



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

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

**AGENDA
REGULAR MEETING**

JUNE 21, 2018 AT 8:30 A.M.

*** 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:
- 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. May 17, 2018 - Regular Meeting

- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
 - a. Discussion and Consideration of the Exclusive Leasing Agreement with Lightle Beckner, Robinson, Inc.
 - b. Discussion and Consideration of an Estoppel Certificate and an Assignment at TIX
 - c. Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

**NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
July 19, 2018 AT 8:30 A.M.
ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 267-8780.**

XI. 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

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on May 17, 2018 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL. The following members were present: Mr. Jerry Sansom, Chairman; Mr. Milo Zonka, Vice Chairman; Mr. Harry Carswell, Secretary; Dr. David Hosley; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney. Dr. John Leavitt was in attendance via teleconference. Dr. Wasim Niazi and Mr. John Craig were absent.

Call to Order

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

Approval of the Agenda

Mr. Sansom asked if there were any changes or additions to the Agenda. Seeing none, Mr. Sansom called for a motion to approve the Agenda as presented. Mr. Zonka made the motion. Dr. Hosley seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Appearances – None**Presentations – None****Consent Agenda****Item A – Approval of the Titusville-Cocoa Airport Authority Minutes:****1. April 19, 2018 – Regular Meeting**

Mr. Zonka made a motion to approve the Consent Agenda as presented. Mr. Carswell seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Old Business – None**New Business****Item A – Discussion & Consideration of an Amendment to a Ground Lease at Space Coast Regional Airport**

Mr. Powell gave a brief overview of the item, stating that this was for a ground lease that the Board had approved a little over a year ago for a company called Delta Hotel Aviation Group, which had been delayed because of unforeseen circumstances. Mr. Powell stated that the company was now ready to go and at the last meeting the Board had discussed two options: Delta Hotel could pay four month's rent and move on, or they could pay for the last year and then have an

eight month construction clause. Mr. Powell stated that the item was deferred, and Staff went back and spoke with the potential tenant to discuss several options, and what Delta Hotel came back with was that they would pay starting June 1st. Mr. Powell stated that a contractor had been selected and Delta Hotel was ready to give them a deposit to start the project. Discussion continued.

Dr. Hosley stated that if it happened once, it could happen again and asked Mr. Bird if there was some way to put teeth in the agreement so it didn't happen again. Mr. Bird stated that he felt the language was already there and it was really a matter of enforcement. Mr. Bird stated that he and Mr. Powell delivered the Board's message to Delta Hotel and because of the capital outlay that they were looking to put up, they weren't interested in what the Board had asked and claimed to have other alternatives that they could pursue. Mr. Bird stated that he felt this was an unusual situation and that he was concerned about economic non-discrimination. Mr. Bird stated that Delta Hotel was ready to begin construction, which was something that wasn't as finite a year ago. Mr. Bird also stated that the Airport Authority always had the ability and the right to enforce. Discussion continued.

Mr. Zonka made a suggestion to develop and publish a lease administration policy to hold the Airport Authority accountable and to prevent something like this from happening again. Discussion continued.

Dr. Hosley asked Mr. Bird if Staff could send a message to Delta Hotel to let them know that the Airport Authority had the leverage to distress against any personal property on site, to include the hangar building, if they defaulted on the rent. Mr. Bird stated that he could include a reference to it in the letter that stated what the Airport Authority was offering them. Discussion continued.

Mr. Zonka made a motion to approve the Amendment. Dr. Leavitt seconded. Mr. Sansom called the question. There were no objections. Motion passed. Discussion continued.

Item B – Discussion & Consideration of an Amendment to a Lease at Space Coast Regional Airport

Mr. Powell gave an overview of the item, stating that Spaceport Avionics at Space Coast Regional Airport wanted to expand their leasehold for parking, in the area of the old Gryphon Group site at Space Coast Regional Airport. Mr. Powell stated that this would provide four tie-down spots with the option for four more.

Dr. Hosley made a motion to approve the addition to the leasehold. Mr. Zonka seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Item C – Discussion & Consideration of the Proposed 2018-2019 Fiscal Year Budget

Mr. Powell gave an overview of the item, stating that this was the first draft of the budget and that it would be brought back again in July. Mr. Powell added that there would be a budget hearing in August and a second budget hearing in September. Mr. Powell went through some of the highlights of the budget. Discussion continued.

Mr. Zonka asked Mr. Powell to discuss what was going on with U.S. Aviation Training Solutions (USATS) at Space Coast Regional Airport, stating that it would be nice to get some input from the company. Mr. Powell stated that Staff had expressed concern with Mr. Rick McCourt from USATS, and let him know that it was very difficult for the Airport Authority to handle the impact of not receiving that amount of revenue for a period of time. Mr. Powell explained that the only way it could be done, would be for the Airport Authority to stop or slow down projects to help ensure services did not suffer. Discussion continued.

Mr. Zonka suggested that the next time the budget was discussed, he would like Staff to make some suggestions on where cuts could possibly made in anticipation of events, such as the one with USATS. Discussion continued.

Dr. Hosley made a motion to approve the first draft of the budget. Mr. Carswell seconded. Mr. Sansom called the question. There were no objections Motion passed.

Item D – Discussion & Consideration of an Estoppel Certificate & Consent at Space Coast Regional Airport

Mr. Powell gave a brief overview of the item, stating that North American Surveillance Systems at Space Coast Regional Airport had asked for an Amendment to better clarify their property description at the last meeting. Mr. Powell added that the bank now wanted an Estoppel to clarify a few items in the lease.

Mr. Bird stated that it was very common for a lender to ask for the right to step in and be notified if the tenant was ever in default. Discussion continued.

Mr. Zonka made a motion to approve the Amendment. Mr. Carswell seconded. There were no objections. Motion passed.

Information Section

CEO Report

Mr. Powell explained the situation with USATS at Space Coast Regional Airport, stating that Staff had sent a letter to the Board members from USATS explaining their situation with regard to the acquisition of Bristow Academy on very short notice. Mr. Powell stated that they acquired everything within a week in order to save 57 jobs and that they spent over \$1.5 million for the acquisition and about \$2 million in the company already. Mr. Powell explained that they had some

commitments prior to not receiving \$1.5 million from a long-term tenant that was supposed to come 30 days within closing, but due to this cash flow issue they were asking the Airport Authority to defer their payments until August and then pay the balance. Discussion continued.

Mr. Sansom turned the floor over to Mr. Rick McCourt from USATS. Mr. McCourt explained that they jumped into acquiring USATS on very short notice, but the Columbian government still owed them \$1.5 million. Mr. McCourt stated that it would have taken them through without a problem. Mr. McCourt added that USATS had purchased three aircraft. Mr. Powell stated that USATS had agreed to provide half the monthly amount by the 25th of the current month. Discussion continued.

Mr. Zonka asked if the lease allowed some flexibility for a deferral agreement or did the Airport Authority need to draw up a document stating that they were allowing USATS to defer payment. Mr. Bird stated that they were at a point where the Airport Authority needed to bring forward the Bristow lease, which was what USATS acquired. Mr. Bird stated that he prepared an assumption and assignment agreement and the terms of the forbearance agreement were in the process of being negotiated. Mr. Bird stated that he wanted to put something together, but didn't want to do it without Board direction. Discussion continued.

Mr. Zonka stated that he felt it should be an actionable item. Mr. Sansom asked Mr. Bird if it needed to be formalized. Mr. Bird stated that it could be done today.

Mr. Zonka made a motion to approve the assignment of the Bristow leases and formalize the agreement for USATS, giving Mr. Powell the authority to sign it. Dr. Leavitt seconded. Discussion continued.

Mr. Sansom called the question. There were no objections. Motion passed.

Mr. Powell stated that the Airport Authority had an apparent low bidder for the Box Hangar Project at Merritt Island Airport. Mr. Powell also reported the Airport Authority was moving forward on getting the paperwork together to start Rehabilitation on the Runway at Merritt Island Airport.

Mr. Powell reported that Staff was trying to close out the REILS Project at Space Coast Regional Airport in addition to closing out the RSA Project at Merritt Island Airport.

Mr. Powell concluded his report.

Attorney Report

Mr. Bird reported that he continued moving forward with the Lightle, Beckner & Robison exclusive leasing agreement. Mr. Bird stated that the agreement had been revised to exclude aeronautical parcels from Lightle, Beckner & Robison's exclusive leasing gambit, because it was a different animal and because they

thought it would draw less attention from regulatory agencies. Mr. Bird stated that he sent them a relatively formalized contract and they were currently working on it. Mr. Bird stated that he expected to bring it to the Board at the next meeting. Discussion continued.

Mr. Zonka exited the meeting at 9:31 a.m.

Mr. Bird reported that the case with Welsh Construction was finishing up on discovery and that he continued working on tenant default matters.

Mr. Bird concluded his report.

Check Register & Budget to Actual

Mr. Powell stated that financial reports had been provided and would be happy to answer any questions.

Administration & Project Reports

Mr. Powell stated that there had been a few updates. Discussion continued.

Authority Members Report

Mr. Carswell stated that he wanted to be very supportive of businesses, but he wished that the Airport Authority wasn't put at risk. Mr. Carswell added that he was not pleased with the outcome. Dr. Hosley concurred. Discussion continued.

Public & Tenants Report

Mr. Don White from the EAA at Merritt Island reported that they had their Young Eagles event and had about 65 kids. Mr. White stated it was a lower number than usual. Mr. White stated that the next Young Eagles event would be on October 28th.

Mr. White asked for updates on the PAPI lights at Merritt Island Airport and the proposed hurricane preparedness measures. Mr. Aaron McDaniel gave a brief update on each of the items. Discussion continued.

Mr. Sansom recognized Mr. Tony Yacono from the Merritt Island Airport. Mr. Yacono reported that two of the Port-a-ports behind the Sheriff's Department building were coming apart and that he noticed grass growing up in the tarmac. Mr. Yacono noted that he realized the grass was the FBO's responsibility, but wanted to notify the Airport Authority that it needed to be taken care of. Discussion continued.

Adjournment

Mr. Sansom adjourned the meeting at 9:41 a.m.

JERRY SANSOM, CHAIRMAN

HARRY CARSWELL, SECRETARY



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

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

MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 21, 2018

ITEM DESCRIPTION - NEW BUSINESS ITEM A

Discussion and Consideration of the Exclusive Leasing Agreement with Lightle Beckner, Robinson, Inc.

BACKGROUND

Staff has been working with Lightle Beckner, Robinson, Inc (LBR) on the Exclusive Leasing Agreement and are bringing the final version to the Board for consideration. LBR very kindly worked with staff on issues of concern such as allowing us to list all current tenants and groups. Staff is currently speaking with to be excluded from the Agreement.

ISSUES

None identified at this time.

ALTERNATIVES

The Airport Authority Board could approve or disapprove of the Agreement as presented and/or request a modification.

FISCAL IMPACT

Yet to be determined, but the agreed upon terms were 4% commission on the initial term only (no options or extensions) and the commission is paid as it is received from the Authority until the commission is paid.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Exclusive Leasing Agreement with Lightle, Beckner, Robinson, Inc. for commercial real estate brokerage, and (2) authorize an Authority Officer or the CEO to execute the necessary documentation upon satisfactory review by legal counsel.



EXCLUSIVE LEASING AGREEMENT

FOR AND IN CONSIDERATION of services to be rendered by LIGHTLE BECKNER ROBISON, INC. ("Agent"), a Florida corporation whose address is 70 W. Hibiscus Blvd., Melbourne, FL 32901, to the TITUSVILLE-COCOA AIRPORT AUTHORITY, ("Owner" or the "Authority") whose address is 355 Golden Knights Blvd., Titusville, FL 32780, Owner does hereby employ Agent as Owner's sole and exclusive Agent to lease the property ("Property") described in the attached Exhibit A, on terms and conditions acceptable to Owner, as determined by Owner in the exercise of its reasonable discretion. The terms of this Exclusive Leasing Agreement ("Agreement") are as follows:

1. This Exclusive Leasing Agreement ("Agreement") and authority provided hereby shall be in full force and effect for the period commencing _____, 2018 until and including the last day in _____, 2019, ("Term") except as specific obligations contained herein may continue beyond such Term. Additionally, Owner shall have two (2) consecutive six-month options to extend the Term of this Agreement and may exercise said options, respectively, by delivering notice of its exercise of each such option to Agent in writing at least ninety (90) days before the expiration of the then-current term. The term of each six-month option period provided hereby shall be included as part of the Term hereof upon valid and proper exercise of such option(s) by Owner.

2. Immediately upon receiving this Agreement signed, witnessed and dated by Owner, Agent shall diligently pursue every means deemed appropriate and effective by Agent to secure tenants for the Property or parts thereof within the shortest reasonable period of time. Such efforts may include canvassing and direct mail efforts aimed at prospective tenants suitable for the property. Agent agrees to cooperate fully with other licensed real estate brokers.

3. Regardless of any other terms in this Agreement, Agent shall not earn a commission on any lease or other transaction involving any tenant or prospective tenant with whom the Authority and/or its staff has already been in communication with relating to the leasing or potential leasing of property owned by the Authority and identified on Exhibit "B" hereto. This limitation shall only apply to individuals or entities specifically and expressly named on Exhibit "B" hereto and shall not apply to their employees, agents, subsidiaries or affiliates unless the same is/are specifically and expressly identified on Exhibit "B."

4. Subject to Paragraph 3, above, in the event the Property or any part thereof is leased or placed under contract to be leased by any other person or entity (the "Tenant") during the term of this Agreement, Owner, its successors or assigns agree to pay to Agent a fee (the "Initial Term Commission Fee") equal to four percent (4%) of the base rent of the initial term of any such lease (not including options or potential additional terms or extensions as may be available under any lease). Owner shall pay the Initial Term Commission Fee to Agent by paying all sums received from the Tenant as and for base rent to Agent as it is received from Tenant until such time as the Initial Term Commission Fee is paid in full.

For example, if Agent earns a 4% Initial Term Commission Fee on a 10-year lease with Owner with a \$100,000/yr. base rent obligation, then Agent's Initial Term Commission Fee would be \$40,000.00. Under such a lease, the tenant would be obligated to pay Owner \$8,333.33 per month in base rent. In order to pay the Initial Term Commission Fee, Owner would pay to Agent the \$8,333.33 received per month as base rent from the tenant for 4.8 months (4 full months with a partial payment in the 5th month), which would fully satisfy Owner's obligation to pay the Initial Term Commission Fee.

However, Owner and Agent acknowledge that in order to make any payments towards the Initial Term Commission Fee, Owner must receive base rent payments from the Tenant, and that Owner is unable to make payments towards the Initial Term Commission Fee if it does not receive base rent payments from the Tenant. Accordingly, Owner and Agent agree and acknowledge, without regard to any other provision of this Paragraph, that Owner's obligation to pay some or all of the Initial Term Commission Fee is conditioned solely upon its receipt of sufficient base rent payments from the Tenant to do so. In the event Tenant does not pay base rent after executing a lease under this section or otherwise fails to make sufficient base rent payments to permit Owner to pay some or all of the Initial Term Commission Fee to Agent, then Agent shall not be entitled to collect any portion or the whole of the Initial Term Commission Fee from Owner unless and until such time as Tenant makes sufficient base rent payments to permit Owner to make such payments to Agent. Owner agrees to pay to Agent all base rent received from Tenant, including without limitation partial rent payments, until the Initial Term Commission Fee is paid in full.

The term "base rent" as used above shall not include Tenant's security deposit or any sums paid by Tenant for taxes, insurance, maintenance, damage to property, additional rent or any other payments made to Owner under the lease. Instead, the term "base rent" shall only mean the sum paid to Owner as and for the right to lease the real parcel(s) of property subject to any such lease(s).

In the event of a Cooperating Broker, the Cooperating Broker shall receive from Agent one-half of the commission payments at the time such commission payments are paid to Agent.

5. As set forth in the description of the property subject to this Agreement – Exhibit A hereto – this Agreement shall not include aeronautical property as defined in said Exhibit A. However, in the event that a tenant for whom Agent has earned an Initial Term Commission Fee also leases one or more aeronautical property parcel(s) as defined in Exhibit A hereto from Owner within one (1) year of the effective date of a lease upon which Agent earned an Initial Term Commission Fee, Agent shall earn an Initial Term Commission Fee, as defined above, on the lease(s) for any such aeronautical property parcel(s) as well.

Additionally, and in the sole discretion of Owner, Owner may refer a tenant or prospective tenant to Agent for Agent to perform the services identified in this Agreement for any individual or entity identified on Exhibit "B" hereto and/or in relation to any aeronautical parcel (two instances in which, pursuant to the terms hereof, Agent cannot or may not earn an Initial Term Commission Fee). In the event Owner elects to refer such tenant or prospective tenant to Agent, and notifies Agent in writing of such referral, then, subject to the terms of paragraph 4, above, and Agent's full performance of its duties and obligations hereunder, Agent may earn an Initial Term Commission Fee for any qualifying lease(s) by such tenant or prospective tenant.

6. With the exception of any tenant or potential tenant meeting the criteria set forth in Paragraph 3, above, during the Term of the Agreement, Owner shall refer to Agent the name, address and telephone number of any other person or entity inquiring about tenancy in the Property. For tenants or prospective tenants meeting the criteria set forth in Paragraph 3, above, the Authority will notify the Agent of the name, address and telephone number of any such tenants or prospective tenants.

7. Nothing contained within this Agreement, and no obligation of any party hereunder, shall affect or restrict Owner's right and sole discretion to offer and/or provide incentives and other benefits to tenants or prospective tenants of the Property, including without limitation rent abatement and/or rent

reduction. Agent shall have no recourse against Owner for the exercise of any such right or discretion, and payment due Agent under this Agreement shall be subject to any such incentives and benefits. For instance, should Owner enter into a lease under this Agreement that contains a 12-month rent abatement period for construction such that the tenant's obligation to pay base rent to Owner does not commence until the 13th month of the lease, then Agent shall not be entitled to payment of any sums due for its Initial Term Commission Fee until the tenant begins paying base rent to Owner, at which point the payment obligations set out in Paragraph 4, above, apply. Owner shall not act in bad faith in offering and/or providing incentives and other benefits to any tenant(s) or prospective tenant(s).

8. No later than ten (10) days following the end of the term of this Agreement (whether at the end of the term as described in Paragraph 1, above, or pursuant to any early termination under Paragraph 17, below), Agent shall submit to Owner an exhibit showing all of the prospects that have been contacted by Agent regarding tenancy in the Property and who have physically toured the property with Agent, but who have not executed leases thereon. In the event that any persons or entities included shall lease the Property or any part thereof and shall execute a lease relating thereto and tender to Owner any required rental payments within ninety (90) days after the Term of this Agreement, Agent shall be deemed to have earned the commission described in Paragraph 4, payable on the terms and conditions described in Paragraph 4.

9. No commission shall be due or payable to Agent in the event Owner renews, expands, relocates or leases any space to existing tenants on Owner's property, including tenants who may, in the future, renew their existing leases procured by Agent, unless Owner requests Agent handle the transaction. Fee for this service with now existing or future tenants must be agreed prior to the commencement of such service by Agent.

10. Subject to Paragraph 4, above, Owner acknowledges the obligation to lease the Property or part thereof is met if the authorized rental and terms are accepted in writing by a tenant ready, willing and able to lease such Property or part thereof on terms acceptable to Owner in the exercise of its reasonable discretion. In the event that Agent secures a tenant and tenant pays advance rental or security deposit and subsequently refuses to or does not, for any reason, move in, any legal, design, professional, build-out or other expenses directly attributed to said tenant shall be paid from such advance rental and/or security deposit, then Owner and Agent shall divide the balance equally and no other commission would be due.

11. Agent shall have the right to erect, at Agent's expense, such sign or signs advertising the Property or parts thereof "For Lease" and to remove any other leasing signs therefrom.

12. In the event any litigation, arbitration or appeal arises out of this Agreement, the party prevailing over the significant issues shall be awarded reasonable attorney's fees from the losing party.

13. By signing and accepting this Agreement, Owner represents that it has good and merchantable title to the Property, subject, however, to all terms of Federal, State, or local laws governing Owner.

14. Owner and Agent agree to indemnify the other party and hold the other party harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person which one party incurs because of the other party's negligence or intentional wrongful acts. This Paragraph is subject to Owner's entitlement and right to claim governmental and/or sovereign immunity, including without limitation under section 768.28, Florida Statutes, and nothing in this Paragraph shall act as a waiver or limitation on such entitlement or right of Owner.

15. This Agreement calls for services to be rendered by Agent, and Owner and Agent understand and agree that in choosing Agent, Owner has relied on the specific and particular qualities of Agent. Accordingly, the rights and obligations of Agent hereunder shall not be delegated or assigned by Agent to any entity or person, whether by contract, agreement or by operation of law, without the prior written consent of Owner thereto. Except as limited by the foregoing sentence, this Agreement applies to and shall inure to the benefit of and be binding upon Agent and Owner and their respective agents, assigns, successors and legal representatives.

16. Agent shall at no time provide legal services to Owner with respect to document drafting or lease negotiation, and shall make no legal representation as to its documents.

17. This Agreement may be terminated without cause by either party on ninety (90) days written notice. This Agreement may also be terminated immediately by either party for cause by providing written notice and explanation of the "cause" to the other party.

18. FLORIDA COMMERCIAL REAL ESTATE LEASING COMMISSION LIEN ACT: The Florida Commercial Real Estate Commission Lien Act provides that when a BROKER has earned a leasing commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net lease proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be waived before the commission is earned. (Section 475.703(5), F.S.)

19. This written Agreement constitutes the full and complete Agreement between the parties. The Agreement shall not be modified except by written agreement signed by both parties.

SIGNED AND ACCEPTED effective on the date signed below, by the second of the two parties who have signed this Agreement.

TITUSVILLE-COCOA AIRPORT
AUTHORITY

LIGHTLE BECKNER ROBISON, INC.

By: _____
MICHAEL D. POWELL, C.M., ACE

By: _____
Print Name:

DATED: _____

DATED: _____

"OWNER"

"AGENT"

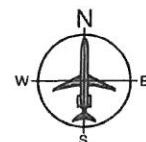
Approved as to Form and Legality this _____
Day of _____, 2018

GrayRobinson, P.A.

By: _____
Adam M. Bird, Esq., Counsel/Titusville-Cocoa
Airport Authority

EXHIBIT A

The "Property" for the purpose of and subject to this Exclusive Listing Agreement shall mean all non-aeronautical leasable property owned by the Titusville-Cocoa Airport Authority located at the three airports owned by the Authority: Arthur Dunn Airpark (X21), Space Coast Regional Airport (TIX), and Merritt Island Airport (COI). "Aeronautical property," as that term is defined by Appendix Z to the Federal Aviation Administration Airport Compliance Manual – Order 5190.6B (September 2009), that is owned by the Titusville-Cocoa Airport Authority shall not be included in this Exclusive Leasing Agreement. Provided herewith as part of Exhibit A, and incorporated herein, are three (3) aerial maps of X21, TIX and COI with non-aeronautical property (the "Property" as defined herein) shaded or striped in red. Aeronautical parcels (excluded according to the terms hereof) at TIX and COI are shaded in green.



C = APPROXIMATE ACRES

ARTHUR DUNN AIRPORT
Titusville, Florida

Michael Baker

[illegible]

AVAILABLE LAND EXHIBIT

Project Number:	Drawn By: AF	Checked By: AM
Date: APRIL 2016	Drawing Number: G-3	
Scale:		

G-3

EXHIBIT B

LIST OF EXCLUDED TENANTS/PROSPECTIVE TENANTS

Aerial Sign North
Aerial Sign North, Inc.
Air America Foundation
Airgroup Dynamics
Air Mobile Ministries
Al Voss
Alan Pike
Alberto Silva
All About Kids Consignment
Allison Dillard
Andre Charvet
Andrea Gambusera
Andy Kimball
Andy Turner
Angel Keller
Anna McQuade
Anthony Acosta
Anthony Anderson
Anthony Gibson
Ashley Burdick
Astrotech
Barbara Rolph
Barry Farmer
Barry Hoppert
Benjamin Hausman
Benjamin Troemel
Beverly Long
Bill Baer
Bill Butcher
Bill Gauldin
Bill Schmalz
Board of County Commissioners - Brevard
Brevard County Sheriff
Brevard Handyman Service
Bridgewater Homeowners Assoc.
Bruce Leiseth
Bryan Brotheridge
Bryan T. Beard
Bryant Aumack
Cameron Drever DBA Re-Com Construction,
Carl Crockett
Carl Plaugher/Pamela Weiger
Carlos Martinez
Cathy McGee
Charles Bethune
Charles Billings
Charles Fleming
Charles Gimbel
Charles Gray / Jeff Rossom
Charles Mora, R.H., P.A.
Charles Skidmore
Charles Smith

Charles Vaughn
Checkers
Cheryl Poland
Chris Manion
Christopher Anderson
Chuck Carey
Chuck Downing
Cindie Underwood
Clarence Jones
Comp Air Aviation
Cyclelogic
Dale Taglilatelo
Dan & Sandy Newfang
Dan Crutcher
Dan Sumrall
Daniel C. McAlister
Daniel Freyberg
Daniel Hawk
Daniel J. Kluth
Daniel Lewis
Daniel Sagorski/Russel Vanderhoof
Daniel Walle
Danny Shannon
Darrell McMillan
Dave Gyngell
Dave Jabbari
David Beers
David Clark
David Durgin
David Fout
David H. Blackburn
David H. Boden
David Herlong
David Madsen
David Merchberger
David Saluter
David Whitley
Dean Beard
Deborah Van Treuren
Deda Johansen
Dennis Foldesi
Denton Birch
Dick Holdings, Inc.
Dick Holdings, LLC
Diverse Air, Inc.
Don Ballew
Don Poppino
Don Schminkey
Don Shelton
Don Stiver
Donald Arabian
Donald Pataky
Donald Runaas
Donald Shelton

Donald Swickert
Donald White
Doug Keehn
Dr. Alex Acosta
Dr. M. R. Rivera
Dr. William Bagwell
Driving Ranges, Inc.
Dwayne Waters
EAA Chapter 866
East Coast Dental Equipment
Ed Moran
Eddie Ford
Eduardo Moreno
Edward/Karen Hyde
Eldon & Iva Volkmer
Eraticators Rodent Elimination
Eric & Diane Blad
Eric Cappel
Eric Lier
Eric Van Heiningen & Christina Pettit
Florence Regan
Florida Biplanes, Inc.
Florida Professional Systems
Frank Jones
Frazier Coffman
Fred Burgess
Fred Mahan
Fred Simanek
Gary Bassett
Gary Clark
Gary Clifford
Gary Mason
Gary Smith
George & Susan Berry
George Jones
George Terwilliger
Gerald L. Mook
German Vergara
Gilbert L. Patton
Glenn Breeze
Global Aviation Management
Goldstein Management
Gordon Barber
Greg Nardi
Greg Nardi - Skydive
Gregory Popp
Gunnstruction, Inc.
Guy Foreman
Harold Heimner
Harrel Crenshaw DBA Spaceport Aviation
Harry Gulley
Harry Thompson
Heidi McMahon

Henry Patterson
Hope Masters
Howard Meeks
Howard Swerbilow
Ian Abbott
Island International Group, Inc.
Island Music
J. B. Downs
J. D. Ryer
Jack Ross
Jake Senior DBA SWS Aircraft Services
Jake Senior DBA SWS Aircraft Services, I
James Dickenson
James Guest
James Lewer
James Lynch
James McNamee
James Mitton
James Poole
James Thomson
James Towe
Jan Lokay
Janice Keller
Jason Darnell/Melissa Beers
Jason Robbins
Jeff Gray
Jeff Hefner
Jeff Rosson
Jenny Heer
Jerry Chabrian
Jerry Ingleton Painting
Jerry Savage
Jessica Au
Jill Moore
Jim Kelly
Jimmy Todd
Jimmy Crawford
Joe & Anita Barbee
John Armstrong
John Black
John Black & Donald Runaas
John Demasso
John Dinovi
John Duncan
John Ferrentino
John Fink
John Godke
John Lanahan
John Leavitt
John McFarlane
John P. Moyes
John Pollard
John W. Watkins
Johnny Quinn

Jorge Leal
Joseph Flynn
Joseph Marshall
Joseph Turnbach
Josh Connolly
K & D Enterprises
Kari Garcia
Karol McBee
Kathryn Culley
Kathy Genua
Keith Kaplan
Keith Tribble
Ken Smith
Kenneth Hall
Kenneth Rivard
Kenneth Strite
Kevin Grant
Kimberly A. Pearce
Larry DeWitt
Larry Hare
Larry King
Law Office - Daniel Freyberg
Lawrence Gilbert
Leigh Lewis
Leo Vogler
Leonard Duncil
Les Boatright
Lewis Hanna
Lockheed Martin
Lydia Lopez
Lynn M. Hilker
Manuel Deleon
Marcelita Cedenio
Marcus Churchwell
Mark Briere
Mark Connell
Mark Grainger/Florida Bi-Planes
Mark Minor/Jack Chandler
Martin Baer
Marvin Becker
Mary Myers
Matt Ligos
Matt Ligos & Mark Ferguson
Matt Tatarian
Mel Romans
Melvin Hefter
Michael Boswell
Michael Burdick
Michael Dobrin
Michael Gillam
Michael Hutton
Michael Katz
Michael Ryle
Michael Swanson

Miguel Fernandez
Mike Harrison
Mike Miners
Mike Piwowarski
Mike Witkowski
Mikelyn & Mark Pietsch
Milliken's Reef Restaurant
Milliken's Reef, Inc.
Monica Marquez
Nancy Shepherd
Nels Cullison
Nick Rahal
North American Surveillance Systems
Orlando Aviation Consultants
Ottmar Thiele
Pamela Masters
Pascal Budge
Patricia Wall
Paul Gaudet
Paul Jenny
Paul Kolaskey
Paul Sturman
Perfection Auto Body, Inc.
Peter Burris-Meyer
Peter Schauer
Piper Ann, LLC
PRIVATEER Industries, LLC
Ralph Brooks
Randall Block
Randall Matheny
Randi Newman
Randy Means
Ray Thomas
Ray Trapp & William Heffron
Raymond Byrd
Razvan Rusovici
Regina Laspina
Ricardo A. Henriques
Richard Todd
Robert Ament
Robert Atwell
Robert B. Talbott
Robert Cabana
Robert Conard
Robert G. Fisher II
Robert Jamieson
Robert Langgle, Jr.
Robert Lavier
Robert Lipira
Robert Peterson
Robert Radanof
Robert Rychel
Robert S. Turner
Robert Sullivan

Roberta Jones
Rochelle & Ryan Blumenthal
Rochelle Blumenthal
Rochelle Blumenthal
Rodney Gier
Roger & Terri Alexander
Roger Molitor
Ron Gardner
Ron Jon Surf Shop
Ron Thompson DBA Sunrise Mtns Aviation
Ron Thorstad
Ronald Rosenberry
Ronald Salley
Roosevelt Jackson
Rosa Caudle
Rosemary Webb
Roy C. Blaha
Russell McCarthy
Sabrina Tarabozetti
Sam Heard DBA Heard Construction
Sarah Henderson
Scott DeMasso
Scott W. Burcham
Sea Hawk Unlimited, Inc.
Sean Campbell
Sebastian Communications, Inc.
Servant Air Ministries
Shane Hernesman
Shannon Gnolfo
Sharon Belluccio
Sheltair Dunn, LLC
Sheltair Space Coast, LLC
Shirley Brown
Skydive Space Center
Southeast Aviation Services
Space Coast Aviation
Space Coast Jet Center
Space Island Products
Spaceport Avionics Services, Inc.
Stan Okon
Stan Pengelly
Stephen Carter
Stephen Eckberg
Stephen Michael
Steve & Bonnie Dees
Steve Griffith DBA Flaggriffs Group
Steve Hutchens
Steve Roper
Steve Wertheimer
Steven Haberberger
Sun State Aviation, Inc.
Superior Coatings
Susan Coco
Suzanne Branard

T. H. Yon
Ted Lightle
Terry McNeill/Betty Watts
Thomas Consbruck
Thomas Cunningham
Thomas Denman
Thomas Gordon
Thomas Howes
Thomas Karika
Thomas Newman
Thomas Roman
Thomas Spina
Tim Morris
Tim Wilson
Tina Hoover
Tina Wells
Todd Leiss
Tom & Susan Corbin
Tom Benson
Tom Coy
Tom Coy / Mel Romans
Tom Purvis
Tom Smoak
Tom Veal
Tony Dickson
Tony Yacano
Top Gun Enterprises
Tropical Realty
US Applied Physics Group, LLC
US Aviation Training Solutions
Valliant Air Command
Vance, Lotaine & Bookhardt
Verlon Raburn
Victor Hernandez
VJ Sochocki
Voyager Aviation International, LLC
W. W. Wiles
Warren K. Harrison
Wasim Niazi
Wasim Niazi DBA Sarah Business, LLC
Wayne Eleazer
Wayne Hughes & Leo Kerwin
Wes Whitley
William Brennan
William Coates
William Hoffman
William Izzard
William Moore
William Pinyon DBA High Point Designs
Wolfgang Lau



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: May 17, 2018

ITEM DESCRIPTION - NEW BUSINESS ITEM B

Discussion and Consideration of an Estoppel Certificate and an Assignment at TIX

BACKGROUND

North American Surveillance Systems (NASS) has continued to grow rather quickly at TIX and now has an even larger company expressing interest in acquiring the company. Staff has attached two letters from NASS stating that MAG DS, Inc., a highly regarded 300 million plus defense contractor in Virginia wishes to buy NASS to supplement their capability with NASS's key strengths in engineering and integration.

The letters state that no significant changes are envisioned at TIX and the current NASS management team will remain in place.

The Estoppel Certificate is to verify the NASS leases, the dates and the rates.

ISSUES

NASS first leased a building at TIX in 2013. They leased additional land in 2014 to construct the large hangar on the west side at TIX. They then leased additional land for additional parking to accommodate their growth. NASS has shared that this Assignment will allow not only the NASS operation to grow, but also USATS.

ALTERNATIVES

The Board could decide to approve or not to approve the request by NASS for Estoppel Certificate and Assignment of NASS to MAG DS, Inc. at TIX.

FISCAL IMPACT

None identified at this time.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Estoppel Certificate and Assignment of NASS to MAG DS, Inc. at TIX (2) authorize an Authority Officer or the Chief Executive Officer to execute the necessary documentation upon satisfactory review by legal counsel.

LANDLORD ESTOPPEL CERTIFICATE

June __, 2018

[LANDLORD]
[Landlord's address]

Re: North American Surveillance Systems, Inc.
7065 Challenger
Titusville, FL

To Whom it May Concern:

The undersigned hereby certifies:

1. The undersigned is the landlord (the "**Landlord**") under that certain Lease dated [date] (together with any and all amendments, modifications and/or supplements thereto, the "**Lease**") by and between **North American Surveillance Systems, Inc.**, a Florida corporation (such party, together with its successors and assigns hereinafter collectively referred to as the "**Tenant**") affecting the [description of premises] (the "**Premises**").

2. A true, correct and complete copy of the Lease is attached hereto as Exhibit A. All capitalized terms used but not defined herein shall have the meaning set forth to them in the Lease.

3. The Lease commenced on [date] and expires on [date], and [there are no] [subject to] extension options.

4. Tenant has accepted and is occupying the Premises demised to it under the Lease and all improvements to the Premises required by the Lease have been completed or are in the process of being completed by Landlord in accordance with the Lease.

5. The monthly basic rent under the Lease is [amount], and such basic rent plus additional rent as provided for in the Lease has been paid in full through the month of [date]. No such rents have been paid for more than one (1) month in advance of the due date thereof.

6. The Lease is in full force and effect without default thereunder by Tenant or, to the best knowledge of Tenant, Landlord. There are no defenses to or offsets against the enforcement of the Lease or any provision thereof by the Landlord.

7. Tenant has deposited [\$0 or deposit amount] as a security deposit with Landlord pursuant to the terms of the Lease.

8. There are no other agreements or understandings, whether written or oral, between Tenant and Landlord with respect to the Lease.

SIGNATURE PAGE FOLLOWS

Dated as of: June ___, 2018

[LANDLORD]

By: _____

Name: _____

Title: _____



North American Surveillance Systems, Inc.

7065 Challenger Avenue
Titusville, FL 32780
(321) 607.9022 Phone
(321) 383.6078 Fax

6/13/18

Michael D. Powell, C.M., ACE
Chief Executive Officer
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

Dear Mr. Powell,

This letter reiterates our recent discussion.

The year over year growth of NASS coupled with our recent award of a \$25 billion US Government IDIQ contract has generated significant visibility in the defense contract industry. We are pleased to inform you that NASS has accepted an offer of acquisition from MAG DS Inc., a highly regarded \$300M+ defense contractor based in Virginia (<https://magaero.com/>). MAG DS is growing at approximately 80% per year and is identified as one of the fastest growing companies in America. MAG DS leadership is comprised primarily of former US military officers, so the culture mirrors that of NASS. This acquisition will supplement MAG's capability by adding the NASS key strengths of engineering and integration expertise. No significant changes are envisioned at the Titusville location. The current NASS management team will remain in place.

I am personally very excited about this development. The merger with MAG DS gives us visibility to many more opportunities and provides us with back office proposal development and other support that only a large company can provide. I believe that the merger will result in significant growth for the Titusville location.

Our lease requires Airport Board approval for a change of control. We request your support in informing the Board and soliciting their support for this change. I plan to attend the Board meeting on 21 June with a representative of MAG DS leadership to provide any additional information the Board may require.

Thank you for your continued support.

Very Respectfully,

Richard J. McCourt
CEO

North American Surveillance Systems Inc.



North American Surveillance Systems, Inc.

7065 Challenger Avenue
Titusville, FL 32780
(321) 607.9022 Phone
(321) 383.6078 Fax

June 13, 2018

Chief Executive Officer
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780

- Re:**
- 1) Titusville-Cocoa Airport Authority Lease Agreement by and between NASS Inc. and Titusville-Cocoa Airport Authority, dated June 15, 2016;
 - 2) Titusville-Cocoa Airport Authority Lease Agreement by and between NASS Inc. and Titusville-Cocoa Airport Authority, dated October 16, 2015;
 - 3) Titusville-Cocoa Airport Authority Lease Agreement by and between NASS Inc. and Titusville-Cocoa Airport Authority, dated October 1, 2016; and
 - 4) Titusville-Cocoa Airport Authority Lease Agreement by and between NASS Inc. and Titusville-Cocoa Airport Authority, dated July 1, 2014, as amended on May 10, 2018

Dear Sir or Madam:

As you may be aware, North American Surveillance Systems, Inc. (the "**Company**") has entered into an agreement pursuant to which the equity interests of the Company will be acquired by MAG DS Corp. (the "**Transaction**").

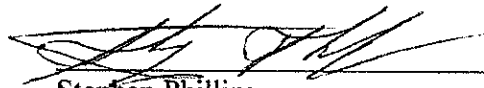
The Transaction will not change the fact that the Company is a party to the leases listed above by and between North American Surveillance Systems, Inc. as Lessee and the Titusville-Cocoa Airport Authority as Lessor (as any may have been amended and together with any other agreement between the Company and Lessor and its and Lessor's respective affiliates, the "**Agreements**"). The Transaction will, however, result in a change of control of the Company under the Agreements' terms. By executing this letter in the space provided below, on behalf of and its affiliates, Lessor consents to the Transaction and waives its rights under the Agreements to the extent such rights might apply to the Transaction. In addition, Lessor acknowledges and agrees that the Transaction will not be deemed a breach of, or default under, any provision of the Agreements and that all notice and consent requirements under any of the Agreements (including with regard to the form and delivery of notice, any timing requirements or otherwise) have been complied with (or are hereby waived), and that the Company will remain a party to the Agreements and that the Agreements will continue in full force and effect, on the same terms and subject to the same conditions, upon and following the occurrence of the Transaction.

We do not anticipate that the Transaction will have any impact on our existing business relationship and we appreciate the opportunity to continue our relationship in the future as we have in the past.

* * * * *

If you agree with the foregoing, please execute this letter in the space provided below and return a copy to me at sphillips@nassusa.net.

Sincerely,



Stephen Phillips
Secretary

Acknowledged and agreed as of the
____ day of June, 2018:

Titusville-Cocoa Airport Authority

By: _____

Name: _____

Title: _____



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: June 21, 2018

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.



TIX → SPACE COAST REGIONAL AIRPORT
CDI → MERRITT ISLAND AIRPORT
XZI → ARTHUR DUNN AIRPARK

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

June 21, 2018

Ms. Allison McCuddy
Florida Department of Transportation
133 So. Semoran Blvd.
Orlando, FL 32807

Dear Ms. McCuddy:

The following invoices were presented to the Board, reviewed and approved at the Regular Board Meeting held June 21, 2018. The invoices are as follows:

Space Coast Regional Airport

Runway End Identifier Lights – FM #438491

Request # 06 – Michael Baker International - \$15,753.46

Runway End Identifier Lights – FM #438491

Request # 07 – Michael Baker International - \$10,347.40

Merritt Island Airport

Port A Port Hangar Replacement – FM #441448

Request # 05 – Michael Baker International - \$29,121.31

RSA Compliance Shoreline Stability – FM #433520

Request # 26 – Michael Baker International - \$5,332.89

RSA Compliance Shoreline Stability – FM #433520

Request # 14 – Sterling Enterprises - \$18,900.00

X

Jerry Sansom
Chairman

Date

X

Milo Zonka
Vice Chairman

Date

X

John Leavitt
Treasurer

Date

X

Harry Carswell
Secretary

Date

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
12740 Gran Bay Parkway West
Suite 2110
Jacksonville, FL 32258
904-380-2500
Billing (803) 231-4014

FEBRUARY 20, 2018

TITUSVILLE-COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS
TITUSVILLE, FL 32780

INVOICE NO. 1005822
BAKER PROJECT NO. 159690
REQUEST NO. 06

RE: RUNWAY END IDENTIFIER LIGHTS REPLACEMENT

FOR FEES BILLED THROUGH OCTOBER 30, 2017 - JANUARY 28, 2018

CONTRACT VALUE		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
<u>BASIC SERVICES</u>			
PHASE 1 - 90% DESIGN			
100% COMPLETE OF	\$4,408.00	\$0.00	\$4,408.00
PHASE 2 - BID SET			
100% COMPLETE OF	\$4,092.00	\$0.00	\$4,092.00
PHASE 3 - BID PHASE SERVICES			
100% COMPLETE OF	\$4,100.00	\$0.00	\$4,100.00
PHASE 4 - CONSTRUCTION PHASE SERVICES			
50% COMPLETE OF	\$14,200.00	\$5,153.46	\$7,052.60
SUB - CONSULTANT - KEITH AND ASSOCIATES			
TOPOGRAPHIC AND UTILITY SURVEY	\$6,000.00	\$2,000.00	\$6,000.00
SUB - CONSULTANT - HILLERS			
SITE ELECTRICAL	\$20,000.00	\$8,600.00	\$17,600.00
SUB - CONSULTANT CAL-TECH			
QA CONSTRUCTION TESTING	\$800.00	\$0.00	\$0.00
TOTAL EARNINGS		\$15,753.46	\$43,252.60
AMOUNT DUE THIS INVOICE			\$15,753.46

Electronic Remittance
MICHAEL BAKER INTERNATIONAL, INC.
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Remittance
PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
5/29/18

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
12740 Gran Bay Parkway West
Suite 2110
Jacksonville, FL 32258
904-380-2500
Billing (803) 231-4014

MAY 11, 2018

TITUSVILLE-COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS
TITUSVILLE, FL 32780

INVOICE NO. 1013518
BAKER PROJECT NO. 159690
REQUEST NO. 07 - FINAL ✓

RE: RUNWAY END IDENTIFIER LIGHTS REPLACEMENT

FOR FEES BILLED THROUGH JANUARY 29, 2018 - APRIL 30, 2018

CONTRACT VALUE		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
<u>BASIC SERVICES</u>			
PHASE 1 - 90% DESIGN			
100% COMPLETE OF	\$4,408.00	\$0.00	\$4,408.00
PHASE 2 - BID SET			
100% COMPLETE OF	\$4,092.00	\$0.00	\$4,092.00
PHASE 3 - BID PHASE SERVICES			
100% COMPLETE OF	\$4,100.00	\$0.00	\$4,100.00
PHASE 4 - CONSTRUCTION PHASE SERVICES			
100% COMPLETE OF	\$14,200.00	\$7,147.40	\$14,200.00
SUB - CONSULTANT - KEITH AND ASSOCIATES			
TOPOGRAPHIC AND UTILITY SURVEY	\$6,000.00	\$0.00	\$6,000.00
SUB - CONSULTANT - HILLERS			
SITE ELECTRICAL	\$20,000.00	\$2,400.00	\$20,000.00
SUB - CONSULTANT CAL-TECH			
QA CONSTRUCTION TESTING	\$800.00	\$800.00	\$800.00
TOTAL EARNINGS		\$10,347.40 ✓	\$53,600.00
AMOUNT DUE THIS INVOICE			\$10,347.40

Electronic Remittance

MICHAEL BAKER INTERNATIONAL, INC.
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Remittance

PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
5/16/18

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
12740 Gran Bay Parkway West
Suite 2110
Jacksonville, FL 32258
904-380-2500
Billing (803) 231-4014

FEBRUARY 20, 2018

TITUSVILLE-COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS
TITUSVILLE, FL 32780

INVOICE NO. 1005820
BAKER PROJECT NO. 161439
REQUEST NO. 05

RE: PORT-A-PORT HANGAR REPLACEMENT

FOR FEES BILLED THROUGH DECEMBER 01, 2017 THROUGH JANUARY 31, 2018

CONTRACT VALUE		<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
<u>BASIC SERVICES</u>			
PHASE 1 - 60% DESIGN			
100% COMPLETE OF	\$82,066.00	\$24,986.31	\$82,066.00
PHASE 2 - BID SET			
0% COMPLETE OF	\$26,798.00	\$0.00	\$0.00
PHASE 3 - BIDDING PHASE			
0% COMPLETE OF	\$4,736.00	\$0.00	\$0.00
PHASE 4 - SPECIAL SERVICES			
0% COMPLETE OF	\$7,000.00	\$0.00	\$0.00
SUB - CONSULTANT - KEITH AND ASSOCIATES			
TOPOGRAPHIC AND UTILITY SURVEY	\$5,500.00	\$0.00	\$5,500.00
SUB - CONSULTANT CAL-TECH			
GEOTECHNICAL INVESTIGATION	\$5,000.00	\$4,135.00	\$4,135.00
TOTAL EARNINGS		\$29,121.31	\$91,701.00
AMOUNT DUE THIS INVOICE			\$29,121.31

Electronic Remittance
MICHAEL BAKER INTERNATIONAL, INC.
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Remittance
PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
5/20/18

Michael Baker INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.

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

JUNE 06, 2018

MR. MICHAEL D. POWELL, C.M., ACE
CEO
TITUSVILLE - COCOA AIRPORT AUTHORITY
355 GOLDEN KNIGHTS BOULEVARD
TITUSVILLE, FL 32780
Email: acampbell@flairport.com

REQUEST NO. 26
PROJECT NO. 146363
FM #433520-1

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

INVOICE NO. 1015483

FOR FEES BILLED MARCH 1, 2018 THROUGH JUNE 3, 2018

CV	\$748,230.00				<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
CONSTRUCTION MANAGEMENT						
93.43% COMPLETE OF	\$190,977.00				\$445.28	\$178,430.69
RPR INSPECTION-MERRITT ISLAND AIRPORT INSPECTOR NTE	\$198,375.00	<u>RATE</u> \$115.00	<u>HRS.</u> 0.00	\$0.00	<u>HRS.</u> 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 INSPECTOR NTE	\$75,000.00	<u>RATE</u> \$100.00	<u>HRS.</u> 24.00	\$2,400.00	<u>HRS.</u> 496.00	\$63,700.00
RPR EXPENSES		<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>	
MEALS (WEEK)	\$2,700.00	\$150.00	3.00	\$450.00	15.40	\$2,760.00
VEHICLE (WEEK)	\$3,240.00	\$180.00	1.00	\$180.00	13.40	\$2,952.00
LODGING (WEEK)	\$4,500.00	\$250.00	3.00	\$750.00	146.00	\$4,600.00
	\$10,440.00			\$1,380.00		\$10,312.00
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						
79.94% COMPLETE OF	\$139,155.00			\$1,107.61		\$111,244.46
ENG INVESTIGATION-GEOTECH						
100.00% COMPLETE OF	\$10,909.00			\$0.00		\$10,909.00
				\$1,107.61		\$222,907.46
TOTAL EARNINGS				\$5,332.89		\$696,289.15
AMOUNT DUE THIS INVOICE						\$5,332.89

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
6/6/18

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

PROJECT: Environmental Mitigation
Property Improvements

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

FROM CONTRACTOR:

Sterling Enterprises, L.L.C.
PO Box 714
Lake Helen FL 32744

VIA ENGINEER:

Michael Baker International, Inc.
5200 Belfort Rd., Suite 110
Jacksonville, FL 32256

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 350,963.92
2. Net change by Change Orders \$236,917.55
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 587,881.47
4. TOTAL COMPLETED & STORED TO \$ 494,906.97
- DATE (Column G on G703)
5. RETAINAGE:
- a. 0% of Completed Work \$
- (Cell U275 on G703)

6. TOTAL EARNED LESS RETAINAGE \$ 494,906.97
- (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 501,856.47
8. CURRENT PAYMENT DUE \$ 18,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 67,125.00
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	(\$5,812.45)
Total approved this Month	\$242,730.00	\$0.00
TOTALS	\$242,730.00	(\$5,812.45)
NET CHANGES by Change Order	\$236,917.55	

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

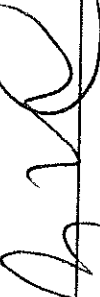
APPLICATION NO: 14
APPLICATION DATE: 05/31/18
PERIOD TO: 05/31/18
PROJECT NOS: 137445
OWNER NO: 135986
ARCHITECT NO:
CONTRACTOR NO:
CONTRACT DATE: 04/15/15

Distribution to:

OWNER
X ENGINEER
CONTRACTOR

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

CONTRACTOR: Sterling Enterprises, L.L.C.

By:  Date: 6-4-18

State of: FLORIDA County of: Volusia

Subscribed and sworn to before me this day of , 2018

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 18,900.00

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

By: AARON MCDANIEL, P.E. Date: 6/6/2018

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-5792

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

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

CONTINUATION SHEET
 AIA Document G783, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated in the nearest dollar.
 Use Column 1 on Contracts where variable percentage for time items may apply

APPLICATION : 14
 APPLICATION DATE: 05/27/16
 PERIOD: 05/01/16 - 05/31/16
 OWNER PROJECT NO.: Base Project No 137445
 CONTRACTOR PROJECT NO.:

CONTRACTOR PROJECT NO:																	
Item No.	Bid Ref No.	Description of Work	Total Units Qty	U O M	Unit Cost	Scheduled Value	Previous				Work Completed This Period				Balance To Finish		Retainage
							Units	Amount	Units	Amount	%	Units	Amount	Units	Amount		
Class B-B																	
01000		Mobilization	1.00	LS	24,450.00	24,450.00	1.000		24,450.00					1.000	24,450.00		0.00
02000		Construction Island & Tropic Ae Buft	1.00	LS	15,000.00	15,000.00	1.000		15,000.00					1.000	15,000.00		0.00
D-701		Two 30' CWP Culverts & Flap Gates	1.00	LS	159,128.00	159,128.00	1.000		159,128.00					1.000	159,128.00		0.00
P-156		Erosion & Turbidity Control	1.00	LS	13,900.00	13,900.00	0.950		6,950.00					0.000	13,900.00		0.00
T-112		Initial Erosion Plant Control	1.00	LS	49,000.00	49,000.00	1.000		49,000.00					1.000	49,000.00		0.00
02930		Directly Specific (2' Cell)	868.00	EA	11.40	9,872.40	868.000		9,872.40					868.000	9,872.40		0.00
02930		Tree Plantings (Mangrove+Saltwater)	723.00	EA	30.24	21,863.52	723.000		21,863.52					723.000	21,863.52		0.00
02950		Maintenance/Erosion Species Control - Yr 1	4.00	EVENT	3,600.00	15,200.00	4.000		15,200.00					4.000	15,200.00		0.00
02950		Maintenance/Erosion Species Control - Yr 2	4.00	EVENT	3,600.00	15,200.00	3.000		11,400.00					4.000	15,200.00		0.00
02960		Project Specific Aerial Photographs	6.00	EA	1,225.00	7,350.00	2.000		3,675.00					6.000	7,350.00		0.00
02960		Allowance (Airport Use Vessel)	1.00	LS	20,000.00	20,000.00			20,000.00					1.000	20,000.00		0.00
SUB-TOTAL (Base Bid) =						Original Value \$ 350,943.92		\$ -					\$ 343,488.92		\$ 7,475.00	\$ -	
Change Orders																	
CO1-1		Allowance (Airport Use Vessel)	1.00	LS	-20,000.00	-20,000.00	1.000		-20,000.00						-20,000.00		0.00
CO1-2		Mobilization	13.00	WK	1,091.35	14,187.55	13.000		14,187.55						14,187.55		0.00
CO2-1		Reclamation	1.00	LS	34,500.00	34,500.00	1.000		34,500.00						34,500.00		0.00
CO2-2		Coast Landfill & Tropic, Aerial Survey	1.00	LS	5,600.00	5,600.00	1.000		5,600.00						5,600.00		0.00
CO2-3		Floating Turbidity Barrier	1.00	LS	5,500.00	5,500.00	1.000		5,500.00						5,500.00		0.00
CO2-4		Unclassified Excavation	880.00	CY	88.00	75,840.00	880.000		75,840.00						75,840.00		0.00
CO2-5		Clear and Grub	1.00	AC	13,880.00	13,880.00	1.000		13,880.00						13,880.00		0.00
CO2-6		Topsoiling	3,000.00	SY	1.89	5,670.00	3,000.000		5,670.00						5,670.00		0.00
CO2-7		Soilgring	3,000.00	SY	7.65	22,950.00	3,000.000		22,950.00						22,950.00		0.00
CO2-8		Maint Erosion Spec Control Yr-3	2.00	EA	4,250.00	8,500.00	2.000		8,500.00						8,500.00		0.00
CO2-9		Maint Erosion Spec Control Yr-4	2.00	EA	4,250.00	8,500.00	2.000		8,500.00						8,500.00		0.00
CO2-10		Maint Erosion Spec Control Yr-5	2.00	EA	4,250.00	8,500.00	2.000		8,500.00						8,500.00		0.00
CO2-11		Project Specific Aerial Photos	4.00	EA	1,225.00	4,900.00	4.000		4,900.00						4,900.00		0.00
CO2-12		Project Specific Aerial Photos	9.00	EA	1,650.00	14,850.00	9.000		14,850.00						14,850.00		0.00
CO2-13		Repair of embankment at mitigation island	1.00	LS	30,500.00	30,500.00	1.000		30,500.00						30,500.00		0.00
CO2-14		3 for White Mangrove	200.00	EA	53.00	10,600.00	200.000		10,600.00						10,600.00		0.00
SUB-TOTAL (Change Orders) =						Current Value \$ 687,681.47		\$ 494,906.47					\$ 520,765.47		\$ 67,125.00	\$ -	
TOTALS =																	



Project Reports

May 2018

<i>Airport</i>	TIX
<i>Year</i>	2018
<i>Project Name</i>	Runway End Identifier Lights
<i>Project Description</i>	Replace 4 REIL Systems for RW 9-27 and 18-36.
<i>Start Date</i>	January 10, 2018
<i>Completion Date</i>	Mar-18
<i>Project Cost</i>	\$301,767.00
<i>Current Status</i>	The project is 100% complete and now in final closeout. Final documents submission and acceptance expected by 7/1/18.
<hr/>	
<i>Airport</i>	COI
<i>Year</i>	2018
<i>Project Name</i>	Runway 11-29 Settlement Rehabilitation - "Dip"
<i>Project Description</i>	Design and Construction of the area subsiding near the RW 29 aiming point.
<i>Start Date</i>	2018
<i>Completion Date</i>	
<i>Project Cost</i>	\$779,200.00
<i>Current Status</i>	Future Project
<hr/>	
<i>Airport</i>	COI
<i>Year</i>	2017
<i>Project Name</i>	Eight (8) Box Hangars
<i>Project Description</i>	Design and construct 8 Box Hangars to Replace Port-A-Ports.
<i>Start Date</i>	2018
<i>Completion Date</i>	
<i>Project Cost</i>	\$131,100.00
<i>Current Status</i>	The design is 100% complete and bids are due on 5/10/18. Award Recommendation and Construction Proposal will be submitted on 5/14/18. Construction NTP is expected on 7/2/18 with 275 days of construction; substantial completion expected on 3/20/19.



Project Reports

May 2018

<i>Airport</i>	COI
<i>Year</i>	2014
<i>Project Name</i>	Runway 11-29 Safety Area Improvements
<i>Project Description</i>	Extend the RSA and Stabilize the Eroding Shoreline.
<i>Start Date</i>	May 1, 2015
<i>Completion Date</i>	
<i>Project Cost</i>	\$3,576,426.00
<i>Current Status</i>	Project complete. Mitigation maintenance continues.

<i>Airport</i>	COI
<i>Year</i>	2018 / 2019
<i>Project Name</i>	Design and Construction of South Apron
<i>Project Description</i>	
<i>Start Date</i>	
<i>Completion Date</i>	
<i>Project Cost</i>	
<i>Current Status</i>	Future Project

<i>Airport</i>	X21
<i>Year</i>	2019
<i>Project Name</i>	Grass Strip Stabilization
<i>Project Description</i>	
<i>Start Date</i>	Estimated 2019
<i>Completion Date</i>	
<i>Project Cost</i>	
<i>Current Status</i>	Future Project



Project Reports

May 2018

<i>Airport</i>	X21
<i>Year</i>	2020
<i>Project Name</i>	Rehabilitation of Signage and Electrical Vault
<i>Project Description</i>	
<i>Start Date</i>	Estimated 2020
<i>Completion Date</i>	
<i>Project Cost</i>	
<i>Current Status</i>	Future Project

<i>Airport</i>	COI
<i>Year</i>	2023
<i>Project Name</i>	Runway 11-29 Rehabilitation
<i>Project Description</i>	
<i>Start Date</i>	Estimated 2023
<i>Completion Date</i>	
<i>Project Cost</i>	\$1,956,000.00
<i>Current Status</i>	Future Project