



Mr. Jerry Sansom, Chairman
Mr. John Craig, Vice Chairman
Mr. Harry Carswell, Treasurer
Mr. Al Elebash, Secretary
Mr. Roger Molitor
Mr. Donn Mount
Mr. Al Voss

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

AGENDA
REGULAR MEETING
DECEMBER 17, 2020 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:
 - a. Mr. Brain Baluta, Director Communications & Partner Relations, Economic Development Commission of Florida's Space Coast
 - Partnering on Area Branding (Exploration Park West)
 - b. Mustang Pointe Aerodrome - Possible Development at Our Airports
- 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 19, 2020 - Regular Meeting
 - b. 2021 Board Meeting Schedule
- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
 - a. Discussion and Consideration of an Extension for the Exclusive Leasing Agreement with Lightle Beckner, Robinson, Inc

**NEXT REGULARLY SCHEDULED AUTHORITY MEETING IS TENTATIVELY SCHEDULED FOR
JANUARY 21, 2021 AT 8:30 A.M.**

ADDITIONAL INFORMATION ON AGENDA ITEMS CAN BE OBTAINED BY CONTACTING 321.267.8780

- b. Discussion and Consideration of the Evaluations and Performance of the Chief Executive Officer and Employment Agreement
- c. Discussion by Mr. Aaron McDaniel of Recent Invoiced Costs by Michael Baker International and Contractors Regarding Current Projects

XI. INFORMATION SECTION:

a. Chief Executive Officer Report

- Working with the County EDC and NBEDZ Regarding Project Harvest and Multiple Groups Expressing an Interest in Possibly Locating to TIX
- Continuing to work with TIX Ventures and EFSC to Develop a Facility at TIX
- Working with TIX Ventures and Jetezzy to Develop a Facility at TIX
- Speaking with PAA about Possible Expansion at TIX
- Working with the FAA on Future Projects
- Working with the FDOT on Future Projects
- Continuing to Work with Project Chariot, County EDC, NBEDZ and Space Florida on Potential Development at TIX
- Working with Kimley-Horn and Space Florida to Update EAs for Cecil Field, the SLF, and TIX to Allow Project Chariot Launches
- Working with County Staff and Consultant on Releasing a Permit for a Project at COI. Met with County Staff on a phased approach to the permit to help expedite getting the project going
- Meeting with the County EDC, the City of Titusville, NBEDZ on Partnering to Best Showcase the Area
- Communicating with the Owner of Flight School Interested in Possibly Locating/Expanding to TIX
- Teams Meeting and Site Visit with the County EDC, Space Florida, the Air Force, and Others Regarding the US Space Command HQ
- Zoom Meeting with Dr. Platt, of FIT, and a Company Exploring Options for Development at TIX
- Meeting with Mr. Marsh Heard and Mr. Bill Allen Discussing Support Operations Development for the Emerging Commercial Space Sector
- Nominated by EDC of Florida's Space Coast to Have Our Property Showcased through Tourit Media and FPL

Action Items:

- Provide Prioritized List of Repairs for "T-Hangar Maintenance" Budget Line Item
 - Working... Will Finalize and Provide After Inspections in January

Discussion Items:

- Updating Policies & Procedures, Minimum Standards, Rules & Regulations, etc. - Working with Mr. Bird

b. Attorney Report

- Update on COI Permit Application
- Abandoned Property Public Auction

c. Check Register & Budget to Actual

d. Project Reports

- X. AUTHORITY MEMBERS REPORT
- XI. PUBLIC AND TENANTS REPORT
- XII. ADJOURNMENT

Respectfully submitted,

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

Mr. Jerry Sansom
Chairman

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on November 19, 2020 at 8:30 a.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. Jerry Sansom, Chairman; Mr. John Craig, Vice Chairman; Mr. Al Elebash, Secretary; Mr. Harry Carswell, Treasurer; Mr. Roger Molitor; Mr. Donn Mount; Mr. Al Voss; Mr. Michael D. Powell, C.M., ACE, CEO; Mr. Adam Bird, Attorney.

Call to Order

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

Approval of the Agenda

Mr. Sansom requested that Item A and Item B under New Business, be switched around, citing that he had to leave early and wanted to make sure he was present for Item B. Mr. Molitor made a motion to approve the Agenda as amended. Mr. Craig seconded. Mr. Sansom called the question. All voted aye. Motion passed.

Appearances – None**Presentations****Item A – Mr. Kevin Panik**

Mr. Panik gave a brief presentation regarding how the Airport Authority would move forward now that the Spaceport License had been finalized. Discussion continued.

Item B – Mr. Brian Lightle from Lightle, Beckner and Robison

Mr. Lightle discussed their agreement with the Airport Authority, briefly going over the history of that agreement and what steps they had taken to market Authority owned property. Mr. Lightle also briefly went over their accomplishments throughout North Brevard County. Mr. Lightle stated that at the request of the Board and Mr. Powell he was in attendance to share his thoughts on why Lightle, Beckner and Robison (LBR) should continue to work with the Airport Authority. Mr. Lightle went over the reasons he thought the agreement should continue. Mr. Lightle turned the podium over to his partner, Mr. Rob Beckner to discuss what they had done specifically for the Airport Authority and why some of the prospective tenants had fallen through. Discussion continued.

Mr. Sansom asked if the Board wanted Staff to bring back a renewed agreement at the next Board meeting for approval. Discussion continued.

Mr. Craig stated that he thought something would have to change, to include LBR coming to the Board with reports and Staff being more proactive. Mr. Craig stated that he felt The Airport Authority had to look at continuing the agreement with LBR. Mr. Molitor stated that he felt LBR needed to do more to push Airport Authority property, stating that they had told the Board about all the deals they had made, but none were for the Airport Authority. Discussion continued.

Mr. Sansom re-asked if the Board was good on having Staff bring back an existing agreement for a renewal option. The Board concurred, and Mr. Sansom directed Mr. Powell to do so. Discussion continued.

Consent Agenda

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

1. October 15, 2020 – Regular Meeting

Mr. Sansom called for a motion to approve the Consent Agenda. Mr. Elebash made the motion. Mr. Voss seconded. Mr. Sansom called the question. There were no objections. Motion passed.

Old Business – None

New Business

Item A – Discussion and Selection of Airport Authority Board of Directors Officer Positions

Mr. Sansom opened the floor to nominations for the Board of Director Officer Positions. Mr. Carswell nominated Mr. Sansom for Chairman. Mr. Elebash seconded the nomination. Mr. Molitor nominated Mr. Craig for Chairman. Mr. Voss seconded the nomination. Mr. Sansom and Mr. Craig each gave a brief history of their experience and service. Discussion continued.

Mr. Sansom called for a vote on the Chairman position. Mr. Elebash, Mr. Carswell, Mr. Sansom and Mr. Mount voted for Mr. Sansom. Mr. Molitor, Mr. Craig and Mr. Voss voted for Mr. Craig. The vote went to Mr. Sansom for Chairman.

Mr. Sansom opened nominations for Vice Chair. Mr. Molitor nominated Mr. Craig. Mr. Elebash seconded the nomination. Mr. Sansom asked if there were any other nominations and called for a motion. Mr. Elebash made the motion. Mr. Carswell seconded. Mr. Sansom called the question. All voted eye. Motion passed. Mr. Craig was chosen as Vice Chair.

Mr. Sansom opened the nominations for Secretary. Mr. Sansom asked Mr. Elebash if he wanted to stay on the job. Mr. Elebash stated that he would. Mr. Craig nominated Mr. Elebash. Mr. Molitor seconded. Mr. Sansom called for a motion to

cease nominations. Mr. Craig made the motion. Mr. Voss seconded. Mr. Sansom called the question. All voted aye. Mr. Elebash was chosen as Secretary.

Mr. Sansom opened the nominations for Treasurer. Mr. Sansom asked Mr. Carswell if he wanted to stay on the job. Mr. Carswell stated that he would. Mr. Elebash nominated Mr. Carswell. Mr. Molitor seconded. Mr. Sansom called for a vote. All voted aye. Mr. Carswell was chosen as Treasurer.

Item B – Discussion and Consideration of a Name Change for Arthur Dunn Airpark

Mr. Powell gave an overview of the item, stating that Staff had received a letter from Mr. John McNally in July of 2019, requesting that the name of Arthur Dunn Airpark be changed based on incident that occurred April 10, 1966. Mr. Powell stated that Staff did research to get information about the incident and reached out to both sides of the Dunn family. Mr. Powell stated that there were opposing opinions on the account, and the Dunn family felt that the name should not be changed because of Mr. Arthur Dunn's accomplishments for Titusville and the airport. Mr. Powell stated that there were representatives from both sides of the family in attendance.

Mr. Craig asked Mr. Powell what his recommendation was. Mr. Powell stated that he definitely agreed that something happened that was horrific, and if the Board felt a name change was warranted, Staff would recommend to remove the name Arthur and leave it as Dunn Airpark. Mr. Powell stated that Mr. Taylor Dunn, the son of Arthur Dunn, did a lot for the airport and the entire Dunn family had done a lot for the area. Discussion continued.

Mr. Voss asked if it would be expensive to change the name. Mr. Powell stated that the cost would be minimal. Mr. Powell stated that he didn't know what the cost would be to businesses like Skydive Space Center. Discussion continued.

Mr. Sansom polled the Board on what they felt. Mr. Carswell stated that he was in favor of keeping the name as Arthur Dunn Airpark. Mr. Elebash stated that he concurred with Mr. Carswell. Mr. Molitor stated that he also concurred and was leaning towards not changing the name. Mr. Voss stated that he was in favor of keeping the name the same, but felt removing the name Arthur would not be a significant change. Mr. Mount stated that he felt the name should stay the same. Mr. Craig stated that he concurred with the rest of the Board and saw no reason to change the name 53 years later. Mr. Sansom stated that he would go either way.

Mr. Sansom turned the floor over to Mr. John McNally who was in attendance via video conference. Mr. Powell stated that Mr. McNally was the grandson of Hazel Dunn, who was the wife of Arthur Dunn. Mr. McNally stated that he had brought the issue up, because he felt it was an issue of integrity, morality and justice, at the incident had somehow been covered up and lost to history. Mr. McNally also stated that he felt both the name Arthur and Dunn should be removed from the facility, because when people thought of the name Dunn, they thought of Arthur Dunn and

it turned out that he was a murderer. Mr. McNally felt that continuing to use his name on the facility did not project well upon Titusville and the Board of the Airport Authority. Mr. McNally asked if the Board was familiar with the incident as it was reported in 1966. Mr. Sansom stated that the Board had received all of the information from Mr. Powell. Discussion continued.

Mr. Sansom turned the floor over to Mr. Steve Dunn, who was in attendance via video conference. Mr. Dunn stated that he was the grandson of Arthur Dunn. Mr. Dunn stated that he agreed the event was tragic on both sides. Mr. Dunn gave a history of Mr. Arthur Dunn's accomplishments and also stated that he read three different accounts of the story and that nobody was still alive from the Sheriff's Department that investigated the incident and had first-hand knowledge. Mr. Dunn stated that his father, Taylor Dunn, was the one who discovered the bodies of Arthur and Hazel Dunn. Mr. Dunn stated that he felt it wasn't just a one-sided event, but there was no way to prove that. Mr. Dunn stated that he appreciated the Board's consideration.

Mr. Powell stated that Ms. Donna Rice was in attendance via video conference and wanted to speak. Ms. Rice stated that she was the granddaughter of Hazel Dunn and she agreed with Mr. McNally about the atrocity that had happened. Ms. Rice stated that she found it unconscionable that the Board would name the airport after Mr. Arthur Dunn who shot to death her grandmother and then shot himself. Discussion continued.

Mr. Sansom asked the Board if they wanted to take action on the issue, feeling that it wasn't necessary. Mr. Carswell made a motion to leave the name as-is and not change anything. Mr. Elebash seconded. Mr. Craig stated he felt that the Board shouldn't lock themselves into that motion because it could put them in a precarious situation in the future if there ever was a time they wanted to change the name. Discussion continued.

Mr. Sansom called the question. Mr. Carswell, Mr. Elebash and Mr. Voss voted aye. Mr. Craig, Mr. Mount, Mr. Molitor and Mr. Sansom voted nay. Motion failed.

Mr. Sansom exited the meeting at 9:48 a.m. Mr. Craig took over to Chair the meeting.

Item C – Discussion by Mr. Rob Hambrecht of Recent Invoiced Costs by AVCON and Contractors Regarding Current Projects

Mr. Powell turned the floor over to Mr. Hambrecht.

Mr. Hambrecht presented Pay Request Number 4 in the amount of \$9,288.41 from Trinity Electrical Services, Inc., which were for the PAPIs Replacement Project at Merritt Island Airport.

Mr. Voss made a motion to approve the invoices. Mr. Molitor seconded. Mr. Craig called the question. All voted aye. Motion passed.

Item D – Discussion and Consideration of a Ground Lease at Space Coast Regional Airport

Mr. Powell gave an overview of the item, stating that TIX Ventures was seeking an option for a lease agreement at the Board meeting in October, but it was contingent on approving the ground lease. Mr. Powell explained that the ground lease with the option was being brought to the Board today for approval.

Mr. Elebash made a motion to approve the ground lease. Mr. Carswell seconded. Discussion continued.

Mr. Craig called the question. All voted aye. Motion passed.

Information Section**CEO Report**

Mr. Powell reported that Staff was constantly working with several entities to bring significant development to the Space Coast Regional Airport. Mr. Powell stated that a group had recently reached out wanting to work with the Airport Authority on a grant opportunity. Mr. Powell stated that there was a lot of interest in the area and Staff was excited for all of the opportunities. Discussion continued.

Mr. Powell stated that the Board had asked for t-hangar building maintenance report, which was in the works. Mr. Powell explained that Staff was in the process of starting t-hangar inspections after the first of the year, and once that was finished the report would be better populated. Discussion continued.

Mr. Powell stated that Staff had given the Board draft copies of updated Policies and Procedures and asked how the Board would like to proceed. Discussion continued.

Mr. Craig stated he felt that Staff and the Board should prioritize the policies that put the Airport Authority in legal jeopardy. Discussion continued.

Mr. Powell concluded his report.

Attorney Report

Mr. Bird reported that he had been working on the policies and making sure that they were legally up to snuff, stating that there weren't very many legal issues that really need to be updated, but there were a few. Mr. Bird stated that Staff had received some documentation from the county that Valkaria Airport had put in place for their policies, which helped with the process. Mr. Bird stated that he didn't see a need for a complete re-write, but he and Staff would continue to work on it to tighten it up.

Mr. Bird stated that the Board should have received a copy of the Manor Drive update, which included the discussion with Mr. Bill Farris from the FAA. Mr. Bird stated that he and Staff had come to the conclusion that there wasn't a whole lot else that they could do, but were remaining open to the owner of the property to try and see if it was something in the future that would be a benefit to both Merritt Island Airport and the users. Mr. Bird stated that the owner of the property would need to take the reins and give the Airport Authority what they asked for.

Mr. Bird reported that the update on the Brevard County permitting issue regarding Merritt Island Airport was continuing to move forward and Staff was working to resolve the comments that the County had on the application. Mr. Bird stated that there were still a couple of sticking points that were being worked through, and that he had spoken with Mr. Grainger, who remained cooperative and ready to assist. Mr. Bird stated that time constraints had been expressed to the County, and there was some positive movement, but there were still issues to be worked through.

Mr. Craig asked Mr. Bird to let the Board know when they needed to step in to interact with the County at any point.

Mr. Bird concluded his report.

Check Register & Budget to Actual - Provided

Administration & Project Reports

Mr. Powell gave a brief overview of the current report, stating that there were a few changes. Discussion continued.

Authority Members Report

Public & Tenants Report

Mr. Don White from the EAA at Merritt Island stated that the Young Eagles event went well, that no COVID cases had occurred and there were 11 pilots and 108 kids. Mr. White also stated that the Toys for Tots event would be on December 12th, but they would be serving donuts and pastries rather than having a pancake breakfast. Mr. White stated that the need for toys this year was greater than ever.

Mr. Craig discussed Mr. Powell's upcoming review in December. Discussion continued.

Adjournment

Mr. Craig adjourned the meeting at 10:24 a.m.

JERRY SANSOM, CHAIRMAN

AL ELEBASH, SECRETARY



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@fairport.com

2021 BOARD MEETING SCHEDULE

January 21, 2021 – Regular Meeting
February 18, 2021 – Regular Meeting
March 18, 2021 – Regular Meeting
April 15, 2021 – Regular Meeting
May 20, 2021 – Regular Meeting
June 17, 2021 – Regular Meeting
July 15, 2021 – Regular Meeting
August 19, 2021 – Regular Meeting – 4:00 PM
August 19, 2021 – First Budget Hearing – 5:01 PM
September 16, 2021 – Regular Meeting – 4:00 PM
September 16, 2021 – Second Budget Hearing – 5:01 PM
October 21, 2021 – Regular Meeting
November 18, 2021 – Regular Meeting
December 16, 2021 – 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 17, 2020

ITEM DESCRIPTION - NEW BUSINESS ITEM A

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

BACKGROUND

The Board asked for the Exclusive Listing Agreement to be brought back to the Board for discussion. Lightle, Beckner, Robinson (LBR) very kindly worked with staff on the Exclusive Listing Agreement 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.

At the last meeting the Board agreed to see an extension document. The extension letter is attached, which extends the Agreement from June 2020 until June 2021.

ISSUES

None identified at this time.

ALTERNATIVES

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

FISCAL IMPACT

Yet to be determined, but the agreed upon terms were 4% commission 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 extension with Lightle, Beckner, Robinson, Inc. for commercial real estate brokerage moving forward, and (2) authorize an Authority Officer or the CEO to execute the necessary documentation upon satisfactory review by legal counsel.



LIGHTLE BECKNER ROBISON
· I N C O R P O R A T E D ·
COMMERCIAL REAL ESTATE SERVICES

November 30, 2020

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

**RE: Extension of Exclusive Leasing Agreement
Property Described in Exhibit A in Exclusive Leasing Agreement**

Dear Michael,

This letter hereby extends that certain and attached Exclusive Leasing Agreement between Lightle Beckner Robison, Inc. (Agent) and Titusville-Cocoa Airport Authority (Owner) for the above referenced property.

By signing this letter below, this agreement is hereby extended from the last day in June 2019 through the last day in June 2021.

We have enjoyed working with you and look forward to completing the successful leasing of your property. Please sign this letter and return it at your earliest convenience.

Best regards,

LIGHTLE BECKNER ROBISON, INC.
Commercial Real Estate Services

Brian Lightle, CCIM, SIOR

Michael D. Powell

mpowell@flairport.com



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 JULY 1, 2018 until and including the last day in JUNE, 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.

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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

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

DATED: 6/21/18

"OWNER"

LIGHTLE BECKNER ROBISON, INC.

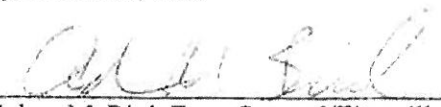
By: 
Print Name: BRIAN L. LIGHTLE, PRESIDENT

DATED: 6/30/18

"AGENT"

Approved as to Form and Legality this 21
Day of June, 2018

GrayRobinson, P.A.

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



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

MEMORANDUM

TO: Members of the Airport Authority

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

DATE: December 17, 2020

ITEM DESCRIPTION - NEW BUSINESS ITEM B

Discussion and Consideration of the Evaluations and Performance of the Chief Executive Officer and Employment Agreement

BACKGROUND

Over the past 14 years that I have had the honor and privilege to serve the Board, our valued tenants, the traveling public, and the surrounding communities. We have made tremendous strides in a continuing tireless effort to improve our facilities for everyone's use and creating an airport system everyone can be proud of having in their community.

Please find attached a quick snapshot of what we have accomplished in just the last 11 years between our three airports. We have been very fortunate to have secured over 52 million in projects, while spending only 3.7 million of our local match dollars in improving our facilities. We have also increased our revenue almost \$800,000 with help from the addition of two rows of box hangars at COI, a nested set of t-hangars at TIX, and a large corporate hangar at TIX.

In just this past year, we have completed an airfield lighting project at TIX at \$2.58 million along with airfield signage at \$299,350. Although delayed somewhat, we are well underway on a south apron and runway rehab at COI at \$2.8 million. We have completed replacing the PAPIs at X21 along with new airfield markings at \$371,620, replaced PAPIs at COI for \$291,620, as well as replaced the equipment in the Air Traffic Control Tower at TIX at \$145,148. There is still much to do, but one of the attachments shows key projects planned for the next four years as well.

The years of improvements and strengthening partnerships have led to an improved image and an ever increasing interest in our facilities. I spend a significant amount of time sharing information and meeting with prospective tenants.

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 and new employment agreement has been provided for the Board's consideration and use.

FISCAL IMPACT

No additional fiscal impact to the Airport Authority identified at this time.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) Evaluate the performance of the Chief Executive Officer, review and approve the new employment agreement, 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 17, 2020

Date Last Review: December 19, 2019

Date Next Review: December 16, 2021

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, 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 now include oversight and utilizing our Space Port License we received in May of this year. The accomplishment of receiving our license already has two very impressive possible large-scale developments evaluating sites on our property at TIX.

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, ongoing, or exceeded the goal.

Goal 1. Apply and compete for highly sought after grant funds – Exceeded

- ✓ Aggressively sought and received grants this year for a complete airfield lighting project at TIX at \$2.58 million along with airfield signage at \$299,350. Although delayed somewhat, we are well underway on a south apron and runway rehab at COI at \$2.8 million. We have also completed replacing the PAPIs at X21 along with new airfield markings at \$371,620, replacing PAPIs at COI for \$291,620, and replaced the equipment in the Air Traffic Control Tower at TIX at \$145,148. The list of projects and accomplishments continues to grow.

Goal 2. Attract New Businesses

- ✓ In coordinating with EDC of Florida’s Space, Space Florida, NBEDZ, etc. - Continuously speaking with interested parties about expanding and/or relocating to one of our airports. The latest being EFSC, Project Chariot, Project Harvest - **Ongoing**

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

- ✓ Achieved FAA Approval for our Spaceport License – Creating opportunities like US Space Command HQ, Project Chariot

Goal 4. Continue to improve relationships and seek out potential partnerships with local public and private entities – K.B. Homes, etc. - Achieved - Ongoing

Goal 5.

Goal 6.

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 six years and none is requested.

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 17th day of December, 2020, 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 17, 2020 through December 15, 2022. 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 fourteen years as the Chief Executive Officer.

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 15th 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 17th day of December, 2020.
- 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:

Adam Bird, Esquire
Legal Counsel

EXHIBIT "A"
CHIEF EXECUTIVE OFFICER

OBJECTIVE

To direct the operation of all airports and projects under the jurisdiction of the Authority and plans facilities and services to meet community aviation needs.

POLICY

General

The Chief Executive Officer reports to the Authority Board. The Chief Executive Officer is responsible for the implementation of Board policies and directs the operation, management, and promotion of all activities, which the Authority is charged under the provisions of its enabling legislation.

The Chief Executive Officer:

- Is the chief executive officer and head of the administration of the Authority, and recommends specific goals and objectives to the Board.
- The Chief Executive Officer shall be responsible to the Authority for the proper administration of all affairs of the Authority, and to that end, subject to provisions of Chapter 2003-361, Laws of Florida, 2003, shall have power and shall be required to:
 - (1) Appoint when authorized by the Authority, and, if necessary for the good of the Authority, remove any employee of the Authority, other than the Authority's Attorney and Engineer.
 - (2) Fix the salary of employees of the Authority, within the budget of the Authority.
 - (3) Endorse all contracts, bonds and other instruments in writing in which the Authority is interested.
 - (4) Prepare the annual budget for the Authority and submit it to the Authority, and be responsible for its administration after adoption.
 - (5) Prepare and submit to the Authority, as of the end of the fiscal year, a complete report on the finances and administrative activities of the Authority for the preceding year.

- (6) Keep the Authority advised of the financial condition and future needs of the Authority, and make recommendations as necessary.
 - (7) Shall be the purchasing agent for the Authority and shall make purchases of supplies, subject to the rules and regulations to be prescribed by the Authority and shall approve all invoices for payment.
 - (8) Perform such other duties as may be necessary in the proper administration, excluding policy decisions, of the facilities operated by the Authority, not inconsistent with the By-laws or with 2003-361, Laws of Florida, 2003.
- Collects and evaluates data pertaining to:
 - (1) population trends and movement of population centers,
 - (2) general aviation needs,
 - (3) other transportation media,
 - (4) all applicable regulations and laws,
 - (5) technological advances.
 - (6) community needs,
 - (7) needs and plans of other agencies and authorities.
 - Develops alternate plans for airport expansion, improvement, and additions.
 - Directs the operation of airports through staff.

**Expenditure of
Funds for
Professional
Services**

In addition to the expenditure of funds specifically authorized elsewhere within the Policy and Procedure Manual, the Chief Executive Officer may approve the acquisition of Professional Services, up to \$25,000.00, when funding has been established for such services during the appropriation process.

"Professional Services" for the purpose of this organizational policy, are defined as "services for the rendering, by an independent contracting individual or firm, of time and effort, rather than of specific commodities." Professional Services include, but are not limited to:

- Evaluations, consultations, management systems, compilation of statistical data in support of planning and operating airport activities, micrographic services, expert witnesses, including appraisal services, and research and development studies or reports on the findings of consultants,

Any expenditures made in accordance with this provision shall be made known to the Board by the next regular scheduled meeting.

Memberships

The Chief Executive Officer serves as a member and provides technical assistance on numerous boards and committees connected with the Authority.

Absence of Chief Executive Officer

In the absence of the Chief Executive Officer, the Director so designated by the Chief Executive Officer serves in an acting capacity and performs such duties inherent to the Executive Director's position. Should the Chief Executive Officer be unable to perform the assigned duties for any reason, the Chairman of the Aviation Authority designates an Acting Chief Executive Officer, to be confirmed by the Aviation Authority Board at its next meeting.

Space Coast Regional Airport (TIX) Projects (2009 - Future)

PROJECT YEAR		TOTAL PROJECT	FAA	FDOT	"Other" Funding	TCAA
2009	ATCT Rehabilitation and Equipment	\$90,000	\$81,000	\$4,500		\$4,500
2009	Land Acquisition - 52 Acres	\$1,560,000	\$1,404,000	\$78,000		\$78,000
2010	T-Hangar Construction - 10 Units	\$628,875	\$565,988	\$31,444		\$31,444
2011	Valiant Air Command Corporate Hangar	\$847,397	\$762,657	\$42,370		\$42,370
2012	Administration Building	\$3,110,395	\$2,799,356	\$155,520	\$1,250,000	\$155,520
2012	Bristow Building	\$2,620,000	\$0	\$0	\$2,000,000	\$620,000
2012	Security Project - Phase 1 (All Airports)	\$1,047,488	\$0	\$994,871		\$52,618
2013	Spaceport License Application	\$1,518,000	\$0	\$1,214,400		\$303,600
2013	T-Hangar Taxilanes	\$442,134	\$397,921	\$22,107		\$22,107
2013	West Apron Rehabilitation	\$5,737,493	\$5,163,744	\$286,875		\$286,875
2014	Aircraft Rescue Firefighting Facility	\$3,139,860	\$2,825,874	\$156,993		\$156,993
2014	Aircraft Rescue Firefighting Vehicle	\$882,440	\$794,196	\$44,122		\$44,122
2014	Airfield Pavement Markings Rehabilitation	\$299,000	\$269,100	\$14,950		\$14,950
2014	East Apron Rehabilitation and Expansion	\$2,244,429	\$2,019,986	\$112,221		\$112,221
2014	Taxiway B Rehabilitation	\$1,162,800	\$1,046,520	\$58,140		\$58,140
2019	Runway End Identifier Lights (REILs) Replacement	\$301,767	\$271,590	\$24,141		\$6,035
2020	Airfield Lighting Rehabilitation	\$2,580,888	\$2,322,799	\$206,471		\$51,618
2020	Airfield Signage Rehabilitation	\$299,350	\$269,415	\$23,948		\$5,987
2020	ATCT Rehabilitation and Equipment	\$145,148	\$145,148	\$0		\$0
2020	Valiant Air Command Event Center and Apron	\$3,000,000	\$0	\$1,500,000	\$1,500,000	\$0
2021	Runway 9/27 Rehabilitation	\$5,000,000	\$4,500,000	\$400,000		\$100,000
2021	Taxiway D	\$600,000	\$0	\$480,000		\$120,000
2021	Closed-Circuit TV and New Access Control	\$500,000	\$0	\$400,000		\$100,000
2022	Fuel Farm Rehabilitation	\$500,000	\$0	\$400,000		\$100,000
2023	New Air Traffic Control Tower	\$4,000,000	\$3,600,000	\$320,000		\$80,000
2023	South Apron Rehabilitation	\$1,750,000	\$1,575,000	\$140,000		\$35,000
2024	Taxiway G	\$1,750,000	\$1,575,000	\$140,000		\$35,000
2024	Northeast Apron and Parking	\$3,272,000	\$2,944,800	\$261,760		\$65,440
2025	Taxiway A Extension	\$1,500,000	\$1,350,000	\$120,000		\$30,000
2025	Runway 18-36 Extension	\$7,245,000	\$6,520,500	\$579,600		\$144,900
	Completed / In-Work	\$36,657,464	\$25,639,293	\$5,371,073	\$4,750,000	\$2,147,099
	Future	\$21,117,000	\$17,565,300	\$2,841,360		\$710,340
	TIX TOTAL	\$57,774,464	\$43,204,593	\$8,212,433	\$4,750,000	\$2,857,439

Arthur Dunn Airpark (X21) Projects (2009 - Future)

		TOTAL PROJECT	FAA	FDOT	TCAA
2009	Runway 33 Safety Area Improvements - Guidance Sign Panels, Security Fence and Gates	\$1,259,939	\$1,196,942	\$31,498	\$31,498
2010	Rehabilitate Taxiway A and Connectors	\$246,712	\$233,576	0	\$13,135
2011	Rehabilitate PAPIs and Airfield Markings	\$685,717	\$606,920		\$78,797
2010	Rehabilitate Facilities	\$116,800	\$0	\$93,440	\$23,360
2013	Install Fire Hydrants	\$150,167	\$0	\$120,134	\$30,033
2020	Replace Precision Approach Path Indicators (PAPI) and Airfield Markings	\$371,620	\$334,458	\$29,730	\$7,432
2021	Turf Runway Stabilization	\$350,000	\$315,000	\$28,000	\$7,000
2021	Access Control System Replacement	\$150,000	\$0	\$120,000	\$30,000
2022	Apron Rehabilitation	\$550,000	\$495,000	\$44,000	\$11,000
2022	Taxiway Rehabilitation	\$550,000	\$495,000	\$44,000	\$11,000
2023	Construct Corporate Hangar	\$2,500,000	\$0	\$2,000,000	\$500,000
2024	Construct 3 Additional Hangars	\$430,000	\$0	\$344,000	\$86,000
	Completed / In-Work	\$2,830,955	\$2,371,896	\$274,802	\$184,257
	Future	\$4,530,000	\$1,305,000	\$2,580,000	\$645,000
	X21 TOTAL	\$7,360,955	\$3,676,896	\$2,854,802	\$829,257

Merritt Island Airport (COI) Projects (2009 - Future)

		TOTAL PROJECT	FAA	FDOT	TCAA
2010	Facilities Rehabilitation	\$409,500	\$0	\$327,600	\$81,900
2010	Runway Safety Area Improvements	\$148,241	\$140,829	\$3,706	\$3,706
2010	Box Hangar Construction	\$395,706	\$0	\$316,565	\$79,141
2010	Fuel Farm Rehabilitation and Fuel Tank Removal	\$361,000	\$0	\$288,800	\$72,200
2011	Runway Safety Area Improvements	\$4,853,682	\$4,368,314	\$242,684	\$242,684
2015	Security and Infrastructure	\$949,000	\$0	\$759,200	\$189,800
2019	Port-A-Port Replace with 8 Box Hangars	\$1,926,062	\$0	\$1,540,850	\$385,212
2020	Replace Precision Approach Path Indicators (PAPI)	\$291,620	\$0	\$233,296	\$58,324
2020	South Apron & Runway 11/29 Rehabilitation	\$3,135,364	\$2,821,828	\$250,829	\$62,707
2020	North Area Security and Infrastructure	\$949,000	\$0	\$759,200	\$189,800
2020	FBO Terminal Building	\$1,876,000	\$0	\$1,500,800	\$375,200
2020	Maintenance Hangar (FBP)	\$896,000	\$0	\$716,800	\$179,200
2021	Taxilane Development	\$2,750,000	\$2,475,000	\$220,000	\$55,000
2021	Access Control System	\$250,000	\$0	\$200,000	\$50,000
2022	T-Hangar Development (16 Units)	\$3,200,000	\$0	\$2,560,000	\$640,000
2022	Hangar (SCH)	\$1,348,000	\$0	\$1,078,400	\$269,600
2023	Fuel Farm Rehabilitation	\$450,000	\$0	\$360,000	\$90,000
2023	North Apron	\$1,914,000	\$0	\$1,531,200	\$382,800
2024	Runway 11-29 Rehabilitation	\$2,500,000	\$2,250,000	\$200,000	\$50,000
2024	Construct Box Hangars	\$1,546,000	\$1,391,400	\$123,680	\$30,920

Completed / In-Work	\$13,419,175	\$13,447,371	\$13,213,610	\$1,365,474
Future	\$16,730,000	\$6,116,400	\$8,490,880	\$2,122,720
COI TOTAL	\$30,149,175	\$13,447,371	\$13,213,610	\$3,488,194

	TOTAL PROJECT	FAA	FDOT	"Other" Funding	TCAA
GRAND TOTALS	\$95,284,594	\$60,328,860	\$24,280,845	\$4,750,000	\$7,174,890



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 17, 2020

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

MICHAEL BAKER INTERNATIONAL, INC.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing (803) 231-4014

NOVEMBER 04, 2020

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

INVOICE NO. 1098845
BAKER PROJECT NO. 169511
REQUEST NO. 02 ✓
FDOT PROJECT NO. FM 437021-1-94-01

RE: HANGAR 52 DEMOLITION ✓

FOR FEES BILLED THROUGH OCTOBER 1, 2020 - OCTOBER 31, 2020

CONTRACT VALUE	\$63,872.00	<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
<u>BASIC SERVICES (DESIGN)</u>			
PHASE 1 - INITIAL DESIGN PACKAGE (60%)			
100.00% COMPLETE OF	\$8,572.00	\$0.00	\$8,572.00
PHASE 2 - FINAL DESIGN PACKAGE (100%)			
100.00% COMPLETE OF	\$9,591.00	\$9,591.00 ✓	\$9,591.00
<u>BASIC SERVICES (BIDDING)</u>			
PHASE 3 - BIDDING			
0.00% COMPLETE OF	\$3,390.00	\$0.00	\$0.00
PHASE 4 - SPECIAL SERVICES			
100.00% COMPLETE OF	\$2,233.55	\$155.35 ✓	\$2,233.55
SUBCONSULTANT			
GEO TECHNICAL	\$2,700.00	\$0.00	\$0.00
SUBCONSULTANT			
TOPOGRAPHIC SURVEY	\$11,600.00	\$0.00	\$9,000.00
SUBCONSULTANT			
ASBESTOS SURVEY	\$2,500.00	\$0.00	\$0.00
PHASE 5 - PROJECT MANAGEMENT			
0.00% COMPLETE OF	\$2,585.00	\$0.00	\$0.00
PHASE 6 - CA & INSPECTION			
0.00% COMPLETE OF	\$11,316.80	\$0.00	\$0.00
PHASE 7 - STORMWATER PERMITTING			
100% COMPLETE OF	\$9,383.65	\$0.00	\$9,383.65
		<u>\$0.00</u>	<u>\$38,780.20</u>
AMOUNT DUE THIS INVOICE		\$9,746.35 ✓	\$9,746.35

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker
12/7/20

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 10/1/2020 TO: 10/31/2020	FDOT FINANCIAL PROJECT NO 437021-1-94-01
PROJECT DESCRIPTION Building Demo including design fees, survey, geotechnical costs, permitting, construction costs and material testing costs, mob and demob, MOT, erosion control.		
PROJECT STATUS Design: 75% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Completed survey Advanced stormwater Geotech borings – delayed by COVID 19 90% Plans submission		
WORK ANTICIPATED FOR NEXT PERIOD Bid set Plans submission Finalize storm Drainage		
PROBLEM AREAS/OTHER COMMENTS Some delays as a result of COVID 19 impacts		

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing (803) 231-4014

NOVEMBER 04, 2020

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

INVOICE NO. 1098850
BAKER PROJECT NO. 179882
REQUEST NO. 2
FDOT PROJECT NO. FM 447533-1-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF RUNWAY
9-27 REHABILITATION AT SPACE COAST REGIONAL AIRPORT

FOR FEES BILLED THROUGH OCTOBER 01, 2020 - OCTOBER 31, 2020

CONTRACT VALUE	\$342,922.00		
DESIGN SERVICES		<u>INVOICED</u>	<u>INVOICED</u>
		<u>THIS PERIOD</u>	<u>TO DATE</u>
PART 1 - PROJECT MANAGEMENT			
43.06% COMPLETE OF	\$46,456.00	\$3,380.13 ✓	\$20,003.02
PART 2 - INVESTIGATION			
100.00% COMPLETE OF	\$14,252.00	\$0.00	\$14,252.00
PART 3 - RUNWAY LENGTH JUSTIFICATION & CONCEPT DEV.			
46.85% COMPLETE OF	\$26,420.00	\$4,805.97 ✓	\$12,376.73
PART 4 - 60% DESIGN			
5.01% COMPLETE OF	\$86,052.00	\$4,313.40 ✓	\$4,313.40
PART 5 - 90% DESIGN			
0.00% COMPLETE OF	\$59,540.00	\$0.00	\$0.00
PART 6 - FINAL DESIGN			
0.00% COMPLETE OF	\$39,434.00	\$0.00	\$0.00
(SUBCONSULTANTS)			
0.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$17,022.00	\$0.00	\$0.00
95.00% GPR SPOTLIGHT	\$10,000.00	\$9,500.00 ✓	\$9,500.00
0.97% TOPOGRAPHIC SURVEY	\$28,000.00	\$270.27 ✓	\$270.27
BIDDING PHASE SERVICES			
PART 6 - FINAL DESIGN			
0.00% COMPLETE OF	\$15,746.00	\$0.00	\$0.00
TOTAL EARNINGS		\$22,269.77 ✓	\$60,715.42
AMOUNT DUE THIS INVOICE			\$22,269.77

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael DeWitt
12/17/20

Michael Baker

INTERNATIONAL

Michael Baker International
515 N Flagler Drive, Suite 303
West Palm Beach, FL 33401
561.812.6400

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 10/01/2020 TO: 10/31/2020	FDOT FINANCIAL PROJECT NO 447533-1-94-01
PROJECT DESCRIPTION Rehabilitation of Cross Wind Runway to mill and overlay pavements and remove shoulders as well as unnecessary pavements, Runway length justification and safety area determination and protection of edge lighting		
PROJECT STATUS Design: 24% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Completed Length Justification analysis Project Management Survey data point portion completed completed		
WORK ANTICIPATED FOR NEXT PERIOD Progress on 60% Plans Survey implementing LIDAR Geotech boring		
PROBLEM AREAS/OTHER COMMENTS Some delays as a result of COVID 19 impacts and heavy rainfall		

Michael Baker

INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.

515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing (803) 231-4014

NOVEMBER 04, 2020
Revised November 24, 2020

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

INVOICE NO. 1098851 - A
BAKER PROJECT NO. 180130
REQUEST NO. 2 - A ✓
PROJECT ID # FM 447540-1-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF TAXILANE
AND APRON AT SPACE COAST REGIONAL AIRPORT PROJECT

FOR FEES BILLED THROUGH OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020

CONTRACT VALUE \$155,566.63 of \$232,189.00

DESIGN SERVICES

			<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
PHASE 1 - 60% DESIGN				
100.00% COMPLETE OF	\$41,566.13	of \$62,039.00	\$24,377.23 ✓	\$41,566.13
PHASE 2 - BID SET				
1.46% COMPLETE OF	\$28,505.15	of \$42,545.00	\$416.18 ✓	\$416.18
PHASE 4 - BIDDING PHASE SERVICES				
0.00% COMPLETE OF	\$4,355.67	of \$6,501.00	\$0.00	\$0.00
PHASE 5 - CONSTRUCTION ADMINISTRATION				
0.00% COMPLETE OF	\$26,767.84	of \$39,952.00	\$0.00	\$0.00
PART 6 - RPR				
0.00% COMPLETE OF	\$37,386.00	of \$55,800.00	\$0.00	\$0.00
SPECIAL SERVICES (SUBCONSULTANTS)				
50.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$6,700.00	of \$10,000.00	\$3,350.00 ✓	\$3,350.00
0.00% ELECTRICAL-DESIGN	\$3,584.84	of \$5,352.00	\$0.00	\$0.00
100.00% TOPOGRAPHIC SURVEY	\$6,700.00	of \$10,000.00	\$2,200.00 ✓	\$6,700.00
TOTAL EARNINGS			\$30,343.41 ✓	\$52,032.31

AMOUNT DUE THIS INVOICE

\$30,343.41

Michael Baker
12/7/20

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 10/1/2020 TO: 10/31/2020	FDOT FINANCIAL PROJECT NO 447540-1-94-01
PROJECT DESCRIPTION Apron and Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement.		
PROJECT STATUS Design: 40% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Advancing stormwater Geometry Initial grading Geotech borings – delayed by COVID 19		
WORK ANTICIPATED FOR NEXT PERIOD 60% Plans submission Finalize storm Drainage		
PROBLEM AREAS/OTHER COMMENTS Working thru wetland mitigation/avoidance		

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing (803) 231-4014

NOVEMBER 04, 2020
Revised November 24, 2020

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

INVOICE NO. 1098851 - B
BAKER PROJECT NO. 180130
REQUEST NO. 2 - B ✓
PROJECT ID # FM 447540-2-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF TAXILANE
AND APRON AT SPACE COAST REGIONAL AIRPORT PROJECT

FOR FEES BILLED THROUGH OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020

CONTRACT VALUE \$72,622.37 of \$232,189.00

DESIGN SERVICES

			<u>INVOICED THIS PERIOD</u>	<u>INVOICED TO DATE</u>
PHASE 1 - 60% DESIGN				
100.00% COMPLETE OF	\$20,472.87	of \$62,039.00	\$3,283.97 ✓	\$20,472.87
PHASE 2 - BID SET				
1.46% COMPLETE OF	\$14,039.85	of \$42,545.00	\$204.98	\$204.98
PHASE 4 - BIDDING PHASE SERVICES				
0.00% COMPLETE OF	\$2,145.33	of \$6,501.00	\$0.00	\$0.00
PHASE 5 - CONSTRUCTION ADMINISTRATION				
0.00% COMPLETE OF	\$13,184.16	of \$39,952.00	\$0.00	\$0.00
PART 6 - RPR				
0.00% COMPLETE OF	\$18,414.00	of \$55,800.00	\$0.00	\$0.00
SPECIAL SERVICES (SUBCONSULTANTS)				
50.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$3,300.00	of \$10,000.00	\$1,650.00 ✓	\$1,650.00
0.00% ELECTRICAL-DESIGN	\$1,766.16	of \$5,352.00	\$0.00	\$0.00
100.00% TOPOGRAPHIC SURVEY	\$3,300.00	of \$10,000.00	(\$1,200.00)	\$3,300.00
TOTAL EARNINGS			\$3,938.95 ✓	\$25,627.85

AMOUNT DUE THIS INVOICE

\$3,938.95

Michael Baker
12/7/20

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

Michael Baker

INTERNATIONAL

Michael Baker International
515 N Flagler Drive, Suite 303
West Palm Beach, FL 33401
561.812.6400

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 10/1/2020 TO: 10/31/2020	FDOT FINANCIAL PROJECT NO 447540-2-94-01
PROJECT DESCRIPTION Apron and Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement.		
PROJECT STATUS Design: 40% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Advancing stormwater Geometry Initial grading Geotech borings – delayed by COVID 19		
WORK ANTICIPATED FOR NEXT PERIOD 60% Plans submission Finalize storm Drainage Electrical design		
PROBLEM AREAS/OTHER COMMENTS Working thru wetland mitigation/avoidance		

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
515 North Flagler
Suite 303
West Palm Beach, FL 33401
561-812-6400

NOVEMBER 25, 2020

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

INVOICE NO. 1101296
BAKER PROJECT NO. 153465
REQUEST NO. 11
PROJECT ID# FM 435310-1-94-01

RE: TO-COI N.A. SECURITY AND INFRASTRUCTURE /
MERRITT ISLAND AIRPORT

FOR FEES BILLED FROM OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020

CV	\$278,051.85			<u>INVOICED</u>	<u>INVOICED</u>
DESIGN SERVICES				<u>THIS PERIOD</u>	<u>TO DATE</u>
DESIGN AND IMPLEMENTATION					
100.00% DESIGN	\$49,325.00			\$0.00	\$49,325.00
100.00% REG SW PLAN	\$26,200.00			\$0.00	\$26,200.00
100.00% TOPO/UTILITY SURVEY	\$15,470.00			\$0.00	\$15,470.00
100.00% GEOTECH	\$4,090.00			\$0.00	\$4,090.00
100.00% SITE ELECTRICAL	\$6,000.00			\$0.00	\$6,000.00
 BIDDING PHASE SERVICES					
100.00% COMPLETE OF	\$4,078.00			\$0.00	\$4,078.00
 CONSTRUCTION PHASE SERVICES					
20.00% COMPLETE OF	\$38,189.00			\$7,637.80	\$7,637.80
 QA CONSTRUCTION TESTING					
0% COMPLETE OF	\$8,050.00			\$0.00	\$0.00
 RESIDENT PROJECT REPRESENTATIVE					
INSPECTOR NTE	\$56,700.00	<u>RATE</u>	<u>HRS.</u>		<u>HRS.</u>
		\$90.00	0.00	\$0.00	0.00
 RPR EXPENSES					
MEALS (WEEK)	\$2,100.00	<u>RATE</u>	<u>UNITS</u>		<u>UNITS</u>
VEHICLE (WEEK)	\$2,520.00	\$150.00	0.00	\$0.00	0.00
LODGING (WEEK)	\$3,500.00	\$180.00	0.00	\$0.00	0.00
	<u>\$8,120.00</u>	\$250.00	0.00	<u>\$0.00</u>	<u>\$0.00</u>
 PERMIT CLOSEOUT					
100.00% COMPLETE OF	\$2,750.00			\$0.00	<u>\$2,750.00</u>
 <u>PERMITTING ALLOWANCE -</u>					
ENVIRONMENTAL RESOURCE PERMIT FEE					
100.00% COMPLETE OF	\$5,000.00			<u>\$0.00</u>	<u>\$5,000.00</u>
 <u>AMENDMENT NO 01</u>					
100.00% FIELD DATA COLLECTION	\$5,886.00			\$0.00	\$5,886.00
100.00% ENVIRONMENTAL PERMITTING	\$37,093.85			\$0.00	\$37,093.85
100.00% ADDITIONAL TOPO SURVEY	\$5,800.00			\$0.00	\$5,800.00
100.00% ADDITIONAL GEOTECH INVESTIGATION	\$5,300.00			\$0.00	\$5,300.00
 TOTAL EARNINGS				\$7,637.80 /	\$174,630.65
 AMOUNT DUE THIS INVOICE					\$7,637.80

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
12/9/20

Michael Baker

INTERNATIONAL

Michael Baker International
515 N Flagler Drive, Suite 303
West Palm Beach, FL 33401
561.812.6400

AIRPORT NAME Merritt Island Airport (COI)	DATES OF REPORT PERIOD FROM: 10/1/2020 TO: 10/31/2020	FDOT FINANCIAL PROJECT NO 435310-1-94-01
PROJECT NAME & DESCRIPTION North Area Security and Infrastructure Improvements – The scope includes rehab of existing security fencing, storm water improvements, safety improvements along Manor Drive with pipe construction in the roadside ditch, demo of 3 septic tanks and drainfields, and construction of new sanitary sewer system.		
PROJECT STATUS Design: 100% complete Additional Design: 0% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Michael Baker: Contracting Submittal Evaluation Permitting Assistance Thorne Site Development: Mobilization Permitting		
WORK ANTICIPATED FOR NEXT PERIOD Meet with County Manager to discuss improvements and Airport property boundaries Revise Plans for Brevard County requests Start construction		
PROBLEM AREAS/OTHER COMMENTS Brevard County Staff are requiring modifications above minimum code requirements that need additional design Brevard County Staff is requiring the Airport to provide the County RoW Easement along the Airport Legal Boundary which also affects the Airport's project design		

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:
 Titusville-Cocoa Airport Authority
 355 Golden Knights Blvd.
 Titusville, FL 32780

PROJECT: North Area Security & Infrastructure at Merritt Island Airport

FROM CONTRACTOR:
 Thorne Site Development, inc
 3610 Hammock Rd, Mims, FL 32754

VIA ARCHITECT: Michael Baker Intl.
 FDOT FM 435-310-1-94-01

APPLICATION NO: 1

Period from 10/01/2020

PERIOD TO: 10/31/2020

PROJECT NOS: 153465

CONTRACT DATE: 11/26/2018

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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 \$ 651,014.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 651,014.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 11,122.22
5. RETAINAGE:
 - a. % of Completed Work \$ 1112.222
 - (Column D + E on G703)
 - b. % of Stored Material \$
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,112.22
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 10,010.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$ 10,010.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 641,004.00

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

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

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

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

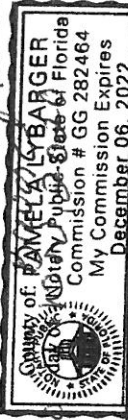
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Michael Baker Intl.* Date: 11/30/20

State of Fla

Subscribed and sworn to before me this 30th day of November, 2020
 Notary Public:
 My Commission expires: December 06, 2022



ARCHITECT'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 \$ 10,010.00

(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: *Michael Baker Intl.* Date: 12/8/2020

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.

Michael Baker Intl.
 12/6/20

CONTINUATION SHEET

Project North Area Infrastructure at Merritt Island Airport, Project #153465

AIA DOCUMENT G703

PAGE _____ OF _____ PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1

11/30/2020

PERIOD TO: 10/31/2020

153465

ARCHITECT'S PROJECT NO:

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G %	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Mobilization	\$15,000.00			\$11,122.22		\$11,122.22	74.15%	\$3,877.78	\$1,112.22
2	Construction Layout & Topographic As-Built Survey	\$28,698.00							\$28,698.00	
3	Erosion Control	\$9,500.00							\$9,500.00	
4	Clearing and Grubbing	\$6,325.00							\$6,325.00	
5	Asphalt Full Depth Pavement Removal	\$7,875.00							\$7,875.00	
6	Concrete Full Depth Pavement Removal	\$3,750.00							\$3,750.00	
7	Remove Existing 19" X 30" ERCP Culvert and Headwalls	\$3,313.75							\$3,313.75	
8	Remove Headwall and 12 LF of 15" RCP	\$2,475.00							\$2,475.00	
9	Remove Existing 16"X24" RCP and Storm Inlet	\$2,500.00							\$2,500.00	
10	Remove Existing 16 LF of 18" RCP and MES (Cap pipe at Exist. Manhole)	\$2,019.00							\$2,019.00	
11	Remove Existing 2" Sanitary Force Main and Cap	\$4,398.50							\$4,398.50	
12	Remove Existing Septice Tank and Drain Field	\$3,250.00							\$3,250.00	
13	Remove Concrete Pad for Oil Tank	\$1,125.00							\$1,125.00	
14	Remove Existing 15" X 22" MES and Storm Inlet Grout Pipe and Abandon in Plance	\$4,400.00							\$4,400.00	
15	Remove AOA Chain Link Fencing	\$728.00							\$728.00	
16	Remove and Reset AOA Exist. Chain Link Fencing	\$26,820.00							\$26,820.00	
17	Cap Monitoring Wells	\$5,378.00							\$5,378.00	
18	AOA Chain Link Fencing	\$7,920.00							\$7,920.00	
19	HDPE 18"	\$798.00							\$798.00	
20	RCP, 18"	\$11,808.00							\$11,808.00	
21	RCP, 36"	\$75,824.00							\$75,824.00	
22	CMU Retaining Wall	\$128,991.00							\$128,991.00	

CONTINUATION SHEET

Project North Area Infrastructure at Merritt Island Airport, Project #153465

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

PAGE 1 OF 1 PAGES

APPLICATION NO: 1
 APPLICATION DATE: 11/30/2020

PERIOD TO: 10/31/2020
 ARCHITECT'S PROJECT NO: 153465

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
23	Relocate Oil Tank and Construct Concrete Pad	\$6,200.00					\$6,200.00	
24	Drainage Inlet (Type D)	\$16,200.00						
25	Storm Manhole w/J Bottom (Conflict Struct. STO-04)	\$3,553.00						
26	Drainage Inlet (Type C)	\$2,985.00					\$3,553.00	
27	Storm Manholes	\$4,061.00					\$2,985.00	
28	Modified Type D Control Structure (CS-01-L-02S)	\$4,500.00					\$4,061.00	
29	Drainage MES (18")	\$2,750.00					\$4,500.00	
30	Drainage MES (36")	\$4,000.00					\$2,750.00	
31	Unclassified Excavation (Total Excavation)	\$8,797.50					\$4,000.00	
32	Unclassified Excavation (Muck Removal)	\$10,948.00					\$8,797.50	
33	Onsite Borrow Suitable (Excavation Used as Fill)	\$5,750.00					\$10,948.00	
34	Private Lifstation	\$59,000.00					\$5,750.00	
35	Sanitary Force Main (1.5")	\$11,540.00					\$59,000.00	
36	Sanitary Manhole	\$51,342.00					\$11,540.00	
37	Sanitary 6" PVC Gravity	\$1,000.00					\$51,342.00	
38	Sanitary 8" PVC Gravity	\$19,800.00					\$1,000.00	
39	3/4" PVC Water Service Lift Station	\$3,575.00					\$19,800.00	
40	3/4" Tapping Saddle with Corp Stop	\$1,075.00					\$3,575.00	
41	12" Concrete Ribbon Curb (Along Fence)	\$11,103.75					\$1,075.00	
42	RipRap	\$12,060.00					\$11,103.75	
43	Limerock Base Course 6"	\$7,839.00					\$12,060.00	
44	2" Asphalt (Total Asphalt, Including Pavement Repair)	\$9,930.00					\$7,839.00	
45	Full Depth Pavement Repair (Asphalt Section)	\$19,824.00					\$9,930.00	
46	Prime Coat	\$575.00					\$19,824.00	
47	Tack Coat	\$287.50					\$575.00	

CONTINUATION SHEET

Project North Area Infrastructure at Merritt Island Airport, Project # 153465

AIA DOCUMENT G703

PAGE OF PAGES

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APPLICATION NO: 1
 APPLICATION DATE: 11/30/2020
 PERIOD TO: 10/31/2020
 ARCHITECT'S PROJECT NO: 153465

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
48	Hydroseed	\$1,524.00						\$1,524.00	
49	Sodding	\$17,226.00						\$17,226.00	
50	Topsoiling	\$672.00						\$672.00	
GRAND TOTALS		\$651,014.00	\$0.00	\$11,122.22	\$0.00	\$11,122.22	\$623,691.78	\$1,112.22	

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

Invoice

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134
(405) 752-2600

Statement Date: 12/11/2019

Thorne Site Development, Inc.
3610 Hammock Road
Mims, FL 32754

Customer Number: F052007

Date	Due Date	Bond Number	Description	Charge	Credit	Balance
12/11/2019	1/10/2020	GRFL46553	Titusville-Cocoa Airport Authority North Area Security and Infrastructure	\$10,010.00		\$10,010.00

PAID

Total Due

\$10,010.00

Thorne Site Development
 3610 Hammock Rd
 Mims, FL 32754

Invoice

Date	Invoice #
1/31/2020	38519

Bill To:
TICO Airport 355 Golden Knights Blvd Titusville, FL 32780

North Area Security & Infrastructure Merritt Island Airport FDOT FM 435-3 10-1-94-01 Period From 10/1/20 Period To 10/31/20

P.O. No.	Ship Date	Due Date	Project	Rep	Terms	
Pay App #1	1/31/2020	1/31/2020	4103 - N Area Infra Structure		Due on receipt	
Description			Quantity	U/M	Rate	Amount
Mobilization			11,200		1.00	11,200.00
Less 10% Retainage					-1,120.00	-1,120.00

Subtotal	\$10,080.00
Sales Tax (6.0%)	\$0.00
Total	\$10,080.00
Payments/Credits	\$0.00
Balance Due	\$10,080.00

Phone #	Fax #
321-269-6445	321-269-1209

Michael Baker
INTERNATIONAL

MICHAEL BAKER INTERNATIONAL, INC.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing (803) 231-4014

NOVEMBER 04, 2020

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

INVOICE NO. 1098848
BAKER PROJECT NO. 179595
REQUEST NO. 1
FDOT PROJECT NO. FM 438461-1-94-01

RE: DESIGN AND CONSTRUCTION ADMINISTRATION OF
CORPORATE MANAGER (PROJECT @ MERRITT ISLAND AIRPORT)

FOR FEES BILLED THROUGH OCTOBER 1, 2020 THROUGH OCTOBER 31, 2020

CONTRACT VALUE	\$112,994.00		
DESIGN SERVICES		<u>INVOICED</u>	<u>INVOICED</u>
		<u>THIS PERIOD</u>	<u>TO DATE</u>
DESIGN AND BID SERVICES			
3.54% COMPLETE OF	\$73,002.00	\$2,587.65	\$2,587.65
INITIAL PERMITS			
83.23% COMPLETE OF	\$3,722.00	\$3,097.64	\$3,097.64
PHASE 5 - CONSTRUCTION ADMINISTRATION			
0.00% COMPLETE OF	\$31,270.00	\$0.00	\$0.00
(SUBCONSULTANTS)			
0.00% GEOTECHNICAL INVESTIGATION (CAL-TECH)	\$3,000.00	\$0.00	\$0.00
0.00% HONEYCUTT AND ASSOCIATES	\$2,000.00	\$0.00	\$0.00
TOTAL EARNINGS		\$5,685.29	\$5,685.29
AMOUNT DUE THIS INVOICE			\$5,685.29

Michael Baker
12/7/20

Electronic Remittance
CITIZENS BANK
ABA: 036-076-150
Account No.: 6101710975
SWIFT: CTZIUS33

Check Payment Remit to:
PO BOX 536408
PITTSBURGH, PA 15253-5906

AIRPORT NAME Merritt Island Airport	DATES OF REPORT PERIOD FROM: 6/13/2020 TO: 10/31/2020	FDOT FINANCIAL PROJECT NO 438461-1-94-01
PROJECT DESCRIPTION Corporate Hangar construction: as required by 215.971, FS., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mob and demob, MOT, erosion control, demo, pavement, drainage, utilities, primary and backup power supplies, building, pavement marking, lighting and signage.		
PROJECT STATUS Design: 15% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Preliminary site plans and research into prefab options.		
WORK ANTICIPATED FOR NEXT PERIOD Mostly in a holding pattern for finalization of lease mods and financing.		
PROBLEM AREAS/OTHER COMMENTS Some delays as a result of owner financing		



AIRPORT	TOTAL COST	FDOT FUNDING	FAA FUNDING	TCAA SHARE	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
X-21 ARTHUR DUNN	\$ 2,596,621	\$ 446,800	\$ 2,021,958	\$ 127,863	\$ 6,400	\$ -	\$ 35,200	\$ 41,000	\$ 10,000	\$ 18,800	\$ 13,000
COI MERRITT ISLAND	\$ 7,795,353	\$ 1,654,420	\$ 5,724,328	\$ 416,605	\$ 212,305	\$ 80,000	\$ 27,700	\$ 1,800	\$ 50,000	\$ 5,000	\$ -
TIX SPACE COAST	\$ 39,327,000	\$ 4,501,560	\$ 33,681,300	\$ 1,144,140	\$ 71,000	\$ 138,000	\$ 213,000	\$ 208,900	\$ 175,240	\$ 226,000	\$ 102,000
SUMMARY COSTS	\$ 49,718,974	\$ 6,602,780	\$ 41,427,586	\$ 1,688,608	\$ 289,705	\$ 218,000	\$ 275,900	\$ 251,700	\$ 235,240	\$ 249,800	\$ 115,000
					PROGRAMMED	PLANNED					
											LONG RANGE PLANNING

OPERATIONAL, SAFETY, PRIORITY	\$ 350,198	CAPITAL COSTS REQUIRED FOR M&R OF EXISTING FACILITIES			\$ 54,198	\$ 168,000	\$ 66,000	\$ 62,000	\$ -	\$ -	\$ -
INFRASTRUCTURE INVESTMENT	\$ 1,170,147	CAPITAL INVESTMENT IN AIRPORT IMPROVEMENTS TO INCREASE CAPACITY; PROJECTS ARE INDIRECTLY ASSOCIATED WITH INCREASED REVENUES			\$ 235,507	\$ 50,000	\$ 209,900	\$ 189,700	\$ 235,240	\$ 249,800	\$ 115,000
TCAA CIP BUDGET	\$ 1,520,345				\$ 289,705	\$ 218,000	\$ 275,900	\$ 251,700	\$ 235,240	\$ 249,800	\$ 115,000

REVENUE GROWTH (BUDGET ADD-ONS)	\$ 2,651,400	CAPITAL INVESTMENT THAT WILL DIRECTLY RESULT IN ADDITIONAL REVENUE			\$ (29,000)	\$ 7,000	\$ 5,000	\$ 640,000	\$ 526,000	\$ 382,800	\$ 1,119,600
POTENTIAL REVENUE GROWTH	\$ 981,600				\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 225,600	\$ 276,000	\$ 276,000

Does not include Spaceport Investment; that is separate

PROJECTS	Funded (Year)	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	DESCRIPTION
Design and Construction: RW 9-27 Rehab	2021	\$5,000,000	\$400,000	\$4,500,000	\$7,000	\$10,000	\$83,000					Rehabilitation of RW 9-27
Design and Construction: RW 18-36 Rehab		\$4,500,000	\$360,000	\$4,050,000	\$8,000	\$8,000	\$10,000	\$62,000				Rehabilitation of RW 18-36
Design and Construct TW D Rehab		\$600,000	\$480,000	\$0	\$120,000							Reconstruct and realign south end of TW D; apply surface improvement product to north end of TW D
Sub-Totals:		\$10,100,000	\$1,240,000	\$8,550,000	\$7,000	\$138,000	\$93,000	\$62,000	\$0	\$0	\$0	
Design and Construction: Demo Bldg 52		\$320,000	\$256,000	\$0	\$64,000							Removal of a very old and dangerous hangar on the airfield. Project includes removal of the facility, site grading, and capping utilities.
Design and Construct TW D Reconstruction		\$1,600,000	\$128,000	\$1,440,000							\$32,000	Reconstruct TW D pavement as shown on FDOT pavement report
Design and Construction: CCTV and New Access Control Tower Equipment		\$500,000	\$400,000	\$0			\$100,000					Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc.
Runway Length Justification Report		\$150,000	\$0	\$150,000								Replace MEL in ATCT
Runway Length Justification Report		\$45,000	\$3,600	\$40,500				\$900				Phase 1 of RW 18-36 Extension. Include data collection and development of justification for runway extension
Design: RW 18-36 Extension		\$1,500,000	\$120,000	\$1,350,000					\$30,000			Phase 2 of RW 18-36 Extension. This project includes survey, geotech, permitting, and design of the extension and parallel TW.
Construction: RW 18-36 Extension		\$5,700,000	\$456,000	\$5,130,000					\$114,000			Phase 3 of RW 18-36 Extension. Construction, Construction Admin, and Inspection of the project.
Design: TW G		\$350,000	\$28,000	\$315,000				\$7,000				Design of the future parallel TW G parallel to RW 18-36. This project will incorporate the proposed partial parallel taxiway as well as create a regional storm water facility on the west side of the airport for wildlife hazard mitigation and deletion of several connector taxiways that are in severe condition, non-compliant with the FAA's advisory circular and due for rehab.
Construction: TW G		\$3,500,000	\$280,000	\$3,150,000					\$70,000			Construction of the above project.
Airport Master Plan and ALP Update		\$500,000	\$25,000	\$450,000						\$25,000		Update the ALP to identify future development plans.
EA: Extend TW A		\$200,000	\$16,000	\$180,000				\$4,000				EA for extending TW A
Design: Extend TW A		\$400,000	\$32,000	\$360,000					\$8,000			Design of the extension of TW A to RW 18-36 north end. Aircraft utilizing the entire RW must currently back taxi on the RW to access the end. This creates a hazardous condition. To eliminate this condition TW A shall be extended to the RW end.
Construction: Extend TW A		\$4,000,000	\$320,000	\$3,600,000						\$80,000		Construction, Construction Admin, and Inspection only of TW A extension.
Siting Study: New ATCT		\$90,000	\$7,200	\$81,000					\$1,800			Complete an FAA required siting study to determine the ideal location for the future ATCT.
Short EA / Design: New ATCT		\$350,000	\$28,000	\$315,000						\$7,000		Short EA and Design services for the new ATCT. Existing ATCT is in poor condition. It was originally built as a temporary facility until a new facility could be built. The ATCT is located in prime location for future development.
Construction: New ATCT		\$3,500,000	\$280,000	\$3,150,000							\$70,000	Construction, Construction Admin, and Inspection only of the ATCT.
Design and Construction: South Apron Rehab		\$1,750,000	\$140,000	\$1,575,000				\$35,000				South Apron, Section 4215 will need to be resurfaced per the 2015 PCI. It was assessed with a PCI value of 50.
Northeast Apron and Parking Rehab Fuel Farm		\$3,272,000	\$261,760	\$2,944,800					\$65,440			Design and construct extension of TW B and adjacent new aircraft parking ramp.
Design and Construct: Obstruction Removal		\$1,000,000	\$80,000	\$900,000			\$20,000	\$100,000				Design and construct new fuel farm on the south side of the airport.
Sub-Totals:		\$29,227,000	\$3,261,560	\$25,131,300	\$64,000	\$0	\$120,000	\$146,900	\$175,240	\$226,000	\$102,000	Removal of all major obstructions on the Airport identified in previous study.
Totals:		\$39,327,000	\$4,501,560	\$33,681,300	\$71,000	\$138,000	\$213,000	\$208,900	\$175,240	\$226,000	\$102,000	Design and Construct Apron at VAC Campus; Private Funding for 50% match
Construction VAC Apron Eastern Florida State College	2020	\$1,615,120	\$1,029,790	\$0	\$0							Design and Construction of 30,000SF of hangar and office space
Design and Construction: VAC Event Center		\$7,500,000	\$3,750,000	\$0			\$0					Expansion of the west apron into the existing pond location. This project cannot be completed until the regional stormwater facility is completed because this impervious must be accounted for in the regional retention pond.
Sub-Totals:		\$12,115,120	\$6,279,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Totals:		\$51,442,120	\$10,781,350	\$33,681,300	\$55,000	\$138,000	\$213,000	\$208,900	\$175,240	\$226,000	\$102,000	

**OPERATIONAL, SAFETY, PRIORITY
INFRASTRUCTURE IMPROVEMENT
CREATES ADDITIONAL REVENUE**

TCAA
CIP: Merritt Island Airport
12/11/2020
AM



PROJECTS	Funded (Year)	TOTAL COST										DESCRIPTION
		FDOT FUNDING	FAA FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26		
Replace PAPIs	2019	\$188,791	\$0	\$47,198	\$30,000							Existing PAPIs are non-operational and beyond repair. Replace both existing PAPIs, their foundations and bury new conduit with conductor. Minor vault modifications are necessary.
Exhibit A - Boundary Survey and Property Inventory Map	2022	\$0	\$27,000			(\$27,000)						This task was set to be completed with the ALP Update in 2022. Due to property boundary issues surrounding COI, the FAA has requested that an exhibit A must be completed as soon as possible.
Sub-Totals:		\$188,791	\$27,000	\$47,198	\$30,000	(\$27,000)	\$0	\$0	\$0	\$0	\$0	
Access Control System		\$200,000	\$0			\$50,000						Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc.
RSA Improvements: Mitigation Maintenance and Monitoring	2015	\$9,600	\$108,000	\$2,400								Continuation of mitigation maintenance and monitoring
North Area Sec. and Inf.	2016	\$759,200	\$0	\$130,000	\$20,000							Update: Project was bid and submitted for 100% FAA funding on October 31st. FAA funding requires additional design and Environmental Assessment as opposed to State funding. The State already paid 80% of design and bidding. This will result in no local cost under the FAA Supplementary Funding Bill. Construction is expected to start in August 2019. Heavy civil project on the north side of the airport. Scope includes removal of septic systems, construction of regional storm water pond, sanitary collection and forcemain, fencing upgrades and other drainage improvements.
Construction: Rehab South Apron & RW 11-29	2019	\$250,829	\$2,821,828	\$32,707	\$30,000							Construction of South Apron rehabilitation and the dip repair on RW 11-29
Airport Master Plan and ALP Update		\$18,800	\$211,500			\$4,700						Update the master plan and ALP to reflect the updates and vision of the airport.
Design and Construction: Runway 11-29 Rehab		\$200,000	\$2,250,000				\$50,000					Mill and resurface the RW. The 2012 PCI was satisfactory however the report indicates it will need to be resurfaced in 2020. The programmed cost includes \$1M for remediation of the subsistence (dip) near the RW29 aiming points.
Land Acquisition		\$20,000	\$225,000					\$5,000				Triangle Parcel near south entrance. 2.44 acres. Parcel ID: 25-36-01-53-B.1
WHMP		\$7,200	\$81,000				\$1,800					Wildlife hazard management plan to address birds and other wildlife that have made negative impacts on the safety of the airport.
Sub-Totals:		\$1,465,629	\$5,697,328	\$165,107	\$50,000	\$54,700	\$1,800	\$50,000	\$5,000	\$0	\$0	
Totals:		\$1,654,420	\$5,724,328	\$212,305	\$80,000	\$27,700	\$1,800	\$50,000	\$5,000	\$0	\$0	
Design and Construction: FBO Terminal Bldg		\$1,500,800	\$0			\$0						Phase 1A of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project includes constructing a facility for the public to have an FBO on the east side of the airport. Approximately 4,000 sf. of office space and 8,000 sf of hangar space.
Design and Construction: Maintenance Hangar (FBP)		\$398,000	\$0									Phase 1B of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project includes constructing a facility for the public to have an FBO on the east side of the airport. Approximately 4,000 sf. of office space and 8,000 sf of hangar space.
Design and Construction: Hangar (SCH)		\$1,078,400	\$0							\$269,600		Phase 3 of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. The hangar that Sebastian Communications (SC) currently operates from is in very poor condition, it is beyond the building restriction line and it penetrates the Part 77 surface. The construction of a new hangar in the appropriate location will resolve all of these issues. The Airport has determined in previous analysis by others that the appropriate size of this hangar should be nearly 70' by 70'. The ALP identifies a corporate hangar to be constructed. Approximately 5,000 sf of hangar and office space.
Design and Construction: Box Hangars, Phase 2		\$2,000,000	\$0				\$500,000					Replacement of 6 Port-A-Port hangars with 6 new box hangars; re-align security fencing; construct landside POV parking area with site lighting; fill existing storm water wet ponds and expansion of new regional pond
Design and Construction: North Apron		\$1,531,200	\$0						\$382,800			Phase 4 of a multi-phase/year approach to remove an older hangar which is currently penetrating the part 77 surfaces. This project would demolish the existing hangar vacated in Phase 3 and provide construction of new apron and rehabilitation of adjoining pavements that are in poor condition. This project will serve the increasing public requirement for additional apron space near the FBO.
Design and Construction: Box Hangars		\$1,400,000	\$0							\$350,000		Phase 5 of the multi-phase/year approach is to add Box Hangars. Merritt Island Airport currently has a waiting list for general aviation storage hangars that has 117 people in it as of September 2014. This project will provide a small relief to the list. The top person on the list has been waiting since 2008.
EA: Taxi Lane Development		\$28,000	\$315,000		\$7,000							EA for Alternative A T-Hangar Development
Design: Taxi Lane Development		\$20,000	\$225,000			\$5,000						Design of the taxi lane(s) for entire development
Construction: Taxi Lane Development		\$200,000	\$2,250,000				\$50,000					Construction of the taxi lane(s) for entire development
Fuel Farm Design and Construction		\$360,000	\$0				\$90,000					New fuel farm on the south side of the airport.
Design and Construct: T-Hangar Development (16 Units)		\$1,760,000	\$0					\$440,000				Design and construction of 16 T-Hangars
Sub-Totals:		\$10,276,400	\$2,790,000	(\$13,000)	\$7,000	\$5,000	\$640,000	\$440,000	\$382,800	\$619,600	\$619,600	
Totals:		\$11,930,820	\$8,514,328	\$199,305	\$87,000	\$32,700	\$641,800	\$490,000	\$387,800	\$619,600	\$619,600	

PROJECTS	Funded (Year)	TOTAL COST	FDOT FUNDING	FAA FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	DESCRIPTION
Replace PAPIs	2019	\$291,621	\$23,300	\$262,458	\$3,833	\$0	\$0	\$0	\$0	\$0	\$0	Existing PAPIs are non-operational and beyond repair. Replace both existing PAPIs, their foundations and bury new conduit with conductor. Minor vault modifications are necessary.
Sub-Totals:		\$291,621	\$23,300	\$262,458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Access Control System		\$150,000	\$120,000	\$0			\$30,000					Phase 2 of Airport Security Program. Phase 2 consists of Access Control System, complete with gate controllers, monitoring database, badging system, etc. This project will be combined into a future larger project across all 3 airports.
Design: Apron Rehab		\$65,000	\$5,200	\$58,500						\$1,300		Design services for the rehabilitation of multiple pavement areas identified in the 2012 PCI report as needing immediate repair. Repair is anticipated to be milling and resurfacing.
Construction: Apron Rehab		\$650,000	\$52,000	\$585,000							\$13,000	Construction, Construction Admin, and inspection of milling and resurfacing of various pavements on the airfield.
Design: Taxiway Rehab		\$50,000	\$4,000	\$45,000				\$1,000				Design services for the rehabilitation of multiple pavement areas identified in the 2012 PCI report as needing immediate repair. Repair is anticipated to be milling and resurfacing.
Construction: Taxiway Rehab		\$500,000	\$40,000	\$450,000					\$10,000			Construction, Construction Admin, and inspection of milling and resurfacing of various pavements on the airfield.
Design and Construction: Turf Runway Stabilization		\$350,000	\$17,500	\$315,000						\$17,500		Existing turf RW is heavily used. Complaints from users about the smoothness of the surface have been expressed. Areas of the surface will need to be regraded and compacted for long term use. The transition as the turf runway crosses pavement areas is a concern and needs attention. Look at adding orange cones for utility runway visibility.
Master Plan and ALP		\$260,000	\$20,800	\$234,000			\$5,200					ALP update with Narrative to focus on the airport development plans.
Airfield Marking Rehab	2019	\$80,000	\$4,000	\$72,000	\$6,400							Inspections have indicated degraded markings on the airfield for 2 years. The project scope will remove and replace all airfield markings.
Rehab Signage and Vault		\$200,000	\$160,000	\$0				\$40,000				The electrical vault and airfield signage are in poor condition and past their useful design life; the scope of the project is to replace the existing airfield signage and reconstruct the electrical vault in an adjacent location.
Sub-Totals:		\$2,305,000	\$423,500	\$1,759,500	\$6,400	\$0	\$35,200	\$41,000	\$10,000	\$18,800	\$13,000	
Design and Construction: 3-Hangar Addition		\$2,596,621	\$446,800	\$2,021,958	\$6,400	\$0	\$35,200	\$41,000	\$10,000	\$18,800	\$13,000	Design and Construction of 3 hangars at X21 to support growth and demand of aviation tenant space.
Design and Construction: Corporate Hangar		\$430,000	\$344,000	\$0					\$86,000			Design and Construction of corporate hangar under 12,000SF to support growth and demand of aviation tenant space.
Sub-Totals:		\$2,930,000	\$2,344,000	\$0	\$0	\$0	\$0	\$0	\$86,000	\$0	\$500,000	
Totals:		\$5,526,621	\$2,790,800	\$2,021,958	\$6,400	\$0	\$35,200	\$41,000	\$96,000	\$18,800	\$513,000	



PROJECTS	Funded (Year)	TOTAL COST	SPACE FL FUNDING	OTHER FUNDING	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	DESCRIPTION
Study: Master Plan		\$100,000	\$100,000	\$0		\$0						Develop new master plan and spaceport layout plan to further analyze potential growth needs and develop supported capital improvements program for the Spaceport.
Design and Construction: Oxidizer Loading Area		\$396,000	\$316,800	\$0		\$79,200						Scope includes 24' access road, 50'x50' concrete pad for loading area with canopy and closed spill prevention and pump out system. Also includes new entrance and security gate.
Study: EA for Freight and Logistics Access Corridor	2021	\$300,000	\$300,000	\$0		\$0						Conduct environmental investigation and develop NEPA documents to evaluate impacts of corridor construction to provide freight and logistical access to the Spaceport
Sub-Totals:		\$796,000	\$716,800	\$0	\$0	\$79,200	\$0	\$0	\$0	\$0	\$0	
Design and Construction: Reconstruct and Extend TW D		\$1,600,000	\$1,280,000	\$0				\$320,000				Removal of a very old and dangerous hangar on the airfield. Project includes removal of the facility, site grading, and capping utilities.
Design and Construct: Spaceport Apron		\$2,500,000	\$2,000,000	\$0				\$320,000	\$500,000			Phase 1 of RLV infrastructure development
Sub-Totals:		\$4,100,000	\$3,280,000	\$0	\$0	\$0	\$0	\$320,000	\$500,000	\$0	\$0	
Totals:		\$4,896,000	\$3,996,800	\$0	\$0	\$79,200	\$0	\$320,000	\$500,000	\$0	\$0	
Design and Construct: Space Perspective Development		\$22,000,000	\$22,000,000	\$0		\$0						Development project funded by Space Florida to develop a 120,000SF building to serve as a welcome center, R&D and balloon manufacturing facility for Space Perspective
Design and Construct: Rocket Engine Test Stand Improvements		\$300,000	\$240,000	\$0			\$60,000					Scope includes berms for blast mitigation and sound mitigation walls for sound attenuation
Sub-Totals:		\$22,300,000	\$22,240,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	
Totals:		\$27,196,000	\$26,236,800	\$0	\$0	\$79,200	\$60,000	\$320,000	\$500,000	\$0	\$0	