at least one flight instructor who is properly certificated by the FAA to provide the type of training requested. The Flight Academy shall also provide at least one current, properly certificated flight instructor who is available on a part-time on-call basis. The Flight Academy's facility shall be certificated by the FAA as a flight school. During all business hours, the Flight Academy shall maintain a responsible person, who is in charge of supervising Flight Academy's operation at the Airport with the authorization to represent and act for and on behalf of the Flight Academy.

11. Aircraft

The Flight Academy shall have available for use in flight training, either owned or under exclusive written lease to the Flight Academy, not less than three properly certificated aircraft, at least one of which must be a twin-engine aircraft fully equipped for flight instruction. One of the required aircraft must be equipped and capable for use in instrument flight instruction.

12. Equipment and Facilities

The Flight Academy shall provide classroom facilities for at least 10 students, and be equipped with adequate mock-ups, pictures, or other visual and effective ground school instruction aids. All materials, supplies and training methods must meet FAA requirements for the type of training offered. The Flight Academy shall maintain a current or provisional FAA 141 Certificate.

13. Safety Regulations

The Flight Academy shall conduct all maintenance and repair operations in accordance with the National Fire Protections Association, and all other applicable governmental safety regulations.

SECTION 24

FLIGHT SCHOOL

STATEMENT OF CONCEPT

A Flight School (Flight School) engages in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, exclusively to current students on or at a facility on land subleased from an FBO. The Flight School further provides such related ground school instruction to its currently enrolled students necessary in preparation for taking a written examination and flight

check ride for the category or categories of pilot's licenses and ratings involved. The Flight School category is meant to apply to small scale flight training operations.

MINIMUM STANDARDS

1. Land

The Flight School shall lease an area of land sufficient to provide space for the following, based on its proposed operation:

- a. Airside security improvements including access control equipment to secure personnel and vehicle access to and from the AOA
- b. All storage, public restrooms, and support facilities
- c. Paved and lighted aircraft apron
- d. Paved and lighted private vehicle parking
- e. Paved pedestrian walkway
- f. Public access to a designated area of the site
- g. Storage and display of aircraft

2. Buildings

At a minimum, a Flight School shall lease 2,000 square feet of total building improvements properly lighted and heated building area for combined offices, support space, classrooms and public restrooms.

3. Aircraft Apron or Hangar

Paved and lighted aircraft parking apron shall be provided by the Flight School to support aircraft tie down spaces and movement commensurate with the size of its operation.

4. Vehicle Parking

The Flight School will provide sufficient paved spaces from the FBO.

5. Taxiway Access

The Flight School shall utilize the FBO's paved access from its facilities to the airport's taxiway system. Such taxiway access shall meet all applicable Airport and FAA standards for the largest aircraft anticipated to use the Flight School's facility.

6. Lease Agreement

Each Flight School shall execute either a permit agreements with the Authority and sublease with an FBO or a lease agreement with the Authority all of which shall contain insurance, indemnification, environmental and financial requirements acceptable to the Authority.

The requirements of subparagraphs 1 through 5 above may be satisfied by a sublease from an FBO. Because of operational efficiencies of utilizing an FBO leasehold (existing terminal, parking, apron etc.) the sublease may allow for less land, hangars, shop and aircraft apron than if the Flight School were to lease directly from the Authority.

Each Flight School shall provide the Authority with a signed copy of all agreements or contracts with commercial customers currently serving the Airport.

7. Hours of Operation

The Flight School shall be available via telephone or electronic means no less than eight hours a day, five days a week.

8. Personnel

The Flight School shall have in its employ, on a full-time basis, at least one flight instructor who is properly certificated by the FAA to provide the type of training requested. The Flight School shall also provide at least one current, properly certificated flight instructor who is available on a part-time on-call basis. During all business hours, the Flight School shall maintain a responsible person, who is in charge of supervising Flight School's operations at the Airport with the authorization to represent and act for and on behalf of the Flight School.

9. Aircraft

The Flight School shall have available for use in flight training, either owned or under exclusive written lease to Flight School, not less than two aircraft, fully equipped for flight instruction. One of the required aircraft must be equipped and capable for use in instrument flight instruction. Copies of any lease agreements for aircraft not owned by Flight School shall be kept on file at Flight School's premises and made available, upon request, for Authority review.

10. Equipment and Facilities

The Flight School shall provide facilities sufficient to meet the training requirements for the type of training offered. The Flight School shall maintain a current FAA Part 61 Certificate.

11. Required Fees and Payments

The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into any agreement between the Flight School and the Authority

SECTION 25

BANNER TOWNING

STATEMENT OF CONCEPT

Banner towing is the business of advertising through an aircraft pulling a banner supported by a temporary framework attached externally to the aircraft and towed behind the aircraft.

MINIMUM STANDARDS

1. Pick up and Drop-off of Banners

Pickup and drop-off of banners must occur on specific areas designated by Airport which may be changed from time to time.

2. Authority's Reserved Rights

- a. In the interest of protecting public safety and minimizing the impact of noise caused by banner towing operations, the Authority reserves the right to reasonably specify areas

over which persons engaged in banner towing operations may not operate on the airfield.

- b. The Authority reserves the right to suspend the banner towing operations of any person at any time that the Director of Airports of the Authority determines that continued banner towing operations pose an immediate threat to public safety.
- c. It shall be the responsibility of a person permitted to conduct banner towing operations at Airport to coordinate its use of the banner pickup and drop-off area. However, the Authority reserves the right to allocate use of the banner pickup and drop-off area among persons engaged in banner towing operations on a reasonable basis.

3. Banner Towing Route

All banner towing activities must follow standard airport activity patterns as closely as possible. Ground crews serving banner towing operations must use the route designated by Airport and only remain on designated pickup and drop-off areas.

4. Banner Pickup and Drop-off Area in "AS IS" Condition

The banner pickup and drop-off area shall be used by persons engaged in banner towing on a "AS IS" basis. The Authority shall not be responsible for any damage to any aircraft or equipment used in banner towing operations which is caused by the condition of such area.

5. Limited Number of Persons in Aircraft

There shall be no more than one passenger in any aircraft engaged in banner towing and such passenger must be a licensed pilot.

6. Airfield Use Agreement

Each banner towing operator shall enter into such agreements for the use of the airfield and storage space at the Airport commensurate with the size of its operation.

7. Required Fees and Payments

The exact fees and payments will be determined based on the adopted rates and charges for the Airport and incorporated into all Agreements with the banner towing operator and the Authority.

SECTION 26

FEDERAL REQUIREMENTS

Each Agreement shall contain the following provisions, as such provisions may be amended by the Federal Government.

- A. Each Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority, the Airports and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by any provision of the Federal Aviation Act, as amended, or any future acts affecting the operation or maintenance of the Airport. Any provision inconsistent with the provision of such agreement or assumption of control by the United States, shall be suspended.

- B.** All facilities located on the Airports and developed with federal financial assistance and all facilities usable for landing and taking off of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times, without charge, except if the use by government aircraft is substantial.
- C.** All entities using the Airport and subject to these Minimum Standards shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates and other similar types of price reductions to volume purchasers, if permitted by law.
- D.** As a condition of the use of Airport property, each entity subject to these Minimum Standards shall undertake an affirmative action program as required by FAA regulations to ensure that no person shall on the grounds of race, creed, color, national origin, sex or handicap be excluded from participation in any employment activities covered by the regulations. Each entity shall require that its covered suborganizations provide assurances that they will similarly undertake affirmative action programs.

RESOLUTION NO. 00-26-11

A RESOLUTION OF THE TITUSVILLE-COCOA AIRPORT AUTHORITY APPROVING AND ADOPTING UPDATED MINIMUM OPERATING STANDARDS FOR SPACE COAST REGIONAL AIRPORT, MERRITT ISLAND AIRPORT, AND ARTHUR DUNN AIRPARK; AUTHORIZING THE DIRECTOR OF AIRPORTS TO IMPLEMENT AND ADMINISTER THE MINIMUM OPERATING STANDARDS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT STANDARDS OR POLICIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Titusville-Cocoa Airport Authority owns and operates Space Coast Regional Airport, Merritt Island Airport, and Arthur Dunn Airpark; and

WHEREAS, the Airport Authority is responsible for the safe, efficient, orderly, and financially sustainable operation of its airport system; and

WHEREAS, the Airport Authority has determined that Minimum Operating Standards are necessary and appropriate to establish consistent requirements for commercial aeronautical activities conducted on Airport Authority property; and

WHEREAS, the Minimum Operating Standards are intended to promote safety, protect the public investment in airport facilities, support compliance with applicable federal, state, and local requirements, and provide a fair and consistent framework for aeronautical service providers, tenants, licensees, and commercial operators; and

WHEREAS, staff has reviewed and updated the Minimum Operating Standards for Space Coast Regional Airport, Merritt Island Airport, and Arthur Dunn Airpark; and

WHEREAS, the Board of the Titusville-Cocoa Airport Authority desires to approve and adopt the updated Minimum Operating Standards and authorize the Director of Airports to implement and administer said standards on behalf of the Airport Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE TITUSVILLE-COCOA AIRPORT AUTHORITY, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Adoption. The Titusville-Cocoa Airport Authority hereby approves and adopts the updated Minimum Operating Standards for Space Coast Regional Airport, Merritt Island Airport, and Arthur Dunn Airpark, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. Implementation and Administration. The Director of Airports is hereby authorized to implement, administer, and enforce the Minimum Operating Standards on behalf of the Titusville-Cocoa Airport Authority, including the review of proposed commercial aeronautical activities, lease and license requests, insurance requirements, operating requirements, and tenant or operator compliance matters.

Section 4. Prior Inconsistent Standards or Policies. Any prior minimum operating standards, policies, procedures, or other actions of the Airport Authority that are inconsistent

with the updated Minimum Operating Standards approved by this Resolution are hereby repealed or superseded to the extent of such inconsistency.

Section 5. Authority to Make Administrative Updates. The Director of Airports is authorized to make non-substantive administrative updates to the Minimum Operating Standards, including formatting, numbering, typographical corrections, and similar administrative changes, provided such changes do not materially alter the intent or requirements approved by the Board.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Titusville-Cocoa Airport Authority this 18th day of June, 2026.

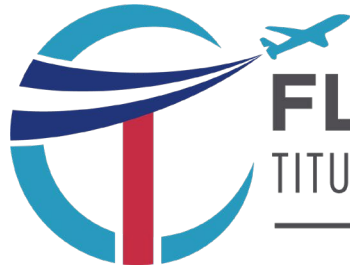
TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____

John Craig, Chairman

ATTEST:

Brad Whitmore, Vice Chairman



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

REPORT

DIRECTOR OF AIRPORTS



MEMORANDUM

DATE: June 18, 2026

TO: Airport Authority Board Members

FROM: Kevin Daugherty, AAE
Director of Airports

SUBJECT: Director's Report

Business Development

Discussions with **Project Forge** continue. The aerospace company is still working through due diligence on the Authority-owned parcel located adjacent to State Road 407 at Space Coast Regional Airport. Forge is reviewing zoning, wetlands, access points, and initial conceptual site layouts for the property. The company intends to make a decision this month.

Staff continues to work with **Helicon Chemical Company**, based in Orlando. As previously discussed, Helicon develops custom high-performance composite materials for a variety of industries, including aerospace applications. We have drafted a ground lease agreement and finalized negotiations with Helicon leadership for approximately four acres of unimproved property at Space Coast Regional Airport. We intend to present the agreement for Board approval at the June 18th meeting.

Staff, Airport Engineer, and General Counsel recently met with **Williams Field Services Group** regarding a potential natural gas transportation pipeline project in Brevard County. The project is advancing through the due diligence phase and will involve Authority-owned property as it makes its way to Kennedy Space Center. Williams is evaluating potential routes and conducting an appraisal of the property.

Staff requested and attended a pre-development meeting with the City of Titusville to discuss a potential 60x60 box hangar for **First Flight**, (Health First medevac aircraft). Staff reviewed the project with City planning, utilities, and engineering staff and requested preliminary feedback before moving forward with a formal submittal.

Staff also participated in City Council meetings regarding the City of Titusville's proposed amendment to the **Planned Industrial Development** zoning district regulations. The proposed ordinance would expand allowable uses to include aerospace and defense-related research and manufacturing, as well as light manufacturing. This is a positive step for future aerospace and advanced manufacturing opportunities in North Brevard.

Staff met with the new **SpaceX** External Affairs Manager for an introductory discussion regarding opportunities at Space Coast Regional Airport and Exploration Spaceport.

Staff recently met with **High Wing Flight Training** to discuss their current operations and any airport-related needs. High Wing indicated they are happy with the Authority and the facilities at the airport (former Administrative Building). Staff also discussed potential upcoming training opportunities for their team and will continue to coordinate with them moving forward.

Staff is working with **Blue Origin** consultants to identify potential locations for future manufacturing and bulk outdoor storage operations. The discussions are preliminary and include available land, access, utilities, and compatibility with surrounding airport uses. Staff will continue to coordinate with the consultants as they further define the project requirements and evaluate whether Authority-owned property may be suitable.

Staff continues to coordinate updates to the Authority's website (flyspacecoast.org). The goal is to improve the information available to tenants, prospective developers, and the public regarding our airports, available property, tenant resources, and ongoing airport projects.

Real Estate

Staff is working on the potential fee simple acquisition of a **34-acre County-owned parcel** along Shepard Drive. The parcel abuts Authority-owned property that is planned for a future phase of the Space Coast Innovation Park development. The acquisition would support the Authority's long-term planning and future development efforts. Staff is coordinating with Brevard County Planning Department and Space Florida regarding next steps and potential funding.

Community Outreach / Meetings

Staff attended the FloridaCommerce **Gateway Advisory Council** meeting in Miami on June 1st. A majority of this quarterly meeting focused on Foreign Trade Zones throughout the State of Florida. Staff continues to participate in these meetings to keep the Authority's airports and spaceport engaged in statewide economic development discussions.

Staff also attended the quarterly Central Florida Aviation System Planning Process meeting. The meeting provided updates on regional aviation planning, airport development activity, and coordination among Central Florida airports and aviation stakeholders. Participation in CFASPP remains important as the Authority continues to plan for future airport improvements and regional aviation demand.

Personnel Changes

The Authority recently made several staffing changes which included promoting Christy Kinard to **Deputy Director of Airports**. Christy will assist with the administration and management of the Authority's three airports and spaceport, including finance, administration, operations coordination, grants, leases, capital projects, tenant relations, and other assigned responsibilities. These changes provides additional continuity for the organization and better reflects the level of activity currently taking place across the airport system.

Upcoming Meetings

- Titusville Chamber of Commerce Executive & Board Committee
- Space Coast Transportation Planning Organization - Technical & Citizens Advisory Meeting
- Space Coast Transportation Planning Organization - Governing Board Meeting



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

REPORT

DEPUTY DIRECTOR OF AIRPORTS

Capital Project Updates

- TIX Challenger Avenue Extension Phase I Construction
- TIX SCIP Site Construction
- TIX Runway 18/36 Rehabilitation
- TIX Air Traffic Control Tower Construction
- TIX Taxiway A Rehabilitation
- TIX Taxiway A Extension
- TIX Fuel Farm
- COI Runway 11/29 Rehabilitation
- COI Taxiway A Rehabilitation
- X21 FBO Apron Rehabilitation
- X21 Fuel Farm and Site Development

PROJECT

TIX Challenger Avenue Extension
Phase I Construction

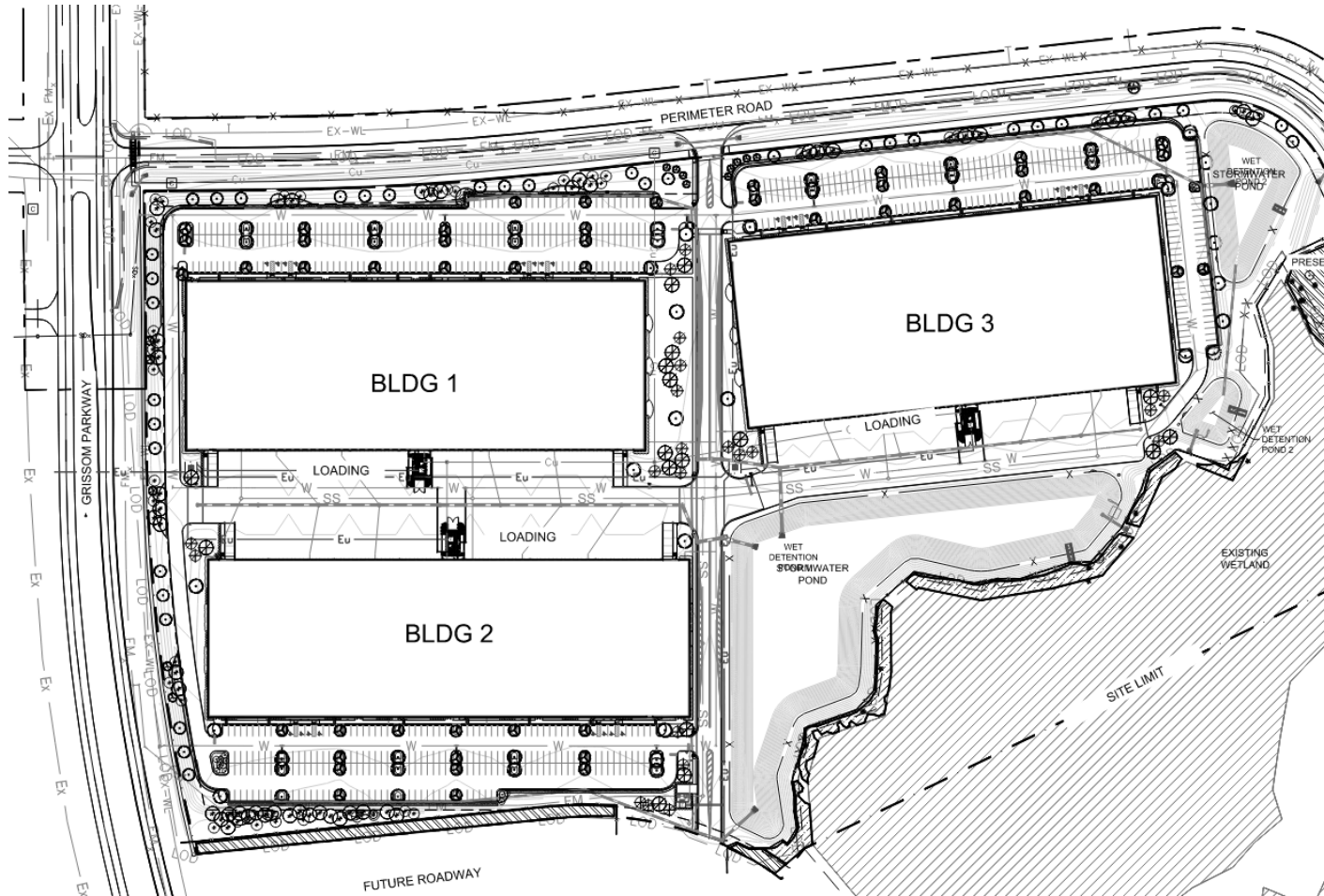
BUDGET

\$8,326,276.00 (Construction)

CURRENT STATUS

- Gopher Tortoises Permitting Underway (36 Burrows)
- COT Pre-Construction Meeting in June
- Construction to start in July





PROJECT

TIX Space Coast Innovation Park
Site Development
Phase I Construction

BUDGET

\$15m (Construction)

CURRENT STATUS

- Grants and Contracts Underway
- COT Pre-Construction Meeting in June
- Relocate Gopher Tortoises in June
- Construction to start in July



PROJECT

TIX Runway 18/36 Rehabilitation

BUDGET

- \$10,332,122
- (90% FAA, 8% FDOT, 2% Local)

CURRENT STATUS:

- Construction and Punchlist Complete.
- Working on closeout items



PROJECT

TIX Air Traffic Control Tower Construction

BUDGET

- \$8,875,000 (\$2,000,000 FAA, 80% FDOT, 20% Local) - Construction

CURRENT STATUS

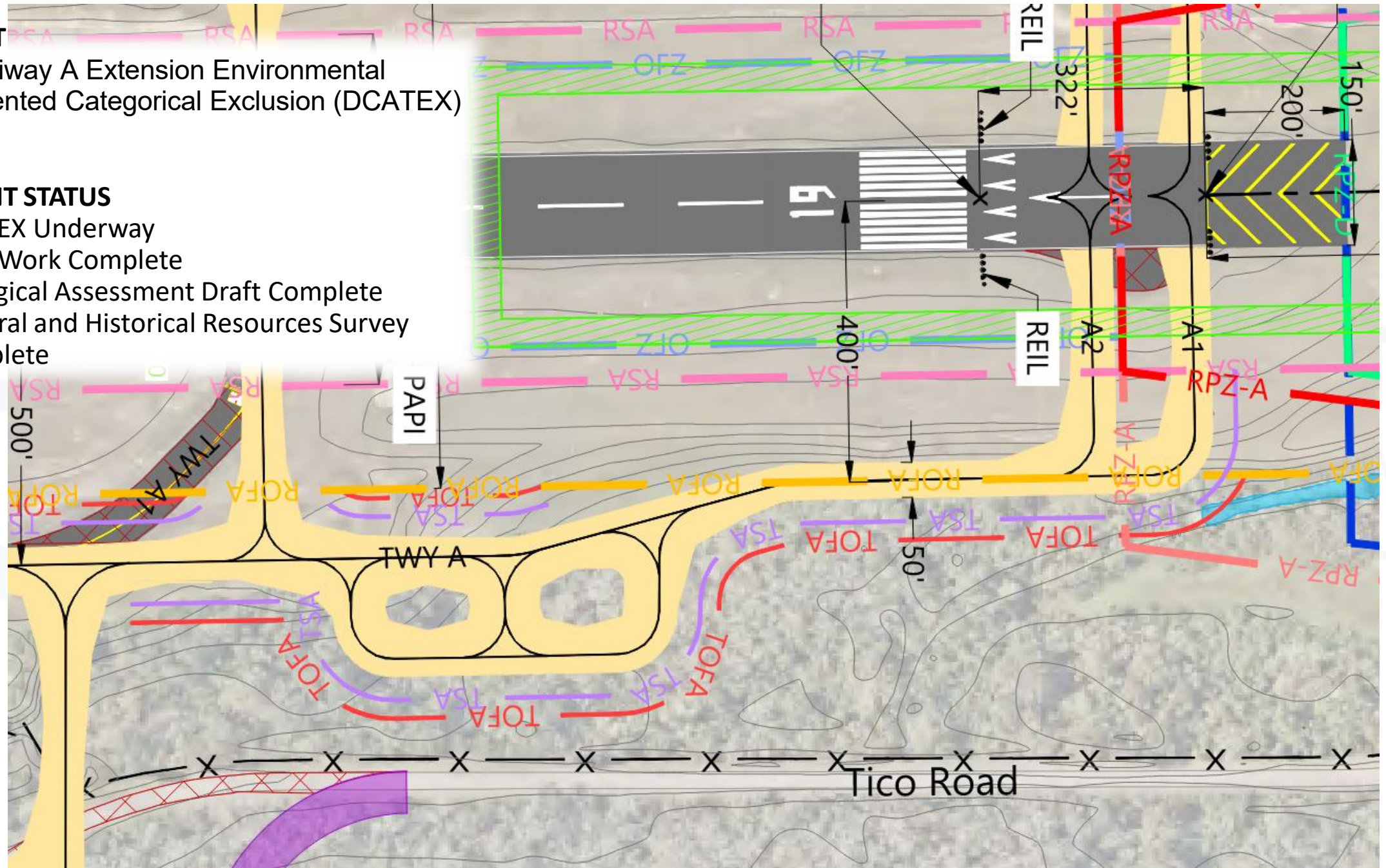
- Tower Window Frames
- Temp Cover Tower Windows
- Rough Electrical
- Rough Plumbing
- Cab Framing/Head Clearance
- Catwalk Railing
- Access Floor
- ACM Panels
- Insulation
- Finish Drywall

PROJECT

TIX Taxiway A Extension Environmental Documented Categorical Exclusion (DCATEX)

CURRENT STATUS

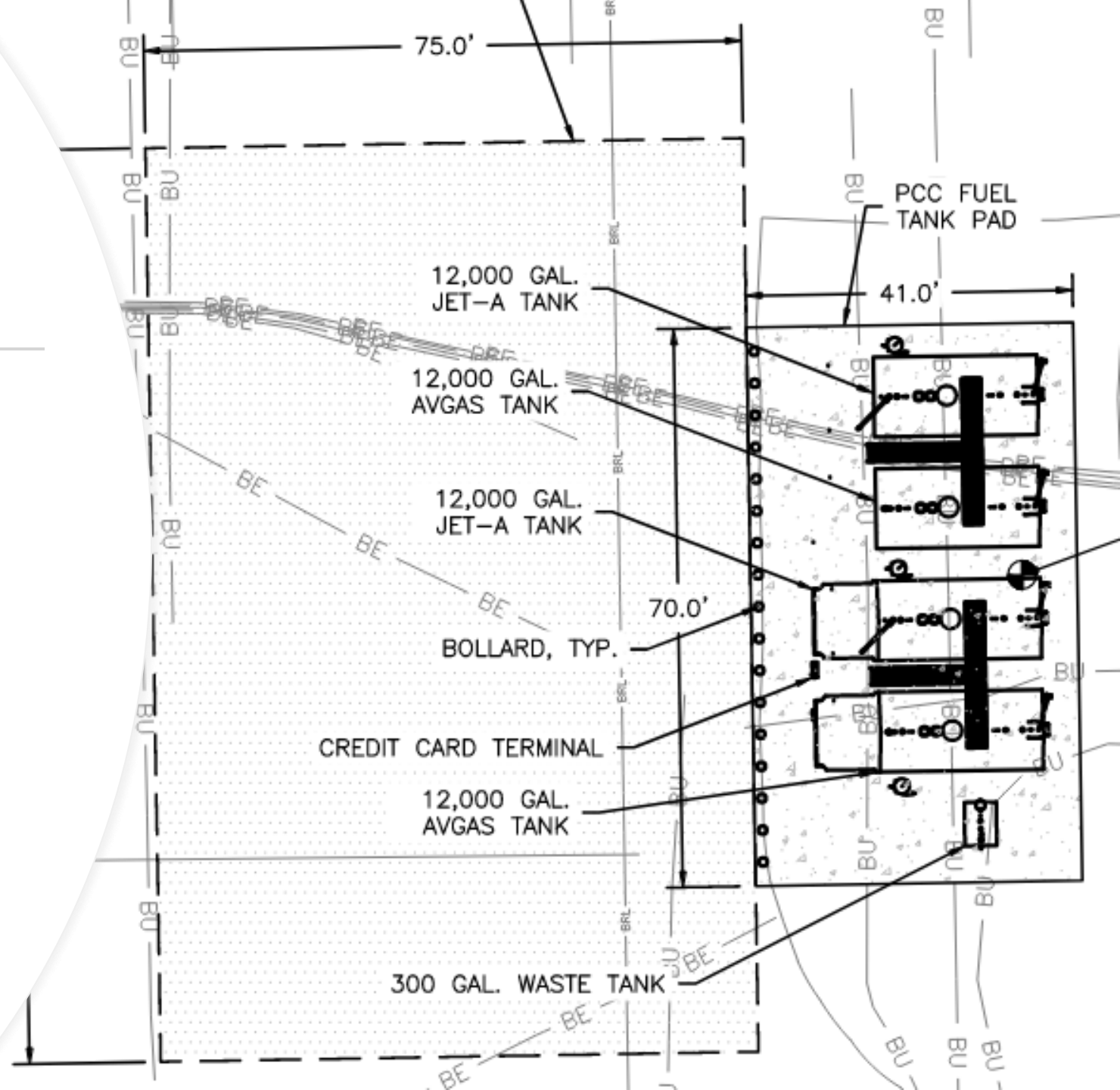
- DCATEX Underway
- Field Work Complete
- Biological Assessment Draft Complete
- Cultural and Historical Resources Survey Complete



PROJECT
TIX Fuel Farm

CURRENT STATUS

- Design 90% Complete
- 100% Design August
- Bidding Fall 2026
- Construction Summer 2027





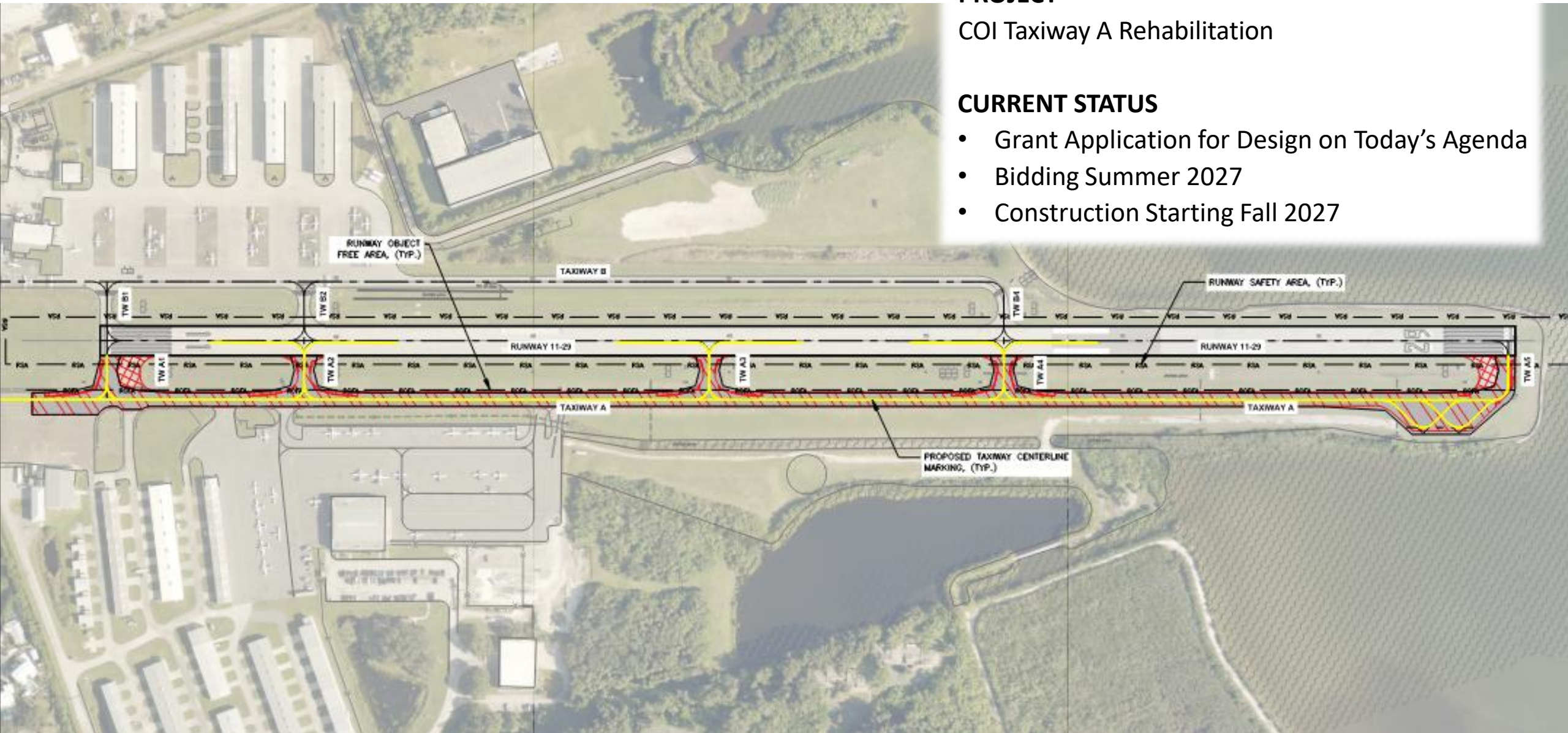
- **PROJECT:** COI Runway 11/29 Rehabilitation
- **BUDGET:** \$5,082,458 (FAA, FDOT, and Local Funding)
- **CURRENT STATUS:** Construction expected August 2026

PROJECT

COI Taxiway A Rehabilitation

CURRENT STATUS

- Grant Application for Design on Today's Agenda
- Bidding Summer 2027
- Construction Starting Fall 2027



PROJECT

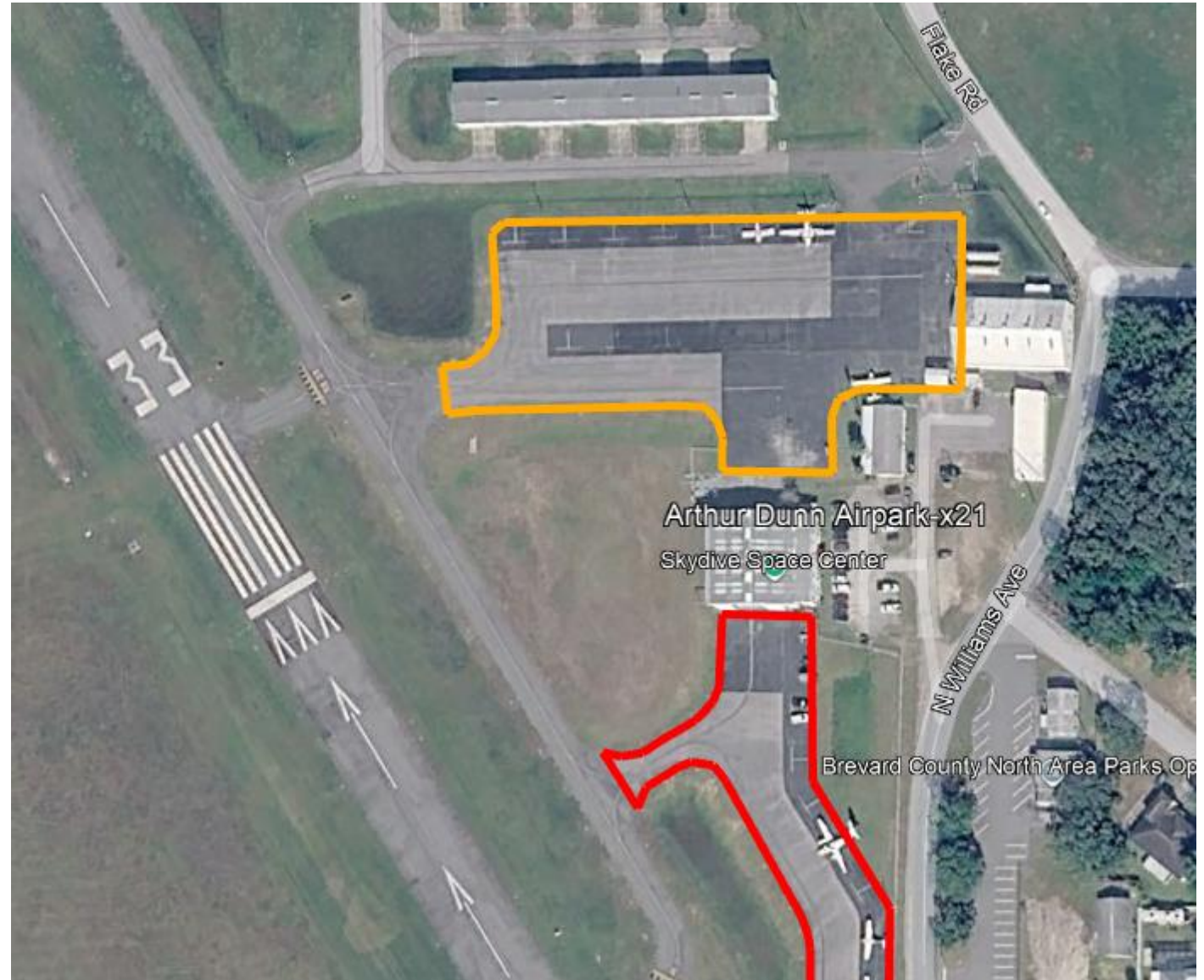
X21 FBO Apron Rehabilitation

BUDGET

\$270,000

CURRENT STATUS

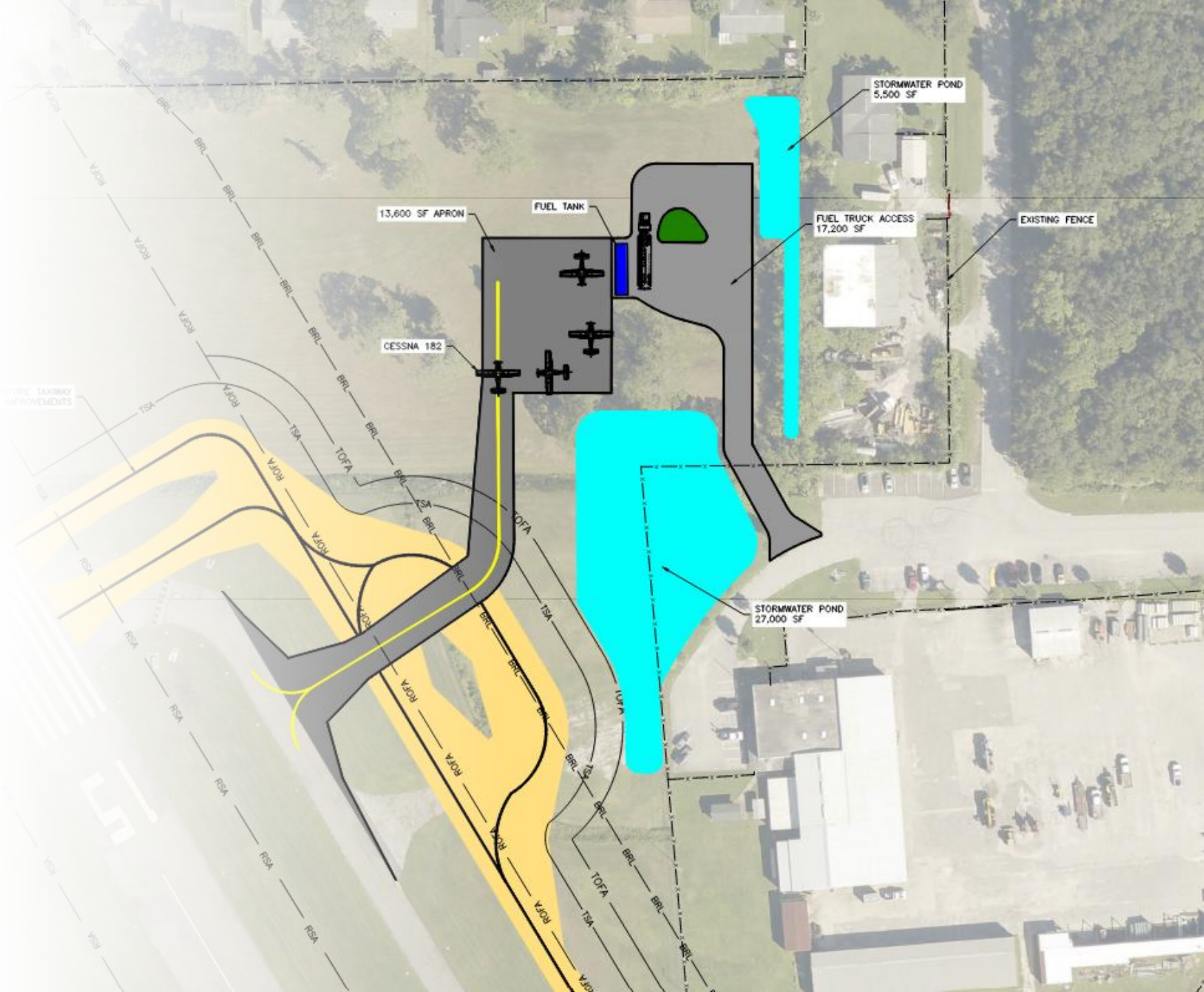
- 30% Design Complete
- Construction grant anticipated in 2027.



PROJECT
X21 Fuel Farm and Site
Development

CURRENT STATUS

- Design 2026
- Bidding Spring 2027
- Construction Fall 2027





AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 208 - ORLANDO, FL 32822-2779
OFFICE: (407) 595-1122 - FAX: (407) 595-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5987
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PROFESSIONAL SEAL

**ARTHUR DUNN AIRPARK
TITUSVILLE, FLORIDA**

**X21 - OVERALL
PROJECT MAP**

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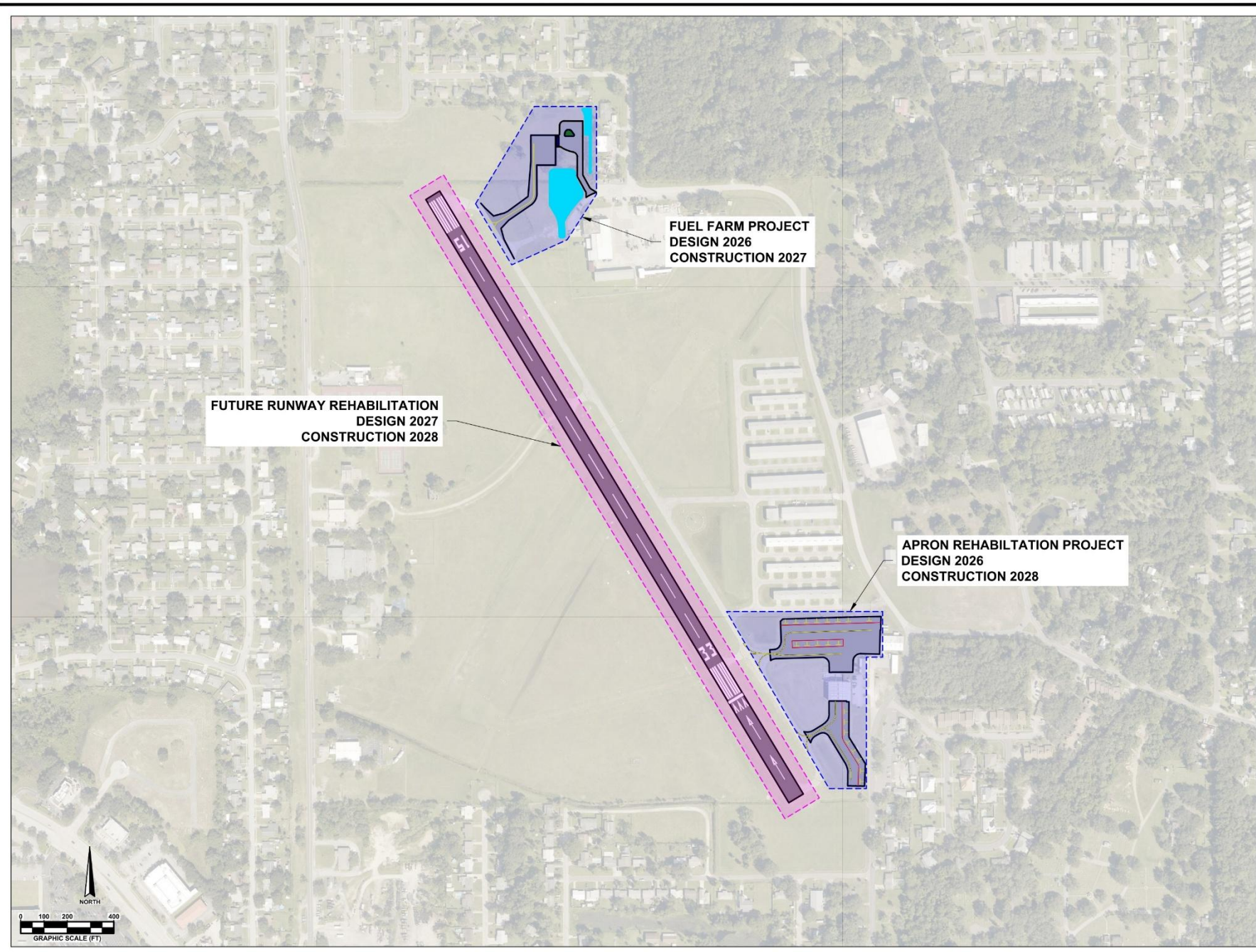
SCALE (FT): GRAPHIC

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY: JWB
DRAWN BY: JWB
CHECKED BY: UO
APPROVED BY: RKH
DATE: JUNE 2026

CADD: X21 OVERALL PROJECT MAP

EX-01



REFS: Exhibit 1b x2604502_pgeom x2604502_permissions x2604502_marking EDS-REV MKR025
in \\atm\atm\X2604502\Titusville-Cocca Airport Authority\CD\ - COC - TIA\X2604502\Overall Project\ Maps\X21\X21

TITUSVILLE COCOA AIRPORT AUTHORITY
May 2026 Check Register

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	8048	05/01/2026	707.84
Amazon Capital services	Bill Pmt -Check	8049	05/01/2026	642.29
AT&T Business	Bill Pmt -Check	8050	05/01/2026	1,728.56
AT&T Internet	Bill Pmt -Check	8051	05/01/2026	85.60
AT&T Mobility	Bill Pmt -Check	8052	05/01/2026	502.35
Brevard Uniform Co	Bill Pmt -Check	8053	05/01/2026	52.60
City of Cocoa	Bill Pmt -Check	8054	05/01/2026	383.94
City Of Titusville	Bill Pmt -Check	8055	05/01/2026	2,587.25
Dish	Bill Pmt -Check	8056	05/01/2026	92.12
Dynafire	Bill Pmt -Check	8057	05/01/2026	540.00
Florida Alarm & Security Technologies	Bill Pmt -Check	8058	05/01/2026	630.00
FPL	Bill Pmt -Check	8059	05/01/2026	1,084.57
FPL	Bill Pmt -Check	8060	05/01/2026	899.70
FPL	Bill Pmt -Check	8061	05/01/2026	456.60
FPL	Bill Pmt -Check	8062	05/01/2026	1,772.89
Infrastructure Consulting & Engineering	Bill Pmt -Check	8063	05/01/2026	10,170.46
Lacy's Lock	Bill Pmt -Check	8064	05/01/2026	36.00
NAPA Auto Parts	Bill Pmt -Check	8065	05/01/2026	738.14
Pitney Bowes Global Financing Services	Bill Pmt -Check	8066	05/01/2026	245.51
Waste Management	Bill Pmt -Check	8067	05/01/2026	493.06
David Webb	Bill Pmt -Check	8068	05/01/2026	642.00
Florida Coast Equipment	Bill Pmt -Check	8069	05/01/2026	1,262.28
AT&T	Bill Pmt -Check	8070	05/01/2026	362.16
Boggs Gases	Bill Pmt -Check	8071	05/01/2026	140.00
T's Handyman Service	Bill Pmt -Check	8072	05/01/2026	13,575.00
Watkins Oil	Bill Pmt -Check	8073	05/01/2026	5,665.18
Arthur J. Gallagher Risk Management Serv.	Bill Pmt -Check	8074	05/01/2026	9,999.56
Zekes Vets Helping Vets, Inc	Bill Pmt -Check	8075	05/01/2026	50.00
Pat Fitzpatrick	Bill Pmt -Check	8076	05/01/2026	25.00
Mission Square - 303301	Bill Pmt -Check	8077	05/15/2026	707.84
CHLIC	Bill Pmt -Check	8078	05/15/2026	467.78
Davis Vision	Bill Pmt -Check	8079	05/15/2026	74.98
Board of County Commissioners	Bill Pmt -Check	8080	05/15/2026	16,488.15
Standard Insurance Company	Bill Pmt -Check	8081	05/15/2026	771.38
Accelerate Brevard Chamber of Innovation	Bill Pmt -Check	8082	05/15/2026	450.00
Alligator Plumbing	Bill Pmt -Check	8083	05/15/2026	450.00
Amazon Capital services	Bill Pmt -Check	8084	05/15/2026	126.10
Arthur J. Gallagher Risk Management Serv.	Bill Pmt -Check	8085	05/15/2026	350.00
AVCON	Bill Pmt -Check	8086	05/15/2026	1,618.50
AVCON	Bill Pmt -Check	8087	05/15/2026	91,519.23
AVCON	Bill Pmt -Check	8088	05/15/2026	197,579.43
Brevard Uniform Co	Bill Pmt -Check	8089	05/15/2026	52.60

TITUSVILLE COCOA AIRPORT AUTHORITY
May 2026 Check Register

Carr, Riggs & Ingram	Bill Pmt -Check	8090	05/15/2026	900.00
City Of Titusville	Bill Pmt -Check	8091	05/15/2026	336.46
Culligan	Bill Pmt -Check	8092	05/15/2026	135.88
Department of Environmental Protection	Bill Pmt -Check	8093	05/15/2026	50.00
Federal Aviation Administration	Bill Pmt -Check	8094	05/15/2026	663,153.33
FedEx	Bill Pmt -Check	8095	05/15/2026	83.58
Florida Coast Equipment	Bill Pmt -Check	8096	05/15/2026	93,235.03
Florida Coast Equipment	Bill Pmt -Check	8097	05/15/2026	2,287.63
FPL	Bill Pmt -Check	8098	05/15/2026	740.79
FPL	Bill Pmt -Check	8099	05/15/2026	2,445.92
FPL	Bill Pmt -Check	8100	05/15/2026	4,626.38
FPL	Bill Pmt -Check	8101	05/15/2026	1,732.21
Home Depot Credit Services	Bill Pmt -Check	8102	05/15/2026	2,076.48
JKP Electrical Services, LLC	Bill Pmt -Check	8103	05/15/2026	2,950.00
L&B Commerical Cleaning LLC	Bill Pmt -Check	8104	05/15/2026	3,116.62
LOWE'S	Bill Pmt -Check	8105	05/15/2026	136.76
Mohsen Design Group Incorporated	Bill Pmt -Check	8106	05/15/2026	1,574.00
Petty Cash / Sue Williams	Bill Pmt -Check	8107	05/15/2026	210.98
Pitney Bowes Bank Inc Purchase Power	Bill Pmt -Check	8108	05/15/2026	200.00
Robertson's Lawns Inc	Bill Pmt -Check	8109	05/15/2026	1,000.00
Safety-Kleen Systems, Inc	Bill Pmt -Check	8110	05/15/2026	412.50
Seminole Toyota	Bill Pmt -Check	8111	05/15/2026	44,323.00
Southeast Services of CFL Inc.	Bill Pmt -Check	8112	05/15/2026	405.00
Southern Fire Protection of Orlando	Bill Pmt -Check	8113	05/15/2026	150.00
Stine Fredheim	Bill Pmt -Check	8114	05/15/2026	902.94
T's Handyman Service	Bill Pmt -Check	8115	05/15/2026	4,042.78
The Quotient Group	Bill Pmt -Check	8116	05/15/2026	1,500.00
Tuttle Armfield Wagner Appraisal	Bill Pmt -Check	8117	05/15/2026	2,700.00
W&J Construction Corporation	Bill Pmt -Check	8118	05/15/2026	476,181.23
Don Schminkey	Bill Pmt -Check	8119	05/15/2026	75.00
Terry Randle	Bill Pmt -Check	8120	05/15/2026	25.00
Terry Randle	Bill Pmt -Check	8121	05/15/2026	50.00
Erich Brueggeman	Bill Pmt -Check	8122	05/15/2026	200.00
Michael Neuman	Bill Pmt -Check	8123	05/15/2026	400.00
City of Cocoa	Bill Pmt -Check	8124	05/15/2026	157.60
Mohsen Design Group Incorporated	Bill Pmt -Check	8125	05/15/2026	7,058.00
Mission Square - 303301	Bill Pmt -Check	8126	05/29/2026	425.00
ACF Standby Systems	Bill Pmt -Check	8127	05/29/2026	699.00
Alligator Plumbing	Bill Pmt -Check	8128	05/29/2026	285.50
Amazon Capital services	Bill Pmt -Check	8129	05/29/2026	592.27
AT&T	Bill Pmt -Check	8130	05/29/2026	559.93
AT&T Business	Bill Pmt -Check	8131	05/29/2026	1,728.56
AT&T Mobility	Bill Pmt -Check	8132	05/29/2026	419.34
AVCON	Bill Pmt -Check	8133	05/29/2026	4,174.45

TITUSVILLE COCOA AIRPORT AUTHORITY

May 2026 Check Register

AVCON	Bill Pmt -Check	8134	05/29/2026	24,868.38
AVCON	Bill Pmt -Check	8135	05/29/2026	543.78
AVCON	Bill Pmt -Check	8136	05/29/2026	12,363.00
AVCON	Bill Pmt -Check	8137	05/29/2026	22,868.90
AVCON	Bill Pmt -Check	8138	05/29/2026	235,966.20
AT&T Internet	Bill Pmt -Check	8139	05/29/2026	85.60
AVCON	Bill Pmt -Check	8140	05/29/2026	1,470.22
Beacon Cleaning	Bill Pmt -Check	8141	05/29/2026	8,000.00
Black's Spray Service, Inc	Bill Pmt -Check	8142	05/29/2026	253.00
Brevard Uniform Co	Bill Pmt -Check	8143	05/29/2026	26.30
City of Cocoa	Bill Pmt -Check	8144	05/29/2026	246.77
City Of Titusville	Bill Pmt -Check	8145	05/29/2026	4,827.67
Department of Environmental Protection	Bill Pmt -Check	8146	05/29/2026	200.00
Dish	Bill Pmt -Check	8147	05/29/2026	92.12
FPL	Bill Pmt -Check	8148	05/29/2026	729.81
FPL	Bill Pmt -Check	8149	05/29/2026	767.43
FPL	Bill Pmt -Check	8150	05/29/2026	563.96
FPL	Bill Pmt -Check	8151	05/29/2026	2,316.49
Nix Pest Management	Bill Pmt -Check	8152	05/29/2026	426.00
Paratec Door Solutions, Inc	Bill Pmt -Check	8153	05/29/2026	13,370.57
Pitney Bowes Global Financing Services	Bill Pmt -Check	8154	05/29/2026	210.51
Pitney Bowes Inc	Bill Pmt -Check	8155	05/29/2026	92.98
Safety-Kleen Systems, Inc	Bill Pmt -Check	8156	05/29/2026	365.00
Southeast Services of CFL Inc.	Bill Pmt -Check	8157	05/29/2026	1,576.25
T's Handyman Service	Bill Pmt -Check	8158	05/29/2026	4,005.00
W&J Construction Corporation	Bill Pmt -Check	8159	05/29/2026	492,562.24
Whitebird Attorneys at Law	Bill Pmt -Check	8160	05/29/2026	9,980.00
				2,533,463.98

Titusville-Cocoa Airport Authority, Florida
FINANCIAL STATEMENTS
5/31/2026

Titusville-Cocoa Airport Authority
Statements of Net Position

	5/31/2026	9/30/2025
ASSETS		
Current Assets		
Cash and cash equivalents	\$ (286,023)	\$ 783,886
Restricted cash and cash equivalents	382,527	323,198
Accounts receivable	120,948	329,676
Accrued receivables	1,293,697	870,920
Reserve for Bad Debt	(1,268,330)	(845,554)
Leases receivable	89,604	89,604
Due from other governments	3,250,470	2,538,809
Prepaid expenses	102,182	107,277
Total current assets	3,685,076	4,197,817
Noncurrent capital assets		
Land	13,621,899	13,621,899
Buildings and improvements	37,690,784	37,529,957
Runways and lighting	47,042,018	47,042,017
Furniture, fixtures, and equipment	815,587	679,076
Vehicles	1,305,740	1,261,417
Construction in process	22,633,014	12,637,262
Accumulated depreciation	(39,117,893)	(37,364,293)
Lease receivables	19,813,311	19,813,311
Total noncurrent capital assets	103,804,459	95,220,646
Total assets	\$ 107,489,534	\$ 99,418,463
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflow related to pensions	\$ 245,654	\$ 245,654
Deferred outflow related to other post-employment benefits	15,072	15,072
Total deferred outflows of resources	\$ 260,726	\$ 260,726

Titusville-Cocoa Airport Authority
Statements of Net Position

	<u>5/31/2026</u>	<u>9/30/2025</u>
LIABILITIES		
Current liabilities		
Accounts payable	\$ 12,103	\$ 427,962
Retainage payable	368,244	295,354
Accrued expenses and other liabilities	1,372,927	1,529,958
Truist - Line of Credit	1,780,837	663,924
ST - Note payable - USATS Bldg 1	-	240,000
Refundable deposits	382,527	331,198
Unearned revenue	920,820	950,678
Compensated absences	159,649	175,623
Total current liabilities	<u>4,997,107</u>	<u>4,614,696</u>
Noncurrent liabilities		
Net pension liabilities	951,873	951,873
Other post-employment benefits liability	28,512	28,512
Total noncurrent liabilities	<u>980,385</u>	<u>980,385</u>
Total liabilities	<u>\$ 5,977,492</u>	<u>\$ 5,595,081</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	305,740	305,740
Deferred inflows related to other post-employment benefits	5,488	5,488
Deferred inflows of leases	\$ 16,925,301	\$ 16,925,301
Total deferred inflows of resources	<u>\$ 17,236,529</u>	<u>\$ 17,236,529</u>
NET POSITION		
Net investment in capital assets	\$ 83,204,359	\$ 73,661,886
Restricted for airport improvements	995,081	995,081
Unrestricted	336,799	2,190,612
Total net position	<u>\$ 84,536,239</u>	<u>\$ 76,847,579</u>

Titusville-Cocoa Airport Authority
Statement of Revenues, Expenses and Changes in Net Position
For the Eight Months Ending May 31, 2026

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
Operating revenues						
T-hangars	\$ 331,989	\$ 531,871	\$ 359,896	\$ -	\$ -	\$ 1,223,756
Fixed base operations	61,973	141,092	69,321	-	-	272,386
Building, land, and other leases	70,056	269,220	1,578,504	73,265	-	1,991,045
Miscellaneous revenue	100	8,145	162,016	-	-	170,261
Total Operating Revenue	464,118	950,328	2,169,737	73,265	-	3,657,448
Operating expenses						
Operating and maintenance expenses						
Wages and personnel expenses	96,173	198,117	530,021	17,407	176,966	1,018,684
Professional services	(15,338)	6,917	9,931	928	89,120	91,558
Communications and utilities	13,291	45,913	82,013	-	31,021	172,238
Insurance	60,032	95,883	204,791	675	-	361,381
Marketing & website	-	-	264	76	52,075	52,415
Repairs and maintenance	49,038	72,528	254,708	-	10,370	386,644
Materials and supplies	7,539	5,736	24,301	5,488	36,328	79,392
Gain/Loss Dispose Fixed Asset	-	-	94,046	-	-	94,046
Bad debt expense	-	-	422,777	-	-	422,777
Total operating and maintenance expenses	210,735	425,094	1,622,852	24,574	395,880	2,679,135
Non-cash operating expenses						
Depreciation	173,565	497,262	1,081,748	54,748	-	1,807,323
Total operating expenses	384,300	922,357	2,704,600	79,322	395,880	4,486,459
Operating gain (loss)	79,818	27,971	(534,862)	(6,056)	(395,880)	(829,010)
Non-operating revenues (expenses)						
Interest income	-	-	-	-	584	584
Insurance Proceeds	-	-	-	81,671	-	81,671
Interest expense	-	-	(3,562)	-	(24,617)	(28,179)
Total non-operating revenues (expenses)	-	-	(3,562)	-	(24,033)	54,076
Gain (Loss) before contributions	79,818	27,971	(538,424)	(6,056)	(419,913)	(774,935)
Capital contributions	72,553	84,600	8,306,442	-	-	8,463,596
Change in net position	\$ 152,371	\$ 112,571	\$ 7,768,018	\$ (6,056)	\$ (419,913)	7,688,660
Net position, beginning of year						76,847,579
Net position, May 31, 2026						\$ 84,536,239

TITUSVILLE COCOA AIRPORT AUTHORITY

Budget to Actual Overview

May 2026

	Actual May 26	Budget Oct 25 - Sep 26	% Budget
Ordinary Income/Expense			
Income			
Grant Revenue	\$ 8,463,596	\$ -	
Aeronautical Revenue			
T-Hangar Leases	1,223,756	1,768,329	69.20%
Bldg Leases & Land Leases	1,063,407	1,660,094	64.06%
FBO Bldg, Land & Fuel Flowage	272,387	290,473	93.77%
Investment Fee	-	-	
Total Aeronautical Revenue	<u>2,559,550</u>	<u>3,718,896</u>	68.83%
Non-Aeronautical Revenue			
Bldg Leases	30,695	46,039	66.67%
Land Leases	742,840	412,717	179.99%
Storage Unit Leases	154,103	260,074	59.25%
Total Non-Aeronautical Revenue	<u>927,638</u>	<u>718,830</u>	129.05%
Misc. Income	130,140	2,507	5191.05%
Property Ins. Refund (VAC)	34,045		
Total Income	<u>12,114,968</u>	<u>4,440,233</u>	272.85%
Expense			
Fringe Benefits	361,334	529,853	68.20%
Operating Expenses			
Salaries & Wages	645,900	1,098,002	58.82%
Hiring Expenses	1,357	-	
Education & Training	10,094	20,000	50.47%
Professional Services	97,598	139,650	69.89%
Consulting Services	(12,629)	120,000	-10.52%
Information Technology	338	7,300	4.62%
Contracted Services	40,429	56,000	72.19%
Insurance	361,381	539,106	67.03%
Office Equipment	5,884	12,900	45.61%
Office Services	4,045	11,600	34.87%
Memberships & Subscriptions	26,018	32,000	81.31%
Marketing	52,415	70,900	73.93%
Taxes, Permits & Fees	13,341	83,014	16.07%
Fuel Systems	18,619	30,000	62.06%
Repairs & Maintenance	347,375	615,154	56.47%
Utilities	157,923	204,000	77.41%
Capital Outlay	8,513	494,000	1.72%
Depreciation	1,807,323		
Bank Fees	16,306		
Gain/Loss Disposal Fixed Assets	94,046		
Bad Debt	422,777	-	
Total Expense	<u>4,480,384</u>	<u>4,063,979</u>	110.25%

For Management Use Only

TITUSVILLE COCOA AIRPORT AUTHORITY

Budget to Actual Overview

May 2026

	Actual May 26	Budget Oct 25 - Sep 26	% Budget
Net Ordinary Income	7,634,584	376,254	2029.10%
Other Income/Expense			
Other Income			
Interest Proceeds	81,671		
Interest Income	584	-	
Total Other Income	82,255	-	
Other Expense			
Development	2,554,737	110,695	2307.91%
Hangar Acquisition		-	0.00%
Contingency	-	115,611	0.00%
Interest Expense	(28,179)	-	
Fraudulent Expense	-	-	
Total Other Expense	2,526,559	226,306	1116.43%
Net Other Income	(2,472,483)	(226,306)	1092.54%
	<u>\$ 7,688,660</u>	<u>\$ 149,948</u>	
Net Income			



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**ANNUAL PERFORMANCE
REVIEW OF AIRPORT
AUTHORITY GENERAL
COUNSEL**



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**REPORT
AUTHORITY ATTORNEY**



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

REPORTS
AUTHORITY MEMBERS



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ADJOURN