



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

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

AGENDA
REGULAR MEETING
DECEMBER 15, 2016 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. November 17, 2016 - Regular Meeting
 - b. 2017 Board Meeting Schedule
- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
 - a. Discussion and Consideration of a Space Use Permit for Precision Exotics at TIX
 - b. Discussion and Consideration of the Evaluations and Performance of the Chief Executive Officer Over the Past Year

NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
JANUARY 19, 2017 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.

- c. Discussion by Mr. Aaron McDaniel, of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

IX. INFORMATION SECTION:

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



TIX → SPACE COAST REGIONAL AIRPORT

COI → MERRITT ISLAND AIRPORT

X21 → ARTHUR DUNN AIRPARK

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

2017 BOARD MEETING SCHEDULE

January 19, 2017 – Regular Meeting

February 16, 2017 – Regular Meeting

March 16, 2017 – Regular Meeting

April 20, 2017 – Regular Meeting

May 18, 2017 – Regular Meeting

June 15, 2017 – Regular Meeting

July 20, 2017 – Regular Meeting

August 17, 2017 – Regular Meeting – 4:00 PM

August 17, 2017 – First Budget Hearing – 5:01PM

September 21, 2017 – Regular Meeting – 4:00 PM

September 21, 2017 – Second Budget Hearing – 5:01 PM

October 19, 2017 – Regular Meeting

November 16, 2017 – Regular Meeting

December 21, 2017 – Regular Meeting

**All Regular & Special Board Meetings & Workshops will be held
at 8:30 a.m. at the Airport Authority Office located at the Space
Coast Regional Airport, 355 Golden Knights Blvd., Titusville,
Florida unless an alternative time is set by the Board.**



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

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MEMORANDUM

TO: Members of the Airport Authority

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

DATE: December 15, 2016

ITEM DESCRIPTION - NEW BUSINESS ITEM A

Discussion and Consideration of a Space Use Permit for Precision Exotics at TIX

BACKGROUND

Precision Exotics has approached the Airport Authority again this year and proposed a trial operational period to set up a high-end vehicle driving course at TIX on the far southwest section of Taxiway Delta. They wished to start sometime during the week of December 14th this year and conclude on or about March 6th next year. This trial period would allow both parties adequate time to ensure this partnership to be mutually beneficial. Precision Exotics would bring everything needed to run their operations. That would include: One Ferrari, one Lamborghini, one 3500 pickup, one 52' race trailer and miscellaneous parts and supplies to run our operations. The 6" cones would be the only items left outside the trailer each day but could be removed if necessary.

An instructor is present in the car at all times. All participants must sign a liability waiver. The price will be \$99 plus tax. They will also carry a one million dollar COI and will have all required parties listed as additionally insured.

ISSUES

The area requested is relatively small with no permanent structures for a short duration to simply see if there is interest.

ALTERNATIVES

The Board could allow, not allow, or offer some modification to the terms of the Space Use for Precision Exotics.

FISCAL IMPACT

The monthly amount would be \$150.28, plus any applicable taxes for at least three months.

RECOMMENDED ACTION

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

SPACE USE PERMIT

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

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

Name: PRECISION EXOTICS

Address:

Contact: Eric D. Nelson, President

Telephone: 770-883-8996

Fax: _____

Email: eric@precisionexotics.com Cell: _____

Company Financial Billing Contact(s):

Name: Eric D. Nelson, President

Address: SAME AS ABOVE

Telephone:

_____ Fax: _____

E-mail:

Company B 24 Hour Emergency Contacts B minimum of 2 contacts required

Name & Title: _____

Address:

Telephone:

Fax: _____

Pager:

Cell: _____

Email:

Other: _____

Name & Title:

Address:

Telephone:

Fax: _____

Pager:

Cell: _____

Email:

Other: _____

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

Operate an exotic car driving experience on a portion of Space Coast

Regional

Airport, which would be open to the public. Company acknowledges it will comply with all Authority Rules and Regulations regarding access to the premises.

3. Space/Area to be Occupied. Company is authorized to use the space at Airport described in Attachment A-1, and depicted on Exhibit AA@ as AProposed Permit Area@

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

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

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

5. Term. This Permit is effective beginning December 15, 2016, to permit use or occupancy for a period of three (3) months, up to and including March 14, 2017, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the other party at least sixty (60) days written notice of its intention to do so.

6. Amount of Insurance Required. Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs K(1) and K(2) hereof. The amounts of coverage are specified in Attachment A-3.

7. Security Deposit. The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in Attachment A-4.

8. Utility and Service Charges. Except as otherwise expressly shown on Attachment A-5, Company shall be responsible for all utility and service charges.

9. Additional Terms and Conditions. Company does hereby further agree to abide by all of the terms and conditions attached hereto. Special Terms and Conditions are shown in Attachment A-6.

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

PRECISION EXOTICS

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____ By: _____

Eric D. Nelson, President

Michael D. Powell, CM, ACE, CEO

DATE: _____ DATE: _____

ATTACHMENT A

SPACE USE PERMIT

A-1. SPACE/AREA TO BE OCCUPIED.

<u>Location</u>	<u>S.F.</u>	<u>Rate</u> <u>P.S.F</u>	<u>Annual Rate</u> (Applicable sales tax not included)	<u>Monthly</u> <u>Rate</u> (Applicable sales tax not included)
.18 Acres + at Space Coast Regional	7840.8 3	.23	1803.39	150.28

Airport				
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Exhibit A Attached B outlined/ shaded area depicted as Lease Area.

A-2. SPACE RENTAL CHARGE

ANNUAL: \$1803.39 MONTHLY: \$150.28 Plus applicable sales tax

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

A-3. INSURANCE REQUIREMENTS

The minimum coverage required is:

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

employee

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

A-4. AMOUNT OF SECURITY DEPOSIT

One month security deposit in the amount of \$_____

A-5. UTILITY & SERVICE CHARGES.

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

A-6. SPECIAL CONDITIONS. None.

TITUSVILLE-COCOA AIRPORT AUTHORITY

TERMS AND CONDITIONS OF SPACE USE PERMIT

A. Maintenance of Assigned Space. Company accepts the space, if any, assigned under Attachment A-I hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is," and Company shall be responsible for maintaining the Assigned Space in good, clean and attractive condition. Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Permit shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof: Company shall promptly pay or reimburse Authority for the cost to Authority of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein. Company shall not permit a work of visual art, as

defined in 17 USC ' 101, to be installed in the Assigned Space without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

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

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

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

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

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

G. Rules and Regulations. Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may

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

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

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

the determination of Gross Receipts shall be made in accordance with the terms of this Permit.

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

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

auditing standards, the provisions of the Permit shall control even where this Permit references such principles or standards.

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

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

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

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

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

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

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

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Titusville-Cocoa Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be named as additional insured=s, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount

set forth in Paragraph 6 hereof, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Company's covenants to and indemnification of the Authority under this Permit, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

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

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

L. Assignment and Subletting. Company shall not assign this Permit or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the

prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

M. Default. In the event that Company shall fail to remit any payment due to Authority under Paragraph 4 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 4 of this Permit due and payable forthwith; or Authority may elect to terminate this Permit and resume possession of the Assigned Space. thereafter using the same for its own purposes without having to account to Company therefore; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Permit, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes.

N. End of Term. At the end of the term or upon the earlier termination of this Permit, Company shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear expected, and Company agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition;

provided. however, in the event Company has caused any alterations or improvements to be made to the Assigned Space, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of Authority in each instance), the Authority may elect, with respect to each such alteration or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

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

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

Q. Notice. Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally

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

Titusville-Cocoa Airport Authority
Attention: Michael D. Powell, CM, ACE, Chief Executive Officer
355 Golden Knights Boulevard
Titusville. FL 32780

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

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

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

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

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

V. Authority's Reserved Rights.

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

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

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

W. Discrimination Not Permitted.

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

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

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

(2) If Company shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Company shall be allowed to make reasonable and non-

discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Permit and to re-enter and repossess said Assigned Space, and hold the same as if this Permit had never been made or issued. The right

granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

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

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

X. Federal Aviation Administration Requirements.

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

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

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

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

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

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

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

Y. Foreign Trade Zone Requirements.

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

Z. Hazardous Materials.

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

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

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

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

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

(3) **Environmental Indemnity.** Company shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense

(including attorneys fees) arising during or after the term of this Permit as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Z(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

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

AA. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to

any action instituted by the Authority and arising against Company under this Permit, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Permit.

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

TITUSVILLE-COCOA AIRPORT AUTHORITY

By:

Michael D. Powell, CM, ACE, CEO

PRECISION EXOTICS

By:

Eric D. Nelson, President

GUARANTY OF SPACE USE PERMIT

IN CONSIDERATION of the approval of the Space Use Permit by and between the
TITUSVILLE-COCOA AIRPORT AUTHORITY and PRECISION EXOTICS (need entity
info.) (Permit), the undersigned hereby personally guarantees to said TITUSVILLE-COCOA
AIRPORT AUTHORITY the payment of all rent and fees provided for in the aforesaid
Permit and the performance of all obligations of said lease.

IN WITNESS WHEREOF, the undersigned hereby execute(s) this instrument.

Eric D. Nelson, President

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
and County aforesaid to take acknowledgments, personally appeared ERIC D. NELSON to
me personally known to be the person described in and who executed the foregoing

instrument or who produced as identification, and/she took an oath and acknowledged

before me that he/she executed the same for the purposes stated therein.

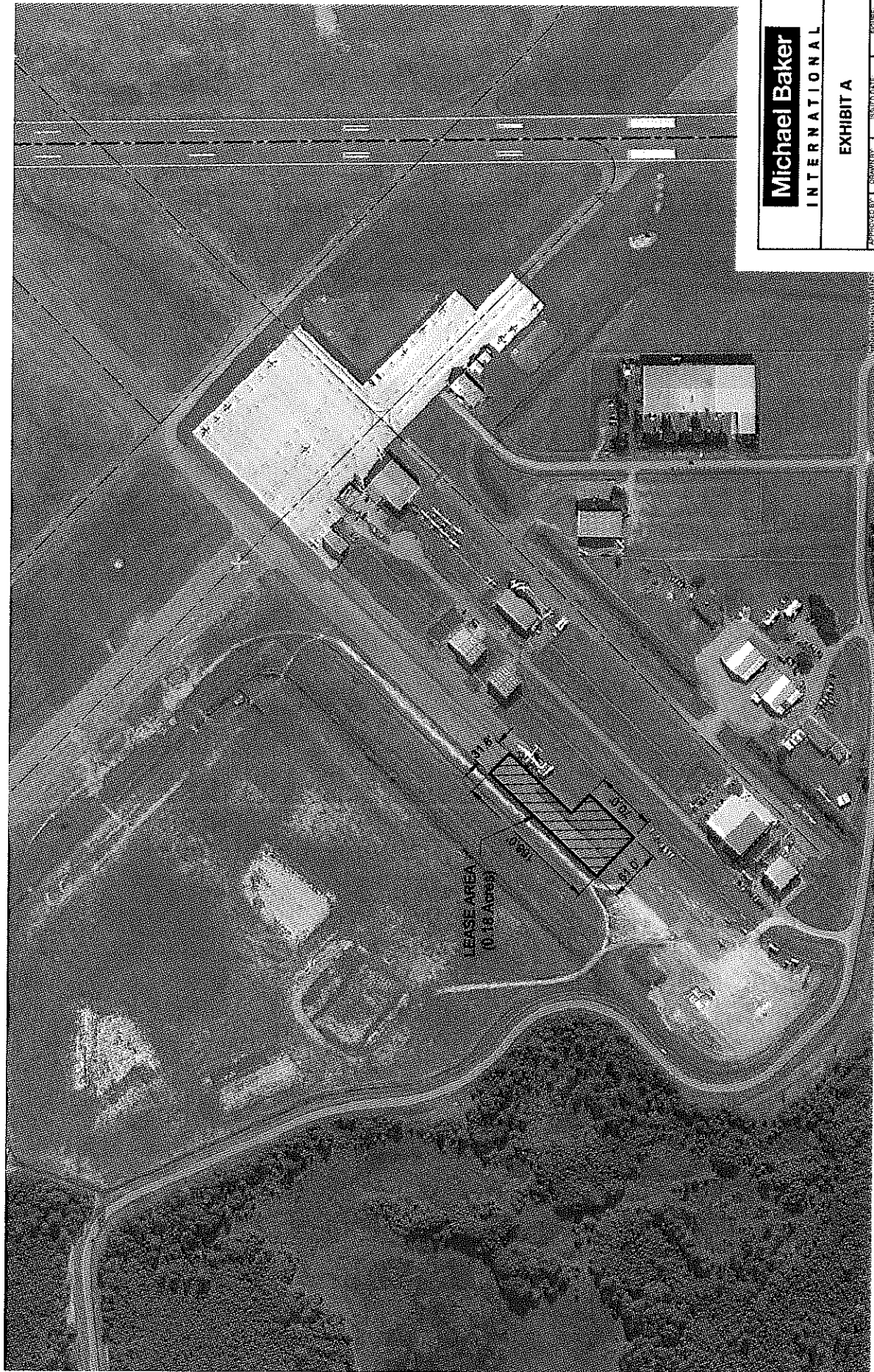
WITNESS MY HAND and Official Seal this _____ day of _____, 2016.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

(SEAL)



Michael Baker

INTERNATIONAL

EXHIBIT A

APPROVED BY	COUNTRY	SCALE DATE	FIGURE
	BC	Oct 2015	A



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: December 15, 2016

ITEM DESCRIPTION - NEW BUSINESS ITEM B

Discussion and Consideration of the Evaluations and Performance of the Chief Executive Officer Over the Past Year

BACKGROUND

I am truly grateful for your consideration and appreciate the opportunity to serve in improving our relationships and partnerships with everyone, continuing to accelerate our strategic development in creating a system of airports everyone can be proud of having in their community, and as always, seeking all opportunities to grow as a true economic engine for Brevard County and the surrounding areas we serve.

I would truly hope that the Board is excited about the tremendous improvements to our facilities and are extremely happy at the rate in which we are making things happen. You most definitely deserve it.

As you know, we are well into working toward the Authority getting its Space Port License to ensure there is no opportunity for job creation and substantial economic development that the Authority is not ready for in supporting the surrounding communities.

The dedicated focus on always improving relations with everyone from all elected officials, to local consultants and contractors, to the Airport Authority's overall image in the surrounding communities is of the highest priority. Attention to detail, improved relations and being strongly focused on customer service are proud accomplishments in serving the needs of the valued tenants and users of the three airports; Arthur Dunn Airpark, Space Coast Regional Airport, and Merritt Island Airport.

The tremendous advantage of working daily with the corporate tenants, t-hangar tenants, the Tower, and our neighbors on airport specific situations has given me great insight to the current issues facing the aviation industry as a whole and the Titusville-Cocoa Airport Authority as well as a firm understanding of the most desirable and expeditious direction to lead our airports into the future.

Over the last several years that I have had the privilege to serve, things have changed for the better so much that my position almost bears no resemblance to what previous Directors were tasked with for the Authority. With the Board's incredible leadership, insight, and support we are only limited by our imagination.

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

I am fully capable to continuing to pick up speed and make even more wonderful things happen for our valued tenants, the traveling public and the communities we serve. We are honestly becoming a much appreciated, focused, large economic engine for Brevard County.

Thank you for your valuable time and kind consideration. We continue to make good things happen for the multitudes of great people we serve.

ALTERNATIVES

An evaluation form has been provided.

FISCAL IMPACT

There is no request for an increase and no new/additional fiscal impact to the Airport Authority.

RECOMMENDED ACTION

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



Performance Appraisal Review
Titusville-Cocoa Airport Authority

Employee Name: Michael D. Powell, C.M., ACE Title: Chief Executive Officer

Date of Review: December 15, 2016

Date Last Review: December 18, 2014

Date Next Review: December 21, 2017

Summary of Job Description

Working for a seven-member Board of Directors as well as serving the needs of tenants, the traveling public, and the surrounding communities, the Chief Executive Officer is directly responsible for oversight of all public relations, administration, finance, business development, grants, facilities, operations, maintenance, marketing, and consulting firms. The Chief Executive Officer directs the daily operations of an FAR Part 139 – Class IV Commercial Service Airport, two General Aviation Airports, seven rental properties, and a self-storage facility.

Responsibilities also include: customer service, community leader, positive ambassador for aviation, property management, lease negotiations, emergency / incident / crisis command and recovery, FAA compliance, airport emergency planning, strategic planning, all airside and landside operations, airport security (General Aviation), wildlife management supervision, crisis communication planning, airport certification compliance, Airport Security Plan management, assessing / correcting all deficient areas, supervision of three airports, airport ground vehicle operations, and hurricane / disaster planning and recovery.

Additional responsibilities will include oversight into getting, and utilizing our own Space Port License.

Job Knowledge: Chief Executive Officer's understanding of normal job requirements. Chief Executive Officer's understanding of related functions. Chief Executive Officer's efforts to keep skills current.

1) Possesses knowledge and skills required for the job:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

2) Budget:

a) Proposes Annual Budget with appropriate explanation:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

b) Administers resources in accord with approved budget:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

Initiative: How well does the Chief Executive Officer perform in the face of obstacles.

1) Demonstrates initiative in appropriate aspects of the job:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

2) Handles crisis efficiently and effectively:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

3) Is innovative in proposing ideas for growth and change:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

Quality of Work: Consider neatness, thoroughness, and accuracy of the work the Chief Executive Officer produces.

1) **Keeps informed on airport compliance requirements to maintain the highest standard:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

2) **Recommends program and policy changes to the Board, as necessary:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

Cooperation: Chief Executive Officer's ability and willingness to work with the community, associates, supervisors, and subordinates toward common goals.

1) **Fosters and maintains a positive image in and around the community:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

2) **Fosters and maintains strong relationships with local public and private entities:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

3) **Is receptive to suggestions and constructive criticism:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

Leadership: How well the Chief Executive Officer leads, manages, and supervises.

1) **Exercises appropriate supervision and leadership for staff:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

2) **Appropriately delegates authority:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

3) **Provides appropriate training and evaluation of staff:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

4) **Provides appropriate tools and management for staff:**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

5) **Demonstrates appropriate work habits as shown by attendance, punctuality, appearance, grooming and safety**

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

Achievement of Goals: List each goal that had been set and indicate whether Chief Executive Officer has achieved, failed to reach, or exceeded the goal.

Goal 1. Apply and compete for highly sought after grant funds from various sources since normal funding sources are down – **Exceeded**

- ✓ Aggressively sought and received roughly 30 + million in grants funds over the last seven + years. The list of projects and accomplishments continues to grow.

Goal 2. Attract New Businesses

- ✓ Have secured additional businesses expanding at TIX **Achieved - Ongoing**

Goal 3. Continue working on out-of-the box thinking with current businesses to help them expand here with us - **Achieved - Ongoing**

- ✓ Currently pursuing our own Space Port License

Goal 4. Become more established as a community leader – **Exceeded**

- ✓ **Space Coast Economic Development Commission (SEDC)** – Board of Directors (Past President)
- ✓ **Titusville Chamber of Commerce** – Board of Directors (Immediate Past Chairman)
- ✓ **Cocoa Chamber of Commerce** - Member
- ✓ **Civilian Military Council (CivMil)** – Member

Goal 5. Continue to improve relationships and seek out potential partnerships with local public and private entities – **Achieved - Ongoing**

Overall Evaluation:

☐ Outstanding ☐ Very Good ☐ Satisfactory ☐ Fair ☐ Unsatisfactory

Board Member's Comments:

Board Member's Name: _____ **Title:** _____

Board Member's Signature: _____ **Date:** _____



Compensation:

There has been no increase over the last two years and none requested by the employee this year.

I am extremely appreciative to the Board for the incredible support over the years as we have continued to make good things happen for multitudes of great folks we serve. There is still much to be done and I look forward to our future accomplishments together. Thank you for your continued leadership, insight, and support.



EMPLOYMENT AGREEMENT



THIS AGREEMENT entered into this 15th day of December, 2016, by and between the Titusville-Cocoa Airport Authority, hereinafter referred to as "Authority", and Michael D. Powell, C.M., ACE, hereafter referred to as "Employee", both of whom understand and agree as follows:

W I T N E S S E T H:

WHEREAS, the Authority desires to employ the services of Employee as the Chief Executive Officer of the Titusville-Cocoa Airport Authority subject to the terms hereof; and

WHEREAS, it is the desire of the Authority to provide certain benefits, to provide certain conditions of employment, and to provide specific working condition of said Employee; and

WHEREAS, Employee possesses the skills and qualifications necessary to perform his duties, and desires to serve as the Chief Executive Officer of said Authority.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DUTIES.

The Authority hereby agrees to employ the Employee as Chief Executive Officer of the Authority, and the Employee agrees to perform the functions and duties specified in Exhibit "A", which is attached hereto and made a part hereof by this reference. The Employee further agrees to perform such other duties and functions as the Authority shall from time to time assign. The Employee acknowledges that as a member of senior management, his efforts may frequently

require the expenditure of in excess of 40 working hours per week, all of which shall be exempt from Federal and State overtime laws due to the nature of duties and skills required of the Employee.

SECTION 2. TERM.

- A.** The initial term of employment pursuant to this Agreement shall be from December 15, 2016 through December 17, 2020. Prior to the expiration of the contract term, upon a positive performance evaluation by the Authority, there will be an automatic one year extension with consideration by the Board for a salary increase. The Employee shall be exempt from application of the "Probationary Period" contemplated in Section VII of the Authority personnel policy.
- B.** The Employee may resign at any time from his position as Chief Executive Officer; however, the Employee agrees to provide not less than sixty (60) days written notice of such resignation, unless the parties otherwise agree in writing.
- C.** In the event the Employee is terminated for the convenience of the Authority, or voluntarily resigns at the request of the Authority, the Authority (1) agrees to pay the Employee severance pay equaling twenty (20) weeks salary; and (2) standard compensation for other employees of the Authority, including accrued sick leave, vacation, holidays, compensatory time, and other accrued benefits.
- D.** "For the convenience of the Authority" as used in this Agreement, means where the Employee is terminated by the Authority without "Good Cause" (as defined below) or where the Authority does not provide any reason for termination.
- E.** The Employee agrees that in the event of voluntary resignation (except as provided in Section 2(C) above) or termination for "Good Cause", he shall not be entitled to

severance pay or any other form of compensation except accrued benefits described in Section 2(C) above. "Good Cause" as used in this Agreement means malfeasance or misfeasance in office; conviction of a felony or any illegal action involving moral turpitude or involving acts personal to Employee; willful misconduct which is job related or affects job performance; insubordination; willful breach or habitual neglect of the material duties Employee is required to perform under the terms of this Agreement. The standard for "Good Cause" for dismissal may, in the discretion of the Authority, be established by measuring the conduct and performance of the Employee against the conduct and performance under similar circumstances in considering contemporary governmental standards of employee conduct and performances. While the Authority reserves the right to terminate employment of the Employee at any time, termination for "Good Cause" shall not include termination of employment by reason of death of the Employee.

F. Unless otherwise terminated, both parties agree to begin negotiation of a renewal employment term ninety (90) days before the expiration of employment term contemplated in this Agreement.

G. Both parties agree that Employee's salary shall be reviewed at the one year anniversary of this Agreement.

SECTION 3. SALARY.

The current salary for the Employee is One Hundred Eighty-One Thousand Five Hundred Dollars (\$181,500.00) per year after ten years as the Chief Executive Officer. There is no increase requested as part of this Agreement.

SECTION 4. PERFORMANCE EVALUATION.

The Authority and the Employee shall agree upon an appropriate evaluation form. The Authority shall review and evaluate the performance of the Employee at least once annually on or before December 23rd of each year with the Employee. Said review and evaluation form shall be completed annually by each member of the Authority. The individual forms once completed by the members shall be presented to the Authority as a whole. As part of the evaluation process the Board shall consider all individual evaluations forms in determining whether to offer an increase in salary and/or renewal of this contract.

SECTION 5. AUTOMOBILE.

The Authority shall provide the Employee a motor vehicle annually and the Authority shall pay for the license tag, insurance, maintenance and fuel for the motor vehicle. The motor vehicle may be driven home and as is reasonably necessary by the Employee based on the need for the Employee to respond to airport emergencies on a twenty-four hour basis, and as otherwise authorized by the Authority.

SECTION 6. DUES AND SUBSCRIPTIONS.

The Authority agrees to budget and pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, and state associations and organizations, and for the good of the Authority.

SECTION 7. PROFESSIONAL DEVELOPMENT.

A. The Authority agrees to budget for and to pay for the normal and reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue

necessary official and other functions for the Authority, including such national, regional, state and local governmental groups and committees which may benefit the Employee in his capacity as the Chief Executive Officer of the Authority.

B. The Authority also agrees to budget and pay for the normal and reasonable travel and subsistence expenses of the Employee as provided by Florida law for educational courses, institutes, and seminars that are necessary for his personal development.

SECTION 8. INDEMNIFICATION.

The Authority shall defend and indemnify the Employee for all reasonable court costs, attorneys fees, and expenses of defense relating to any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Chief Executive Officer, provided any such act or omission occurred within the scope of his employment. The Authority shall only indemnify the Employee if the Employee, in good faith, assists in his own defense, the Employee agrees to cooperate fully with the Authority, and the Employee utilizes legal counsel selected by the Authority. In the event the Authority considers independent counsel on behalf of the Employee, the parties shall agree on independent counsel and the fee arrangement with such counsel prior to engaging said counsel.

Eligibility Exception: The Authority shall have no obligation or liability pursuant to this Section where judgment or other final adjudication establishes that the Employee's actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

1. A violation of the criminal law, unless the Employee had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful.

2. A transaction from which the Employee derived an improper personal benefit;
3. Willful misconduct or a conscious disregard for the best interests of the Authority.

In the event of payment under this Section, the Authority shall be subrogated to the extent of such payment to all of the rights of recovery with respect to such payment of the Employee who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Authority effectively to bring suit to enforce such rights.

SECTION 9. BENEFITS.

- A. The Authority agrees to provide to the Employee the same medical and hospitalization insurance provided to its other employees.
- B. The Authority shall also provide a life insurance policy with a double indemnity provision for the Employee with a basic death benefit equal to his base.
- C. The Authority agrees to classify the Employee's position as a Senior Management Position as defined under the State Florida Retirement System.
- D. The Employee shall immediately enjoy vacation, sick leave, health insurance, and other benefits per the Authority's personnel policy, provided however, that said policy shall be construed and applies since the Employee is commencing his 11th year of service as the Chief Executive Officer.

SECTION 10. GENERAL PROVISIONS.

The Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all present and prior negotiations and understandings between parties. No alteration, amendment, change or additions to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged.

- A.** This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of the Employee.
- B.** This Agreement shall become effective commencing the 15th day of December, 2016.
- C.** If any provision or portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. All references herein to the “personnel policy of the Authority” or words to that effect shall mean the “Authority Personnel Policies, Classification and Pay Plan Policy” or similar document then in effect. Said policy shall apply to the employment relationship herein established unless otherwise modified by the terms hereof.
- D.** This Agreement shall be governed and construed by the provisions hereof and in accordance with the laws of the State of Florida Venue for any litigation stemming from the construction and operation of this Agreement shall be in Brevard County.
- E.** Section, paragraph, and other heading contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine, feminine or neuter gender as the context may require; and the singular shall include the plural, or vice-versa, whenever and as often as may be appropriate, as the context may require. Both parties to this Agreement agree to

perform all acts necessary for the continued performance of this Agreement.

IN WITNESS WHEREOF, the Titusville-Cocoa Airport Authority has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Legal Counsel and the Employee has signed and executed this Agreement the day and year first written above.

TITUSVILLE-COCOA AIRPORT AUTHORITY

Jerry Sansom, Chairman
Titusville-Cocoa Airport Authority

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

Approved as to form and legality:

Timothy F. Pickles, Esquire
Legal Counsel



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@fairport.com

MEMORANDUM

TO: Members of the Airport Authority

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

DATE: December 15, 2016

ITEM DESCRIPTION - NEW BUSINESS ITEM C

Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

BACKGROUND

Michael Baker International 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. Aaron McDaniel, of Michael Baker International, 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 International 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, INC.**

12740 Gran Bay Pkwy West
Suite 2110
Jacksonville, FL 32258
(904) 380-2500

OCTOBER 11, 2016

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

REQUEST NO. 18
PROJECT NO. 146363
FM #433520-1

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

INVOICE NO. 956560

FOR FEES BILLED FROM SEPTEMBER 1, 2016 THROUGH SEPTEMBER 30, 2016

CV	\$701,498.00				<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
CONSTRUCTION MANAGEMENT						
93.67% COMPLETE OF	\$174,725.00				\$2,000.00 ✓	\$163,661.27
RPR INSPECTION-MERRITT ISLAND AIRPORT						
INSPECTOR NTE	\$198,375.00	<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>	
		\$115.00	0.00	\$0.00	1725.00	\$198,375.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>	
MEALS (WEEK)	\$5,850.00	\$150.00	0.00	\$0.00	38.20	\$5,730.00
VEHICLE (WEEK)	\$7,020.00	\$180.00	0.00	\$0.00	40.47	\$7,284.00
LODGING (WEEK)	\$9,750.00	\$250.00	0.00	\$0.00	38.20	\$9,550.00
	\$22,620.00			\$0.00		\$22,564.00
RPR INSPECTION-OFF-SITE MITIGATION AREA		<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>	
INSPECTOR NTE	\$48,000.00	\$100.00	0.00	\$0.00	472.00	\$47,200.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>	
MEALS (WEEK)	\$1,800.00	\$150.00	0.00	\$0.00	12.40	\$1,860.00
VEHICLE (WEEK)	\$2,160.00	\$180.00	0.00	\$0.00	12.40	\$2,232.00
LODGING (WEEK)	\$3,000.00	\$250.00	0.00	\$0.00	146.00	\$3,100.00
	\$6,960.00			\$0.00		\$7,192.00
ENVIRONMENTAL CONSTRUCTION SERVICES						
100.00% COMPLETE OF	\$33,852.00			\$0.00		\$33,852.00
DERELICT VESSEL REMOVAL & SURVEY						
100.00% COMPLETE OF	\$26,902.00			\$0.00		\$26,902.00
CONSTRUCTION TESTING (SUB)						
100.00% COMPLETE OF	\$40,000.00			\$0.00		\$40,000.00
MITIGATION MONITORING & MITIGATION REPORTS						
34.03% COMPLETE OF	\$139,155.00			\$801.19 ✓		\$47,352.08
ENG INVESTIGATION-GEOTECH						
87.02% COMPLETE OF	\$10,909.00			\$0.00		\$9,492.50
				\$801.19 ✓		\$157,598.58
TOTAL EARNINGS				\$2,801.19 ✓		\$596,590.85
AMOUNT DUE THIS INVOICE						\$2,801.19

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
12/9/16



MICHAEL BAKER INTERNATIONAL, INC.
12740 Gran Bay Pkwy West
Suite 2110
Jacksonville, FL 32258
(904) 380-2500

NOVEMBER 22, 2016

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

REQUEST NO. 19
PROJECT NO. 146363
FM #433520-1

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

INVOICE NO. 961165

FOR FEES BILLED FROM OCTOBER 1, 2016 THROUGH OCTOBER 31, 2016

CV	\$701,498.00				<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
CONSTRUCTION MANAGEMENT						
94.25% COMPLETE OF	\$174,725.00				\$1,017.90 ✓	\$164,679.17
RPR INSPECTION-MERRITT ISLAND AIRPORT		<u>RATE</u>	<u>HRS.</u>			
INSPECTOR NTE	\$198,375.00	\$115.00	0.00	\$0.00	1725.00	\$198,375.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>			
MEALS (WEEK)	\$5,850.00	\$150.00	0.00	\$0.00	38.20	\$5,730.00
VEHICLE (WEEK)	\$7,020.00	\$180.00	0.00	\$0.00	40.47	\$7,284.00
LODGING (WEEK)	\$9,750.00	\$250.00	0.00	\$0.00	38.20	\$9,550.00
	\$22,620.00			\$0.00		\$22,564.00
RPR INSPECTION-OFF-SITE MITIGATION AREA		<u>RATE</u>	<u>HRS.</u>			
INSPECTOR NTE	\$48,000.00	\$100.00	0.00	\$0.00	472.00	\$47,200.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>			
MEALS (WEEK)	\$1,800.00	\$150.00	0.00	\$0.00	12.40	\$1,860.00
VEHICLE (WEEK)	\$2,160.00	\$180.00	0.00	\$0.00	12.40	\$2,232.00
LODGING (WEEK)	\$3,000.00	\$250.00	0.00	\$0.00	146.00	\$3,100.00
	\$6,960.00			\$0.00		\$7,192.00
ENVIRONMENTAL CONSTRUCTION SERVICES						
100.00% COMPLETE OF	\$33,852.00			\$0.00		\$33,852.00
DERELICT VESSEL REMOVAL & SURVEY						
100.00% COMPLETE OF	\$26,902.00			\$0.00		\$26,902.00
CONSTRUCTION TESTING (SUB)						
100.00% COMPLETE OF	\$40,000.00			\$0.00		\$40,000.00
MITIGATION MONITORING & MITIGATION REPORTS						
36.39% COMPLETE OF	\$139,155.00			\$3,292.80 ✓		\$50,644.88
ENG INVESTIGATION-GEOTECH						
100.00% COMPLETE OF	\$10,909.00			\$1,416.50 ✓		\$10,909.00
				\$3,292.80		\$162,307.88
TOTAL EARNINGS				\$5,727.20 ✓		\$602,318.05
AMOUNT DUE THIS INVOICE						\$5,727.20

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
11/29/16

Titusville-Cocoa Airport Authority
Check Register
For the Period From Nov 1, 2016 to Nov 30, 2016

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
35622	11/10/16	AG-PRO Companies	101000	591.23
35623	11/10/16	Allen Enterprises, Inc.	101000	2,110.90
35624	11/10/16	A T & T	101000	389.97
35625	11/10/16	BR90-Bennett Auto Supply	101000	278.14
35626	11/10/16	Brevard County Utility Resources	101000	100.00
35627	11/10/16	Brown & Brown Insurance	101000	5,598.00
35628	11/10/16	Capital Office Products	101000	38.72
35629	11/10/16	Cintas Corp., Loc. 149	101000	260.34
35630	11/10/16	City Of Titusville	101000	703.48
35631	11/10/16	Dish	101000	53.03
35632	11/10/16	Florida Power & Light	101000	4,439.12
35633	11/10/16	Florida Today	101000	95.34
35634	11/10/16	Goodyear	101000	762.52
35635	11/10/16	Lacey's Lock Service	101000	107.00
35636	11/10/16	Lowe's	101000	157.25
35637	11/10/16	Michael Baker International	101000	500.00
35638	11/10/16	MITEL Leasing	101000	102.23
35639	11/10/16	Moore's Tire Outlet	101000	178.00
35640	11/10/16	Timothy F. Pickles, P.A.	101000	750.00
35641	11/10/16	Rev-Cut Mower	101000	535.98
35642	11/10/16	ServiceMasterClean	101000	510.00
35643	11/10/16	Southern Fire Protection of Orlando	101000	3,071.00
35644	11/10/16	Space Coast Fire & Safety	101000	18.00
35645	11/10/16	Brevard County Tax Collector	101000	16,183.06
35646	11/10/16	Waste Management	101000	175.32
35647	11/10/16	Watkins Fuel Oil	101000	2,307.31
35648	11/10/16	Watson, Soileau, Deleo,	101000	30.47
35649	11/10/16	ICMA Retirement Trust	101000	1,033.32
35650	11/10/16	Board Of Co. Commissioners	101000	14,173.86
35651	11/10/16	Patricia Wall	101000	18.92
35652	11/10/16	Mark Minor	101000	92.32
35653	11/10/16	Donald White	101000	285.98

Titusville-Cocoa Airport Authority
Check Register
For the Period From Nov 1, 2016 to Nov 30, 2016

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
35654	11/10/16	Jenny Heer	101000	75.00
35655	11/10/16	Ken Murray	101000	90.06
35656	11/10/16	Ross Harper	101000	59.14
35657	11/23/16	Ace Hardware	101000	13.28
35658	11/23/16	A T & T	101000	437.65
35659	11/23/16	AT&T Mobility	101000	467.06
35660	11/23/16	BR90-Bennett Auto Supply	101000	330.37
35661	11/23/16	Bob Steele Chevrolet, Inc.	101000	97.75
35662	11/23/16	Brown & Brown Insurance	101000	66,481.25
35663	11/23/16	Brighthouse Networks	101000	58.26
35664	11/23/16	Cintas Corp., Loc. 149	101000	91.56
35665	11/23/16	C & D Construction, Inc.	101000	43,846.29
35666	11/23/16	City Of Cocoa	101000	161.08
35667	11/23/16	City Of Titusville	101000	289.36
35668	11/23/16	D & E Pump	101000	34.99
35669	11/23/16	Flagler Development Company	101000	788.77
35670	11/23/16	Florida Power & Light	101000	2,715.08
35671	11/23/16	Home Depot	101000	25.26
35672	11/23/16	Lacey's Lock Service	101000	53.50
35673	11/23/16	Lowes	101000	17.54
35674	11/23/16	Marie's Coffee Service	101000	64.75
35675	11/23/16	Moore's Tire Outlet	101000	216.00
35676	11/23/16	Nix Pest Management	101000	256.00
35677	11/23/16	Oils Unlimited	101000	110.00
35678	11/23/16	Purchase Power	101000	11.05
35679	11/23/16	Space Coast Fire & Safety	101000	58.00
35680	11/23/16	Windstream Communications	101000	1,257.28
35681	11/23/16	ICMA Retirement Trust	101000	1,033.32
Total				174,790.46

[illegible]

Titusville-Cocoa Airport Authority

Budget to Actual

November 2016
Merritt

Expense	Budget	Arthur Dunn	Space Coast	Island	G & A	Unallocated	Total	% Budget
Travel & Training								
Travel & Per Diem	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Training & Education	\$7,600.00	\$0.00	\$0.00	\$0.00	\$605.60	\$0.00	\$605.60	7.97%
Communications & Freight								
Telecommunications								
Telephone	\$24,622.00	\$128.29	\$1,535.62	\$405.50	\$1,325.93	\$341.68	\$3,737.02	15.18%
Cell Phones	\$7,500.00	\$0.00	\$0.00	\$0.00	\$884.25	\$0.00	\$884.25	11.79%
Cable Service	\$1,500.00	\$0.00	\$0.00	\$0.00	\$166.09	\$0.00	\$166.09	0.00%
Postage								
Postage	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Express Mail	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Online Services	\$740.00	\$0.00	\$0.00	\$0.00	\$115.52	\$0.00	\$115.52	15.61%
Utility Services								
Water/Sewer	\$15,750.00	\$194.61	\$132.88	\$215.19	\$202.25	\$18.67	\$763.60	4.85%
Electricity	\$125,000.00	\$881.75	\$3,451.29	\$3,815.49	\$262.41	\$297.84	\$8,708.78	6.97%
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	\$94.75	\$0.00	\$0.00	\$0.00	\$0.00	\$94.75	1.18%
Rentals & Leases								
Equipment Rental	\$5,000.00	\$0.00	\$0.00	\$350.64	\$0.00	\$0.00	\$350.64	7.01%
Postage Machine	\$725.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Copy Machine	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Phone System	\$5,000.00	\$0.00	\$0.00	\$0.00	\$204.46	\$0.00	\$204.46	4.09%
Insurance								
Property/Casual								
Buildings & Equipment	\$234,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176,918.75	\$176,918.75	75.29%
Fuel Tank	\$3,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Housing/Liability	\$7,650.00	\$7,852.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,852.00	102.64%
Airport Liability	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Auto Liability	\$18,052.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,025.00	\$16,025.00	88.77%
Officers Liability	\$4,450.00	\$0.00	\$0.00	\$0.00	\$5,302.00	\$0.00	\$5,302.00	119.15%
Employee Bond	\$425.00	\$0.00	\$0.00	\$0.00	\$296.00	\$0.00	\$296.00	69.65%

Titusville-Cocoa Airport Authority

Budget to Actual

November 2016

Expense	Budget	Arthur Dunn	Space Coast	Merritt Island	G & A	Unallocated	Total	% Budget
Repairs & Maintenance								
Service Contracts	\$11,500.00	\$0.00	\$126.00	\$200.00	\$177.80	\$45.00	\$548.80	4.77%
Repairs/Maintenance Printing/Binding	\$140,000.00	\$496.12	\$5,879.97	\$502.25	\$0.00	\$1,680.36	\$8,558.70	6.11%
General Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Promotional Activities								
Advertising								
Marketing	\$14,808.00	\$0.00	\$0.00	\$95.34	-\$266.66	\$0.00	-\$171.32	-1.16%
Promotional	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Other Charges/Obligations								
Legal Notices	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Real Estate Taxes	\$13,000.00	\$0.00	\$0.00	\$0.00	\$14,638.50	\$0.00	\$14,638.50	112.60%
Brevard Count Indirect Fee	\$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	\$1,452.37	\$0.00	\$1,452.37	16.14%
Operating Supplies	\$60,000.00	\$0.00	\$70.77	\$0.00	\$0.00	\$2,307.31	\$2,378.08	3.96%
Furniture & Fixtures	\$6,000.00	\$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	\$535.02	\$535.02	8.92%
Books,Publications,Subscriptions								
Books & Publications	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Memberships								
Dues & Memberships	\$5,000.00	\$330.00	\$660.00	\$660.00	\$867.96	\$0.00	\$2,517.96	50.36%
Capital Outlay								
Vehicles/Equipment	\$125,000.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Contingency								
Contingency	\$63,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Debt Service	\$183,911.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,440.55	17.10%
Renewal & Replacement	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total	\$2,466,739.00	\$16,876.02	\$59,721.07	\$17,488.87	\$112,181.16	\$231,119.41	\$468,827.08	19.01%

Financial Review
Cash Position, Commitments, Reserves
as of November 30, 2016

1) Cash On Hand:

a) Cash per Operating Fund Balance Sheet	\$357,253
b) Cash per Revenue Fund Balance Sheet	\$212,301
c) Cash per R & R Fund Balance Sheet	\$35,000
d) Cash per Debt Service Fund Balance Sheet	\$152,470
e) Cash per Development Fund Balance Sheet	\$409,847
Total Cash on Hand	<u>\$1,166,871</u>

2) Plus Grants Receivable	<u>\$0</u>
Total Cash and Grants Receivable	<u>\$1,166,871</u>

3) Less Restricted Cash	
a) FDOT Advances	\$0
b) State Board LGIP B	\$0
Total Unrestricted Cash	<u>\$1,166,871</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 09/30/16)

Projects		Funded
a) TIX Spaceport Launch Site Operators License	\$0	TCAA
b) COI RSA Construction	\$25,129	2/24/2015
c) COI North Area Security & Infrastructure	\$184,006	6/23/2015
Total Committed Funds	<u>\$209,135</u>	

6) Total Uncommitted Cash	<u><u>\$957,736</u></u>
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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	\$279,584	\$0
TIX Total:		\$550,865			\$0	\$0	\$279,584	\$279,584	\$0
COI	RSA Embankment Stabilization-Construction	\$3,975,432	90/5/5	2/24/2015	\$3,729,485	\$242,684	\$242,684	\$217,555	\$25,129
COI	North Area Security & Infrastructure	\$949,000		6/23/2015		\$759,200	\$189,800	\$5,794	\$184,006
COI Total:		\$4,924,432			\$3,729,485	\$1,001,884	\$432,484	\$223,349	\$209,135
X21 Total:		\$0			\$0	\$0	\$0	\$0	\$0
Grand Totals		\$5,475,297			\$3,729,485	\$1,001,884	\$712,068	\$502,933	\$209,135