



Mr. Jerry Sansom, Chairman
Dr. Dave Hosley, Vice Chairman
Ms. Patricia Patch, Treasurer
Mr. Harry Carswell, Secretary
Dr. Wasim Niazi
Mr. Jay Stalrit
Mr. Milo Zonka

355 Golden Knights Blvd. ↗ Titusville, Florida 32780
321.267.8780 ↗ fax: 321.383.4284 ↗ mpowell@flairport.com

**AGENDA
REGULAR MEETING**

OCTOBER 15, 2015 AT 8:30 A.M.

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*** NOTE TO ALL PUBLIC ATTENDEES:**

The public may speak on any item on the agenda. Should someone wish to address the Airport Authority Board on a specific item, there will be request cards located on the wall adjacent to the public seating area. Be advised that these cards must be completed and presented to the Executive Secretary prior to the item being heard. Your comments will be addressed prior to the Board's discussion and you will have 5 minutes to address the Board. Thank you for your attention.

Salute to Flag - Pledge of Allegiance.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. APPROVAL OF THE AGENDA, AS PRESENTED
- IV. APPEARANCES: None
- V. PRESENTATIONS: None
- VI. CONSENT AGENDA:

(These items are considered routine and will be acted upon by the Authority in one motion. If an Airport Authority Board Member requests discussion on an item, it will be considered separately.)

- a. Approval of the Titusville - Cocoa Airport Authority Minutes:
 - 1. September 17, 2015 - Regular Meeting
 - 2. September 17, 2015 - Second Public Budget Hearing

VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

- a. Discussion and Consideration of an Amendment to the Lease at TIX for Spaceport Aviation
- b. Discussion and Consideration of an Amendment to the Space Use Permit at TIX for Florida Biplanes

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
NOVEMBER 19, 2015 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.

- c. Discussion and Consideration of a Lease at TIX for North American Surveillance Systems
- d. Discussion by Mr. Brian Russell or Mr. Aaron McDaniel of Recent Invoiced Costs by the Michael Baker Jr., Inc. and Contractors Regarding Current Projects

IX. INFORMATION SECTION:

- a. Chief Executive Officer Report
- b. Attorney Report
- c. Check Register & Budget to Actual
- d. Administration & Project Reports

X. AUTHORITY MEMBERS REPORT

XI. PUBLIC AND TENANTS REPORT

XII. ADJOURNMENT

Respectfully submitted,

Michael D. Powell, C.M., ACE
Chief Executive Officer

Jerry Sansom
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on September 17, 2015 at 4:00 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present:; Dr. David Hosley, Vice Chairman; Ms. Patricia Patch, Treasurer; Mr. Harry Carswell, Secretary; Dr. Wasim Niazi; Mr. Jay Stalrit; Mr. Milo Zonka; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Timothy Pickles, Esq., Airport Attorney. Mr. Jerry Sansom, Chairman, was in attendance via teleconference.

Call to Order

Dr. Hosley, Acting Chair, called the meeting to order and determined that a quorum was present.

Approval of the Agenda

Dr. Hosley asked if there were any changes or additions to the Agenda. Seeing none, Dr. Hosley asked for a motion. Ms. Patch made a motion to approve the Agenda as presented. Mr. Zonka seconded. Dr. Hosley called the question. All voted aye. Motion Passed.

Appearances – None**Presentations – Update by Mr. Ron Jones of Rocket Crafters, LLC**

Dr. Niazi joined the meeting at 4:10 p.m.

Mr. Jones gave a brief update and presentation on the progress of Rocket Crafters at Space Coast Regional Airport followed by a discussion by the Board.

Mr. Powell stated that at the end of November the six month extension on Rocket Crafter's lease arrangement would expire and they would need to begin paying rent. Mr. Stalrit asked Mr. Jones if Rocket Crafters no longer needed airfield access. Mr. Jones replied that they would not need airfield access initially. Discussion continued.

Mr. Jones concluded his presentation.

Consent Agenda**Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:**

- 1. August 20, 2015 – Regular Meeting**
- 2. August 20, 2015 – First Public Budget Hearing**

Dr. Hosley called for a motion. Ms. Patch made a motion to approve the Consent Agenda as presented. Mr. Zonka seconded. Dr. Hosley called the question. All voted aye. Motion passed.

Old Business – None

New Business

Item A – Discussion and Consideration of an Amendment to the Lease at Space Coast Regional Airport for US Applied Physics Group

Mr. Powell gave a brief overview of the item stating that U.S. Applied Physics Group, LLC, was leasing the property on the corner of Tico Road and Golden Knights Blvd. at Space Coast Regional Airport that was formerly leased to Bristow Academy. Mr. Powell stated that at the last meeting the initial lease had been approved, but there were some additional terms that still needed to be worked out. Mr. Powell stated that the Amendment included language stating that they could sublease to North American Surveillance Systems, and language adding 2 three year additional options to renew.

Mr. Pickles stated that the lease would also include Fair Market Value and CPI for the extensions. Mr. Pickles also stated that there were two other named companies that would be permitted to sublease, but that would still have to be approved by the Board. Discussion ensued.

Mr. Zonka made a motion to accept the Amendment. Dr. Niazi seconded. Dr. Hosley called the question. All voted aye. Motion passed.

Item B – Discussion and Consideration of Rate Changes at Airport Storage

Mr. Powell gave a brief overview of the item, stating that a spreadsheet had been provided with the proposed rate changes. Mr. Powell stated the Staff had compared the rates to other storage businesses in the area. Discussion continued.

Dr. Hosley called for a motion. Dr. Niazi made a motion to approve rate changes. Mr. Stalrit seconded. Dr. Hosley called the question. All voted aye. Motion passed.

Item C – Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker Jr., Inc. and Contractors Regarding Current Projects

Dr. Hosley turned the floor over to Mr. McDaniel.

Mr. McDaniel presented Invoice Number 13 in the amount of \$12,623.36 from Michael Baker and Pay Request Number 6 in the amount of \$56,393.31 from

C & D Construction, which were for the East Side Hangar Project at Space Coast Regional Airport.

Mr. McDaniel presented Invoice Number 4 in the amount of \$72,059.08 from Michael Baker and Pay Request Number 2 in the amount of \$69,233.31 from Sterling Enterprises, which were for the RSA Compliance & Shoreline Stabilization Project at the Merritt Island Airport. Discussion continued.

Mr. Stalrit made a motion to approve the invoices. Mr. Carswell seconded. Dr. Hosley called the question. All voted aye. Motion passed.

Information Section

CEO Report

Mr. Powell reported that there was a feature story on Space Coast Regional Airport in the FDOT Florida Flyer, and that copies of the article had been provided to the Board.

Mr. Powell reported that on August 26th there had been an aircraft accident near Space Coast Regional Airport. Mr. Powell stated that the lead investigator for the NTSB had sent a letter to him citing the overwhelming support they received, especially from Chief Wooldridge, and that they had also sent a Certificate of Appreciation for Chief Wooldridge.

Mr. Powell reported that Staff was close to having one of the additional offices in the Administration Building that had previously been occupied by Rocket Crafters, rented to Spaceport Aviation. Discussion continued.

Mr. Powell concluded his report.

Attorney Report

Mr. Pickles stated that the document to dedicate property back from Brevard County for the RSA Project at Merritt Island Airport, had been returned to his office. Mr. Pickles urged the Board to thank the County Commissioners for getting that done.

Mr. Pickles concluded his report.

Check Register & Budget to Actual

Mr. Powell stated that the reports had been provided and was happy to answer any questions.

Administration & Project Reports

Mr. Powell stated that there were no changes.

Authority Members Report

Mr. Zonka reported that the Embraer Groundbreaking Ceremony was a great event. Dr. Hosley concurred.

Dr. Hosley stated that an old Patco Building near SR 407 was being taken over by an outboard motor manufacturer. Discussion continued.

Mr. Powell stated that a company named Paragon Plastics was coming to the area as well; in addition to Blue Origin. Mr. Powell also stated that the people who started Barn Light Electric and the microbrewery in Titusville, were expanding with a nice restaurant and microbrewery and will also have tours. Discussion continued.

Public & Tenants Report

Mr. Don White, EAA at Merritt Island Airport, stated that in regards to the RSA Project at Merritt Island Airport, he had seen airplanes flying low over the construction and landing on Runway 29. Mr. White asked if it would be advantageous to put a temporary light on it to help guide student pilots so they didn't fly so low. Mr. Powell asked Mr. McDaniel to see what the timeline to get something like that approved would be, and then get something put together. Discussion continued.

Mr. Tom Dankowski from Spaceport Aviation at Space Coast Regional Airport discussed the rent increases and the appraisal. Mr. Powell gave an explanation of the process. Discussion continued.

Adjournment

Mr. Carswell made a motion to adjourn the meeting. Mr. Zonka seconded. Dr. Hosley called the question. All voted aye. The meeting adjourned at 5:07 p.m.

JERRY SANSOM, CHAIRMAN

HARRY CARSWELL, SECRETARY

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Second Public Budget Hearing of the Titusville - Cocoa Airport Authority was held on August 20, 2015 at 5:07 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Dr. David Hosley, Vice Chairman; Ms. Patricia Patch, Treasurer; Mr. Harry Carswell, Secretary; Dr. Wasim Niazi; Mr. Jay Stalrit; Mr. Milo Zonka; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Timothy Pickles, Esq., Airport Attorney. Mr. Jerry Sansom, Chairman, was in attendance via teleconference.

Call to Order

Dr. Hosley, acting Chair, called the meeting to order and determined that a quorum was present.

Consideration of Tentative 2015-2016 Fiscal Year Budget

Mr. Powell briefly presented the proposed budget, stating that this was the second public hearing. Mr. Powell stated that Staff had attended the County's first budget meeting. Mr. Powell stated that there were no changes to the proposed budget since the first public hearing.

Mr. Carswell made a motion to approve the budget as presented. Ms. Patch seconded.

Dr. Hosley opened the floor for public comment. Seeing none, Dr. Hosley closed the floor for public comment.

Dr. Hosley called the question. All voted aye. Motion passed.

Adjournment

Dr. Hosley adjourned the meeting at 5:10 p.m.

JERRY SANSOM, CHAIRMAN

HARRY CARSWELL, SECRETARY



TIX → **SPACE COAST REGIONAL AIRPORT**
COI → **MERRITT ISLAND AIRPORT**
X2I → **ARTHUR DUNN AIRPARK**

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: October 15, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM A

Discussion and Consideration of an Amendment to the Lease at TIX for Spaceport Aviation

BACKGROUND

Spaceport Aviation is a fixed wing flight school at TIX and has been sharing an office wing in the Administration Building with Rocket Crafters. Spaceport Aviation has requested to expand into one more large office (11X19) to accommodate their growth.

ALTERNATIVES

The Airport Authority Board could approve the Amendment, disapprove, or ask for some other alternative.

FISCAL IMPACT

The fiscal impact for additional office is \$215.10 a month or \$2,581.20 annually, plus any applicable taxes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Approve the Amendment, and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: October 15, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM B

Discussion and Consideration of an Amendment to the Space Use Permit at TIX for Florida Biplanes

BACKGROUND

Florida Biplanes, Inc. is currently in a lease at Merritt Island Airport operating a biplane site-seeing business as well as having a Space Use Permit at TIX. The operation at TIX seems to be doing well and Florida biplanes wishes to ask for a slight amendment to their Space Use Permit.

ISSUES

The staging area previously requested in relatively small with no permanent structures for a relatively short duration as requested and approved by the Board. However, after a few months of operation it seems Florida Biplane staff needs a bit more protection from the heat and bugs, so Florida Biplanes is asking the Board to allow an RV to park on their leasehold to provide a small air conditioned area for customers filling out paperwork as well as staff.

The accompanied email from Mr. Mark Grainger provides a bit more detail regarding the request.

ALTERNATIVES

The Board could allow or not allow the RV to be placed on the current leasehold of Florida Biplanes at TIX.

FISCAL IMPACT

The monthly amount stays the same at \$134.17, plus any applicable taxes.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Space Use Permit to Florida Biplanes, Inc. and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

Member of: *American Association of Airport Executives
Florida Airport Managers Association
National Business Aviation Association
Southeast Airport Managers Association/Southeast Chapter of the American Association of Airport Executives
U.S. Contract Tower Association*

Michael Powell

From: Mark Grainger <mark@floridabiplanes.com>
Sent: Wednesday, September 30, 2015 7:33 PM
To: Michael Powell
Subject: Agenda item request for 10/15 meeting

Michael,

I would like to request to have an agenda item for the next BOD meeting on the 15th.

I am grateful to you and the BOD for their approval of allowing me to test the feasibility of operating biplane tours at the North of the end of runway 36. This required "outside of the box" thinking and an airport staff and board willing to support it. Since we started operations the public response has been very positive and we are averaging 6-flights per day. To support our success, I would like to request permission to utilize our mobile RV office full-time at the staging area. This will allow our business to grow and also provide much needed electrical power (and air conditioning) thru it's generator, as well as a more professional experience for our customers. At all times the mobile RV office will remain within our designated staging area, which is out of the runway safety areas and protection zones. The RV is wrapped and looks professional. I am considerate of the "look and feel" of the airport environment and will strive to keep the staging area looking professional and neat.

Please let me know if you have any questions or need anything else from me in order to have this request on the agenda.

Very respectfully yours,

Mark

Mark Grainger
President
Florida Biplanes Inc.
Merritt Island, FL
321-392-4122
mark@FloridaBiplanes.com



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MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: October 15, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM C

Discussion and Consideration of a Lease at TIX for North American Surveillance Systems.

BACKGROUND

A company moved out of one of the wings in the airport administration building at TIX at the end of September and North American Surveillance Systems wishes to take the offices as of October 16, 2015.

ALTERNATIVES

The Airport Authority Board could approve the lease, disapprove, or ask for some other alternative.

FISCAL IMPACT

The fiscal impact for the office and parking area is still \$1,364.28 a month, or \$16,371.30 annually, plus any applicable taxes. The common area costs are another \$275.00. This is the same price the previous tenant was paying, so the impact is the same.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Approve the lease, and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

TITUSVILLE-COCOA AIRPORT AUTHORITY



LEASE AGREEMENT

Space Coast Regional Airport
Titusville, Florida

Effective Date:

16 October 2015

Lessee:

NORTH AMERICAN SURVEILLANCE SYSTEMS, INC.

**TITUSVILLE-COCOA AIRPORT AUTHORITY
LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made to be effective as of the 16th day of October, 2015 (the "Effective Date"), among the TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 ("**Authority**"), and NORTH AMERICAN SURVEILLANCE SYSTEMS, INC., a Florida corporation, whose mailing address is 7065 Challenger Avenue, Titusville, FL 32780 ("**Lessee**").

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, Authority and Lessee agree and covenant as follows:

**ARTICLE I
PREMISES AND PERMITTED USES**

1.1 Demise of Premises.

Subject to the terms and conditions set forth in this Lease, Authority hereby demises and leases to Lessee and Lessee hereby leases from Authority, a portion of the premises and that certain land, and any buildings, structures, fixtures, fences, utility installations, parking facilities, landscaping and irrigation systems currently existing or hereafter located thereon at Space Coast Regional Airport, as more particularly described on Exhibit "A" hereto ("Premises"). The premises consisting of 1,150 square feet, which is 19.09% of the net rental area of the corporate aviation terminal, and 900 sq. ft. of parking area. Lessee hereby leases the Premises subject to, and Lessee hereby agrees to comply with: (i) all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses, (ii) all covenants, easements and restrictions of record, (iii) "Rules, Regulations, and Minimum Standards Covering Airports Owned or Controlled by the Titusville-Cocoa Airport Authority" last revised November 19, 2002, as the same may be amended from time to time ("Minimum Standards"), and (iv) the Space Coast Regional Airport Master Plan dated May 1996 (the "Master Plan").

1.2 Condition of Premises:

Lessee accepts the Premises "AS-IS". Lessee acknowledges that Authority has made no representations or warranties relating to the suitability of the Premises for any particular use, and unless otherwise expressly provided in this Lease, Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises. Lessee shall not permit any unlawful nuisance, waste or injury on the Premises. Lessee agrees to surrender the Premises upon the expiration of this Lease, or earlier termination hereof, in a condition substantially similar to the condition of the Premises on the Commencement Date, ordinary wear and tear excepted.

1.3 Quiet Enjoyment.

Authority agrees that, subject to Lessee's performance of the terms and conditions of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease.

1.4 Permitted Uses.

Lessee shall be permitted to use the Premises only for administrative functions pertaining to aviation related services and any reasonably related functions (the "Permitted Uses"). Lessee agrees to provide all documentation reasonably necessary for Lessor to satisfy all TSA and other Federal Agency requirements regarding air field access. Should Lessee fail to provide said documentation upon request, Lessor shall be entitled to terminate this Lease.

1.5 Signage.

All signage on the Premises shall comply with the Minimum Standards and must be approved in writing by the Authority before being installed, such approval shall not be unreasonably withheld.

ARTICLE II
TERM OF LEASEHOLD

2.1 The Term of this Lease is defined as the period beginning on October 16, 2015, and shall run for a period of one (1) year, with one additional one (1) year option, unless sooner terminated in accordance with the terms and provisions hereof.

ARTICLE III
ANNUAL RENT AND FEES

3.1 Annual Rent and Fees.

Annual rent shall be calculated as (hereinafter referred to as the "Annual Rent") each twelve (12) month period or portion thereof during the Initial Term and any Extension Term of this Lease, beginning with the Commencement Date, in the amount detailed below, which Annual Rent shall be payable on or before the first day of each calendar month (or partial calendar month) thereafter, in amounts equal to one-twelfth (1/12) of the Annual Rent then due, plus any sales or rent taxes due on that installment, in advance, in lawful money of the United States, without deduction or set-off, at the office of the Authority. Annual Rent for a partial month during the Term of this Lease shall be prorated based on the number of days in such month.

3.2 Calculation of Annual Rent and Fees.

The Annual Rent to be paid to the Authority for the period beginning with the Commencement Date and ending on October 15, 2016, shall be as follows:

- (a) **Building Rent Corporate Terminal:** Lessee shall pay Terminal Building Rent in the amount of \$14.00 per square foot annually for the Leased Premises identified in **Exhibit "A"**.

Office: \$14.00 x 1,150 sq. ft. = \$16,100.00 annual (\$1,341.67 monthly, plus any applicable taxes)

- (b) **Rent (other):** Lessee shall pay rent for parking areas in the amount of \$.30144 per square foot annually for the Leased Premises identified in **Exhibit "A"**.

Parking Lot: \$.30144 x 900 sq. ft. = \$271.30 annual (\$22.61 monthly, plus any applicable taxes)

Initial Total: \$16,100.00 (office) + \$271.30 (parking) = **\$16,371.30 annually (\$1,364.28 monthly, plus any applicable taxes and CAM).**

- (c) **Utilities and Maintenance (CAM Fee):** A Common Area Maintenance (CAM) Fee for the interior and exterior utilities and maintenance costs associated with the common areas of the Premises as defined in **Exhibit "A"** shall be assessed. Such fee shall be based on actual costs as identified in paragraph 4.1 of this agreement plus a five percent (5%) administrative fee. Lessee shall be responsible for 19.09% of the total CAM expenses which constitutes its percentage of the net rentable area of the Corporate Terminal.

3.3 Fair Market Value.

The fair market value of the Premises and the Improvements constructed by the Authority shall be determined by appraisal within twenty-four (24) months of the date on which an adjustment to the Annual Rent is to become effective, or in any event, prior to the expiration of any individual term, and shall be based on the value of comparable property at airports within the State of Florida and/or in the Titusville area, and shall not be restricted to the consideration of properties located at the Airport. The Authority shall select a qualified appraiser ("First Appraiser") having at a minimum 5 years of experience in appraising aviation related property and notify Lessee of such selection, and the First Appraiser shall proceed to determine the then fair market value of the Premises and the Improvements constructed by the Authority and shall provide Lessee and Authority with a copy of such appraisal. If Lessee is not satisfied with the First Appraiser's appraisal, Lessee within fifteen (15) days after receipt of such appraisal shall notify Authority of Lessee's selection of a second appraiser ("Second Appraiser"). If Lessee does not so select a Second Appraiser and notify Authority of such selection within such fifteen (15) day period, the First Appraiser's appraisal shall be conclusive as to the then fair market value of the Premises and the Improvements constructed by the Authority. If a Second Appraiser is so selected, the First and Second Appraisers shall meet within fifteen (15) days after the Second Appraiser is so selected and if the First and Second Appraisers cannot agree, within fifteen (15) days after such meeting, on the then fair market value of the Premises and the Improvements constructed by the Authority, then the First and Second Appraisers shall select a Third Appraiser. (If the First and Second Appraisers cannot agree upon a third Appraiser within fifteen (15) days, Authority and Lessee shall within fifteen (15) days thereafter each appoint a

new appraiser and the procedure contained in this parenthetical shall be repeated until the then fair market value of the Premises and the Improvements constructed by the Authority. A decision joined in by a majority of the appraisers shall be final. After reaching a decision, the appraisers shall give written notice thereof to Authority and Lessee.

Each party shall pay the fees and expenses of each appraiser appointed by such party, and the fees and expenses of the Third Appraiser and all other expenses, if any, shall be borne equally by both parties. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

In the event the then fair market rental value of the Premises has not been determined in accordance with the provisions of this Section until after the date upon which the required adjustment is to become effective, the Annual Rent shall be based upon the fair market value of the Premises and the Improvements constructed by the Authority as determined by the single appraiser appointed by the Authority as described above, or in the event such appraisal has not yet occurred, the Annual Rent previously in effect shall continue in effect, until such fair market value of the Premises and the Improvements constructed by the Authority and new Annual Rent is determined in accordance with the provisions of this Section. Once determined, the new Annual Rent shall become effective, retroactive to the date upon which such adjustment was required, and within thirty (30) days after the Lessee has received notice of the new Annual Rent, Lessee shall pay to Authority any additional Annual Rent that is due and owing, or if applicable, the Authority shall reimburse Lessee for the amount of any overpayment of Annual Rent.

3.4 Calculation of Annual Rent

In addition to the reappraisal pursuant to Paragraph 3.3 above, rent increases based on the Consumer Price Index ("CPI") shall be applied annually throughout the Term.

The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. Average, All Items (1982-84=100) as compiled and published by the United States Department of Labor, Bureau of Labor Statistics, or any comparable successor index. The Annual Rent shall never be less than the Annual Rent applicable in the year prior to the scheduled increase.

3.5 Delinquent Rent.

Any installment of Annual Rent, Rent, or other amounts due from Lessee under this Lease, that is not received within ten (10) business days after it is due, shall bear interest from the date when the same was due until paid by Lessee at the interest rate of eighteen percent (18%) per annum.

ARTICLE IV MAINTENANCE AND UTILITIES

4.1 Maintenance – Corporate Aviation Terminal.

- (a) All facilities furnished by Lessor in the Property and designated for the general use, in common, of occupants of the Property, including Lessee hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by Lessor such as parking areas, driveways, entrances and exits thereto, employee parking areas, truck way or ways, truck courts and service courts, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations, bus stops, taxi stands, malls, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of Lessor; and Lessor shall have the right from time to time to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above, and to make all rules and regulations pertaining to and necessary for, in Lessor's sole judgment, the proper operation and maintenance of the property as above described and as hereinafter defined, provided the same shall not materially interfere with Lessee's use or access to the Leased Premises or with the visibility of the Leased Premises.
- (b) In each lease year, Lessee shall pay to Lessor, in addition to all rents specified in Section 3 as further additional rent, subject only and solely to the limitation hereinafter set forth, Lessee's share of the Property's OPERATING COSTS, as hereinafter defined, based upon the ratio of square feet of the Leased PREMISES to the total ground floor square feet of all the rentable building space in the corporate aviation terminal as well as one-fourth (1/4) of the operating costs for the parking lot and ramp area. For the purpose of this Paragraph 4, the Property's OPERATING COST shall mean the total cost and expense incurred in operating and maintaining the COMMON FACILITIES, as hereinafter defined, actually used or available for use by Lessee and the employees, agents, servants, customers and other invitees of Lessee, but specifically including without limitation, property management, administration, gardening and landscaping, the cost of public liability, flood, property damage, and all other insurance, repairs of all kinds, line and other painting, facade maintenance, lighting, exterior and partition (demising) wall repairs, roof repairs, maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins, and other areas and facilities whether or not on or off-site, canal embankment and related maintenance, repair and repainting of sidewalks due to settlement, pothole and general resurfacing of parking areas, sanitary control, trash, rubbish, garbage and other refuse removal and services, security systems, services, and personnel to implement all such services to direct parking, and to police and secure the COMMON FACILITIES. (Lessee shall also pay Lessor an administrative fee of 5% of the operating costs). COMMON FACILITIES for the purposes of this Paragraph 4, means all

areas, space, equipment and special and other services provided by Lessor for the common or joint use and benefit of the various occupants of the Property, their respective employees, agents, servants, customers and other invitees, including, without limitation, parking areas, access roads, driveways, retaining walls, landscape areas, truck service ways or tunnels, loading docks, pedestrian walks, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms and parcel pick-up stations, if any of the same be provided.

- (c) Lessor shall not be liable for any damages from plumbing, gas, water steam or sewage leaks or stoppage, nor for damage arising from acts of negligence of third parties. Lessee shall not store any products or substances which shall increase the need for pest control services. Lessee agrees to accept the demised premises and appurtenances thereof, including sprinkler, if any, heating, air conditioning, water and sewer systems, electrical fixtures, plumbing, plumbing fixtures and equipment, in good order and to maintain and repair same through the term of this Lease and any extensions thereof. At all times during the term, the Lessee shall maintain and keep in force at Lessee's expense a service and maintenance contract for the heating, ventilating and air conditioning systems provided for the demised premises. Such contracts shall be with a professional HVAC servicing and maintenance contractor of Lessee's choice licensed in the state of Florida. Should such contractor fail to perform satisfactory service or maintenance, the Lessor shall have the right in Lessor's discretion to require the Lessee to terminate the existing contract, in which event the Lessee forthwith shall engage another contractor approved by the Lessor. Lessee shall be liable for any damage or injury which may be caused by or resulting from the Lessee's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by the Lessee. The Lessee shall perform pest extermination(s) at its expense promptly following request(s) by the Lessor, and will use a licensed exterminating firm exclusively for this purpose. The Lessee shall use the plumbing systems in the demised premises only for their intended purpose, and shall not place or permit its customers or invitee to place therein any caustic, acid, corrosive or concentrated substances or objects which are likely to cause damage to the plumbing systems, or cause them to fail in whole or part. Should the Lessee violate this covenant, the Lessee shall be liable to the Lessor for the full cost of cleaning, repairing or rebuilding the plumbing systems, which amount(s) shall be payable as additional rent hereunder. In the event the Lessee receives written consent to penetrate the roof or any wall of the Leased Premises, the Lessee shall be solely responsible for any damage which may be caused by or result from such penetration. Lessee agrees, at Lessee's expense, to replace promptly any and all plate or other glass in the demised premises which may become damaged or broken as

a result of Lessee's or Lessee's agents, guests or invites actions, with glass of the same kind and quality.

- (d) Lessee shall monthly pay to Lessor the INITIAL MONTHLY COMMON AREA MAINTENANCE FEE which represents Lessee's portion of OPERATING COSTS; such additional payment shall be made simultaneously with respective monthly payments of the MINIMUM ANNUAL RENT. The Lessee's INITIAL MONTHLY COMMON AREA MAINTENANCE FEE (which is inclusive of Lessor's separate management fee) shall be \$275.00 per month. Within thirty (30) days after the end of each calendar year, Lessor shall deliver to Lessee a statement showing the cost of operating and maintaining the COMMON FACILITIES and further showing Lessee's proportionate share of such cost. In the event the total monthly payments made by Lessee for such common area maintenance exceeds Lessee's proportionate share for such calendar year, then Lessor will apply any such overage towards the next succeeding monthly payments (or refund them if the overage exceeds the remaining rent). In the event the total monthly payments made by Lessee for common area maintenance are less than Lessee's proportionate share for such calendar year, then Lessee shall pay any such deficiency to Lessor immediately upon demand and the monthly payments for the next succeeding calendar year will be increased to that the total monthly payments for such lease year will equal Lessee's expected proportionate share.

4.2 Trash and Garbage.

During the entire Term of this Lease, Lessee shall be responsible for the storage, collection and removal from the Premises of all trash, garbage and other refuse resulting from Lessee's activities on the Premises. Lessee shall provide appropriate, covered, metal receptacles for trash, garbage and other refuse, will maintain the receptacles in an attractive, safe and sanitary manner, and will store receptacles in inconspicuous places on the Premises that are screened from public view in accordance with the Minimum Standards.

4.3 Utilities (Electrical and Sewer).

During the entire Term of this Lease, Lessee shall be responsible, at Lessee's sole cost and expense, for any necessary installation of and costs related to utility services within and to the Premises except the construction of Improvements detailed in Exhibit "C" hereto. Utility service costs associated with the Corporate Terminal Building Facilities shall be included in the annual Building Rental Rate. Lessee agrees that Authority shall have no liability to Lessee arising out of any interruption of utility service to the Premises, unless such interruption was caused by the gross negligence of the Authority. For purposes of this Section 4.3, the acts of a third party shall not constitute acts within the control of Authority unless such acts were authorized by Authority.

ARTICLE V
TAXES

5.1 Property Taxes and Assessments.

Lessee shall pay when due all taxes, assessments (including, without limitation, stormwater utility charges) and impact fees levied against or in connection with the Premises, its leasehold interest therein, and any Improvements thereto, and shall pay when due all taxes and assessments levied against Lessee's personal property located on the Premises or otherwise arising out of its operations on the Premises. In the event Lessee fails to pay such taxes and assessments when due, Lessee shall be obligated to pay all resulting interest and penalties on such delinquent taxes and assessments. If the Term of this Lease expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the Term of this Lease commences on a date other than the first day of such tax year, Lessee shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Lease was in effect during such tax year by the total number of days that the Premises was leased to tenants (excluding any tenant engaging in a use of the Premises which results in the Premises being exempt from taxation) during such tax year. If this Lease is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Lessee shall pay a percentage of the assessment calculated by dividing the number of days this Lease was in effect during that assessment period by the total number of days in the assessment period.

5.2 Taxes.

Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Lease, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Premises or any Improvements and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. No provision of this Lease shall be construed as a release or waiver on the part of Authority of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of Lessee. Lessee's obligations under this Article shall survive the expiration or earlier termination of the term of this Lease.

5.3 Payment of Sales Tax.

Lessee shall be liable, at its sole cost and expense, for any sales, use or similar taxes with respect to all Annual Rent, Rent, and other payments made by Lessee in accordance with the provisions of this Lease. Lessee shall indemnify, defend and hold Authority completely harmless from and against any liability, including any interest and penalties, which might arise in connection with Lessee's failure to timely remit any such taxes.

ARTICLE VI **INSURANCE**

6.1 Hazard Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout the Term of this Lease, property insurance on and for all Improvements, equipment, furnishings and other personal property now or hereafter erected, installed or used at the Premises, on a replacement cost basis (without deduction for depreciation), for the benefit of Authority and Lessee as their interests may appear, with such coverages, in such form, and with such company or companies as Authority shall approve in writing, including coverage for damage by fire, the elements or other casualty with standard extended endorsements. Lessee, on behalf of itself and its insurance carriers, hereby waives any and all rights of recovery which it may have against Authority or any other party who it is required to indemnify in accordance with the provisions of Article 8 below, for any loss of or damage to property it may suffer as a result of any fire or other peril insured under an insurance policy which it is required to obtain hereunder.

6.2 Liability Insurance.

Lessee shall, at its sole expense, obtain and maintain throughout the Term of this Lease, automobile liability insurance on all automobiles used in connection with its operations at the Premises and commercial general liability insurance protecting the Authority and Lessee (including, without limitation, all members of the governing board of Authority), officers, agents and employees of each, from and against any and all liabilities arising out of or relating to Lessee's Permitted Uses, or the conduct of its operations on the Premises, in the amount of not less than \$5,000,000 (or such greater amount as may be maintained by Lessee from time to time) per occurrence, with no self-insured retention or deductible amount, in such form, and with such company or companies as Authority shall approve in writing, which approval shall not be unreasonably withheld. Such insurance shall include contractual liability coverage for Lessee's covenants to indemnify the Authority and the other parties as required under this Lease and shall provide that it is primary insurance as respects any other valid and collectible insurance the Authority or any of the other additional insureds may possess, including any self-insured retention or deductible any of them may have, and that any other insurance carried by any of them shall be considered excess insurance only.

6.3 Workers' Compensation.

Lessee shall keep in force, at its sole expense, workers' compensation or similar insurance affording the required statutory coverage and requisite statutory limits. Lessee shall also maintain throughout the term of this Lease employer's liability insurance with limits of liability of not less than \$500,000 for each of the "each accident," "disease policy limit," and "disease each employee coverage," or a self insured program with comparable coverage. Such

workers' compensation and employer's liability insurance or self insured program shall contain a waiver of any right of subrogation against Authority.

6.4 Certificates of Insurance.

Within thirty (30) days after the Commencement Date of this Lease, and within thirty (30) days after the expiration of any policy or policies provided by Lessee hereunder, Lessee shall furnish an original certificate of insurance to Authority evidencing such coverage, naming the Authority as an additional insured under the property insurance required under Section 6.1, and naming the Authority as an additional insured under the liability policies required under Section 6.2, and confirming that the policy or policies will not be canceled or modified nor the limits thereunder decreased without thirty (30) days' prior written notice thereof to Authority. Lessee shall also provide Authority with copies of endorsements and other evidence of the coverage set forth in the certificate of insurance as Authority reasonably may request. If Lessee fails to comply with the terms of this Section, Authority, shall have the right, but not the obligation, to cause insurance as referenced herein to be issued, and in such event Lessee shall pay the premium for such insurance upon Authority's demand. Authority shall have the right, exercisable on ninety (90) days' prior written notice to Lessee, to require Lessee, from time to time, to reasonably increase the monetary limits or coverages provided by such policy or policies.

ARTICLE VII
ENVIRONMENTAL

7.1 Lessee's Environmental Obligations.

Lessee shall comply with all "Environmental Laws", which are defined as all applicable federal, state and local statutes, laws, ordinances, regulations, administrative rulings, orders and requirements pertaining to the protection of the environment, including but not limited to, the Authority's rules and regulations, and including, but not limited to those regulating the use, storage, handling and disposal of any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any federal, state or local statute, law, ordinance, regulation, rule or judicial or administrative order with respect to environmental conditions, health, or safety, including, without limitation, asbestos or petroleum products ("Hazardous Substances"). Further, during the Term of this Lease, neither Lessee nor any agent or party acting at the direction or with the consent of Lessee shall use, store, handle or dispose of by any means any Hazardous Substances at the Premises, except that Lessee shall be entitled to use Hazardous Substances of the type and in the quantities typically used by companies performing similar aviation services in accordance with all applicable Environmental Laws. Notwithstanding any other provision hereof, Lessee does not undertake any obligation to remediate, or to take any other action with respect to any environmental condition not attributable to actions at the Premises (or elsewhere at the Airport) by Lessee, its officers, employees, agents, contractors, subcontractors, licensees or invitees.

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

The provisions of this Section 7.1 shall survive the expiration or earlier termination of the term of this Agreement.

ARTICLE VIII INDEMNIFICATION

8.1 Lessee Indemnification.

Lessee shall indemnify, defend and hold completely harmless Authority, from and against any and all liabilities (including, but not limited to, liability with respect to any Hazardous Substances and liability under the Comprehensive Environmental Response, Compensation and Liability Act, as it may be amended from time to time ("CERCLA"), and any other Environmental Law), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable attorneys' fees and costs, including fees and charges for the services of paralegals or other personnel working under the supervision of such attorneys ["Attorneys' Fees"]) which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of Authority, or any property of, injury to or death to any person resulting from or arising out of the use, occupancy or maintenance of the Premises or any Improvements, or the Lessee's operations thereon, or the acts or omissions of Lessee's officers, employees, agents, contractors, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, damage, penalty, cost or expense was proximately caused by the person to be indemnified hereunder, (ii) arising out of the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee, or (iii) imposed on or assessed against the Authority by reason of or arising out of any act or omission on the part of Lessee, any subtenant or any other person acting by, through or for Lessee or any subtenant of Lessee. Authority agrees to give Lessee reasonable notice of any suit or claim for which indemnification will be sought by it hereunder, to allow Lessee or its insurer to compromise and defend the same to the extent of its interest and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Section 9.1, Lessee shall use counsel reasonably acceptable to the Authority. The provisions of this Section 9.1 shall survive the expiration or earlier termination of this Lease with respect to any acts or omissions occurring during the term of this Lease.

ARTICLE IX
DESTRUCTION OF IMPROVEMENTS – CORPORATE AVIATION TERMINAL

9.1 Insurance Proceeds – Corporate Aviation Terminal.

Upon receipt by Lessee and the Authority of the proceeds of any property or builder's risk insurance policy or policies, Lessee and the Authority shall deposit same in an interest-bearing escrow account to pay for the cost of such repair, replacement and rebuilding. Authority shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and Authority shall distribute such proceeds (and any interest earned thereon during construction) solely to pay the cost of such work. If the amount of such insurance proceeds (together with the interest earned thereon) is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds (together with the interest earned thereon) is in excess of the costs thereof, the amount of such excess shall be retained by Lessee. Notwithstanding the language of this Paragraph 10.1, in the event of total or partial destruction of the Premises, the parties will mutually evaluate a course of action that makes commercial sense regarding (i) insurance proceeds and (ii) whether or not this Lease should be terminated.

ARTICLE X
CONDEMNATION

10.1 Notice of Condemnation.

The party receiving any notice in connection with any proceedings or negotiations with respect to an actual or potential condemnation proceeding (a "Taking") shall promptly give the other party notice of the receipt, contents and date of the notice received.

10.2 Rights of Authority and Lessee.

Authority and Lessee shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking. Authority and Lessee each agrees to execute and deliver to the other any instrument that may be required or which would facilitate the provisions of this Lease relating to the condemnation.

10.3 Taking of Leasehold.

Upon a Taking of the entire Premises, Lessee's interest in this Lease shall continue until the Taking is completed by deed, contract or final order of condemnation; unless otherwise specified by court order. If the Taking is of substantially all of the Premises, Lessee may, by notice to Authority within ninety (90) days after Lessee receives notice of the Taking, elect to treat the taking in accordance with the preceding sentence. If Lessee does not so notify Authority, this Lease shall remain in full force and effect covering the balance of the Premises

not so taken, except that the Rent payable hereunder by Lessee shall be equitably adjusted (a "Partial Taking").

10.4 Obligations of Lessee under Partial Taking.

It is understood and agreed that all condemnation proceeds for any Partial Taking of the Premises shall be paid to Lessee to be held by it in trust and used for the repair and reconstruction of the Premises and replacement of the equipment, with any portion of such proceeds not needed for such repair, reconstruction and replacement to be distributed in accordance with the terms of Section 11.6.

10.5 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part of the Premises or Improvements, or both, neither the Term nor the Rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for reconstruction of the Improvements to make them reasonably suitable for Lessee's continued use in connection with its operations under this Lease, after the termination of such Taking, Lessee shall perform such work in accordance with the provisions of the Lease. Upon the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

10.6 Taking by Authority.

Upon any Taking by Authority, Authority and Lessee will either agree to the amount to be paid by Authority for such Taking, or in the absence of such agreement, the matter will be determined in accordance with the laws of the State of Florida.

10.7 Deposit of Sums Payable on Taking.

If Authority and Lessee are unable to agree on how all sums payable by a third party on the Taking are to be distributed and disbursed as between Authority and Lessee, then Authority and Lessee agree to take such action as shall reasonably be required to withdraw such sums from the registry of the Court and jointly deposit such sums in an interest bearing escrow account, and once agreement is reached between Authority and Lessee as to how such sums are to be distributed and disbursed (or the matter has been determined in accordance with the laws of the State of Florida), the interest earned on such sums shall be distributed between Authority and Lessee in the same proportion as the distribution of the principal amount of such sums.

ARTICLE XI
DEFAULT

11.1 Events of Default.

The occurrence of any of the following shall constitute an event of default (an "Event of Default") by Lessee under this Lease: (i) the failure of Lessee to make any payment of Annual Rent, Rent, or any other payment required to be made by Lessee hereunder when due which failure is not remedied within ten (10) days following receipt of written notice from Authority; (ii) the failure of Lessee to keep, observe or perform any other material covenants or agreements herein, and the continued failure to observe or make a reasonable effort to begin to perform any such covenant or agreement after a period of thirty (30) days after written demand; (iii) commencement by or against the Lessee of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness, or the insolvency of the Lessee, or an assignment or arrangement for the benefit of its creditors or the appointment of a receiver, trustee or custodian, provided, however, that any of the foregoing set forth in this subsection (iv) which is commenced by a person other than Lessee shall not constitute an Event of Default if it is discharged within sixty (60) days following receipt of written notice from Authority; or (v) the placement of any lien upon the Premises or any Improvements (excluding liens for taxes which are not delinquent and Mortgages permitted hereunder) which is not discharged of record by payment or bond within thirty (30) days following receipt of written notice from Authority, or any levy under any such lien.

11.2 Remedies for Default.

Upon the occurrence of an Event of Default, the Authority may in its sole discretion pursue any of the following remedies, or such other remedies as may be available to the Authority at law or in equity:

- (a) Authority may terminate the Lease and re-enter and repossess the Premises; or
- (b) Authority may, without terminating this Lease, terminate Lessee's right to possession of the Premises, retake possession of the Premises, and recover immediately from the Lessee damages calculated as follows:
 - (i) all unpaid Annual Rent and other payments due from Lessee that had been earned at the time of termination of Lessee's right to possession, together with,
 - (ii) the amount by which the unpaid Annual Rent and other payments due from Lessee earned after the date of termination of Lessee's right to possession of the Premises until the time of award exceeds the amount of the loss of Annual Rent and other payments due from Lessee that Lessee proves has been or could have reasonably been avoided, together with

(iii) the worth, at the time of the award, of the amount by which the unpaid Annual Rent and other payments due from Lessee for the balance of the Term after the time of award exceeds the amount of the loss of Annual Rent and other payments due from Lessee that Lessee proves could reasonably be avoided. (For purposes of this subparagraph (iii), the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice to its present worth at a rate of interest of four percent (4%) per year.)

For purposes of the calculation of damages described above, and in subsection (c) below, payments other than Annual Rent due from Lessee after the termination of Lessee's right to possession of the Premises shall be based upon the average of such payments payable during the thirty-six (36) month period prior to the termination of possession (or, if shorter, the prior period of the Term of the Lease).

Upon entry of judgment for such damages, as described above, this Lease shall be deemed to be terminated; or

- (a) Authority may, without terminating this Lease, terminate Lessee's right to possession of the Premises, retake possession of the Premises and re-let the Premises, or any part or parts thereof, for the account of Lessee, for a term which may, at Authority's option, be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease. In such event, Lessee shall pay to Authority any deficiency between the Annual Rent and other charges herein reserved and the net amount of the rents and other charges collected on account of any other lease of the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Lease. Authority may recover such deficiency from Lessee at the time each payment becomes due under the Lease, or, at Authority's option, upon the expiration of the Term of this Lease.

Irrespective of the exercise of either of the above-referenced options, Authority shall have the right to recover all unpaid Annual Rent, Rent and other payments earned by Authority prior to the date of termination of possession or of the Lease, and all of Authority's costs, charges and expenses, including reasonable Attorneys' Fees, incurred in connection with the recovery of sums due under this Lease, or due to the breach of any covenant or agreement of Lessee contained in this Lease, including any costs and expenses of reletting the Premises, such as all necessary repairs and renovations, all brokerage fees and Attorneys' Fees. Authority will have the right at any time following an Event of Default to elect to terminate the Lease. No action taken by Authority pursuant to this Section 12.2 shall be deemed to terminate this Lease unless written notice of termination is given by Authority to Lessee.

The rights and remedies given to Authority by this Lease shall not be exclusive, and in addition thereto, Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative,

and the exercise of one such right or remedy by Authority shall not impair its standing to exercise any other right or remedy.

Lessee hereby expressly waives any notices of default not specifically provided for herein, including, without limitation, the three (3) day notice provided for in Section 83.20, Florida Statutes, and all rights of redemption, if any, granted under present or future law in the event Lessee shall be evicted or dispossessed for any cause, or in the event Authority shall obtain possession of the Premises by virtue of the provisions of this Agreement or otherwise.

11.3 Advances By Authority.

If Authority has paid any sums of money or incurred any obligation or expense for which Lessee is obligated to pay or reimburse Authority, or if Authority is required or elects to do so because of the failure of Lessee to perform any of the terms or conditions of this Lease after 10 days written notice, then the same shall be deemed Rent and shall be paid to Authority in accordance with Article III herein.

11.4 Non-Waiver By Authority.

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Annual Rent, Rent or other payments from Lessee by Authority at any time when Lessee is in default under this Lease shall not be construed as a waiver of such default or of Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by Authority to Lessee be taken as an estoppel against Authority, it being expressly understood that Authority may at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

ARTICLE XII
MISCELLANEOUS

12.1 Additional Provisions.

The Parties hereby agree that this Lease shall be subject to the provisions of Exhibit "F" hereto, which is incorporated herein by reference.

12.2 Fees.

Authority will not assess landing fees on aircraft flying non-revenue flights.

12.3 Recording.

This Lease shall not be recorded.

12.4 Additional Reserved Rights of Authority.

Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, facilities, landing areas and taxiways as it may reasonably see fit so long as Authority does not interfere with Lessee's quiet enjoyment of the Premises. Authority shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions that do not interfere with Lessee's quiet enjoyment of the Premises. Authority reserves the right to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Premises) and all others similarly situated from time to time as Authority may deem advisable.

12.5 Leasehold Encumbrances.

Lessee shall not encumber the leasehold premises.

12.6 Assignment and Subletting.

- (a) Lessee shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior approval of Authority, which approval may be granted or withheld by Authority in its sole discretion; except that Lessee may assign this Lease without prior approval (but upon prior written notice to Authority) to a corporate parent, affiliate, sister company, or subsidiary (collectively, an "Affiliate"), upon submitting proof of such affiliation satisfactory to Authority. No sublease or assignment shall release Lessee from any of its obligations under this Lease unless the Authority agrees to such release in writing in its sole discretion. Approvals required under this Paragraph shall be in writing and shall apply to any change in ownership of or power to vote a majority of the outstanding voting stock of Lessee from the owners of such stock or those controlling the power to vote such stock on the date of this Lease (except in the event Lessee is a corporation whose stock is publicly traded), or if Lessee is a limited or a general partnership or other entity, any transfer of an interest in the partnership or other entity which results in a change in the control of such partnership or other entity. Any assignment or sublease, which is not in strict compliance with the terms and conditions of this Paragraph, shall be void ab initio and shall be of no force or effect whatsoever.
- (b) Lessee agrees to reimburse the Authority for its Attorneys' Fees and costs actually incurred in determining whether to give its consent to any proposed sublease or assignment, whether or not such consent is given,

and the negotiation and preparation of any documents with respect to such sublease or assignment.

12.7 Notice.

Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either by (1) hand delivery, (2) United States certified or registered mail, postage prepaid, return receipt requested or (3) overnight delivery by a nationally recognized company, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with this Section:


To Authority: Executive Director
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, Florida 32780


To Tenant: North American Surveillance Systems, Inc.
7065 Challenger Avenue
Titusville, FL 32780

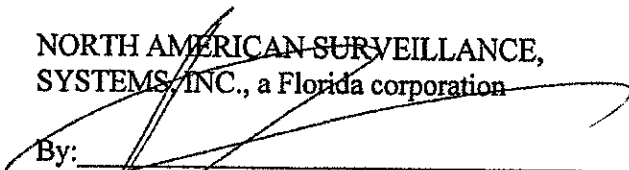
Any such notice shall be deemed effective upon receipt.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Lease to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

WITNESSES:

Print Name: Powell V. Joseph


Print Name: Kimberly Stacer

LESSEE:
NORTH AMERICAN SURVEILLANCE,
SYSTEMS, INC., a Florida corporation
By: 
Printed Name: James M. Hoff
Title: VP / CTO

WITNESSES:

Print Name: _____

Print Name: _____

LESSOR:
TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____
MICHAEL D. POWELL, C.M., ACE
As Its: Chief Executive Officer

Approved as to Form and Legality this _____
day of _____, 2015
WATSON, SOILEAU, DELEO, BURGETT, &
PICKLES, PA

By: _____
Legal Counsel
Titusville-Cocoa Airport Authority

EXHIBIT "A"

SKETCH OF PREMISES

LE-1A

DESIGNATED PARKING

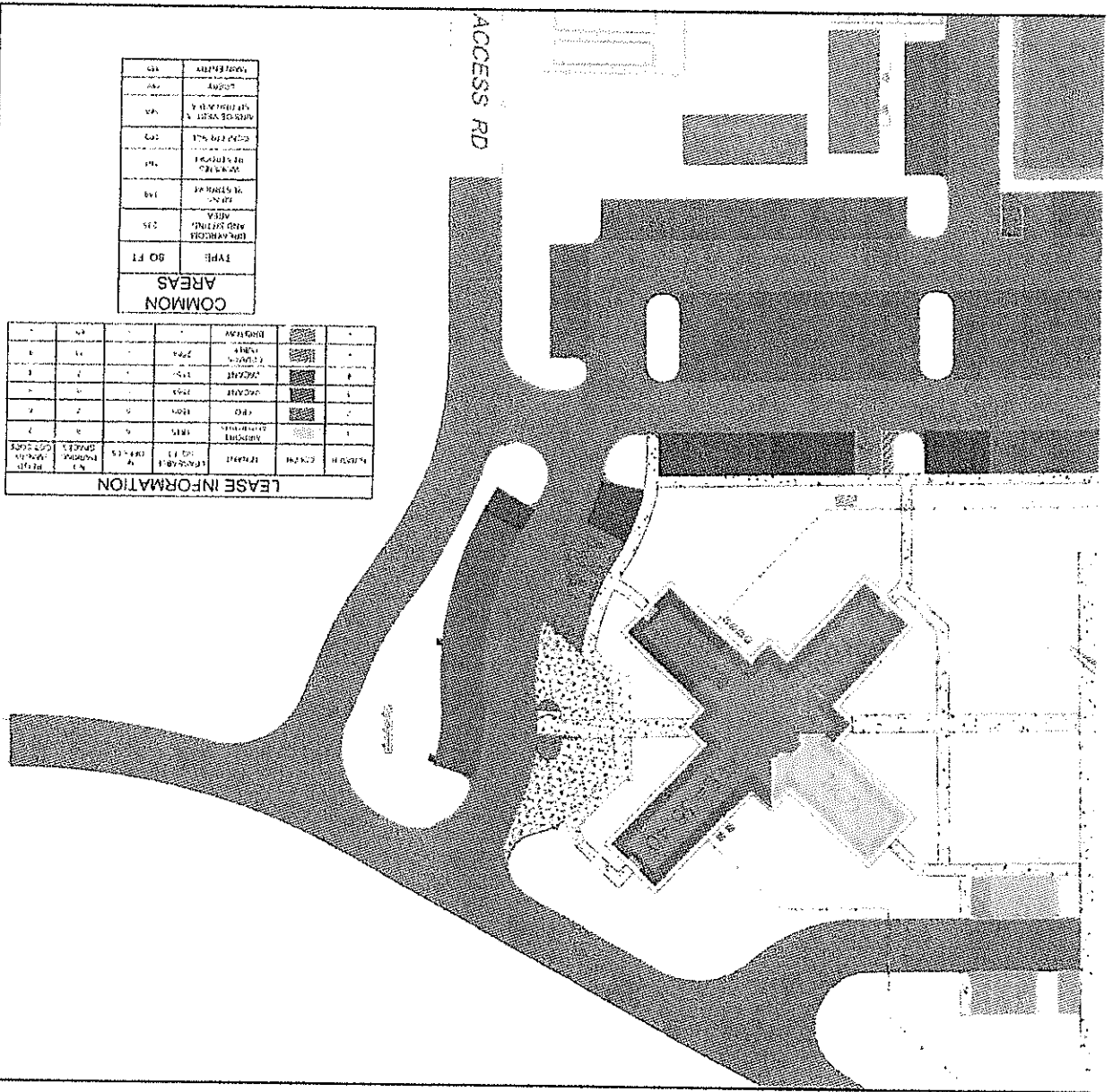
CORPORATE ADMINISTRATION BUILDING

SPACES COAST REGIONAL AIRPORT

THE LPA GROUP TRANSPORTATION CONSULTANTS

OPERIAL & MAINTENANCE

7/17/2015

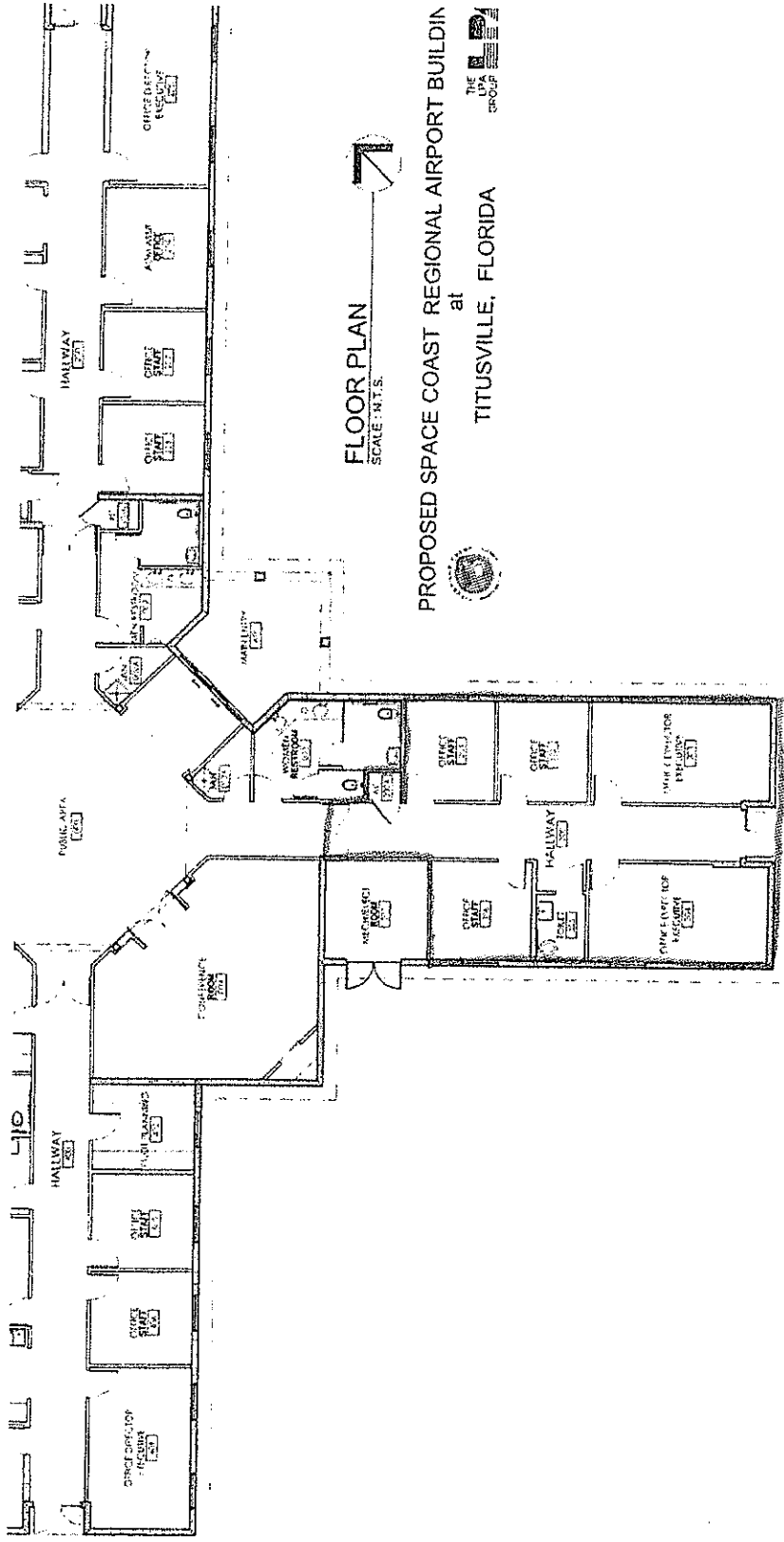


COMMON AREAS

TYPE	AREA	AREA
90 FT <td>REAR PORCH AREA <td>215</td> </td>	REAR PORCH AREA <td>215</td>	215
	APN	148
	PERMITS	148
	CONTRACT	148
	APPROVAL	148
	APPROVAL	148
	APPROVAL	148
	APPROVAL	148

LEASE INFORMATION

NO.	DATE	TO	FROM	TYPE	AREA	AREA
1	1/15/15	1/15/15	1/15/15	LEASE	1	1
2	1/15/15	1/15/15	1/15/15	LEASE	2	2
3	1/15/15	1/15/15	1/15/15	LEASE	3	3
4	1/15/15	1/15/15	1/15/15	LEASE	4	4
5	1/15/15	1/15/15	1/15/15	LEASE	5	5
6	1/15/15	1/15/15	1/15/15	LEASE	6	6
7	1/15/15	1/15/15	1/15/15	LEASE	7	7
8	1/15/15	1/15/15	1/15/15	LEASE	8	8
9	1/15/15	1/15/15	1/15/15	LEASE	9	9
10	1/15/15	1/15/15	1/15/15	LEASE	10	10



FLOOR PLAN
SCALE: 1/8" = 1'-0"

PROPOSED SPACE COAST REGIONAL AIRPORT BUILDING
at
TITUSVILLE, FLORIDA



EXHIBIT "B"
ADDITIONAL PREMISES

[NONE]

EXHIBIT "C"
AUTHORITY IMPROVEMENTS

[NONE]

EXHIBIT "D"
LESSEE IMPROVEMENTS

[NONE]

EXHIBIT "E"
CONSTRUCTION OF IMPROVEMENTS

[NONE]

EXHIBIT "F"
REQUIRED PROVISIONS

Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Premises, and to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Premises and any Improvements shall not be unreasonably impaired and any damage to the Premises or any Improvements caused by Authority as a result thereof shall be repaired without cost to Lessee.

Discrimination Not Permitted.

Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises, any Improvements or the Airport under the provisions of this Lease; (ii) that in the construction of any Improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Lessee shall use the Premises and the Improvements in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Acts of 1964, as the same may be amended. Likewise, Lessee shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Lessee authorize another person, with Authority's prior written consent, to provide services or benefits upon the Premises or the Improvements, Lessee shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Lessee shall furnish the original or a true copy of such agreement to Authority.

Lessee will provide all information and reports required by said regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said regulations and directives. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish this information, Lessee shall so certify to Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of a breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises and the Improvements, and hold the same as if this Lease had never been made or issued. The rights granted to Authority by the foregoing sentence shall not be effective until all applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

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

Lessee further assures Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Lessee also assures Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Lessee's operations at the Premises.

Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions concerning the use and operation of the Airport, and Lessee agrees that it will adopt such requirements as part of this Lease.

Federal Aviation Administration Requirements.

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

Lessee expressly agrees, on behalf of itself and its successors and assigns:

to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

Right to Operate Aircraft at Airport. Nothing contained in this Lease shall give Lessee the right to operate a scheduled airline at the Airport. The right to operate aircraft at the Airport may be obtained by a qualified lessee from Authority by executing an Operating Agreement in the form prescribed by the Authority.

Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of Lessee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease.

Authority Rules and Regulations. Lessee shall observe and comply with all reasonable rules and regulations of Authority which now exist or may hereinafter be promulgated from time to time governing all matters relating to the Airport, including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Authority shall, at Lessee's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Lessee.

Authority Access to Premises. Lessee grants Authority and its authorized agents full and free access to the Premises and all Improvements located thereon at all reasonable times (upon reasonable prior notice, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Lessee hereunder are being met and performed, and for exercising the Authority's rights under Paragraph 4.1 of the Lease, and shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport.

Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Authority or Lessee or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Lessee, it being expressly understood and agreed that neither the computation of Annual Rent, Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Lessee other than the relationship of landlord and tenant.

Exclusive Rights. The rights granted to Lessee under this Lease are not exclusive, except that Lessee shall have the exclusive use of the Premises for the Term of this Lease in accordance with the provisions of this Lease. The Authority expressly reserves the right to grant to third parties rights and privileges on other portions of the Airport that are identical, in whole or in part, to those granted to Lessee hereunder.

Miscellaneous Provisions.

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

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

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

In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.

This Lease was made in, and shall be governed by and construed in accordance with the laws of, the State of Florida. If any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements heretofore made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

Words of gender used in this Lease shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Authority and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Lease and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Authority and Lessee as may reasonably be requested.

COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL (A) COMMUNICATIONS CONCERNING DISPUTES ABOUT DEBTS THAT ARE OWED OR MAY BE OWED PURSUANT TO THIS AGREEMENT, AND (B) INSTRUMENTS IN LESS THAN THE FULL AMOUNT CLAIMED BY THE AUTHORITY AND TENDERED AS FULL SATISFACTION OF A DISPUTED DEBT OR OTHER AMOUNT OWED, SHALL BE SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE FOLLOWING:

**EXECUTIVE DIRECTOR
TITUSVILLE-COCOA AIRPORT AUTHORITY
355 Golden Knights Boulevard
Titusville, Florida 32780**

In accordance with Florida law, Lessee is hereby advised as follows:

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.

Fire Protection System. Lessee shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which Lessee shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

Airport Security. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of the Premises) and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "Air Operations Area"). Any fines or other penalties incurred by the Authority as a result of Lessee's breach of this Paragraph shall be included in the indemnification provided to Authority pursuant to Paragraph 8.1 of the Lease.

Compliance with Stormwater Regulations.

Lessee acknowledges that the Airport is subject to federal stormwater regulations, 40 C.F.R. Part 122 (the "Regulations"), which are applicable to, among other activities, (i) certain industrial activity, including, without limitation, the operation of a vehicle maintenance shop (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and deicing operations and (ii) certain construction activity at the Airport. Lessee also acknowledges that it is familiar with the Regulations and agrees to comply with the Regulations as they may be amended from time to time. Lessee further acknowledges that it has been advised that the Authority has complied with the Regulations by obtaining coverage under the Environmental Protection Agency's Stormwater Multi-Sector General Permit for Industrial Activities (the "Multi-Sector Permit"). Lessee may be able to become a co-permittee under such Multi-Sector Permit by filing separately in accordance with the provisions of the Regulations and the Multi-Sector Permit. Lessee shall provide to the Authority's Manager of Environmental Services copies of any such filings and such other information as the Executive Director may reasonably request with respect to Lessee's compliance with the Regulations. Lessee agrees to comply with such Multi-Sector Permit or any other permit obtained by Authority or Lessee in connection with the Regulations as they pertain to the Premises, and any modifications to or renewals thereof. Such permit will not cover construction activities as defined by the Regulations and will not eliminate the need to obtain permits from state or local agencies as applicable laws, ordinances or regulations may require.

If Lessee, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, Lessee shall determine whether the Regulations require a permit, and if so, Lessee shall obtain the permit, send a copy of the permit to the attention of the Authority's Executive Director, and comply with the permit conditions.

Americans with Disabilities Act. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Authority to enable the Authority to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any Improvements or modifications which it makes to the Premises, (ii) its particular use of the Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Premises, which Lessee is required to make under this Paragraph, shall be performed to the satisfaction of the Authority. In the event the Lessee shall fail to construct or modify any Improvements to the Premises as required under this Paragraph, the Authority shall have the right to enter the Premises and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the Authority as additional Rent hereunder.

Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of war or other national emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform, then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Rent and Rent under this Lease shall not abate, and Lessee shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Lessee to pay Annual Rent or Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Lessee to procure funds or obtain financing necessary to comply with Lessee's obligations under this Lease. In the event that the airport is closed for a period greater than ninety (90) consecutive days by reason of war or other national emergency, the Authority will assist Lessee, as allowable by applicable law, in obtaining compensation for the unamortized portion of any Improvements constructed by Lessee on the Premises from the authority taking such action. However, in no case shall the Authority be liable for any damages arising out of such an event.

Subordination.

This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and third parties, including, but not limited to, those between the Authority and the United States of America, the State of Florida, or the County of Brevard, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required.

Notwithstanding the foregoing provisions of this Paragraph, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee

to use the Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the Authority.

Public Entity Crimes Law. The Lessee acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

Tax Exempt Status of Authority Revenue Bonds. Lessee agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Authority's capital expansion projects to be planned and constructed by Authority with revenue bonds the interest on which is generally exempted from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by those revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Lessee and delivery to Authority of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the form attached hereto as Exhibit "F" simultaneously with the execution of this Lease. Such exhibit shall be deemed to be part of this Lease and shall be binding upon Lessee, its successors and assigns.

Visual Arts. Lessee shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Premises without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.



TIX → SPACE COAST REGIONAL AIRPORT
COI → MERRITT ISLAND AIRPORT
X2I → ARTHUR DUNN AIRPARK

355 Golden Knights Blvd. → Titusville, Florida 32780 → 321.267.8780 → fax: 321.383.4284 → email: admins@flairport.com

MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael D. Powell, C.M., ACE
Chief Executive Officer

DATE: October 15, 2015

ITEM DESCRIPTION - NEW BUSINESS ITEM D

Discussion by Mr. Brian Russell or Mr. Aaron McDaniel of Recent Invoiced Costs by the Michael Baker Jr., Inc. and Contractors Regarding Current Projects

BACKGROUND

The Michael Baker Jr., Inc. is currently conducting the engineering and oversight work for contractors on current projects.

The invoice review is to keep the Board informed and ensure we meet FDOT compliance requirements.

ISSUES

All projects are moving forward.

ALTERNATIVES

If anything regarding the numbers is unclear during the discussion, the Airport Authority Board may ask questions about the costs to ensure everyone is comfortable with the invoices as presented.

FISCAL IMPACT

The current Invoiced Costs for the invoices will be covered by Mr. Brian Russell or Mr. Aaron McDaniel, of Michael Baker Jr., Inc., in detail at the Board Meeting. The back-up documentation is provided for the Board's convenience of reference.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Concur with approval of the invoiced costs by Michael Baker Jr., Inc. and (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
5200 Belfort Road
Concourse III, Suite 110
Jacksonville, FL 32256
(904) 380-2500
(803) 231-3915 Billing

SEPTEMBER 22, 2015

MR. MICHAEL D. POWELL, C.M., ACE
CEO
TITUSVILLE - COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BOULEVARD
TITUSVILLE, FL 32780

REQUEST NO. 5
PROJECT NO. 146363
FM #433520-1

RE: RSA COMPLIANCE & SHORELINE STABILIZATION
RUNWAY 11-29 SAFETY AREA IMPROVEMENT

INVOICE NO. 918199

FOR FEES BILLED FROM AUGUST 1, 2015 THROUGH AUGUST 31, 2015

CV	\$701,498.00				<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
CONSTRUCTION MANAGEMENT						
35.51% COMPLETE OF	\$145,022.00				\$9,917.22	\$51,493.57
RPR INSPECTION-MERRITT ISLAND AIRPORT						
INSPECTOR	NTE	\$170,775.00	<u>RATE</u>	<u>HRS.</u>		
			\$115.00	160.00	\$18,400.00	\$54,740.00
RPR EXPENSES						
MEALS (WEEK)	\$4,950.00		<u>RATE</u>	<u>UNITS</u>		
VEHICLE (WEEK)	\$5,940.00		\$150.00	4.00	\$600.00	\$1,620.00
LODGING (WEEK)	\$8,250.00		\$180.00	4.00	\$720.00	\$2,352.00
			\$250.00	4.00	\$1,000.00	\$2,700.00
	\$19,140.00				\$2,320.00	\$6,672.00
RPR INSPECTION-OFF-SITE MITIGATION AREA						
INSPECTOR	NTE	\$48,000.00	<u>RATE</u>	<u>HRS.</u>		
			\$100.00	160.00	\$16,000.00	\$25,600.00
RPR EXPENSES						
MEALS (WEEK)	\$1,800.00		<u>RATE</u>	<u>UNITS</u>		
VEHICLE (WEEK)	\$2,160.00		\$150.00	4.00	\$600.00	\$960.00
LODGING (WEEK)	\$3,000.00		\$180.00	4.00	\$720.00	\$1,152.00
	\$6,960.00		\$250.00	4.00	\$1,000.00	\$1,600.00
					\$2,320.00	\$3,712.00
ENVIRONMENTAL CONSTRUCTION SERVICES						
44% COMPLETE OF	\$33,852.00				\$7,283.57	\$14,739.95
DERELICT VESSEL REMOVAL & SURVEY						
37.855% COMPLETE OF	\$42,286.00				\$10,557.85 *	\$16,007.32
CONSTRUCTION TESTING (SUB)						
0.000% COMPLETE OF	\$40,000.00				(\$10,200.00) *	\$0.00
MITIGATION MONITORING & MITIGATION REPORTS						
0.000% COMPLETE OF	\$195,463.00				\$0.00	\$0.00
					\$7,641.42	\$30,747.27
TOTAL EARNINGS					\$56,598.64	\$172,964.84
AMOUNT DUE THIS INVOICE						\$56,598.64

* Sub Invoice for \$10,200 was posted to incorrect Task on Invoice #915638, should have been posted to Derelict Vessel Removal

Electronic Payment:
Michael Baker International, Inc.
Citizens Bank
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Mail Payment:
P O Box 536408
Pittsburgh, PA 15253-5906

Michael Powell
9/22/15

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF TWO PAGES

AIA DOCUMENT G702

TO OWNER: Tusville Cocoa Airport Authority
355 Golden Knights Blvd.
Tusville, Florida 32780

PROJECT: RSA Improvements

FROM CONTRACTOR: Welsh Companies
3972 W Eau Gallie Blvd., Suite A
Melbourne, FL 32934

VIA ENGINEER: Michael Baker, Jr. Inc.
5200 Belford Rd., Suite 110
Jacksonville, FL 32256

CONTRACT FOR: Runway 29-11 Improvements MI Airport

APPLICATION NO.: 4(Rev2)
APPLICATION DATE: 8/31/2015
PERIOD TO:

Distribution to:
OWNER
ENGINEER
CONTRACTOR

PROJECT NOS.: 135986
OWNER NO.:
ARCHITECT NO.:
CONTRACTOR NO.:
CONTRACT DATE: 04/15/15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$ 3,856,432.00
2. Net change by Change Orders	50.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 3,856,432.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,006,630.70
5. RETAINAGE:	
a. _____ of Completed Work	67,778.97
(Cell U275 on G703)	
b. _____ of Stored Material	\$ _____
(Cell U281 on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 67,778.97
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 936,851.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 863,226.50
8. CURRENT PAYMENT DUE	\$ 75,625.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,917,580.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA 01992

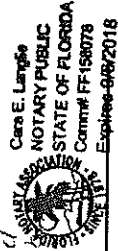
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR: **Welsh Companies**

By: *[Signature]* Date: *9/23/16*

State of FLORIDA
Subscribed and sworn to before me this *33rd* day of *September*
Notary Public: *Chae E. Langley*
My Commission expires: *09/08/2018*



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect verifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: \$ **75,625.23**

(Attach explanation of amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: **Aaron McDaniel, P.E.** Date: **9/25/2015**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance on payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W., WASHINGTON, DC 20004-5099

App For Pay 4(Rev2)

[Handwritten Signature]



CONTINUATION SHEET
 AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In calculations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply

414 DOCUMENT G702 (Modified)

APPLICATION: 4 (Rev 1)
 APPLICATION DATE: 8/31/2015
 PERIOD TO: 8/31/2015
 OWNER PROJECT NO: 135986
 CONTRACTOR PROJECT NO:

Item No.	Bid Ref. No.	Description of Work	Total Units Qty	U O M	Unit Cost	Scheduled Value	Previous		Work Completed		Balance To Finish		Retainage
							Units	Amount	Units	Amount	Units	Amount	
1	01000	Mobilization	1	LS	217,265.00	217,265.00	0.00	167,364.75	0.00	0.00	0	54,321.25	16,296.38
2	01030	Maintenance of Air Operations Traffic	1	LS	3,496.00	3,496.00	1.00	3,496.00	0.00	0.00	0	0.00	349.60
3	02600	Construction Layout And Topographic As-Built Survey	1	LS	21,457.00	21,457.00	0.00	17,691.55	0.00	0.00	0	9,655.65	1,180.14
4	L-111	Provide Two (2) Lighted Portable Runway Closure Markers	66	DAYS	172,519.40	11,386.28	0.00	5,693.15	17.00	3,277.97	14	2,474.25	807.10
4M	L-111	Material - Lighted RW Closure Markers	1	LS	33812.72	32,612.72	1.00	12,132.72	0.00	0.00	0	0.00	0.00
5	S-140	Remove Existing 36" CMP	36	LF	56,250.00	2,025.00	0.00	0.00	0.00	0.00	0	0.00	0.00
6	S-140	De-Silt 24" Drainage Pipe	75	LF	36,320.00	2,724.00	75.00	2,724.00	0.00	0.00	0	0.00	202.50
7	S-190	Remove Existing Pavement Markings	16,500	SF	1,627.33	26,851.00	0.00	15,851.00	2.00	0.00	0	0.00	272.40
8	S-190	Remove Temporary Pavement Markings	5,500	SF	1,627.77	8,950.00	0.00	4,432.00	0.00	0.00	0	0.00	2,685.10
9	D-701	36" Class V RCP (includes excavation and bedding)	36	LF	126,888.69	4,532.00	0.00	5,897.00	0.00	0.00	5,500	8,950.00	0.00
10	D-752	36" Concrete Headwall	2	EA	2,953,500.00	5,907.00	2.00	5,897.00	0.00	0.00	0	0.00	453.20
11	P-152-1	Borrow Excavation	18,000	CY	16,527.22	297,494.00	0.00	0.00	2,428.72	18	14,724	243,722.28	5,422.67
12	P-152-2	Unclassified Excavation	600	CY	13,761.67	8,257.00	0.00	0.00	0.00	0.00	600	8,257.00	0.00
13	P-156	Erosion And Turbidity Control	1	LS	21,602.00	21,602.00	0.00	0.00	0.00	0.00	0	0.00	0.00
13M	P-156	Material - Erosion and Turbidity Control	1	LS	21,602.00	21,602.00	0.00	0.00	0.00	0.00	0	0.00	0.00
14	P-620	Temporary Pavement Markings	6,500	SF	0,768.54	5,095.00	0.00	5,095.00	0.00	0.00	0	0.00	509.50
15	P-620	Reflective Pavement Markings	16,750	SF	1,506.87	25,240.00	0.00	0.00	0.00	0.00	16,750	25,240.00	0.00
16	C6 0	Temporary Electrical and Lighting	1	LS	21,433.00	21,433.00	0.00	0.00	0.00	0.00	0	3,274.95	1,821.81
17	C3 0	Coar. Mat 40	82,000	SF	0,210.60	17,261.00	0.00	0.00	0.00	0.00	82,000	17,261.00	0.00
18	C3 1	Articulated Concrete Blocks, Type "A" (includes 4000 PSI concrete groud geotextile fabric, and rock filler)	24,500	SF	33,252.20	796,786.57	0.00	0.00	0.00	0.00	24,500	796,786.57	0.00
18M	C3 1	Material - Articulated Concrete Blocks, Type "A"	1	LS	15,892.43	15,892.43	0.00	15,892.43	0.00	0.00	0	0.00	0.00
19	C3 1	Material - Articulated Concrete Blocks, Type "B" (includes 4000 PSI concrete groud geotextile fabric, and rock filler)	15,500	SF	32,012.26	496,190.00	0.00	0.00	0.00	0.00	15,500	496,190.00	0.00
20	C3 0	Dewatering Operations (Temporary Sheet Piling and Cofferdams)	1	LS	807,043.00	807,043.00	0.00	0.00	0.00	0.00	1	443,873.65	38,316.54
20M	C3 0	Material - Dewatering Operations (Temporary Sheet Piling and Cofferdams)	1	LS	217,109.00	217,109.00	0.00	0.00	0.00	0.00	0	0.00	0.00
21	ST-100	Planting - Seagrass Transplants	5,000	SF	111,493.00	557,465.00	0.00	0.00	0.00	0.00	5,000	557,465.00	0.00
21M	ST-100	Planting - Seagrass Transplants (Cages)	1	LS	41,625.00	41,625.00	0.00	0.00	0.00	0.00	0	0.00	0.00
22	02930	ACB Initial Plant and Installation	27,500	EA	1,897.45	51,905.00	0.00	0.00	0.00	0.00	27,500	51,905.00	0.00
23	02930	RSA Initial Plant and Installation	15,000	EA	1,887.47	28,312.00	0.00	0.00	0.00	0.00	15,000	28,312.00	0.00



AIA DOCUMENT G703 (Modified)

APPLICATION : 4 (Rev.1)
 APPLICATION DATE: 8/31/2015
 PERIOD TO: 8/31/2015
 OWNER PROJECT NO: 138986
 CONTRACTOR PROJECT NO:

CONTINUATION SHEET
 AIA Document D702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 in tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply

Item No.	Bid Ref. No.	Description of Work	Total Units Qty	U O M	Unit Cost	Scheduled Value	Previous		Work Completed This Period		Total		Balance To Finish		Retainage	
							Units	Amount	Units	Amount	Units	Amount	Units	Amount		
ADDITIVE NO. 1																
1	P-632	Bituminous Pavement Rejuvenation	185,900	SF	0.19287	35,855.00	0	0.00	0	0.00	0	0.00	185,900	35,855.00	0.00	
2	P-620	Temporary Pavement Markings	22,000	SF	0.23150	5,093.00	0	0.00	0	0.00	0	0.00	22,000	5,093.00	0.00	
ADDITIVE NO. 2																
1	S-190	Remove Existing Pavement Markings	15,500	SF	1.62735	25,224.00	0	0.00	0	0.00	0	0.00	10,700	17,412.70	781.13	
2	P-632	Bituminous Pavement Rejuvenation	96,000	SF	0.19288	18,510.00	0	0.00	0	0.00	0	0.00	96,000	18,510.00	0.00	
3	P-620	Reflective Pavement Markings	15,500	SF	1.50677	23,355.00	0	0.00	0	0.00	0	0.00	15,500	23,355.00	0.00	
CHANGE ORDERS																
			0		0.00000	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	
			0		0.00000	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	
			0		0.00000	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	
Original Value							3,856,432.00	949,126.11		1,006,630.70		2,849,801.30		67,776.97		
Current Value							3,856,432.00	57,504.59		1,006,630.70		2,849,801.30		67,776.97		

Total Stored Materials = 328,841.15 (Items: 18M, 4M, 21M, 13M, 20M)

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
5200 Belfort Road
Concourse III, Suite 110
Jacksonville, FL 32256
(904) 380-2500
(803) 231-3915 Billing

OCTOBER 9, 2015

MR. MICHAEL D. POWELL, C.M., ACE
CEO
TITUSVILLE - COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BOULEVARD
TITUSVILLE, FL 32780

REQUEST NO. 6
PROJECT NO. 146363
FM #433520-1

RE: RSA COMPLIANCE & SHORELINE STABILIZATION
RUNWAY 11-29 SAFETY AREA IMPROVEMENT

INVOICE NO. 919675

FOR FEES BILLED FROM SEPTMEMBER 1, 2015 THROUGH SEPTEMBER 30, 2015

CV	\$701,498.00						
				<u>INVOICED</u>		<u>INVOICED</u>	
				<u>THIS PERIOD</u>		<u>TO DATE</u>	
CONSTRUCTION MANAGEMENT							
42.11% COMPLETE OF	\$145,022.00			\$9,569.64		\$61,063.21	
RPR INSPECTION-MERRITT ISLAND AIRPORT							
INSPECTOR NTE	\$170,775.00	<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>		
		\$115.00	128.00	\$14,720.00	604.00	\$69,460.00	
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>		
MEALS (WEEK)	\$4,950.00	\$150.00	2.80	\$420.00	13.60	\$2,040.00	
VEHICLE (WEEK)	\$5,940.00	\$180.00	2.80	\$504.00	15.87	\$2,856.00	
LODGING (WEEK)	\$8,250.00	\$250.00	2.80	\$700.00	13.60	\$3,400.00	
	\$19,140.00			\$1,624.00		\$8,296.00	
RPR INSPECTION-OFF-SITE MITIGATION AREA		<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>		
INSPECTOR NTE	\$48,000.00	\$100.00	128.00	\$12,800.00	384.00	\$38,400.00	
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>		
MEALS (WEEK)	\$1,800.00	\$150.00	4.00	\$600.00	10.40	\$1,560.00	
VEHICLE (WEEK)	\$2,160.00	\$180.00	4.00	\$720.00	10.40	\$1,872.00	
LODGING (WEEK)	\$3,000.00	\$250.00	4.00	\$1,000.00	10.40	\$2,600.00	
	\$6,960.00			\$2,320.00		\$6,032.00	
ENVIRONMENTAL CONSTRUCTION SERVICES							
77.38% COMPLETE OF	\$33,852.00			\$11,454.19		\$26,194.14	
DERELICT VESSEL REMOVAL & SURVEY							
38.70% COMPLETE OF	\$42,286.00			\$357.85		\$16,365.17	
CONSTRUCTION TESTING (SUB)							
0.000% COMPLETE OF	\$40,000.00			\$0.00		\$0.00	
MITIGATION MONITORING & MITIGATION REPORTS							
0.000% COMPLETE OF	\$195,463.00			\$0.00		\$0.00	
				\$11,812.04		\$42,559.31	
TOTAL EARNINGS				\$52,845.68		\$225,810.52	
AMOUNT DUE THIS INVOICE						\$52,845.68	

Electronic Payment:
Michael Baker International, Inc.
Citizens Bank
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Mail Payment:
P O Box 536408
Pittsburgh, PA 15253-5906

Michael Powell
10/9/15

Titusville-Cocoa Airport Authority
Check Register
For the Period From Sep 1, 2015 to Sep 30, 2015

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
34694	9/2/15	Standard Insurance Company	101000	432.87
34662	9/4/15	AT&T Mobility	101000	437.61
34663	9/4/15	A T & T	101000	376.81
34664	9/4/15	Batteries By Fisher, Inc.	101000	675.03
34665	9/4/15	Bennett Auto Supply	101000	340.49
34666	9/4/15	Bighthouse Networks	101000	58.26
34667	9/4/15	Capital Office Products	101000	181.05
34668	9/4/15	Cintas Corp., Loc. 149	101000	161.94
34669	9/4/15	City Of Titusville	101000	799.03
34670	9/4/15	City Of Titusville	101000	252.87
34671	9/4/15	Copytronics Information Systems	101000	345.69
34672	9/4/15	D & E Pump	101000	5.98
34673	9/4/15	Dish	101000	55.00
34674	9/4/15	Energywise A/C	101000	787.00
34675	9/4/15	Federal Express	101000	22.57
34676	9/4/15	Florida Power & Light	101000	878.10
34677	9/4/15	Graphic Press	101000	184.00
34678	9/4/15	Lowes	101000	181.17
34679	9/4/15	Marie's Coffee Service	101000	71.75
34680	9/4/15	Michael Baker International	101000	94,314.18
34681	9/4/15	Ron Norris Ford	101000	38.00
34682	9/4/15	ServiceMasterClean	101000	510.00
34683	9/4/15	SpaceCoast Engraving	101000	40.00
34684	9/4/15	Sterling Enterprises, LLC	101000	69,233.31
34685	9/4/15	Waste Management	101000	175.76
34686	9/4/15	Watkins Fuel Oil	101000	3,122.07
34687	9/4/15	Watkins Fuel Oil	101000	105.24
34688	9/4/15	Angel Keller	101000	32.26
34689	9/4/15	Board Of Co. Commissioners	101000	13,075.36
34690	9/4/15	DavisVision	101000	70.71
34691	9/4/15	ICMA Retirement Trust	101000	1,003.32
34692	9/4/15	Delta Dental Insurance Co.	101000	507.10

Titusville-Cocoa Airport Authority
Check Register
For the Period From Sep 1, 2015 to Sep 30, 2015

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
34695	9/18/15	A T & T	101000	348.05
34696	9/18/15	Brevard County Emergency Mgmt	101000	758.04
34697	9/18/15	Brevard County Utility Resources	101000	100.00
34698	9/18/15	Brown & Brown Insurance	101000	972.16
34699	9/18/15	Cintas Corp., Loc. 149	101000	241.94
34700	9/18/15	Copytronics Information Systems	101000	84.78
34701	9/18/15	Davies, Houser, Secrest & Harris, P.A.	101000	800.00
34702	9/18/15	Dish	101000	52.70
34703	9/18/15	Electro-Mechanical Services	101000	5.83
34704	9/18/15	Energywise A/C	101000	820.00
34705	9/18/15	Flagler Development Company	101000	788.77
34706	9/18/15	Florida Power & Light	101000	5,102.05
34707	9/18/15	Logical Decisions LTD	101000	458.23
34708	9/18/15	Michael Baker International	101000	12,623.36
34709	9/18/15	MITEL Leasing	101000	204.46
34710	9/18/15	Rev-Cut Mower	101000	28.30
34711	9/18/15	Sherwin Williams	101000	263.09
34712	9/18/15	Space Coast Auto Supply	101000	19.98
34713	9/18/15	Space Coast Fire & Safety	101000	18.00
34714	9/18/15	Watson, Soileau, Deleo,	101000	1,500.20
34715	9/18/15	Bruce Olseen	101000	25.00
34716	9/18/15	Keith Tribble	101000	277.06
34717	9/18/15	Carl Jefferson	101000	131.35
34718	9/18/15	Deborah Schnaars	101000	21.90
34719	9/18/15	Delta Dental	101000	37.38
34720	9/18/15	ICMA Retirement Trust	101000	1,013.32
Total				215,170.48

Titusville-Cocoa Airport Authority
Budget vs Actual
September FY 14/15

Revenues	Budget	Month	YTD	Budget	Expense					Total	%	
					Budget	Arthur Dunn	Space Coast	Merritt Island	G & A			Unallocated
Revenues	\$2,249,444.00	\$131,853.77	\$2,076,654.70	92.32%								
Interest Income	\$0.00	\$27.13	\$365.50	0.00%								
Ad Valorem	\$0.00	\$3.85	\$11.55	0.00%								
Misc. Income	\$2,500.00	\$62.43	\$17,255.96	0.00%								
TOTAL	\$2,251,944.00	\$131,947.18	\$2,094,287.71	93.00%								
					Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Personnel Services												
Salaries	\$844,575.00	\$42,448.43	\$245,132.39	\$73,348.36	\$367,656.32	\$68,845.85			\$367,656.32	\$68,845.85	\$797,431.35	94.42%
Payroll Tax	\$64,610.00	\$3,294.97	\$13,571.92	\$3,679.30	\$24,398.97	\$8,160.11			\$24,398.97	\$8,160.11	\$53,105.27	82.19%
Workman's Compensatic	\$16,722.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,559.50			\$0.00	\$18,559.50	\$18,559.50	110.99%
Florida Retirement	\$88,115.00	\$3,189.24	\$12,909.19	\$3,752.91	\$66,806.46	\$3,956.62			\$66,806.46	\$3,956.62	\$90,614.42	102.84%
Employee Insurance	\$174,819.00	\$0.00	\$0.00	\$0.00	\$42,207.90	\$118,619.53			\$42,207.90	\$118,619.53	\$160,827.43	92.00%
Employee Education	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	0.00%
Operating Expense												
Professional Services												
Land Appraisal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	0.00%
General Consultant	\$10,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00			\$5,000.00	\$0.00	\$5,000.00	50.00%
Legal Service	\$45,000.00	\$0.00	\$0.00	\$0.00	\$35,127.66	\$0.00			\$35,127.66	\$0.00	\$35,127.66	78.06%
Accounting/Auditing	\$34,000.00	\$0.00	\$0.00	\$0.00	\$32,293.19	\$0.00			\$32,293.19	\$0.00	\$32,293.19	94.98%
Contract Services												
Computer Tech Support	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	0.00%
Janitorial Service	\$8,000.00	\$0.00	\$0.00	\$0.00	\$6,305.00	\$0.00			\$6,305.00	\$0.00	\$6,305.00	78.81%
Investigation/Testing	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$0.00			\$95.00	\$0.00	\$95.00	0.00%

Titusville-Cocoa Airport Authority
 Budget vs Actual
 September FY 14/15

Expense	Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Travel & Training								
Travel & Per Diem	\$0.00	\$0.00	\$0.00	\$0.00	\$1,691.65	\$0.00	\$1,691.65	#DIV/0!
Training & Education	\$0.00	\$0.00	\$0.00	\$0.00	\$727.92	\$0.00	\$727.92	#DIV/0!
Communications & Freight								
Telecommunications								
Telephone	\$27,000.00	\$1,418.17	\$9,462.45	\$3,217.82	\$5,883.61	\$1,663.66	\$21,645.71	80.17%
Cell Phones	\$7,500.00	\$0.00	\$0.00	\$0.00	\$4,823.60	\$0.00	\$4,823.60	64.31%
Cable Service	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,285.22	\$0.00	\$1,285.22	0.00%
Postage								
Postage	\$4,000.00	\$0.00	\$0.00	\$0.00	\$2,086.93	\$0.00	\$2,086.93	52.17%
Express Mail	\$800.00	\$0.00	\$0.00	\$0.00	\$232.36	\$0.00	\$232.36	29.05%
Online Services	\$550.00	\$0.00	\$0.00	\$0.00	\$731.04	\$0.00	\$731.04	132.92%
Utility Services								
Water/Sewer	\$15,000.00	\$1,775.42	\$3,609.67	\$1,968.34	\$2,263.69	\$353.51	\$9,970.63	66.47%
Electricity	\$93,000.00	\$9,461.18	\$40,823.97	\$30,744.15	\$7,748.89	\$2,737.17	\$91,515.36	98.40%
Storm Water Fees	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Solid Waste	\$8,000.00	\$738.63	\$0.00	\$0.00	\$0.00	\$0.00	\$738.63	9.23%
Rentals & Leases								
Equipment Rental	\$5,000.00	\$0.00	\$175.76	\$1,757.60	\$229.69	\$0.00	\$2,163.05	43.26%
Postage Machine	\$725.00	\$0.00	\$0.00	\$0.00	\$444.24	\$0.00	\$444.24	61.27%
Copy Machine	\$3,000.00	\$0.00	\$0.00	\$0.00	\$1,536.86	\$0.00	\$1,536.86	51.23%
Phone System	\$7,500.00	\$0.00	\$0.00	\$0.00	\$2,479.41	\$0.00	\$2,479.41	33.06%
Insurance								
Property/Casual								
Buildings & Equipment	\$246,307.00	\$0.00	\$0.00	\$0.00	\$0.00	\$206,324.41	\$206,324.41	83.77%
Fuel Tank	\$3,000.00	\$1,105.00	\$350.00	\$965.39	\$0.00	\$0.00	\$2,420.39	80.68%
Housing/Liability	\$7,402.00	\$7,421.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,421.00	100.26%
Airport Liability	\$12,000.00	\$0.00	\$0.00	\$0.00	\$8,790.82	\$0.00	\$8,790.82	73.26%
Auto Liability	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,527.00	\$17,527.00	146.06%
Officers Liability	\$5,000.00	\$0.00	\$0.00	\$0.00	\$4,320.00	\$0.00	\$4,320.00	86.40%
Employee Bond	\$400.00	\$0.00	\$0.00	\$0.00	\$402.16	\$0.00	\$402.16	100.54%

Titusville-Cocoa Airport Authority
 Budget vs Actual
 September FY 14/15

Expense	Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Repairs & Maintenance								
Service Contracts	\$11,500.00	\$100.00	\$1,549.03	\$1,255.00	\$936.00	\$870.00	\$4,710.03	40.96%
Repairs/Maintenance Printing/Binding	\$117,500.00	\$6,340.91	\$50,804.32	\$23,433.87	\$381.91	\$15,113.52	\$96,074.53	81.77%
General Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Promotional Activities								
Advertising								
Marketing	\$2,500.00	\$0.00	\$0.00	\$0.00	\$5,532.67	\$0.00	\$5,532.67	221.31%
Promotional	\$0.00	\$0.00	\$0.00	\$0.00	\$97.94	\$0.00	\$97.94	0.00%
Other Charges/Obligations								
Legal Notices	\$2,300.00	\$0.00	\$0.00	\$0.00	\$246.09	\$0.00	\$246.09	10.70%
Real Estate Taxes	\$13,000.00	\$0.00	\$0.00	\$0.00	\$9,974.13	\$0.00	\$9,974.13	76.72%
Brevard Count Indirect F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Supplies								
Office Supplies	\$9,000.00	\$0.00	\$0.00	\$0.00	\$6,786.05	\$0.00	\$6,786.05	75.40%
Operating Supplies	\$55,000.00	\$1,965.19	\$158.01	\$0.00	\$0.00	\$28,126.62	\$30,249.82	55.00%
Furniture & Fixtures	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Maintenance Uniforms	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,479.64	\$4,479.64	74.66%
Books, Publications, Subscriptions								
Books & Publications	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Memberships								
Dues & Memberships	\$2,000.00	\$330.00	\$660.00	\$1,035.00	\$4,726.16	\$0.00	\$6,751.16	337.56%
Capital Outlay								
Vehicles/Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Contingency								
Contingency	\$24,879.00	\$0.00	\$22,585.14	\$0.00	\$0.00	\$0.00	\$22,585.14	90.78%
Debt Service	\$232,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,549.12	\$185,549.12	79.83%
Total	\$2,251,944.00	\$79,588.14	\$401,791.85	\$145,157.74	\$654,249.54	\$680,886.26	\$1,961,673.53	87.11%

Financial Review
Cash Position, Commitments, Reserves
as of September 30, 2015

1) Cash On Hand:

a) Cash per Operating Fund Balance Sheet	\$636,688
b) Cash per Revenue Fund Balance Sheet	\$223,328
c) Cash per R & R Fund Balance Sheet	\$0
d) Cash per Debt Service Fund Balance Sheet	\$46,891
e) Cash per Development Fund Balance Sheet	\$525,191
Total Cash on Hand	<u>\$1,432,098</u>

2) Plus Grants Receivable

Total Cash and Grants Receivable	<u>\$1,432,098</u>
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3) Less Restricted Cash

a) FDOT Advances	\$0
b) State Board LGIP B	\$0
Total Unrestricted Cash	<u>\$1,432,098</u>

4) Less Funds Committed for Operations

a) Operations Reserve	\$0
b) Renewal & Replacement Fund	\$0
c) Escrow Account	\$0
Total Funds Committed for Operations	<u>\$0</u>

5) Less Funds Committed for Projects

(Analyzed as of 09/30/15)

Projects		Funded
a) TIX East Apron Expansion & Rehabilitation	\$14,065	2/24/2015
b) TIX Spaceport Launch Site Operators License	\$8,303	TCAA
c) TIX East Aircraft Storage Hangar	\$162,921	6/27/2013
d) TIX Airfield Pavement Marking	\$3,501	4/16/2014
e) COI RSA Construction	\$141,787	2/24/2015
f) COI North Area Security & Infrastructure	\$162,500	6/23/2015
Total Committed Funds	<u>\$493,076</u>	

6) Total Uncommitted Cash

\$939,022

CURRENT CAPITAL IMPROVEMENT PROJECT GRANT SUMMARY SHEET

Proposed New Projects

<u>Airport</u>	<u>Project Name</u>	<u>Total Cost</u>	<u>Grant Type</u>	<u>Date Funded</u>	<u>Federal</u>	<u>FDOT</u>	<u>Authority</u>	<u>EXPENSE To Date</u>	<u>BALANCE OF Commitment</u>
TIX	Spaceport Operators License	\$550,865	50/50		\$0	\$0	\$279,584	\$271,281	\$8,303
TIX	East Aircraft Storage Hangar	\$1,518,000	80/20	6/27/2013	\$0	\$1,214,400	\$303,600	\$140,679	\$162,921
TIX	Airfield Pavement Marking	\$305,000	90/5/5	4/16/2014	\$274,500	\$15,250	\$15,250	\$11,749	\$3,501
TIX	East Apron Expansion & Rehabilitation	\$2,244,429	80/20	2/24/2015	\$274,500	\$1,795,543.00	\$448,886.00	\$434,821	\$14,065
TIX Total:		\$4,618,294			\$274,500	\$3,025,193	\$1,047,320	\$858,531	\$188,789
COI	RSA Embankment Stabilization-Construction	\$3,975,432	90/5/5	2/24/2015	\$3,478,529	\$193,252	\$193,252	\$51,465	\$141,787
COI	North Area Security & Infrastructure	\$812,500		6/23/2015	\$3,478,529	\$650,000	\$162,500	\$0	\$162,500
COI Total:		\$4,787,932			\$3,478,529	\$843,252	\$355,752	\$51,465	\$304,287
X21 Total:		\$0			\$0	\$0	\$0	\$0	\$0
Grand Totals		\$9,406,226			\$3,753,029	\$3,868,445	\$1,403,072	\$909,996	\$493,076

Titusville-Cocoa Airport Authority
Balance Sheet
September 30, 2015

ASSETS

Cash		
Cash Operating	\$	66,058.32
Cash Savings		566,439.11
Cash - Payroll		3,695.24
Petty Cash		350.00
Petty Cash - Mini's		145.56

Total Cash		636,688.23
Current Assets		
Bond Cost		25,214.24
Prepaid Expenses		9,274.65

Total Current Assets		34,488.89
Property and Equipment		
Land Improve. - X21		3,163,568.79
Land Improve. - TIX		11,265,450.01
Land Improve. - COI		1,390,040.00
Bldg. Improve. - X21		2,386,882.77
Bldg. Improve. - TIX		13,463,195.20
Bldg. Improve. - COI		6,230,575.94
Allow/Dep Bldg - X21		(1,231,212.00)
Allow/Dep Bldg - TIX		(3,593,850.21)
Allow/Dep Bldg - COI		(3,298,364.17)
Runway Lighting - X21		2,827,636.56
Runway Lighting - TIX		15,239,021.25
Runway Lighting - COI		5,001,855.57
Allow/Dep Lighting - X21		(947,126.37)
Allow/Dep Land - TIX		(308,495.25)
Allow/Dep Lighting - TIX		(6,282,458.64)
Allow/Dep Land - COI		(26,185.21)
Allow/Dep Lighting - COI		(2,340,311.36)
Radio Equipment		546,107.42
Fire Equipment		13,607.95
Vehicles		1,160,131.41
Tools & Equip.		151,446.76
Tools & Equipment - X21		4,295.69
Tools & Equipment - COI		17,633.75
Furniture		36,242.13
Fixtures & Equip.		136,219.62
Fixtures & Equip. - X21		34,325.49
Furniture & Fix - COI		32,949.78
Other Assets		1,219,447.34
Heavy Equipment - TIX		330,296.95
Heavy Equipment - COI		37,986.48
Allow/Dep Radio Equip		(389,491.46)
Allow/Dep Fire Equip		(13,607.95)
Allow/Dep Vehicles		(234,581.52)
Allow/Dep Tools & Equip		(144,261.58)
Allow/Dep Furniture		(24,283.07)
Allow/Dep Fix & Equip		(130,720.25)
Allow/Dep Fix & Equip X21		(30,837.11)
Allow/Dep Fix & Equip COI		(31,619.28)
Allow/Dep Other Assets		(1,011,458.04)
Allow/Dep Heavy Equip		(368,283.43)

Total Property and Equipment		44,281,769.96

Titusville-Cocoa Airport Authority
Balance Sheet
September 30, 2015

Other Assets		
Total Other Assets		0.00
Total Assets		\$ 44,952,947.08

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$ (1,625.00)	
Wages Payable	38,082.48	
Fica W/H	2,262.27	
Retirement Payable	133.84	
Life Insurance	(24.97)	
Long Term Disability	29.26	
Group Health	3,332.74	
Med Msa	(133.71)	
Short Term Disability	(26.40)	
Florida Retirement	1,916.14	
Accrued Vacation & Sick	115,303.43	
Post Employment Benefits	124,631.00	
Transfer To R & R Fund	(34,306.22)	
Transfer To Operating	(300,000.00)	
Transfer To Debt Service	(40,331.78)	
Transfer To Development	(1,909,639.58)	
Total Current Liabilities		(2,000,396.50)
Long-Term Liabilities		
Barnett Bank Note 5	33,130.00	
Suntrust	2,000,000.00	
Amortization of Wachovia Loan	(1,295.00)	
Total Long-Term Liabilities		2,031,835.00
Total Liabilities		31,438.50
Capital		
Contributions Local Gov't	7,905,553.21	
Contributions FAA	26,494,073.15	
Contributions FDOT	17,669,758.08	
Contributions DEP	80,853.00	
Contributions GSA	7,404.00	
Contributions FBO	5,760.00	
Contributions Other	4,326,229.81	
Retained Earnings	(11,886,285.97)	
Net Income	318,163.30	
Total Capital		44,921,508.58
Total Liabilities & Capital		\$ 44,952,947.08

Titusville-Cocoa Airport Authority
Income Statement
For the Twelve Months Ending September 30, 2015

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Ad Valorem	(0.91)	0.00	0.00	0.00
Ad Valorem - Pri	4.76	0.00	11.55	39.28
Misc. Income	62.43	2,963.59	17,255.96	22,161.37
Interest Income	27.13	2.18	365.50	45.52
Transfer From Re	131,853.77	245,780.22	2,076,654.70	2,114,415.61
Total Revenues	131,947.18	248,745.99	2,094,287.71	2,136,661.78
Cost of Sales				
Total Cost of Sale	0.00	0.00	0.00	0.00
Gross Profit	131,947.18	248,745.99	2,094,287.71	2,136,661.78
Expenses				
Executive Salarie	13,961.52	13,961.52	182,424.76	177,810.29
Salaries - G & A	15,025.46	14,135.18	185,231.56	179,845.85
Salaries - X21	3,011.93	14,383.00	42,448.43	63,734.99
Salaries - TIX	19,492.61	74,253.49	245,132.39	256,506.36
Salaries - COI	5,753.07	20,641.58	73,348.36	90,661.21
Salaries - Unalloc	10,332.70	(61,270.44)	68,845.85	0.00
Employee Inv. &	0.00	0.00	70.00	70.00
Payroll Taxes - G	1,818.79	1,043.03	24,398.97	27,658.22
Payroll Taxes - X	230.41	1,195.46	3,294.97	3,641.42
Payroll Taxes - TI	1,097.21	4,485.03	13,571.92	19,058.59
Payroll Taxes - C	0.00	1,552.62	3,679.30	4,974.00
Payroll Taxes - U	1,031.19	(4,598.61)	8,160.11	0.00
FL Retirement -	5,300.40	5,109.03	66,806.46	52,643.22
FL Retirement -	263.43	811.62	3,189.24	3,141.14
FL Retirement - T	1,063.28	3,444.80	12,909.19	15,338.36
FL Retirement -	336.80	1,177.77	3,752.91	4,559.09
FL Retirement -	262.98	(3,491.88)	3,956.62	0.00
Group Insurance -	4,180.73	3,856.55	42,207.90	46,143.33
Group Insurance -	0.00	16,534.05	0.00	16,534.05
Group Insurance -	0.00	62,574.85	0.00	62,574.85
Group Insurance -	0.00	23,523.30	0.00	23,523.30
Group Insurance -	9,242.14	(92,558.60)	118,619.53	0.00
Workman's Comp	0.00	2,776.08	0.00	2,776.08
Workman's Comp	0.00	10,506.35	0.00	10,506.35
Workman's Comp	0.00	3,949.57	0.00	3,949.57
Workman's Comp	0.00	(17,232.00)	18,559.50	0.00
Unemployment -	0.00	(7,566.00)	0.00	(7,566.00)
Prof. Service - Le	1,500.20	6,411.20	35,127.66	30,438.40
Prof. Serv. Gen C	0.00	3,380.00	5,000.00	4,615.00
Prof. Serv.-Other	0.00	324.56	0.00	324.56
Investigations	0.00	0.00	0.00	25.00
Accounting & Au	1,176.99	1,140.08	32,293.19	29,353.47
Contracts & Perm	0.00	0.00	25.00	125.00
Travel - G & A	726.28	0.00	1,691.65	0.00
Travel - Training	11.60	0.00	727.92	27,808.59
Telephone	190.13	360.75	5,883.61	7,933.27
Telephone - X21	157.92	312.71	1,418.17	1,246.50
Telephone - TIX	791.59	1,576.80	9,462.45	8,419.32
Telephone - COI	124.01	546.35	3,217.82	3,020.85
Telephone-Unallo	157.34	(1,047.67)	1,663.66	0.00

For Management Purposes Only

Titusville-Cocoa Airport Authority
Income Statement
For the Twelve Months Ending September 30, 2015

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Cellular Phones	437.61	829.16	4,823.60	4,723.33
Cable Service	107.70	92.52	1,285.22	1,176.33
Internet Fees	58.26	58.24	731.04	511.51
Freight & Postage	0.00	156.99	2,086.93	2,197.97
Express Mail	22.57	153.88	232.36	515.23
Electricity G & A	958.58	1,539.36	7,748.89	10,630.29
Electricity - X21	797.34	1,819.98	9,461.18	9,336.62
Electricity - TIX	3,050.87	7,188.80	40,823.97	30,883.16
Electricity - COI	505.81	5,500.64	30,744.15	32,562.13
Electricity - Unall	384.40	(5,652.89)	2,737.17	0.00
Water - G & A	347.97	259.54	2,263.69	1,758.51
Water - X21	162.74	388.67	1,775.42	1,903.44
Water - TIX	366.30	617.40	3,609.67	3,241.43
Water - COI	0.00	203.15	1,968.34	2,048.99
Water - Unallocat	26.84	(181.89)	353.51	0.00
Solid Waste - X2	90.13	0.00	738.63	989.00
Solid Waste - TI	0.00	0.00	0.00	232.46
Solid Waste - CO	0.00	0.00	0.00	10.45
Stormwater Fees -	0.00	90.43	0.00	90.43
Rentals & Leases	0.00	0.00	229.69	0.00
Rentals & Leases	0.00	0.00	175.76	413.24
Rentals & Leases	351.52	348.68	1,757.60	1,917.74
Copy Machine Re	345.69	0.00	1,536.86	1,382.76
Postage Machine	0.00	0.00	444.24	437.49
Phone System Re	204.46	203.49	2,479.41	2,474.98
Airport Liability -	0.00	219.92	0.00	219.92
Airport Liability -	0.00	1,888.85	0.00	1,888.85
Airport Liability -	0.00	(643.63)	0.00	(643.63)
Vehicle Insurance	0.00	0.00	17,527.00	0.00
Property Insuranc	0.00	34,592.16	0.00	34,592.16
Property Insuranc	0.00	134,885.96	0.00	134,885.96
Property Insuranc	0.00	49,214.93	0.00	49,214.93
Property Ins - Un	44.86	(222,750.63)	206,324.41	0.00
Employee Bond	0.00	0.00	402.16	402.16
Officers Liability	0.00	0.00	13,110.82	4,026.00
Fuel Tank Ins. -	0.00	0.00	1,105.00	1,243.96
Fuel Tank Insura	350.00	0.00	350.00	0.00
Fuel Tank Ins. - C	0.00	0.00	965.39	1,224.72
Housing Liability	0.00	0.00	7,421.00	0.00
R & M - Office E	0.00	7,740.23	0.00	7,740.23
R & M - X21	0.00	151.37	24.99	151.37
R & M - TIX	0.00	572.87	331.85	6,018.90
R & M - COI	0.00	215.36	0.00	215.36
R & M - Unalloca	0.00	(939.60)	30.47	0.00
R & M Service -	0.00	185.00	936.00	674.10
R & M Service -	0.00	184.18	100.00	284.18
R & M Service -	0.00	1,531.83	1,549.03	4,265.83
R & M Service -	100.00	362.03	1,255.00	1,487.03
R & M Service -	80.00	(1,143.24)	870.00	0.00
R & M - Equip. -	0.00	624.59	306.91	3,303.98
R & M - Equip. -	0.00	2,134.92	5,433.49	6,640.39
R & M - Equip. -	1,718.11	13,820.46	30,744.34	46,440.55
R & M - Equip. -	486.53	3,102.96	19,038.19	18,037.68
R & M - Equip. -	780.27	(7,390.33)	11,226.28	0.00
R & M - Bldgs. -	0.00	0.00	75.00	1,152.50
R & M - Bldgs. -	281.09	240.16	882.43	1,865.27
R & M - Bldgs. -	81.87	(8,394.21)	17,535.29	23,494.70
R & M - Bldgs. -	0.00	505.10	3,648.65	2,369.74

For Management Purposes Only

Titusville-Cocoa Airport Authority
Income Statement
For the Twelve Months Ending September 30, 2015

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
R & M - Bldgs. -	0.00	(952.77)	1,271.23	0.00
R & M - Autos -	0.00	344.73	0.00	420.09
R & M - Autos -	255.98	1,865.28	2,192.84	3,746.07
R & M - Autos -	142.49	490.45	747.03	996.27
R & M - Autos -	0.00	(2,070.32)	2,585.54	0.00
Promotional Ads	0.00	0.00	0.00	170.00
Marketing - G &	84.11	910.72	5,532.67	7,321.24
Website	0.00	0.00	97.94	0.00
Other Charges - L	0.00	0.00	246.09	326.56
Other - Tax Colle	0.00	0.00	9,974.13	13,970.99
Office Supplies	551.46	1,235.07	6,786.05	7,122.34
Office Supplies -	0.00	0.00	0.00	626.03
Uniforms -X21	0.00	746.08	0.00	746.08
Uniforms - TIX	0.00	3,014.41	0.00	3,754.39
Uniforms - COI	0.00	1,061.47	0.00	1,061.47
Uniforms - Unall	323.88	(4,223.63)	4,479.64	0.00
Fuel - X21	0.00	8,328.47	1,965.19	9,978.79
Fuel - TIX	0.00	31,621.06	158.01	31,621.06
Fuel - COI	0.00	10,533.03	0.00	10,533.03
Fuel - Unallocate	3,122.07	(42,086.30)	28,126.62	0.00
Cleaning - G &	510.00	510.00	6,305.00	7,065.50
Dues & Members	0.00	5,000.00	4,726.16	13,968.02
Dues & Members	0.00	0.00	330.00	330.00
Dues & Members	0.00	0.00	660.00	1,042.83
Dues & Members	0.00	0.00	1,035.00	1,035.00
Capital Outlay - T	0.00	(10,593.41)	22,585.14	29,536.81
Depreciation - X2	0.00	155,100.44	0.00	155,100.44
Depreciation - TI	0.00	984,517.19	0.00	984,517.19
Depreciation - C	0.00	351,539.04	0.00	351,539.04
Total Expenses	114,372.22	1,627,620.53	1,776,124.41	3,268,557.80
Net Income	\$ 17,574.96	\$ (1,378,874.54)	\$ 318,163.30	\$ (1,131,896.02)

Titusville-Cocoa Airport Authority

General Ledger

For the Period From Sep 1, 2015 to Sep 30, 2015

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
101000	9/1/15			Beginning Balance			66,428.00
Cash Operating	9/2/15	34694	CDJ	Standard Insuranc		432.87	
	9/4/15	34662	CDJ	AT&T Mobility		437.61	
	9/4/15	34663	CDJ	A T & T		376.81	
	9/4/15	34664	CDJ	Batteries By Fisher		675.03	
	9/4/15	34665	CDJ	Bennett Auto Suppl		340.49	
	9/4/15	34666	CDJ	Brighthouse Netwo		58.26	
	9/4/15	34667	CDJ	Capital Office Prod		181.05	
	9/4/15	34668	CDJ	Cintas Corp., Loc.		161.94	
	9/4/15	34669	CDJ	City Of Titusville		799.03	
	9/4/15	34670	CDJ	City Of Titusville		252.87	
	9/4/15	34671	CDJ	Copytronics Inform		345.69	
	9/4/15	34672	CDJ	D & E Pump		5.98	
	9/4/15	34673	CDJ	Dish		55.00	
	9/4/15	34674	CDJ	Energywize A/C		787.00	
	9/4/15	34675	CDJ	Federal Express		22.57	
	9/4/15	34676	CDJ	Florida Power & Li		878.10	
	9/4/15	34677	CDJ	Graphic Press		184.00	
	9/4/15	34678	CDJ	Lowe's		181.17	
	9/4/15	34679	CDJ	Marie's Coffee Ser		71.75	
	9/4/15	34680	CDJ	Michael Baker Inter		94,314.18	
	9/4/15	34681	CDJ	Ron Norris Ford		38.00	
	9/4/15	34682	CDJ	ServiceMasterClea		510.00	
	9/4/15	34683	CDJ	SpaceCoast Engra		40.00	
	9/4/15	34684	CDJ	Sterling Enterprise		69,233.31	
	9/4/15	34685	CDJ	Waste Manageme		175.76	
	9/4/15	34686	CDJ	Watkins Fuel Oil		3,122.07	
	9/4/15	34687	CDJ	Watkins Fuel Oil		105.24	
	9/4/15	34688	CDJ	Angel Keller		32.26	
	9/4/15	34689	CDJ	Board Of Co. Com		13,075.36	
	9/4/15	34690	CDJ	DavisVision		70.71	
	9/4/15	34691	CDJ	ICMA Retirement T		1,003.32	
	9/4/15	34692	CDJ	Delta Dental Insura		507.10	
	9/18/15	34695	CDJ	A T & T		348.05	
	9/18/15	34696	CDJ	Brevard County E		758.04	
	9/18/15	34697	CDJ	Brevard County Util		100.00	
	9/18/15	34698	CDJ	Brown & Brown Ins		972.16	
	9/18/15	34699	CDJ	Cintas Corp., Loc.		241.94	
	9/18/15	34700	CDJ	Copytronics Inform		84.78	
	9/18/15	34701	CDJ	Davies, Houser, Se		800.00	
	9/18/15	34702	CDJ	Dish		52.70	
	9/18/15	34703	CDJ	Electro-Mechanical		5.83	
	9/18/15	34704	CDJ	Energywize A/C		820.00	
	9/18/15	34705	CDJ	Flagler Developme		788.77	
	9/18/15	34706	CDJ	Florida Power & Li		5,102.05	
	9/18/15	34707	CDJ	Logical Decisions L		458.23	
	9/18/15	34708	CDJ	Michael Baker Inter		12,623.36	
	9/18/15	34709	CDJ	MITEL Leasing		204.46	
	9/18/15	34710	CDJ	Rev-Cut Mower		28.30	
	9/18/15	34711	CDJ	Sherwin Williams		263.09	
	9/18/15	34712	CDJ	Space Coast Auto		19.98	
	9/18/15	34713	CDJ	Space Coast Fire		18.00	
	9/18/15	34714	CDJ	Watson, Soileau, D		1,500.20	
	9/18/15	34715	CDJ	Bruce Olseen		25.00	
	9/18/15	34716	CDJ	Keith Tribble		277.06	
	9/18/15	34717	CDJ	Carl Jefferson		131.35	
	9/18/15	34718	CDJ	Deborah Schnaars		21.90	
	9/18/15	34719	CDJ	Delta Dental		37.38	
	9/18/15	34720	CDJ	ICMA Retirement T		1,013.32	
	9/30/15	93015	GEN	Retirement		9,061.02	
	9/30/15	93015	GEN	Sales Tax		10,817.60	
	9/30/15	93015	GEN	FICA		18,473.59	

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/15	93015	GEN	Paychex		376.99	
	9/30/15	93015	GEN	Deposit	253,530.00		
				Current Period Cha	253,530.00	253,899.68	-369.68
	9/30/15			Ending Balance			66,058.32
101200 Cash Savings	9/1/15			Beginning Balance			548,979.69
	9/30/15	93015	GEN	Repay Op for Sept	176,658.42		
	9/30/15	93015	GEN	Budget Transfer	131,853.77		
	9/30/15	93015	GEN	MasterCard		1,418.24	
	9/30/15	93015	GEN	Sales Tax	10,817.60		
	9/30/15	93015	GEN	Transfer		300,796.23	
	9/30/15	93015	GEN	Deposit	344.10		
				Current Period Cha	319,673.89	302,214.47	17,459.42
	9/30/15			Ending Balance			566,439.11
101400 Cash - Payroll	9/1/15			Beginning Balance			3,695.24
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		3,289.84	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		5,268.33	
	9/30/15	93015	GEN	Direct Deposits		38,708.06	
	9/30/15	93015	GEN	Deposit	47,266.23		
				Current Period Cha	47,266.23	47,266.23	
	9/30/15			Ending Balance			3,695.24
101600 Accounts Payable	9/1/15			Beginning Balance			1,625.00
	9/30/15			Ending Balance			1,625.00
102000 Petty Cash	9/1/15			Beginning Balance			350.00
	9/30/15			Ending Balance			350.00
10300 Petty Cash - Mini's	9/1/15			Beginning Balance			145.56
	9/30/15			Ending Balance			145.56
153700 Bond Cost	9/1/15			Beginning Balance			25,214.24
	9/30/15			Ending Balance			25,214.24
155000 Prepaid Expenses	9/1/15			Beginning Balance			7,325.68
	9/18/15	34696	CDJ	Brevard County E	758.04		
	9/18/15	34698	CDJ	Brown & Brown Ins	402.16		
	9/18/15	34705	CDJ	Flagler Developme	52.35		
	9/18/15	34705	CDJ	Flagler Developme	736.42		
				Current Period Cha	1,948.97		1,948.97
	9/30/15			Ending Balance			9,274.65
161200 Land Improve. - X21	9/1/15			Beginning Balance			3,163,568.79
	9/30/15			Ending Balance			3,163,568.79
161300 Land Improve. - TIX	9/1/15			Beginning Balance			11,265,450.0

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/15			Ending Balance			11,265,450.0
161400 Land Improve. - COI	9/1/15			Beginning Balance			1,390,040.00
	9/30/15			Ending Balance			1,390,040.00
162200 Bldg. Improve. - X21	9/1/15			Beginning Balance			2,386,882.77
	9/30/15			Ending Balance			2,386,882.77
162300 Bldg. Improve. - TIX	9/1/15			Beginning Balance			13,463,195.2
	9/30/15			Ending Balance			13,463,195.2
162400 Bldg. Improve. - COI	9/1/15			Beginning Balance			6,230,575.94
	9/30/15			Ending Balance			6,230,575.94
163200 Allow/Dep Bldg - X21	9/1/15			Beginning Balance			-1,231,212.00
	9/30/15			Ending Balance			-1,231,212.00
163300 Allow/Dep Bldg - TIX	9/1/15			Beginning Balance			-3,593,850.21
	9/30/15			Ending Balance			-3,593,850.21
163400 Allow/Dep Bldg - COI	9/1/15			Beginning Balance			-3,298,364.17
	9/30/15			Ending Balance			-3,298,364.17
164200 Runway Lighting - X2	9/1/15			Beginning Balance			2,827,636.56
	9/30/15			Ending Balance			2,827,636.56
164300 Runway Lighting - TIX	9/1/15			Beginning Balance			15,239,021.2
	9/30/15			Ending Balance			15,239,021.2
164400 Runway Lighting - CO	9/1/15			Beginning Balance			5,001,855.57
	9/30/15			Ending Balance			5,001,855.57
165210 Allow/Dep Lighting - X	9/1/15			Beginning Balance			-947,126.37
	9/30/15			Ending Balance			-947,126.37
165300 Allow/Dep Land - TIX	9/1/15			Beginning Balance			-308,495.25
	9/30/15			Ending Balance			-308,495.25

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
165320 Allow/Dep Lighting - T	9/1/15			Beginning Balance			-6,282,458.64
	9/30/15			Ending Balance			-6,282,458.64
165400 Allow/Dep Land - COI	9/1/15			Beginning Balance			-26,185.21
	9/30/15			Ending Balance			-26,185.21
165420 Allow/Dep Lighting - C	9/1/15			Beginning Balance			-2,340,311.36
	9/30/15			Ending Balance			-2,340,311.36
166000 Radio Equipment	9/1/15			Beginning Balance			546,107.42
	9/30/15			Ending Balance			546,107.42
166100 Fire Equipment	9/1/15			Beginning Balance			13,607.95
	9/30/15			Ending Balance			13,607.95
166200 Vehicles	9/1/15			Beginning Balance			1,160,131.41
	9/30/15			Ending Balance			1,160,131.41
166300 Tools & Equip.	9/1/15			Beginning Balance			151,446.76
	9/30/15			Ending Balance			151,446.76
166350 Tools & Equipment - X	9/1/15			Beginning Balance			4,295.69
	9/30/15			Ending Balance			4,295.69
166375 Tools & Equipment -	9/1/15			Beginning Balance			17,633.75
	9/30/15			Ending Balance			17,633.75
166400 Furniture	9/1/15			Beginning Balance			36,242.13
	9/30/15			Ending Balance			36,242.13
166500 Fixtures & Equip.	9/1/15			Beginning Balance			136,219.62
	9/30/15			Ending Balance			136,219.62
166602 Fixtures & Equip. - X2	9/1/15			Beginning Balance			34,325.49
	9/30/15			Ending Balance			34,325.49

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
166604 Furniture & Fix - COI	9/1/15			Beginning Balance			32,949.78
	9/30/15			Ending Balance			32,949.78
166800 Other Assets	9/1/15			Beginning Balance			1,219,447.34
	9/30/15			Ending Balance			1,219,447.34
166903 Heavy Equipment - TI	9/1/15			Beginning Balance			330,296.95
	9/30/15			Ending Balance			330,296.95
166904 Heavy Equipment - C	9/1/15			Beginning Balance			37,986.48
	9/30/15			Ending Balance			37,986.48
167000 Allow/Dep Radio Equi	9/1/15			Beginning Balance			-389,491.46
	9/30/15			Ending Balance			-389,491.46
167100 Allow/Dep Fire Equip	9/1/15			Beginning Balance			-13,607.95
	9/30/15			Ending Balance			-13,607.95
167200 Allow/Dep Vehicles	9/1/15			Beginning Balance			-234,581.52
	9/30/15			Ending Balance			-234,581.52
167300 Allow/Dep Tools & Eq	9/1/15			Beginning Balance			-144,261.58
	9/30/15			Ending Balance			-144,261.58
167400 Allow/Dep Furniture	9/1/15			Beginning Balance			-24,283.07
	9/30/15			Ending Balance			-24,283.07
167500 Allow/Dep Fix & Equip	9/1/15			Beginning Balance			-130,720.25
	9/30/15			Ending Balance			-130,720.25
167602 Allow/Dep Fix & Equip	9/1/15			Beginning Balance			-30,837.11
	9/30/15			Ending Balance			-30,837.11
167604 Allow/Dep Fix & Equip	9/1/15			Beginning Balance			-31,619.28
	9/30/15			Ending Balance			-31,619.28
167800	9/1/15			Beginning Balance			-1,011,458.04

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Allow/Dep Other Asse	9/30/15			Ending Balance			-1,011,458.04
167903 Allow/Dep Heavy Equi	9/1/15			Beginning Balance			-368,283.43
	9/30/15			Ending Balance			-368,283.43
207100 Due To From Develop	9/1/15			Beginning Balance			
	9/4/15	34680	CDJ	Michael Baker Inter	72,059.08		
	9/4/15	34680	CDJ	Michael Baker Inter	22,255.10		
	9/4/15	34684	CDJ	Sterling Enterprise	69,233.31		
	9/18/15	34708	CDJ	Michael Baker Inter	12,623.36		
	9/30/15	93015	GEN	Paid By Op for Spe Current Period Cha	176,170.85	176,170.85	
	9/30/15			Ending Balance			
207300 Due To From Revenu	9/1/15			Beginning Balance			
	9/4/15	34688	CDJ	Angel Keller - Pre-	32.26		
	9/18/15	34715	CDJ	Bruce Olseen - Ref	25.00		
	9/18/15	34716	CDJ	Keith Tribble - Dep	277.06		
	9/18/15	34717	CDJ	Carl Jefferson - De	131.35		
	9/18/15	34718	CDJ	Deborah Schnaars	21.90		
	9/30/15	93015	GEN	Paid By Op for Spe Current Period Cha	487.57	487.57	
	9/30/15			Ending Balance			
216000 Wages Payable	9/1/15			Beginning Balance			-37,743.60
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15 Current Period Cha		338.88	
	9/30/15			Ending Balance			-38,082.48
218000 Fica W/H	9/1/15			Beginning Balance			-2,288.70
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		1,843.27	
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15	0.08		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		1,843.27	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		2,360.87	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		2,360.87	
	9/30/15	93015	GEN	FICA	8,408.17		
	9/30/15	93015	GEN	Adjustment Current Period Cha	26.46 8,434.71	8,408.28	
	9/30/15			Ending Balance			-2,262.27
218100 Federal W/H	9/1/15			Beginning Balance			
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		4,356.98	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		5,708.44	
	9/30/15	93015	GEN	Fed Current Period Cha	10,065.42 10,065.42	10,065.42	
	9/30/15			Ending Balance			
218200 Retirement Payable	9/1/15			Beginning Balance			
	9/4/15	34691	CDJ	ICMA Retirement T	940.00		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		940.00	
	9/18/15	34720	CDJ	ICMA Retirement T	950.00		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		950.00	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		133.84	

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Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/15			Current Period Cha Ending Balance	1,890.00	2,023.84	-133.84 -133.84
218300 Due To Credit Union	9/1/15			Beginning Balance			
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		18,043.48	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		20,664.58	
	9/30/15	93015	GEN	Direct Deposits	38,708.06		
				Current Period Cha	38,708.06	38,708.06	
	9/30/15			Ending Balance			
218500 Life Insurance	9/1/15			Beginning Balance			-1.47
	9/2/15	34694	CDJ	Standard Insuranc	343.30		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		229.43	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		87.43	
				Current Period Cha	343.30	316.86	26.44
	9/30/15			Ending Balance			24.97
218700 Long Term Disability	9/1/15			Beginning Balance			-37.54
	9/2/15	34694	CDJ	Standard Insuranc	68.60		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		30.16	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		30.16	
				Current Period Cha	68.60	60.32	8.28
	9/30/15			Ending Balance			-29.26
219000 ICMA Loan	9/1/15			Beginning Balance			
	9/4/15	34691	CDJ	ICMA Retirement T	63.32		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		63.32	
	9/18/15	34720	CDJ	ICMA Retirement T	63.32		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		63.32	
				Current Period Cha	126.64	126.64	
	9/30/15			Ending Balance			
219100 Group Health	9/1/15			Beginning Balance			-2,265.52
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		566.38	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		500.84	
				Current Period Cha		1,067.22	-1,067.22
	9/30/15			Ending Balance			-3,332.74
219200 Med Msa	9/1/15			Beginning Balance			-0.13
	9/4/15	34689	CDJ	Board Of Co. Com	267.68		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		133.84	
				Current Period Cha	267.68	133.84	133.84
	9/30/15			Ending Balance			133.71
219300 Short Term Disability	9/1/15			Beginning Balance			24.79
	9/2/15	34694	CDJ	Standard Insuranc	20.97		
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		28.31	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	8.95		
				Current Period Cha	29.92	28.31	1.61
	9/30/15			Ending Balance			26.40
219400 Florida Retirement	9/1/15			Beginning Balance			-1,795.73
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15		913.13	
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15		1,041.41	

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/15	93015	GEN	Employee Contibut	1,834.13		
				Current Period Cha	1,834.13	1,954.54	-120.41
	9/30/15			Ending Balance			-1,916.14
225000 Accrued Vacation & Si	9/1/15			Beginning Balance			-115,303.43
	9/30/15			Ending Balance			-115,303.43
225500 Post Employment Ben	9/1/15			Beginning Balance			-124,631.00
	9/30/15			Ending Balance			-124,631.00
233600 Barnett Bank Note 5	9/1/15			Beginning Balance			-33,130.00
	9/30/15			Ending Balance			-33,130.00
233800 Suntrust	9/1/15			Beginning Balance			-2,000,000.00
	9/30/15			Ending Balance			-2,000,000.00
252000 Contributions Local G	9/1/15			Beginning Balance			-7,905,553.21
	9/30/15			Ending Balance			-7,905,553.21
252200 Contributions FAA	9/1/15			Beginning Balance			-26,494,073.1
	9/30/15			Ending Balance			-26,494,073.1
252400 Contributions FDOT	9/1/15			Beginning Balance			-17,669,758.0
	9/30/15			Ending Balance			-17,669,758.0
252600 Contributions DEP	9/1/15			Beginning Balance			-80,853.00
	9/30/15			Ending Balance			-80,853.00
252800 Contributions GSA	9/1/15			Beginning Balance			-7,404.00
	9/30/15			Ending Balance			-7,404.00
253000 Contributions FBO	9/1/15			Beginning Balance			-5,760.00
	9/30/15			Ending Balance			-5,760.00
253200 Contributions Other	9/1/15			Beginning Balance			-4,326,229.81
	9/30/15			Ending Balance			-4,326,229.81
272000 Retained Earnings	9/1/15			Beginning Balance			11,886,285.9

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
	9/30/15			Ending Balance			11,886,285.9
311100 Ad Valorem	9/1/15 9/30/15	93015	GEN	Beginning Balance Adjustment Current Period Cha	0.91 0.91		-0.91 0.91
	9/30/15			Ending Balance			
311200 Ad Valorem - Prior Yr.	9/1/15 9/30/15 9/30/15	93015 93015	GEN GEN	Beginning Balance Ad Valorem Prior Y Adjustment Current Period Cha		3.85 0.91 4.76	-6.79 -4.76 -11.55
	9/30/15			Ending Balance			
360000 Misc. Income	9/1/15 9/30/15	93015	GEN	Beginning Balance Misc Income Current Period Cha		62.43 62.43	-17,193.53 -62.43 -17,255.96
	9/30/15			Ending Balance			
361000 Interest Income	9/1/15 9/30/15	93015	GEN	Beginning Balance Interest Income Current Period Cha		27.13 27.13	-338.37 -27.13 -365.50
	9/30/15			Ending Balance			
381100 Transfer From Reven	9/1/15 9/30/15	93015	GEN	Beginning Balance Budget Transfer Current Period Cha		131,853.77 131,853.77	-1,944,800.93 -131,853.77 -2,076,654.70
	9/30/15			Ending Balance			
481200 Transfer To R & R Fu	9/1/15 9/30/15			Beginning Balance Ending Balance			34,306.22 34,306.22
481300 Transfer To Operating	9/1/15 9/30/15			Beginning Balance Ending Balance			300,000.00 300,000.00
481400 Transfer To Debt Serv	9/1/15 9/30/15			Beginning Balance Ending Balance			40,331.78 40,331.78
481500 Transfer To Developm	9/1/15 9/30/15			Beginning Balance Ending Balance			1,909,639.58 1,909,639.58
511001 Executive Salaries	9/1/15 9/4/15 9/18/15 9/30/15	Payroll 9.4. Payroll 9.1	GEN GEN	Beginning Balance Payroll 9/4/15 Payroll 9/18/15 Current Period Cha Ending Balance	6,980.76 6,980.76 13,961.52		168,463.24 13,961.52 182,424.76
512001	9/1/15			Beginning Balance			170,206.10

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Salaries - G & A	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15	7,100.23		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	7,925.23		
				Current Period Cha	15,025.46		15,025.46
	9/30/15			Ending Balance			185,231.56
512002 Salaries - X21	9/1/15			Beginning Balance			39,436.50
	9/30/15	93015	GEN	Payroll	3,011.93		
				Current Period Cha	3,011.93		3,011.93
	9/30/15			Ending Balance			42,448.43
512003 Salaries - TIX	9/1/15			Beginning Balance			225,639.78
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15	2,575.00		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	2,575.00		
	9/30/15	93015	GEN	Payroll	14,342.61		
				Current Period Cha	19,492.61		19,492.61
9/30/15			Ending Balance			245,132.39	
512004 Salaries - COI	9/1/15			Beginning Balance			67,595.29
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15	480.00		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	480.00		
	9/30/15	93015	GEN	Payroll	4,793.07		
				Current Period Cha	5,753.07		5,753.07
9/30/15			Ending Balance			73,348.36	
512090 Salaries - Unallocated	9/1/15			Beginning Balance			58,513.15
	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15	13,302.15		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	19,178.16		
	9/30/15	93015	GEN	Payroll		22,147.61	
				Current Period Cha	32,480.31	22,147.61	10,332.70
9/30/15			Ending Balance			68,845.85	
514002 Employee Inv. & Testi	9/1/15			Beginning Balance			70.00
	9/30/15			Ending Balance			70.00
521001 Payroll Taxes - G & A	9/1/15			Beginning Balance			22,580.18
	9/30/15	93015	GEN	Payroll Taxes	1,818.79		
				Current Period Cha	1,818.79		1,818.79
	9/30/15			Ending Balance			24,398.97
521002 Payroll Taxes - X21	9/1/15			Beginning Balance			3,064.56
	9/30/15	93015	GEN	Payroll Taxes	230.41		
				Current Period Cha	230.41		230.41
	9/30/15			Ending Balance			3,294.97
521003 Payroll Taxes - TIX	9/1/15			Beginning Balance			12,474.71
	9/30/15	93015	GEN	Payroll Taxes	1,097.21		
				Current Period Cha	1,097.21		1,097.21
	9/30/15			Ending Balance			13,571.92
521004 Payroll Taxes - COI	9/1/15			Beginning Balance			3,679.30
	9/30/15			Ending Balance			3,679.30

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Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
521090	9/1/15			Beginning Balance			7,128.92
Payroll Taxes - Unallo	9/4/15	Payroll 9.4.	GEN	Payroll 9/4/15	1,843.19		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	2,360.84		
	9/18/15	Payroll 9.1	GEN	Payroll 9/18/15	0.03		
	9/30/15	93015	GEN	Payroll Taxes		3,146.41	
	9/30/15	93015	GEN	Payroll Taxes Adju		26.46	
				Current Period Cha	4,204.06	3,172.87	1,031.19
	9/30/15			Ending Balance			8,160.11
522001	9/1/15			Beginning Balance			61,506.06
FL Retirement - G & A	9/30/15	93015	GEN	Retirement	5,300.40		
				Current Period Cha	5,300.40		5,300.40
	9/30/15			Ending Balance			66,806.46
522002	9/1/15			Beginning Balance			2,925.81
FL Retirement - X21	9/30/15	93015	GEN	Retirement	263.43		
				Current Period Cha	263.43		263.43
	9/30/15			Ending Balance			3,189.24
522003	9/1/15			Beginning Balance			11,845.91
FL Retirement - TIX	9/30/15	93015	GEN	Retirement	1,063.28		
				Current Period Cha	1,063.28		1,063.28
	9/30/15			Ending Balance			12,909.19
522004	9/1/15			Beginning Balance			3,416.11
FL Retirement - COI	9/30/15	93015	GEN	Retirement	336.80		
				Current Period Cha	336.80		336.80
	9/30/15			Ending Balance			3,752.91
522090	9/1/15			Beginning Balance			3,693.64
FL Retirement - Unall	9/30/15	93015	GEN	Retirement	262.98		
				Current Period Cha	262.98		262.98
	9/30/15			Ending Balance			3,956.62
523001	9/1/15			Beginning Balance			38,027.17
Group Insurance - G	9/4/15	34689	CDJ	Board Of Co. Com	4,180.73		
				Current Period Cha	4,180.73		4,180.73
	9/30/15			Ending Balance			42,207.90
523090	9/1/15			Beginning Balance			109,377.39
Group Insurance - Un	9/4/15	34689	CDJ	Board Of Co. Com	8,609.27		
	9/4/15	34689	CDJ	Board Of Co. Com	17.68		
	9/4/15	34690	CDJ	DavisVision - IN#7	70.71		
	9/4/15	34692	CDJ	Delta Dental Insura	507.10		
	9/18/15	34719	CDJ	Delta Dental - IN#B	37.38		
				Current Period Cha	9,242.14		9,242.14
	9/30/15			Ending Balance			118,619.53
524090	9/1/15			Beginning Balance			18,559.50
Workman's Comp - U	9/30/15			Ending Balance			18,559.50

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
531001 Prof. Service - Legal	9/1/15			Beginning Balance			33,627.46
	9/18/15	34714	CDJ	Watson, Soileau, D	1,500.20		
				Current Period Cha	1,500.20		1,500.20
	9/30/15			Ending Balance			35,127.66
531101 Prof. Serv. Gen Cons	9/1/15			Beginning Balance			5,000.00
	9/30/15			Ending Balance			5,000.00
532001 Accounting & Audting	9/1/15			Beginning Balance			31,116.20
	9/18/15	34701	CDJ	Davies, Houser, Se	800.00		
	9/30/15	93015	GEN	Paychex	376.99		
				Current Period Cha	1,176.99		1,176.99
	9/30/15			Ending Balance			32,293.19
534001 Contracts & Permits G	9/1/15			Beginning Balance			25.00
	9/30/15			Ending Balance			25.00
540001 Travel - G & A	9/1/15			Beginning Balance			965.37
	9/30/15	93015	GEN	Fees	265.52		
	9/30/15	93015	GEN	MasterCard	460.76		
				Current Period Cha	726.28		726.28
	9/30/15			Ending Balance			1,691.65
540101 Travel - Training	9/1/15			Beginning Balance			716.32
	9/30/15	93015	GEN	MasterCard	11.60		
				Current Period Cha	11.60		11.60
	9/30/15			Ending Balance			727.92
541001 Telephone	9/1/15			Beginning Balance			5,693.48
	9/18/15	34695	CDJ	A T & T - 321 267-	190.13		
				Current Period Cha	190.13		190.13
	9/30/15			Ending Balance			5,883.61
541002 Telephone - X21	9/1/15			Beginning Balance			1,260.25
	9/18/15	34695	CDJ	A T & T - 321 385-	157.92		
				Current Period Cha	157.92		157.92
	9/30/15			Ending Balance			1,418.17
541003 Telephone - TIX	9/1/15			Beginning Balance			8,670.86
	9/4/15	34663	CDJ	A T & T - 321 567-	95.46		
	9/30/15	93015	GEN	MasterCard	77.05		
	9/30/15	93015	GEN	MasterCard	619.08		
				Current Period Cha	791.59		791.59
	9/30/15			Ending Balance			9,462.45
541004 Telephone - COI	9/1/15			Beginning Balance			3,093.81
	9/4/15	34663	CDJ	A T & T - 321 986-	124.01		
				Current Period Cha	124.01		124.01
	9/30/15			Ending Balance			3,217.82

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
541090	9/1/15			Beginning Balance			1,506.32
Telephone-Unallocate	9/4/15	34663	CDJ	A T & T - 321 267- Current Period Cha	157.34 157.34		157.34
	9/30/15			Ending Balance			1,663.66
541301	9/1/15			Beginning Balance			4,385.99
Cellular Phones	9/4/15	34662	CDJ	AT&T Mobility - #8 Current Period Cha	437.61 437.61		437.61
	9/30/15			Ending Balance			4,823.60
541401	9/1/15			Beginning Balance			1,177.52
Cable Service	9/4/15	34673	CDJ	Dish - #8255 7070	55.00		
	9/18/15	34702	CDJ	Dish - 8255-7070-8 Current Period Cha	52.70 107.70		107.70
	9/30/15			Ending Balance			1,285.22
541501	9/1/15			Beginning Balance			672.78
Internet Fees	9/4/15	34666	CDJ	Brighthouse Netwo Current Period Cha	58.26 58.26		58.26
	9/30/15			Ending Balance			731.04
542001	9/1/15			Beginning Balance			2,086.93
Freight & Postage - G	9/30/15			Ending Balance			2,086.93
542101	9/1/15			Beginning Balance			209.79
Express Mail	9/4/15	34675	CDJ	Federal Express - Current Period Cha	22.57 22.57		22.57
	9/30/15			Ending Balance			232.36
543001	9/1/15			Beginning Balance			6,790.31
Electricity G & A	9/18/15	34706	CDJ	Florida Power & Li	1,241.73		
	9/30/15	93015	GEN	Spaceport Aviation Current Period Cha	1,241.73	283.15 283.15	958.58
	9/30/15			Ending Balance			7,748.89
543002	9/1/15			Beginning Balance			8,663.84
Electricity - X21	9/18/15	34706	CDJ	Florida Power & Li Current Period Cha	797.34 797.34		797.34
	9/30/15			Ending Balance			9,461.18
543003	9/1/15			Beginning Balance			37,773.10
Electricity - TIX	9/4/15	34676	CDJ	Florida Power & Li	372.29		
	9/18/15	34706	CDJ	Florida Power & Li Current Period Cha	2,678.58 3,050.87		3,050.87
	9/30/15			Ending Balance			40,823.97
543004	9/1/15			Beginning Balance			30,238.34
Electricity - COI	9/4/15	34676	CDJ	Florida Power & Li Current Period Cha	505.81 505.81		505.81
	9/30/15			Ending Balance			30,744.15

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
543090 Electricity - Unallocate	9/1/15			Beginning Balance			2,352.77
	9/18/15	34706	CDJ	Florida Power & Li	384.40		
				Current Period Cha	384.40		384.40
	9/30/15			Ending Balance			2,737.17
543101 Water - G & A	9/1/15			Beginning Balance			1,915.72
	9/4/15	34669	CDJ	City Of Titusville - 3	405.89		
	9/30/15	93015	GEN	Spaceport Aviation		57.92	
				Current Period Cha	405.89	57.92	347.97
	9/30/15			Ending Balance			2,263.69
543102 Water - X21	9/1/15			Beginning Balance			1,612.68
	9/4/15	34670	CDJ	City Of Titusville - 6	35.92		
	9/4/15	34670	CDJ	City Of Titusville - 6	35.92		
	9/4/15	34670	CDJ	City Of Titusville - 1	35.92		
	9/4/15	34670	CDJ	City Of Titusville - 5	22.40		
	9/4/15	34670	CDJ	City Of Titusville - 5	32.58		
				Current Period Cha	162.74		162.74
	9/30/15			Ending Balance			1,775.42
543103 Water - TIX	9/1/15			Beginning Balance			3,243.37
	9/4/15	34669	CDJ	City Of Titusville - 6	31.73		
	9/4/15	34669	CDJ	City Of Titusville - 4	13.73		
	9/4/15	34669	CDJ	City Of Titusville - 1	220.46		
	9/4/15	34669	CDJ	City Of Titusville - 1	51.22		
	9/4/15	34669	CDJ	City Of Titusville - 3	49.16		
				Current Period Cha	366.30		366.30
	9/30/15			Ending Balance			3,609.67
543104 Water - COI	9/1/15			Beginning Balance			1,968.34
	9/30/15			Ending Balance			1,968.34
543190 Water - Unallocated	9/1/15			Beginning Balance			326.67
	9/4/15	34669	CDJ	City Of Titusville - 3	26.84		
				Current Period Cha	26.84		26.84
	9/30/15			Ending Balance			353.51
543202 Solid Waste - X21	9/1/15			Beginning Balance			648.50
	9/4/15	34670	CDJ	City Of Titusville - 5	90.13		
				Current Period Cha	90.13		90.13
	9/30/15			Ending Balance			738.63
544001 Rentals & Leases G &	9/1/15			Beginning Balance			229.69
	9/30/15			Ending Balance			229.69
544003 Rentals & Leases - TI	9/1/15			Beginning Balance			175.76
	9/30/15			Ending Balance			175.76
544004	9/1/15			Beginning Balance			1,406.08

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Rentals & Leases - C	9/4/15	34685	CDJ	Waste Manageme	87.88		
	9/4/15	34685	CDJ	Waste Manageme	87.88		
	9/30/15	93015	GEN	MasterCard	175.76		
				Current Period Cha	351.52		351.52
	9/30/15			Ending Balance			1,757.60
544101	9/1/15			Beginning Balance			1,191.17
Copy Machine Rental	9/4/15	34671	CDJ	Copytronics Inform	345.69		
				Current Period Cha	345.69		345.69
	9/30/15			Ending Balance			1,536.86
544102	9/1/15			Beginning Balance			444.24
Postage Machine Ren	9/30/15			Ending Balance			444.24
544103	9/1/15			Beginning Balance			2,274.95
Phone System Rental	9/18/15	34709	CDJ	MITEL Leasing - #	204.46		
				Current Period Cha	204.46		204.46
	9/30/15			Ending Balance			2,479.41
545190	9/1/15			Beginning Balance			17,527.00
Vehicle Insurance - U	9/30/15			Ending Balance			17,527.00
545290	9/1/15			Beginning Balance			206,279.55
Property Ins - Unalloc	9/18/15	34698	CDJ	Brown & Brown Ins	220.00		
	9/30/15	93015	GEN	Spaceport Aviation		175.14	
				Current Period Cha	220.00	175.14	44.86
	9/30/15			Ending Balance			206,324.41
545400	9/1/15			Beginning Balance			402.16
Employee Bond	9/30/15			Ending Balance			402.16
545500	9/1/15			Beginning Balance			13,110.82
Officers Liability	9/30/15			Ending Balance			13,110.82
545602	9/1/15			Beginning Balance			1,105.00
Fuel Tank Ins. - X21	9/30/15			Ending Balance			1,105.00
545603	9/1/15			Beginning Balance			
Fuel Tank Insurance -	9/18/15	34698	CDJ	Brown & Brown Ins	350.00		
				Current Period Cha	350.00		350.00
	9/30/15			Ending Balance			350.00
545604	9/1/15			Beginning Balance			965.39
Fuel Tank Ins. - COI	9/30/15			Ending Balance			965.39

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
545702 Housing Liability	9/1/15			Beginning Balance			7,421.00
	9/30/15			Ending Balance			7,421.00
546002 R & M - X21	9/1/15			Beginning Balance			24.99
	9/30/15			Ending Balance			24.99
546003 R & M - TIX	9/1/15			Beginning Balance			331.85
	9/30/15			Ending Balance			331.85
546090 R & M - Unallocated	9/1/15			Beginning Balance			30.47
	9/30/15			Ending Balance			30.47
546101 R & M Service - G & A	9/1/15			Beginning Balance			936.00
	9/30/15			Ending Balance			936.00
546102 R & M Service -X21	9/1/15			Beginning Balance			100.00
	9/30/15			Ending Balance			100.00
546103 R & M Service - TIX	9/1/15			Beginning Balance			1,549.03
	9/30/15			Ending Balance			1,549.03
546104 R & M Service - COI	9/1/15			Beginning Balance			1,155.00
	9/18/15	34697	CDJ	Brevard County Util	100.00		100.00
				Current Period Cha	100.00		
	9/30/15			Ending Balance			1,255.00
546190 R & M Service - Unall	9/1/15			Beginning Balance			790.00
	9/18/15	34699	CDJ	Cintas Corp., Loc.	80.00		80.00
				Current Period Cha	80.00		
	9/30/15			Ending Balance			870.00
546201 R & M - Equip. - G &	9/1/15			Beginning Balance			306.91
	9/30/15			Ending Balance			306.91
546202 R & M - Equip. - X21	9/1/15			Beginning Balance			5,433.49
	9/30/15			Ending Balance			5,433.49
546203 R & M - Equip. - TIX	9/1/15			Beginning Balance			29,026.23
	9/4/15	34672	CDJ	D & E Pump - IN#C	5.98		
	9/4/15	34674	CDJ	Energywise A/C - 6	787.00		
	9/4/15	34678	CDJ	Lowes - IN#69992	54.69		
	9/4/15	34678	CDJ	Lowes - IN#56414	10.41		

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	9/4/15	34678	CDJ	Lowes - IN#56027	14.62		
	9/4/15	34678	CDJ	Lowes - IN#56102	19.58		
	9/18/15	34703	CDJ	Electro-Mechanical	5.83		
	9/18/15	34704	CDJ	Energywise A/C - F	820.00		
				Current Period Cha	1,718.11		1,718.11
	9/30/15			Ending Balance			30,744.34
546204 R & M - Equip. -COI	9/1/15			Beginning Balance			18,551.66
	9/18/15	34707	CDJ	Logical Decisions L	458.23		
	9/18/15	34710	CDJ	Rev-Cut Mower - I	28.30		
				Current Period Cha	486.53		486.53
	9/30/15			Ending Balance			19,038.19
546290 R & M - Equip. - Unall	9/1/15			Beginning Balance			10,446.01
	9/4/15	34664	CDJ	Batteries By Fisher	675.03		
	9/4/15	34687	CDJ	Watkins Fuel Oil - I	105.24		
				Current Period Cha	780.27		780.27
	9/30/15			Ending Balance			11,226.28
546301 R & M - Bldgs. - G & A	9/1/15			Beginning Balance			75.00
	9/30/15			Ending Balance			75.00
546302 R & M - Bldgs. - X21	9/1/15			Beginning Balance			601.34
	9/18/15	34711	CDJ	Sherwin Williams -	181.04		
	9/18/15	34711	CDJ	Sherwin Williams -	82.05		
	9/18/15	34713	CDJ	Space Coast Fire	18.00		
				Current Period Cha	281.09		281.09
	9/30/15			Ending Balance			882.43
546303 R & M - Bldgs. - TIX	9/1/15			Beginning Balance			17,453.42
	9/4/15	34678	CDJ	Lowes - IN#56633	48.72		
	9/4/15	34678	CDJ	Lowes - IN#56396	33.15		
				Current Period Cha	81.87		81.87
	9/30/15			Ending Balance			17,535.29
546304 R & M - Bldgs. - COI	9/1/15			Beginning Balance			3,648.65
	9/30/15			Ending Balance			3,648.65
546390 R & M - Bldgs. - Unall	9/1/15			Beginning Balance			1,271.23
	9/30/15			Ending Balance			1,271.23
546403 R & M - Autos - TIX	9/1/15			Beginning Balance			1,936.86
	9/4/15	34665	CDJ	Bennett Auto Suppl		18.00	
	9/4/15	34665	CDJ	Bennett Auto Suppl	108.02		
	9/4/15	34665	CDJ	Bennett Auto Suppl	107.98		
	9/4/15	34681	CDJ	Ron Norris Ford - I	38.00		
	9/18/15	34712	CDJ	Space Coast Auto	19.98		
				Current Period Cha	273.98	18.00	255.98
	9/30/15			Ending Balance			2,192.84

Titusville-Cocoa Airport Authority

General Ledger

For the Period From Sep 1, 2015 to Sep 30, 2015

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
546404	9/1/15			Beginning Balance			604.54
R & M - Autos - COI	9/4/15	34665	CDJ	Bennett Auto Suppl	182.49		
	9/4/15	34665	CDJ	Bennett Auto Suppl		40.00	
				Current Period Cha	182.49	40.00	142.49
	9/30/15			Ending Balance			747.03
546490	9/1/15			Beginning Balance			2,585.54
R & M - Autos - Unallo	9/30/15			Ending Balance			2,585.54
548201	9/1/15			Beginning Balance			5,448.56
Marketing - G & A	9/4/15	34683	CDJ	SpaceCoast Engra	40.00		
	9/18/15	34700	CDJ	Copytronics Inform	24.11		
	9/30/15	93015	GEN	MasterCard	20.00		
				Current Period Cha	84.11		84.11
	9/30/15			Ending Balance			5,532.67
548301	9/1/15			Beginning Balance			97.94
Website	9/30/15			Ending Balance			97.94
549001	9/1/15			Beginning Balance			246.09
Other Charges - Legal	9/30/15			Ending Balance			246.09
549201	9/1/15			Beginning Balance			9,974.13
Other - Tax Collector -	9/30/15			Ending Balance			9,974.13
551001	9/1/15			Beginning Balance			6,234.59
Office Supplies	9/4/15	34667	CDJ	Capital Office Prod	181.05		
	9/4/15	34677	CDJ	Graphic Press - IN	184.00		
	9/4/15	34679	CDJ	Marie's Coffee Ser	71.75		
	9/18/15	34700	CDJ	Copytronics Inform	60.67		
	9/30/15	93015	GEN	MasterCard	53.99		
				Current Period Cha	551.46		551.46
	9/30/15			Ending Balance			6,786.05
552090	9/1/15			Beginning Balance			4,155.76
Uniforms - Unallocate	9/4/15	34668	CDJ	Cintas Corp., Loc.	80.97		
	9/4/15	34668	CDJ	Cintas Corp., Loc.	80.97		
	9/18/15	34699	CDJ	Cintas Corp., Loc.	80.97		
	9/18/15	34699	CDJ	Cintas Corp., Loc.	80.97		
				Current Period Cha	323.88		323.88
	9/30/15			Ending Balance			4,479.64
552102	9/1/15			Beginning Balance			1,965.19
Fuel - X21	9/30/15			Ending Balance			1,965.19
552103	9/1/15			Beginning Balance			158.01
Fuel - TIX	9/30/15			Ending Balance			158.01

Titusville-Cocoa Airport Authority
General Ledger
For the Period From Sep 1, 2015 to Sep 30, 2015

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
552190	9/1/15			Beginning Balance			25,004.55
Fuel - Unallocated	9/4/15	34686	CDJ	Watkins Fuel Oil - I	1,766.61		
	9/4/15	34686	CDJ	Watkins Fuel Oil - I	1,355.46		
				Current Period Cha	3,122.07		3,122.07
	9/30/15			Ending Balance			28,126.62
552201	9/1/15			Beginning Balance			5,795.00
Cleaning - G & A	9/4/15	34682	CDJ	ServiceMasterClea	510.00		
				Current Period Cha	510.00		510.00
	9/30/15			Ending Balance			6,305.00
554001	9/1/15			Beginning Balance			4,726.16
Dues & Memberships	9/30/15			Ending Balance			4,726.16
554002	9/1/15			Beginning Balance			330.00
Dues & Memberships	9/30/15			Ending Balance			330.00
554003	9/1/15			Beginning Balance			660.00
Dues & Memberships	9/30/15			Ending Balance			660.00
554004	9/1/15			Beginning Balance			1,035.00
Dues & Memberships	9/30/15			Ending Balance			1,035.00
561003	9/1/15			Beginning Balance			22,585.14
Capital Outlay - TIX	9/30/15			Ending Balance			22,585.14
595290	9/1/15			Beginning Balance			1,295.00
Amortization of Wach	9/30/15			Ending Balance			1,295.00

Debt Service Fund
Balance Sheet
September 30, 2015

ASSETS

Cash					
Cash Savings	\$	46,890.88			
Total Cash				46,890.88	
Current Assets					
Total Current Assets				0.00	
Property and Equipment					
Total Property and Equipment				0.00	
Other Assets					
Total Other Assets				0.00	
Total Assets	\$	46,890.88		46,890.88	

LIABILITIES AND CAPITAL

Current Liabilities					
Total Current Liabilities				0.00	
Long-Term Liabilities					
Total Long-Term Liabilities				0.00	
Total Liabilities				0.00	
Capital					
Retained Earnings	\$	2.64			
Net Income		46,888.24			
Total Capital				46,890.88	
Total Liabilities & Capital	\$	46,890.88		46,890.88	

Debt Service Fund
Income Statement
For the Twelve Months Ending September 30, 2015

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
From Operating	0.00	(192,105.58)	0.00	40,331.78
Due to From Ope	0.00	0.00	232,437.36	0.00
Total Revenues	0.00	(192,105.58)	232,437.36	40,331.78
Cost of Sales				
Total Cost of Sale	0.00	0.00	0.00	0.00
Gross Profit	0.00	(192,105.58)	232,437.36	40,331.78
Expenses				
Principal Paymen	0.00	(167,970.09)	62,986.23	0.00
Principal - Note	0.00	(8,503.46)	8,718.49	0.00
Principal Paymen	8,574.47	0.00	59,393.92	0.00
Interest Note 26	0.00	2,966.52	11,337.81	39,387.54
Interest - Note A	0.00	(17.54)	746.75	944.24
Interest Payments	5,962.65	0.00	42,365.92	0.00
Total Expenses	14,537.12	(173,524.57)	185,549.12	40,331.78
Net Income	\$ (14,537.12)	\$ (18,581.01)	\$ 46,888.24	\$ 0.00

**Debt Service Fund
General Ledger
For the Period From Sep 1, 2015 to Sep 30, 2015**

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
101200 Cash Savings	9/1/15			Beginning Balance			61,428.00
	9/30/15	93015	GEN	Payment		14,537.12	
				Current Period Cha		14,537.12	-14,537.12
	9/30/15			Ending Balance			46,890.88
272000 Retained Earnings	9/1/15			Beginning Balance			-2.64
	9/30/15			Ending Balance			-2.64
481100 Due to From Operatin	9/1/15			Beginning Balance			-232,437.36
	9/30/15			Ending Balance			-232,437.36
571026 Principal Payments N	9/1/15			Beginning Balance			62,986.23
	9/30/15			Ending Balance			62,986.23
571028 Principal - Note A	9/1/15			Beginning Balance			8,718.49
	9/30/15			Ending Balance			8,718.49
571029 Principal Payment Su	9/1/15			Beginning Balance			50,819.45
	9/30/15	93015	GEN	Principal Payment	8,574.47		
				Current Period Cha	8,574.47		8,574.47
	9/30/15			Ending Balance			59,393.92
572026 Interest Note 26	9/1/15			Beginning Balance			11,337.81
	9/30/15			Ending Balance			11,337.81
572028 Interest - Note A	9/1/15			Beginning Balance			746.75
	9/30/15			Ending Balance			746.75
572029 Interest Payments Su	9/1/15			Beginning Balance			36,403.27
	9/30/15	93015	GEN	Interestl Payment	5,962.65		
				Current Period Cha	5,962.65		5,962.65
	9/30/15			Ending Balance			42,365.92

Revenue Fund
Balance Sheet
September 30, 2015

ASSETS

Current Assets		
Cash Escrow	\$	223,327.66
Accounts Receivable		89,591.93
		<u> </u>
Total Current Assets		312,919.59
Property and Equipment		
		<u> </u>
Total Property and Equipment		0.00
Other Assets		
		<u> </u>
Total Other Assets		0.00
		<u> </u>
Total Assets	\$	<u>312,919.59</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Sales Tax	\$	11,374.70
Escrow Reserve		223,327.66
Unearned Revenue		111,157.50
		<u> </u>
Total Current Liabilities		345,859.86
Long-Term Liabilities		
		<u> </u>
Total Long-Term Liabilities		0.00
		<u> </u>
Total Liabilities		345,859.86
Capital		
Retained Earnings		(112,885.10)
Net Income		79,944.83
		<u> </u>
Total Capital		(32,940.27)
		<u> </u>
Total Liabilities & Capital	\$	<u>312,919.59</u>

Revenue Fund
Income Statement
For the Twelve Months Ending September 30, 2015

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
Sales Tax Allowa	30.00	30.00	360.00	360.00
T-Hangar Sales -	8,405.58	12,896.54	149,658.39	141,389.57
T-Hangar Sales -	22,829.26	21,432.65	268,238.87	256,171.27
T-Hangar Sales -	44,589.62	45,554.35	536,920.70	532,832.26
FBO Sales - AD	5,938.17	5,477.92	67,786.49	66,517.42
FBO Sales - SCR	21,683.45	24,092.96	289,779.85	304,624.62
FBO Sales - MI	3,160.28	3,635.90	43,961.56	49,563.69
Building Leases -	4,956.76	2,716.23	58,133.75	32,979.57
Building Leases -	24,456.72	16,800.17	240,362.35	200,909.90
Building Leases -	4,813.05	4,786.18	57,212.01	56,719.03
Houses - AD	0.00	0.00	850.00	0.00
Mini Sales - MI	14,255.50	14,971.09	155,542.89	163,516.02
AD - Land Leases	4,803.58	4,086.36	49,604.63	48,948.44
SC - Land Leases	18,139.84	15,292.86	193,038.37	178,222.88
MI - Land Leases	1,088.56	1,076.73	13,006.21	12,836.41
AD - Other Lease	1,500.00	2,350.00	23,950.00	26,419.44
SC - Other Leases	5.79	5.73	69.48	68.76
MI - Other Leases	306.15	302.80	3,672.10	3,016.16
Other Revenue -	(105.00)	15.00	300.00	416.32
Other Revenue -	45.00	0.00	310.00	252.56
Other Revenue -	155.00	50.00	1,980.48	1,174.61
Other Revenue -	214.73	161.68	1,861.40	1,801.34
Total Revenues	181,272.04	175,735.15	2,156,599.53	2,078,740.27
Cost of Sales				
Transfer To Oper	131,853.77	245,237.71	2,076,654.70	2,114,415.61
Total Cost of Sale	131,853.77	245,237.71	2,076,654.70	2,114,415.61
Gross Profit	49,418.27	(69,502.56)	79,944.83	(35,675.34)
Expenses				
Total Expenses	0.00	0.00	0.00	0.00
Net Income	\$ 49,418.27	\$ (69,502.56)	\$ 79,944.83	\$ (35,675.34)

Development Fund
Balance Sheet
September 30, 2015

ASSETS

Cash		
Cash - Savings	\$	525,191.15
Total Cash		525,191.15
Current Assets		
<hr/>		
Total Current Assets		0.00
Property and Equipment		
TIX-ARFF Facility	3,139,539.01	
Spaceport License Pre-AP	629,133.96	
TIX - West Apron Rehab	5,723,740.08	
TIX - Aircraft Storage Hangar	703,395.51	
TIX Airfield Markings	234,986.31	
TIX East Apron	2,174,105.71	
COI - RSA Design	791,778.62	
COI RSA Construction	1,071,418.10	
Misc Project Expense	24,800.00	
<hr/>		
Total Property and Equipment		14,492,897.30
Other Assets		
<hr/>		
Total Other Assets		0.00
<hr/>		
Total Assets	\$	15,018,088.45
<hr/>		

LIABILITIES AND CAPITAL

Current Liabilities		
FAA-TIX T/W Rehab	\$	193,392.80
FAA TIX TWB/AWOS		(193,392.80)
FAA-TIX West Apron	3,728,730.00	
FAA-COI-RSA Design	712,600.00	
FAA-TIX-Airfield Markings	211,487.00	
FAA-COI-RSA Construction	963,839.00	
FDOT - TIX - ARFF	2,511,631.21	
FDOT-West Apron	1,456,599.50	
FDOT-Aircraft Storage	552,617.72	
FDOT - COI RSA Design	38,992.28	
FDOT - Airfield Markings	10,671.22	
FDOT - AGIS	984.10	
FDOT - East Apron Construction	1,139,218.57	
FDOT - RSA Construction	44,400.74	
Space Florida Contribution	275,000.00	
Due To From Operating	1,677,202.22	
<hr/>		
Total Current Liabilities		13,323,973.56
Long-Term Liabilities		
<hr/>		
Total Long-Term Liabilities		0.00
<hr/>		
Total Liabilities		13,323,973.56
Capital		
Retained Earnings	1,694,114.89	
Net Income	0.00	

Unaudited - For Management Purposes Only

Development Fund
Balance Sheet
September 30, 2015

Total Capital		<u>1,694,114.89</u>
Total Liabilities & Capital	\$	<u>15,018,088.45</u>

**Development Fund
General Ledger
For the Period From Sep 1, 2015 to Sep 30, 2015**

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
102000 Cash - Savings	9/1/15			Beginning Balance			389,138.81
	9/30/15	93015	GEN	Deposits	312,223.19		
	9/30/15	93015	GEN	Repay Op for Sept Current Period Cha	312,223.19	176,170.85	136,052.34
	9/30/15			Ending Balance		176,170.85	525,191.15
130119 TIX-ARFF Facility	9/1/15			Beginning Balance			3,139,539.01
	9/30/15			Ending Balance			3,139,539.01
130122 Spaceport License Pr	9/1/15			Beginning Balance			606,878.86
	9/30/15	93015	GEN	34680 Michael Bak Current Period Cha	22,255.10		22,255.10
	9/30/15			Ending Balance	22,255.10		629,133.96
130132 TIX - West Apron Reh	9/1/15			Beginning Balance			5,723,740.08
	9/30/15			Ending Balance			5,723,740.08
130133 TIX - Aircraft Storage	9/1/15			Beginning Balance			690,772.15
	9/30/15	93015	GEN	34708 Michael Bak Current Period Cha	12,623.36		12,623.36
	9/30/15			Ending Balance	12,623.36		703,395.51
130134 TIX Airfield Markings	9/1/15			Beginning Balance			234,986.31
	9/30/15			Ending Balance			234,986.31
130135 TIX East Apron	9/1/15			Beginning Balance			2,174,105.71
	9/30/15			Ending Balance			2,174,105.71
140134 COI - RSA Design	9/1/15			Beginning Balance			791,778.62
	9/30/15			Ending Balance			791,778.62
140136 COI RSA Construction	9/1/15			Beginning Balance			930,125.71
	9/30/15	93015	GEN	34680 Michael Bak	72,059.08		
	9/30/15	93015	GEN	34684 Sterling Ent Current Period Cha	69,233.31		141,292.39
	9/30/15			Ending Balance	141,292.39		1,071,418.10
15000 Misc Project Expense	9/1/15			Beginning Balance			24,800.00
	9/30/15			Ending Balance			24,800.00
203123 FAA-TIX T/W Rehab	9/1/15			Beginning Balance			-193,392.80
	9/30/15			Ending Balance			-193,392.80
203125	9/1/15			Beginning Balance			193,392.80

**Development Fund
General Ledger
For the Period From Sep 1, 2015 to Sep 30, 2015**

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Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
FAA TIX TWB/AWOS	9/30/15			Ending Balance			193,392.80
203132 FAA-TIX West Apron	9/1/15			Beginning Balance			-3,728,730.00
	9/30/15			Ending Balance			-3,728,730.00
203134 FAA-COI-RSA Design	9/1/15			Beginning Balance			-712,600.00
	9/30/15			Ending Balance			-712,600.00
203134b FAA-TIX-Airfield Marki	9/1/15			Beginning Balance			-211,487.00
	9/30/15			Ending Balance			-211,487.00
203136 FAA-COI-RSA Constr	9/1/15			Beginning Balance			-836,675.00
	9/30/15	93015	GEN	FAA		127,164.00	-127,164.00
	9/30/15			Current Period Cha		127,164.00	-963,839.00
	9/30/15			Ending Balance			-963,839.00
204119 FDOT - TIX - ARFF	9/1/15			Beginning Balance			-2,511,631.21
	9/30/15			Ending Balance			-2,511,631.21
204132 FDOT-West Apron	9/1/15			Beginning Balance			-1,456,599.50
	9/30/15			Ending Balance			-1,456,599.50
204133 FDOT-Aircraft Storage	9/1/15			Beginning Balance			-416,105.73
	9/30/15	93015	GEN	FDOT		136,511.99	-136,511.99
	9/30/15			Current Period Cha		136,511.99	-552,617.72
	9/30/15			Ending Balance			-552,617.72
204134 FDOT - COI RSA Desi	9/1/15			Beginning Balance			-38,992.28
	9/30/15			Ending Balance			-38,992.28
204134b FDOT - Airfield Markin	9/1/15			Beginning Balance			-10,671.22
	9/30/15			Ending Balance			-10,671.22
204134C FDOT - AGIS	9/1/15			Beginning Balance			-984.10
	9/30/15			Ending Balance			-984.10
204135B FDOT - East Apron C	9/1/15			Beginning Balance			-1,139,218.57
	9/30/15			Ending Balance			-1,139,218.57
204136	9/1/15			Beginning Balance			-9,511.00

**Development Fund
General Ledger
For the Period From Sep 1, 2015 to Sep 30, 2015**

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
FDOT - RSA Construc	9/30/15	93015	GEN	FDOT		34,889.74	
				Current Period Cha		34,889.74	-34,889.74
	9/30/15			Ending Balance			-44,400.74
205122	9/1/15			Beginning Balance			-261,342.54
Space Florida Contrib	9/30/15	93015	GEN	Space Florida		13,657.46	
				Current Period Cha		13,657.46	-13,657.46
	9/30/15			Ending Balance			-275,000.00
207600	9/1/15			Beginning Balance			-1,677,202.22
Due To From Operatin	9/30/15			Ending Balance			-1,677,202.22
272000	9/1/15			Beginning Balance			-1,694,114.89
Retained Earnings	9/30/15			Ending Balance			-1,694,114.89