

BOCA RATON AIRPORT AUTHORITY MEETING AGENDA

Friday, November 16, 2018
Council Chambers – City Hall
201 W. Palmetto Park Road, Boca Raton, Florida

The Boca Raton Airport Authority Agenda will be considered by the Chair and Authority Members Friday, November 16, 2018 at 1 p.m. All requests to be placed on the agenda by the public must be submitted to the Executive Director, in writing, via the Agenda Request Form, at least twenty (20) days before the Authority meeting. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Authority. The Boca Raton Airport Authority reserves the right to not consider matters over which the Authority has no jurisdiction.

This meeting will be televised on Comcast channel 20 in the City of Boca Raton, and on AT&T U-Verse channel 99 throughout Palm Beach County and will be videotaped for broadcast at a later date. The meeting will also be streamed live to the Boca Raton Airport Authority Website, www.bocaairport.com and may also be heard on the radio on 1650 AM.

I. ROLL CALL

MITCHELL FOGEL	CHAIR
MELVIN POLLACK	VICE-CHAIR
RANDY NOBLES	SECRETARY/TREASURER
CHERYL BUDD	BOARD MEMBER
GENE FOLDEN	BOARD MEMBER
JAMES R. NAU	BOARD MEMBER
BOB TUCKER	BOARD MEMBER

II. APPROVAL OF MINUTES

Consider approval of Minutes for the Regular Meeting of October 17, 2018.

III. AGENDA CHANGES

IV. PUBLIC REQUESTS

If any member of the public wishes to provide comment on any item, the time to do so is now. Please complete a public comment card identifying the item upon

which you wish to be heard and provide it to Ms. Landers. The public comment cards are located in the lobby. Each member of the public wishing to comment will be provided with 5 minutes to do so. The Chair reserves the right to move the public comment opportunity on a specific agenda item to the point in the agenda when that item is to be considered and /or to extend the allotted time per speaker.

V. CONSENT AGENDA

VI. FEDERAL, STATE AND MUNICIPAL INPUT

VII. FINANCIAL REPORT

A. Presentation of the October Financial Report.

Consider a Motion for approval of the Financial Report for October 2018.

VIII. TENANT REPORTS AND REQUESTS

A. Signature Flight Support Special Event Request.

Consider Resolution No. 11-29-18 of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to host the Boca Chamber Professionals Under Forty (Pulse) Meets the Boca Chamber Board of Directors Event on January 15, 2019.

IX. EXECUTIVE DIRECTOR AND STAFF REPORTS

A. Noise Abatement/Operations Summary for the month of October 2018.

B. Community Engagement & Corporate Identity Program Update.

C. Airport Projects Update.

D. US Customs and Border Protection Construction Project – Proposed Settlement Agreement with West Construction, Inc.

Consider Resolution No. 11-30-18 of the Boca Raton Airport Authority approving Settlement with West Construction, Inc. relating to construction of the Customs and Border Protection Facility.

X. AUTHORITY BOARD MEMBER REQUESTS AND REPORTS

A. Executive Director Revised Annual Performance Evaluation Form.

XI. PUBLIC COMMENT

XII. OTHER BUSINESS

XIII. MISCELLANEOUS

The next meeting is scheduled for December 07, 2018 at 2:00 p.m. in the Boca Raton Council Chambers at City Hall.

XIV. ADJOURNMENT

Respectfully Submitted,
Clara Bennett
Executive Director

**Boca Raton Airport Authority
Meeting Minutes
October 17, 2018
Boca Raton City Hall – Council Chambers**

Chair Mitchell Fogel called the meeting to order at 6:00 P.M.

BOARD MEMBERS

Mitchell Fogel	Chair
Melvin Pollack	Vice-Chair
Randy Nobles	Secretary/Treasurer
Cheryl Budd	Board Member
Gene Folden	Board Member – Via Telephone
James R. Nau	Board Member
Bob Tucker	Board Member

COUNSEL

Amy Petrick, Esquire – Lewis Longman Walker

STAFF

Clara Bennett, Executive Director
Scott Kohut, Deputy Director
Travis Bryan, Operations Manager
Christine Landers, Business Manager
Robert Abbott, Operations Coordinator
William Urbanek, Operations Coordinator

The meeting was televised live and videotaped for broadcast at a later date. The meeting was also streamed live to the Boca Raton Airport Authority Website, www.bocairport.com and aired on the radio at 1650 AM.

APPROVAL OF MINUTES

A MOTION to approve the minutes of the September 26, 2018 Regular Meeting was made by Mr. Pollack and seconded by Mr. Tucker. The Motion was carried unanimously.

AGENDA CHANGES

There were no agenda changes.

CONSENT AGENDA

There were no items on the consent agenda.

FEDERAL, STATE AND MUNICIPAL INPUT

There was no Federal, State or Municipal Input.

PUBLIC REQUESTS

There were no public requests.

FINANCIAL REPORT

Mr. Kohut presented the Financial Report for September 2018.

A MOTION to approve the Financial Report for September 2018 was made by Ms. Budd and seconded by Mr. Pollack. The Motion carried unanimously.

TENANT REPORTS AND REQUESTS

There were no tenant reports or requests.

EXECUTIVE DIRECTOR AND STAFF REPORTS

Mr. Abbott presented the Noise Abatement/Operations Summary for the month of September 2018.

Mr. Pollack inquired about the overtime usage of the Customs and Border Protection facility and the number of flights clearing.

A discussion ensued.

Ms. Landers provided an update on the Community Outreach Program.

Ms. Bennett provided an update on the Boca Raton Airport Scholarship.

A MOTION to approve distribution of the budgeted \$25,000 to the George Snow Foundation for the BRAA Scholarship was made by Cheryl Budd and seconded by Mr. Tucker. The Motion carried unanimously.

Mr. Bryan provided an update on the current Airport Projects.

A discussion ensued.

Ms. Sharon H. Fowler, RLA, ASLA with Hauber Fowler & Associates, LLC provided an update on the design phase of the Airport Road Improvement Project.

A discussion ensued.

Mr. Pete Ricondo, Senior Vice President, Ricondo & Associates, Inc. provided a time line for the project.

AUTHORITY MEMBERS REQUESTS AND REPORTS

Ms. Bennett advised Board Members that the 2019 Board Schedule was included in their Board package and in 2019 there are no holiday concerns.

PUBLIC INPUT

There was no public input.

OTHER BUSINESS

Ms. Budd inquired about the next step in the Airport Road Project will be. Ms. Bennett replied that the plans will need to be drawn to the 30% level in order for FPL to initiate the design of the undergrounding of powerlines. Mr. Ricondo added that the overall project is expected to take approximately three years to complete.

Mr. Tucker inquired about the outcome of the Special Event held at the Airport at the beginning of the month. Ms. Bennett replied that she believed it had gone well, although she did not have an opportunity to follow up directly with Privaira.

Mr. Fogel inquired about the possibility of moving the December meeting to earlier in the month. Airport Management will investigate available options for the December Board meeting.

MISCELLANEOUS

The next regularly scheduled meeting is Friday, November 16, 2018 at 1:00 p.m. in the Boca Raton Council Chambers at City Hall.

ADJOURNMENT

Meeting adjourned at 6:58 p.m.

Mitchell Fogel, Chair

Date



Memo

To: Mitchell Fogel, Chair and Board Members
From: Ariadna Camilo, Finance and Administration Manager
Date: November 16, 2018
RE: **Financial Report – October 2018**

AGENDA ITEM – VII – A

Airport Management and the Secretary/Treasurer will provide an overview of the Financial Report for the one month ending October 31, 2018.

Total Operating Revenues as of October 31, 2018 were \$351,658 an increase of \$7,956 or 2.3% to budget. This increase in revenue year to date is attributable to modestly increased rent revenue.

Total Non-Operating Revenues and Capital Contributions as of October 31, 2018 were \$0.

Total Operating Expenses as of October 31, 2018 were \$275,449 a decrease of \$9,953 or 3.7% compared to budget. Significant variances in expenses compared to budget for the one month ending October 31, 2018 are as follows:

- Marketing expenditures are up \$43,449 or 285.5% to budget, primarily due to onetime donations made to the Civil Air Patrol and BRAA Scholarship Fund.
- Project expenditures are down \$42,205 or 99.8% to budget, primarily due to the timing of ATCT rehabilitation project.
- Legal Service expenditures year to date are detailed below, including a breakdown of costs for board member related matters and capital projects.

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
GENERAL	\$ 2,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,517
BOARD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CUSTOMS	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300

Total Capital Expenditures as of October 31, 2018 were \$105,973. The majority of Capital Expenditures were attributable to Task 41 – Security Enhancements of the Capital Improvement Program. Of the total \$105,973 in Capital Expenditures, \$1,300 were attributable to project-related legal fees, while \$11,070 were attributable to Capital Outlay.



Boca Raton Airport Authority
Income Statement: Budget Variance Summary
For the One Month Ending October 31, 2018
 (unaudited)

Summary Results

	FY 2019 Annual Budget	FY 2019 October Actual	FY 2019 October Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Operating Revenues	\$ 4,124,425	\$ 351,658	\$ 343,702	\$ 7,956	2.3%
Operating Expenses	\$ 3,185,957	\$ 275,449	\$ 265,496	\$ 9,953	3.7%
Operating Income/(Loss) before Depreciation	\$ 938,468	\$ 76,209	\$ 78,206	\$ (1,997)	-2.6%
Depreciation	\$ 1,641,650	\$ 136,804	\$ 136,804	\$ -	0.0%
Net Operating Income/(Loss)	\$ (703,182)	\$ (60,595)	\$ (58,599)	\$ (1,997)	3.4%
Non-Operating Revenues	\$ 405,932	\$ -			
Income/(Loss) before Capital Contributions	\$ (297,250)	\$ (60,595)			
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ -			
Change in Net Position	\$ 762,750	\$ (60,595)			



Boca Raton Airport Authority
Actual Revenue Results Versus Budget
For the One Month Ending October 31, 2018
(unaudited)

Revenue Summary

	FY 2019 Annual Budget	FY 2019 October Actual	FY 2019 October Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Rent Revenue	\$ 3,063,351	\$ 261,761	\$ 255,279	\$ 6,481	2.5%
Fuel Flowage Fees	\$ 700,000	\$ 55,137	\$ 58,333	\$ (3,197)	-5.5%
Customs Facility Revenue	\$ 165,000	\$ 17,528	\$ 13,750	\$ 3,778	27.5%
Interest Income	\$ 120,000	\$ 13,473	\$ 10,000	\$ 3,473	34.7%
Other Revenue	\$ 76,074	\$ 3,760	\$ 6,339	\$ (2,580)	-40.7%
Total Operating Revenues	\$ 4,124,425	\$ 351,658	\$ 343,702	\$ 7,956	2.3%
FDOT Grants	\$ 405,932	\$ -			
Non-Operating Revenues	\$ 405,932	\$ -			
FDOT Grants	\$ 910,000	\$ -			
FAA Grants	\$ 150,000	\$ -			
Capital Contributions from State and Federal Grants	\$ 1,060,000	\$ -			



Boca Raton Airport Authority
Actual Expense Results Versus Budget
For the One Month Ending October 31, 2018
(unaudited)

Expense Summary

	FY 2019 Annual Budget	FY 2019 October Actual	FY 2019 October Budget	Variance FY 2019 Actual vs. Budget	
				Dollars	Percent
Personnel Expenses	\$ 1,104,721	\$ 108,646	\$ 92,060	\$ 16,586	18.0%
Professional Services	\$ 178,500	\$ 2,598	\$ 14,875	\$ (12,277)	-82.5%
Office Operating Expenses	\$ 248,985	\$ 26,076	\$ 20,749	\$ 5,328	25.7%
Airport Operations	\$ 446,211	\$ 44,226	\$ 37,184	\$ 7,042	18.9%
Insurance Expense	\$ 153,147	\$ 13,139	\$ 12,762	\$ 377	3.0%
ATCT Facility	\$ 46,800	\$ 3,014	\$ 3,900	\$ (886)	-22.7%
Customs Facility	\$ 317,576	\$ 19,003	\$ 26,465	\$ (7,462)	-28.2%
Marketing & Special Events	\$ 182,602	\$ 58,666	\$ 15,217	\$ 43,449	285.5%
Projects	\$ 507,415	\$ 80	\$ 42,285	\$ (42,205)	-99.8%
Total Operating Expenses	\$ 3,185,957	\$ 275,449	\$ 265,496	\$ 9,953	3.7%
Capital Outlay	\$ 62,500	\$ 11,070			
Capital Improvement Program	\$ 1,300,000	\$ 94,903			
Total Capital Expenditures	\$ 1,362,500	\$ 105,973			



Boca Raton Airport Authority
Balance Sheet Summary
October 31, 2018
(unaudited)

Summary Results

ASSETS		LIABILITIES AND CAPITAL	
Current Assets		Current Liabilities	
Cash and Cash Equivalents	\$ 631,510	Accounts Payable	\$ 284,862
Receivables	\$ 123,957	Due to Other Governments	\$ 85,468
Due From Other Governments	\$ 439,282	Compensated Absences, short-term	\$ 29,306
Money Markets	\$ 101	Deferred Rent Income	<u>\$ 142,766</u>
Certificates of Deposit	\$ 7,489,398	Total Current Liabilities	\$ 542,403
Certificates of Deposit, Restricted	\$ 182,647	Non-Current Liabilities	
Other Assets	<u>\$ 178,127</u>	Security Deposits	\$ 167,879
Total Current Assets	\$ 9,045,021	Compensated Absences, long-term	<u>\$ -</u>
Non-Current Assets		Total Non-Current Liabilities	\$ 167,879
Rent Receivable	\$ 467,943	Total Liabilities	<u>\$ 710,282</u>
Capital Assets		Capital	
Land	\$ 1,791,886	Florida Operations Trust Fund	\$ 267,950
Avigation Easements	\$ 4,835,961	Retained Earnings	\$ 38,809,491
Project in Progress	\$ 17,104,429	Contributed Capital - Federal	\$ 317,029
Buildings	\$ 7,233,180	Contributed Capital - State	\$ 6,430,281
Land Procurement	\$ 955,070	Net Income	<u>\$ (60,595)</u>
Leasehold Improvements	\$ 8,220,981	Total Capital	\$ 45,764,155
Furniture, Fixtures, and Equipment	\$ 2,753,315	Total Liabilities & Capital	<u>\$ 46,474,438</u>
Infrastructure	\$ 14,161,489		
Less Accumulated Depreciation	<u>\$ (20,094,838)</u>		
Total Non-Current Assets	\$ 37,429,417		
Total Assets	<u>\$ 46,474,438</u>		



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Scott Kohut, Deputy Director

Date: November 16, 2018

RE: **Signature Flight Support – Boca Chamber Professionals Under Forty (PULSE) Meets the Boca Chamber Board of Directors**

AGENDA ITEM – VIII - A

Airport Management has received a request from Signature Flight Support to host the Boca Chamber Professionals Under Forty (Pulse) Meets the Boca Chamber Board of Directors networking event on January 15, 2019. This reception style event will be held in hangar one on Signature's leasehold and will have about 60 people in attendance.

Airport Management will work with Signature Flight Support to ensure that safety and security plans for the event are adequate and that all vendors meet the Authority's insurance requirements.

Airport Management recommends approval of Resolution No. 11-29-18 of the Boca Raton Airport Authority authorizing conditional approval for Signature Flight Support Corporation to host the Boca Chamber Professionals under Forty Meets the Boca Chamber Board of Directors network event on January 15, 2019 contingent upon receipt of a certificate of insurance and endorsements in accordance with the Authority's Minimum Standards and submission of applicable safety, security, and barricade plans.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION 11-29-18

A Resolution of the Boca Raton Airport Authority conditionally approving the request of Signature Flight Support Corporation to host the Boca Chamber Professionals Under Forty (Pulse) Meets the Boca Chamber Board of Directors Event on January 15, 2019.

WHEREAS, The Boca Raton Airport Authority Act, Laws of Florida, provides that the Boca Raton Airport Authority (the "Authority") shall have jurisdiction over the operation, maintenance of, and improvements to the Boca Raton Airport (the "Airport");

WHEREAS, Signature Flight Support Corporation ("Signature"), is a fixed base operator at the Airport pursuant to a Sublease with Premier Aviation of Boca Raton, LLC;

WHEREAS, the Authority received a letter from Signature (the "Request") requesting permission of the Authority to host Boca Chamber Professionals under Forty Meets the Boca Chamber Board of Directors network event (the "Event") at the Airport January 15, 2019;

WHEREAS, the Event will provide professionals in their 20s and 30s with the opportunity to network with the Boca Chamber Board of Directors PULSE Committee; and

WHEREAS, the Authority desires to conditionally approve the Request, subject to and contingent upon receipt of insurance policies or endorsements consistent with the Minimum Standards and Rules and Regulations of the Boca Raton Airport, and submission of applicable safety, security and barricade plans (collectively, the "Conditions").

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF NOVEMBER 2018, AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated as the legislative intent of the Authority.**
- 2. The Authority hereby conditionally approves the Request, subject to satisfaction of the Conditions.**
- 3. The Authority hereby authorizes the Executive Director to issue a letter of authorization for the Event upon satisfaction of the Conditions.**
- 4. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to effectuate the intent of this Resolution Number 11-29-18.**
- 5. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution Number 11-29-18.**

ADOPTED by the Boca Raton Airport Authority, this 16th day of November 2018.

ATTEST:

BOCA RATON AIRPORT AUTHORITY:

**Randy Nobles
Secretary & Treasurer**

**Mitchell Fogel
Chair**



Signature Flight Support - BCT
3300 Airport Road
Boca Raton Airport
Boca Raton, FL 33431
T +1 561 955 9556

6 November 2018

Mrs. Clara Bennett
Executive Director
Boca Raton Airport Authority
903 N.W. 35th Street
Boca Raton, FL 33431

Dear Clara,

Signature Flight Support would be honored to host the Boca Chamber Professionals Under Forty (PULSE) Meets the Boca Chamber Board of Directors event on 15 January 2019. We will offer use of our Hangar 1 facility from 1730 – 1930 and will allow time before the event for staging of tables, chairs, A/V equipment, etc...as well as time after the event for breakdown and cleanup.

The event will be a light cocktail reception style event and we anticipate approximately 90 attendees from the Boca Chamber Board of Directors, PULSE Committee which I serve and other Chamber business members.

The Certificate of Insurance naming both Signature Flight Support and the Boca Raton Airport Authority as additional insured will be provided prior to the event and Signature Flight Support will provide BRAA a Security & Safety Plan in advance of the planned date of the event.

Should you require additional information, please feel free to contact me at 561 226 3714.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry Madolid".

Garry Madolid
Station Manager
Signature Flight Support



SignatureFlight.com



Memo

To: Mitchell Fogel, Chair and Authority Members

From: Robert Abbott, Operations Coordinator

Date: November 16, 2018

RE: **Operations and Noise Abatement Report, October 2018**

AGENDA ITEM – IX - A

Airport Management provides an overview of the Noise Abatement/Operations Summary for the month of October. This report is derived from the Air Traffic Control Tower operations report. These operations do not include nighttime flights, as the Air Traffic Control Tower is closed from 11:00 pm - 7:00 am.

During the month of October 2018 there were 6,622 operations reported by the Tower, which is twenty-one percent (21%) more than the operations reported in October 2017.

Deliveries of Jet A fuel to the Airport in October were two percent (2%) less than October of the previous year. Avgas deliveries had little change from October of the previous year.

There were forty-six (46) noise calls by four (4) different households received on the Airport Authority Noise Hotline during the month of October 2018.

During the month of October 2018, sixty-two (62) aircraft cleared Customs from twelve (12) different countries. In addition, two (2) passengers on board two (2) vessels cleared in the month of October.

BOCA RATON AIRPORT AUTHORITY

OPERATIONS AND NOISE ABATEMENT REPORT



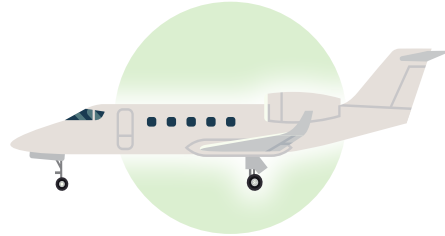
OCTOBER
2018

OCTOBER 2018

OPERATIONS REPORT



40%
TRAINING



27%
IFR



33%
VFR

OPERATIONS BREAKDOWN

Chart 1: Breakdown of last month's operations based on type of operation (ex. Training, Instrument Flight Rules, Visual Flight Rules). An operation is counted as an arrival or a departure, a touch-and-go operation counts as two operations.



5,478
OCTOBER 2017

6,622
OCTOBER 2018

TOWER OPERATIONS

1 PLANE = 600 OPERATIONS

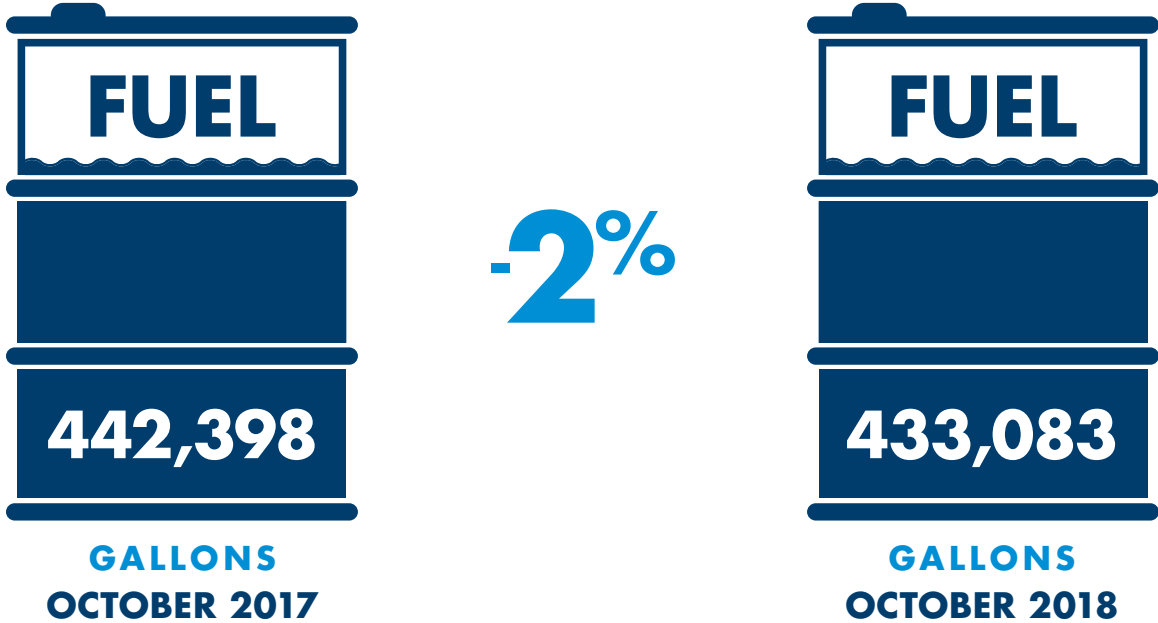
Chart 2: October 2018 operations compared to October 2017 tower operations.

ABBREVIATIONS:

*IFR (Instrument Flight Rules): Planes flying on an instrument flight plan - Primarily jets. VFR (Visual Flight Rules): - Primarily propeller aircraft.
TFR (Temporary Flight Restriction): Airspace flight restriction imposed by the Federal Aviation Administration (FAA) when there is a government VIP or special event in the area.*

OCTOBER 2018

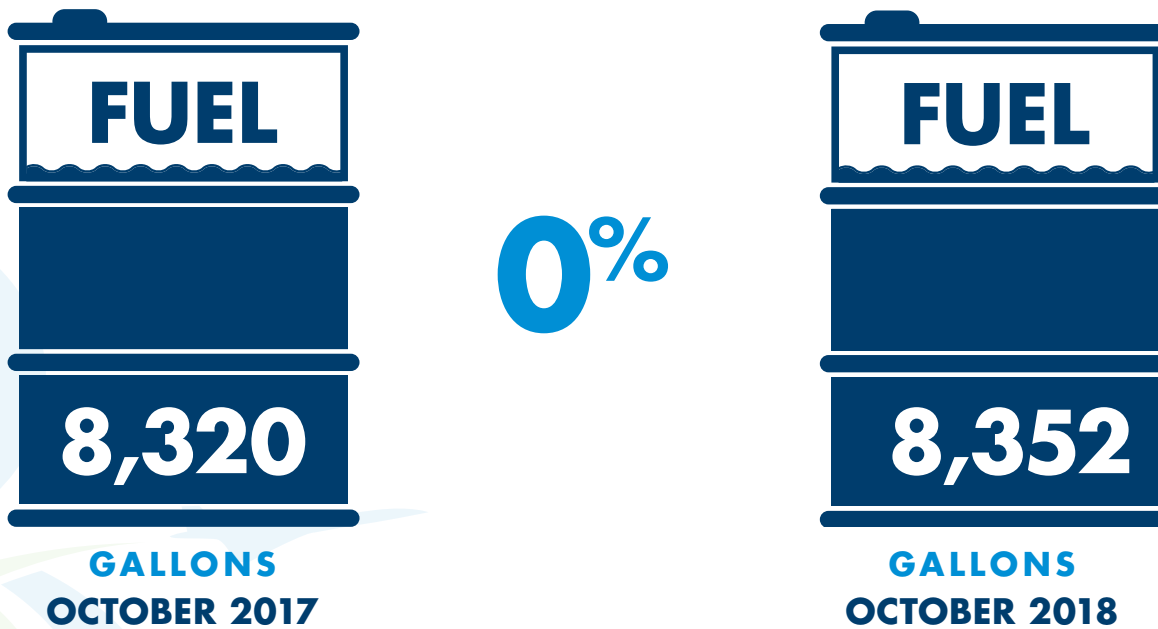
OPERATIONS REPORT



JET A FUEL REPORT

Jet A: Aviation fuel designed for use in aircraft powered by gas-turbine engines (jet aircraft).

Chart 3: Month of October 2018 deliveries of Jet A in gallons compared to October 2017 deliveries of Jet A.



AVGAS FUEL REPORT

Avgas: Aviation gasoline designed for use in piston-engine aircraft.

Chart 4: Month of October 2018 deliveries of Avgas in gallons compared to October 2017 deliveries of Avgas.

OCTOBER 2018

NOISE ABATEMENT REPORT

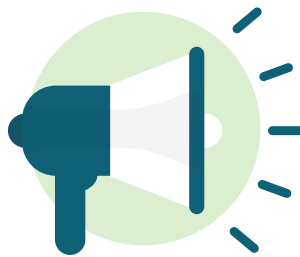
NOISE CONCERNS PER QUADRANT



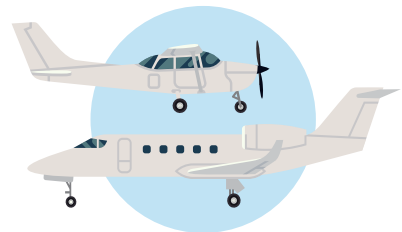
Chart 5: Noise concerns submitted via telephone, email, or on our website are tracked by quadrant where the noise concern occurred in relation to the airport.



0%
TFR



100%
NOISE



100
TRAFFIC

TYPE OF CONCERN

Chart 6: Type of noise concern and/or if it occurred during a Temporary Flight Restriction (TFR).

OCTOBER 2018

NOISE ABATEMENT REPORT

NOT FOLLOWING **VOLUNTARY**
CURFEW PROCEDURES

7

OPERATIONS



0%

DURING **TFR**

0 OUT OF 7

Chart 7: A voluntary curfew violation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00 without prior notification to the airport. Voluntary curfew violators are notified of their violation via letter, email, or phone to inform them of the noise sensitivity of our community and to encourage them to operate outside our voluntary night curfew hours. Voluntary curfew operations that occurred during a TFR is also tracked.

OCTOBER 2018

NOISE ABATEMENT REPORT

NIGHT OPERATIONS BY HOUR

OPERATIONS - MONTHLY CUMMULATIVE TOTAL

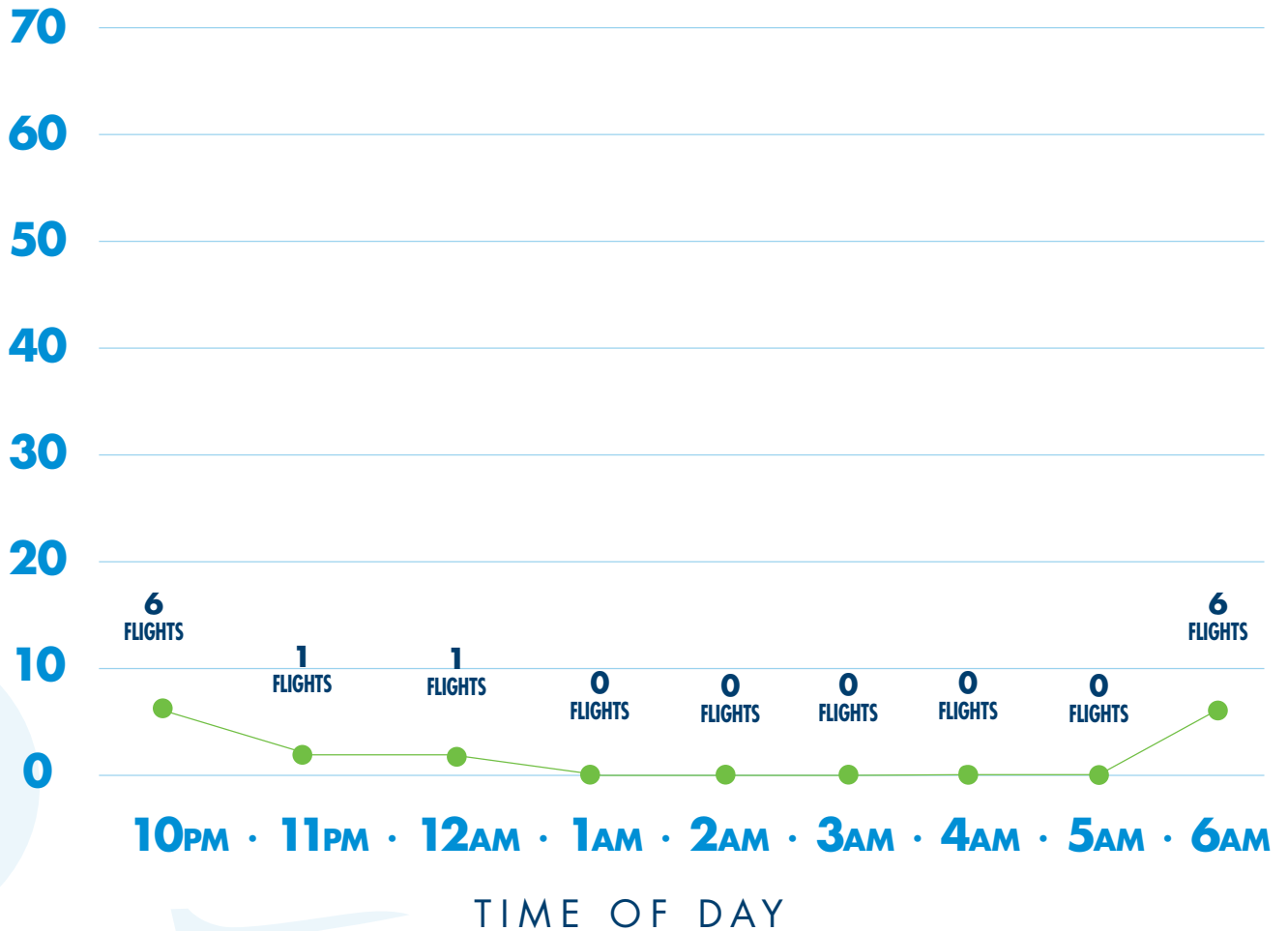


Chart 8: A voluntary curfew operation is an operation that occurred during our voluntary night curfew from 22:00 – 07:00. Chart breaks down the number of operations per hour during the voluntary curfew period in October 2018.

OCTOBER 2018

NOISE ABATEMENT REPORT

RUNWAY DEPARTURE HEADING BY DIRECTION

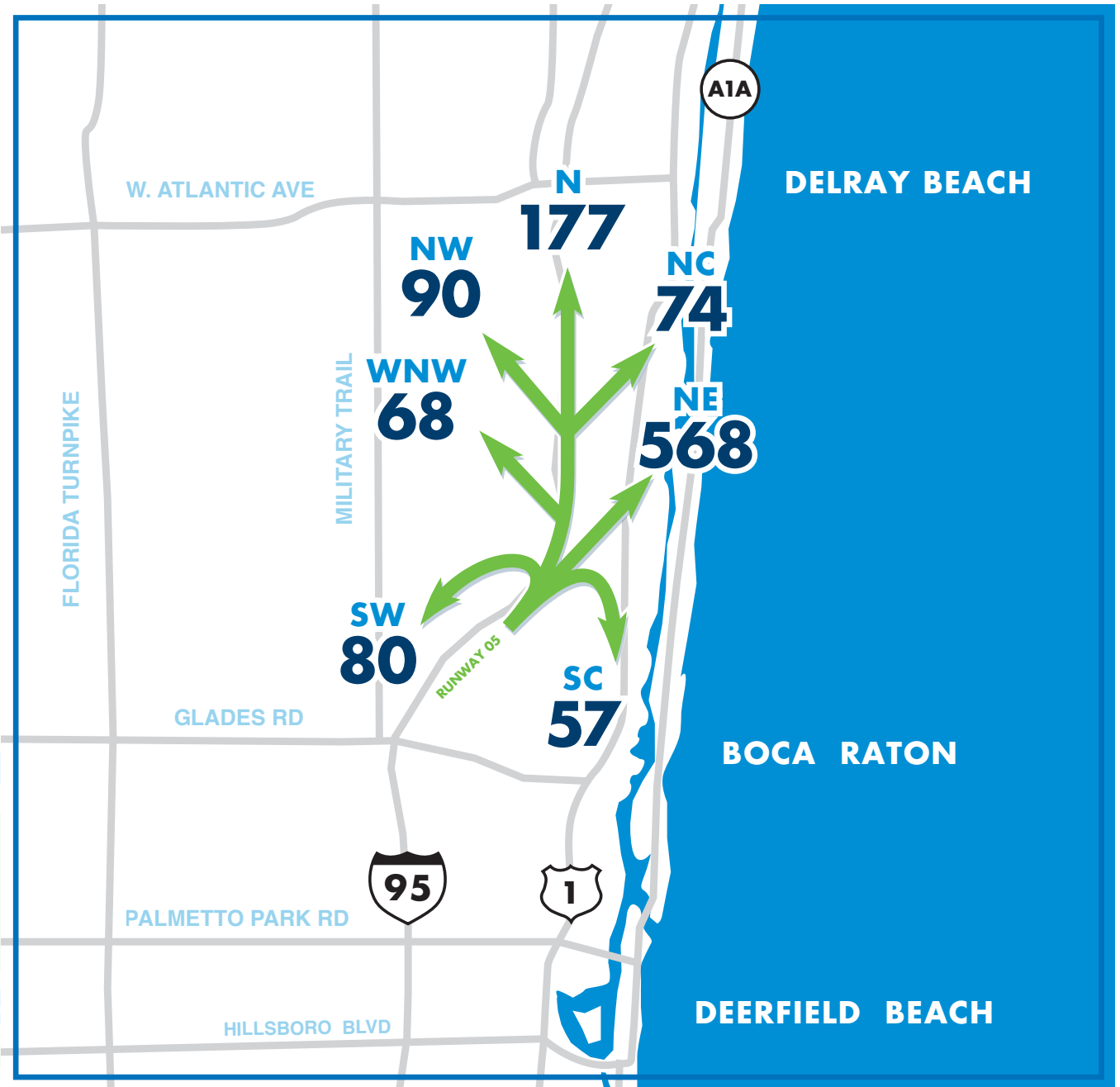


Chart 9: Departure heading is the direction an aircraft flies after taking off. Departure headings are assigned by the Tower to aircraft prior to departure. This chart does not include helicopter operations.

OCTOBER 2018

NOISE ABATEMENT REPORT

NOISE ABATEMENT CALLS

First Name	Last Name	Community	Quadrant	A/D/O/T	Runway	Aircraft Category	Tail/Flight Number	Aircraft Type	Concern	TFR Related?	Calls Received
Ross	Rosenburg	Wimbledon Villas	C	N/A	N/A	N/A	N/A	N/A	Noise, Traffic	No	43
Valerie	Rhein	N/A	B	T	5	P	N/A	N/A	Noise, Traffic	No	1
Edward	Jensen	N/A	B	D	5	N/A	N/A	N/A	Noise, Traffic	No	1
Sandra	Hammer	N/A	D	D	23	N/A	N/A	N/A	Noise, Traffic	No	1

OCTOBER 2018

CUSTOMS OPERATIONS REPORT



**FLIGHTS &
OPERATIONS**



PASSENGERS

Charts 10 & 11: Total operations ran and total passengers during the month of October 2018.

OCTOBER 2018

CUSTOMS OPERATIONS REPORT



VESSELS

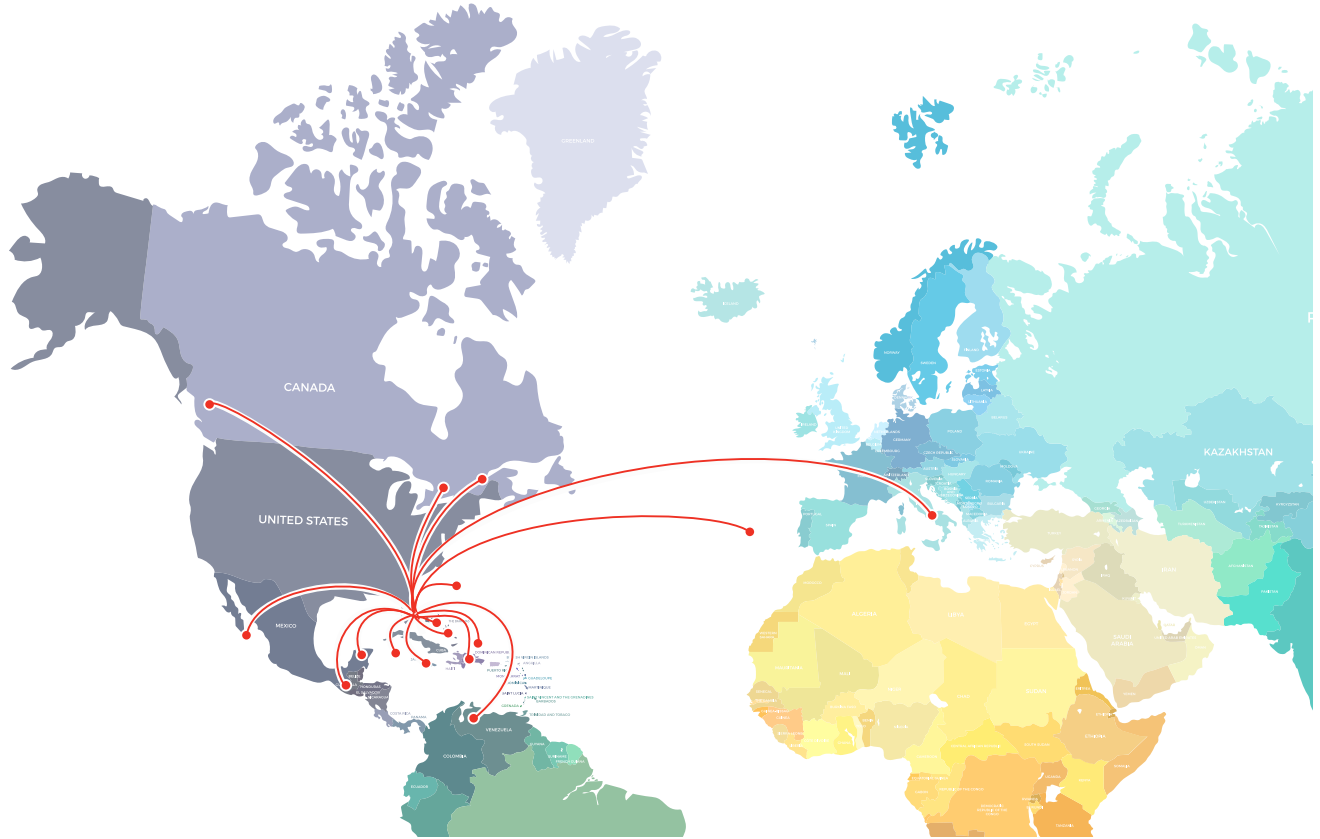


PASSENGERS

Charts 12 & 13: Total operations ran and total passengers during the month of October 2018.

OCTOBER 2018

CUSTOMS OPERATIONS REPORT

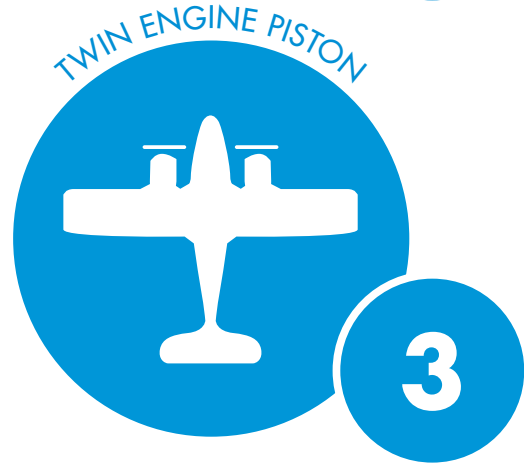
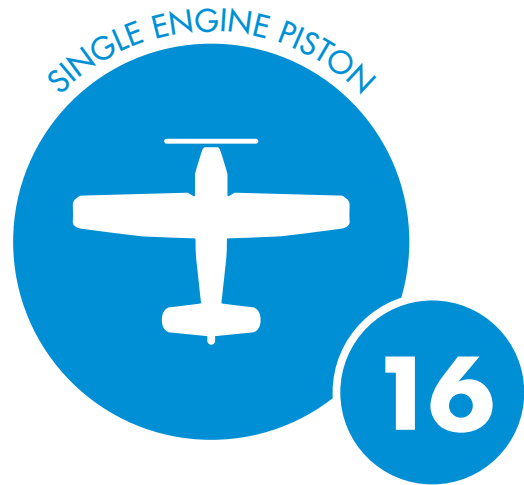


Country	No. of Flights
Bahamas	37
Canada	7
Turks and Caicos	4
Dominican Republic	3
Mexico	3
Bermuda	3
Venezuela	2
Cayman Islands	1
Guatemala	1
Italy	1
Jamaica	1
Portugal	1

Charts 14: Total flights into BCT mapped by country of the flight's origin.

OCTOBER 2018

CUSTOMS OPERATIONS REPORT



Charts 15: Total operations by type of aircraft.



Memo

To: Mitchell Fogel, Chair and Board Members

From: Christine Landers, Business Manager

Date: November 16, 2018

RE: **Corporate Identity and Community Engagement Program Update**

AGENDA ITEM – IX – B

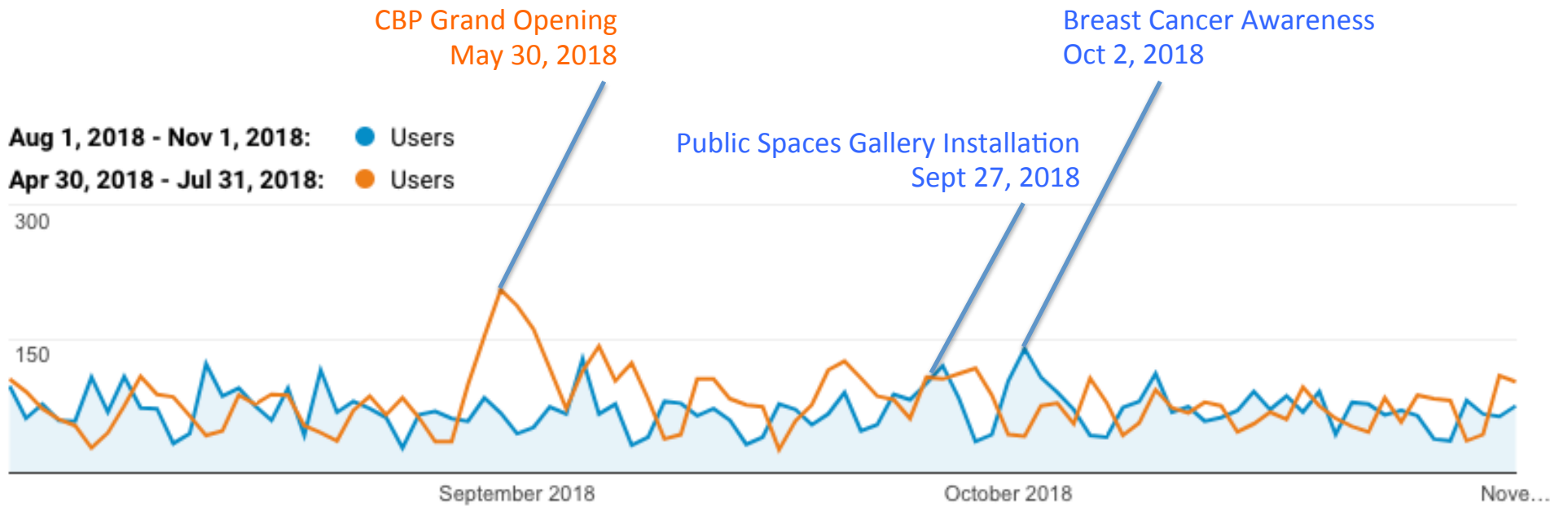
Mr. Michael Schneider with Pace Advertising will present the quarterly update on the Corporate Identity and Community Engagement Program.



WEBSITE ANALYTICS

PR EFFORTS AND OUTREACH

Website Analytics – Visitor Traffic



Analysis - Web traffic remains consistent, and reacts positively to public relations and engagement initiatives.



PUBLIC SPACES | GALLERY INSTALLATION

PR EFFORTS AND OUTREACH

SCOPE

- To engage our local student community by facilitating a 3-location art installation on airport property

TARGETING

- Primary – Students interested in aviation and also students interested in the arts
- Secondary – Boca Raton neighboring communities and the aviation travelers and professionals that utilize the FBOs and CBP



PROCESS

- **The students of St Andrew School in Boca Raton, designed and created paper mache planes to match their personalities and interests.**

The planes are on display in the lobbies of the Airport's two FBOs – Atlantic Aviation and Signature Flight Support. The third installation will occur at Customs and Border Protection facility in the coming weeks.



RESULTS

- The initiative has garnered very positive engagement and a continuation of the program. Currently we are promoting the program to the media for coverage on the 3rd installation.
- This program presents an opportunity to further engagement with other school art programs, as a rotating exhibit.
- Local Reach of Voice

 **Boca Raton Airport**
Published by Michael Schneider [?] · October 1 · 🌐

Inspired paper maché planes have been installed as part of an art exhibit provided by Saint Andrew's School students. It is currently on display in the lobbies of the Airport's two Fixed Base Operators (FBOs) — Atlantic Aviation Bct and Signature Flight Support BCT - Boca Raton Airport, and will soon be on display in the new U.S. Customs and Border Protection (CBP). Be sure to read about the exhibit and swing by the FBO lobbies to see these works of art.



BOCAAIRPORT.COM
Boca Raton Airport Showcases Aviation-Inspired Artwork from Saint Andrew's... [Learn More](#)

Performance for Your Post

3,873 People Reached

32 Likes, Comments & Shares 

25 Likes	21 On Post	4 On Shares
--------------------	----------------------	-----------------------

5 Comments	4 On Post	1 On Shares
----------------------	---------------------	-----------------------

2 Shares	2 On Post	0 On Shares
--------------------	---------------------	-----------------------

68 Post Clicks

0 Photo Views	33 Link Clicks	35 Other Clicks 
-------------------------	--------------------------	---

NEGATIVE FEEDBACK

1 Hide Post **1** Hide All Posts

0 Report as Spam **0** Unlike Page

Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.



BREAST CANCER AWARENESS MONTH

PR EFFORTS AND OUTREACH

SCOPE

- Promote Breast Cancer Awareness month in an effort to maintain community engagement and promote healthy medical decisions.

TARGETING

- Primary – Women in the aviation industry whether on the airfield or engaged in airport activities.
- Secondary – General Boca Raton community



SAVE THE DATE

THE KATHRYN KRICKSTEIN PRESSEL
MAMMOVAN
— IS COMING TO THE —
**BOCA RATON AIRPORT
CUSTOMS AND BORDER
PROTECTION FACILITY**

SAT. OCTOBER 13
8 AM - 2 PM · 3694 AIRPORT ROAD, BOCA RATON FL

Early detection is essential to beating breast cancer. October is Breast Cancer Awareness month, making it the perfect time to get screened. Schedule your mammogram with the Boca Raton Regional Hospital and the Kathryn Krickstein Pressel MammoVan.



Mammograms are 100% covered by insurance

Financial assistance is available for those in need*
*To apply for financial assistance, contact Troy Bingham at 561-955-4294

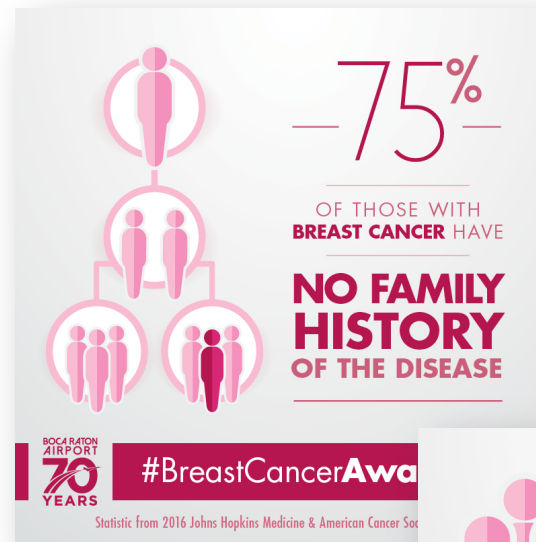
CALL 561.955.4700 OR VISIT BRRH.COM/MAMMOVAN
TO SCHEDULE YOUR APPOINTMENT

 Presented by the Boca Raton Regional Hospital
Hosted by the Boca Raton Airport Authority 



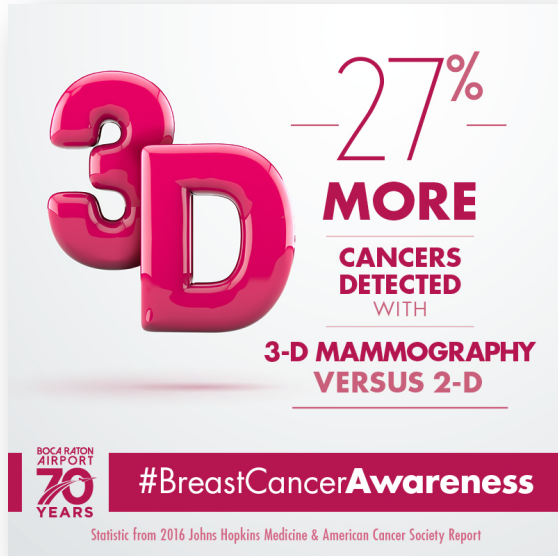
PROCESS

- Scheduling the mobile mammography bus from Boca Raton Regional Hospital
- Eblast, flyers and posters provided to promote the awareness campaign and encourage signups for the screenings
- Pre-event press release to local and industry outlets



RESULTS

- This awareness campaign had a Local Reach of Voice and was featured by the following media outlets.



- BocaTribune.com – online and in print
- AmercianTowns.com - online
- Patch.com - online
- Calendar Listings:
 - PalmBeachPost.com
 - BocaMag.com
 - Eventbrite.com
 - Eventful.com
 - Patch.com
 - TheCoastalStar.com
 - TCPalm.com
 - AmericanTowns.com





TENANT TRICK OR TREAT

PR EFFORTS AND OUTREACH

SCOPE

- Boca Raton Airport Staff delivering treats and engaging tenants on and off the airfield

TARGETING

- All tenants on airport property



PROCESS

- Ariadna and Christine dressed in costume to deliver branded treat bags to the tenants.
- They documented all the interactions with pictures.
- These pictures were displayed on Facebook and on the website as a news article post.



RESULTS

- **Happy tenants and positive engagement with tenants that would not normally interact with airport staff.**





CITY OF BOCA CELEBRATES VETRANS DAY

PR EFFORTS AND OUTREACH

SCOPE

- Boca Raton Airport has participated as a sponsor for the City of Boca Raton's annual Veterans Day Celebration

TARGETING

- General Boca Raton community and Veterans area wide



A vertical poster for Veterans Day events. At the top, three stars contain the text 'FREE EVENTS', 'RESOURCES FOR VETERANS', and 'FAMILY FUN'. Below this, the text reads 'VETERANS DAY CEREMONY' in large, bold, orange letters, followed by 'COUNTRESS DE HOERNLE PARK' in white. The date 'SUNDAY NOV 11' is in white, with the tagline 'come and join us to honor those who served' in smaller white text. Below that, '9am to 11am' is in white, followed by a star icon and 'special military tribute free breakfast for vets'. A row of ten small white stars separates this from the next section. The text 'VETERANS DAY CONCERT' is in large, bold, orange letters, followed by 'MIZNER PARK AMPHITHEATER' in white. The date 'SUNDAY NOV 11' is in white, with the tagline 'enjoy a live concert under the stars' in smaller white text. Below that, '7pm to 9pm' is in white, followed by a star icon and 'featuring FAU's florida wind symphony'. At the bottom, the City of Boca Raton Recreation Services logo is on the left, and the text 'for more information, visit myboca.us/specialevents' is on the right.

RESULTS

- **This report has been prepared prior to the Veterans Day Event.**
- **Updates will be included on the Nov 16th presentation.**

REACH





UPCOMING EVENTS

PR EFFORTS AND OUTREACH

Toys for Tots



TOYS FOR TOTS
U.S. MARINE CORPS RESERVE

NOW COLLECTING
UNWRAPPED
TOYS

NOV. 1 THROUGH **DEC. 3**
BRAA ADMINISTRATION BUILDING
903 NW 35TH STREET, BOCA RATON, FL 33431

BOCA RATON AIRPORT
70 YEARS

OR VISIT ONE OF OUR TENANT DROP-OFF LOCATIONS

ATLANTIC Signature FLIGHT SUPPORT PRIVAIRA
BAM RIMx FAIRFIELD INN & SUITES Marriott

561.391.2202 • BOCAAIRPORT.COM

Boca Raton Holiday Parade





Memo

To: Mitchell Fogel, Chair and Board Members
From: Travis Bryan, Operations Manager
Date: November 16, 2018
RE: **Airport Projects Update**

AGENDA ITEM – IX – C

Runway Rejuvenator Project:

This project encompasses rubber removal, asphalt pavement rejuvenation, and markings application for Runway 5/23. The Runway was last repaved in 2009 and application of an asphalt rejuvenation product at the midpoint of the expected lifespan is advisable to ensure that Runway pavement reaches its full expected life. Weekley Asphalt Paving Inc. began work on October 1st and is expected to complete the project in the upcoming days.

ATCT Rehabilitation:

This project encompasses the replacement of existing glass in the Air Traffic Control Tower cab with new impact resistant glazing. Additional funding from the Florida Department of Transportation was recently approved so as to better match engineering cost estimates. The Invitation to Bid closed on November 6th with no bids received. Airport Management will repackage the project scope to include additional work that may encourage responses.



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: November 16, 2018

RE: **US Customs and Border Protection Construction Project – Proposed Settlement Agreement with West Construction, Inc.**

AGENDA ITEM - IX - D

Airport Management and Airport Legal Counsel recommend approval of Resolution No. 11-30-18 authorizing execution of the attached Settlement with West Construction, Inc. relating to construction of the Customs and Border Protection Facility.

BOCA RATON AIRPORT AUTHORITY

RESOLUTION NO. 11-30-18

A Resolution of the Boca Raton Airport Authority Approving Settlement with West Construction, Inc. relating to construction of the Customs and Border Protection Facility

WHEREAS, Boca Raton Airport Authority (“BRAA”) issued an Invitation to Bid, designated BRAA Invitation to Bid No. 2016-001, for construction contracting services relating to the construction of the Customs and Border Protection Facility (“the Project”); and

WHEREAS, West Construction, Inc., (“West”) submitted a bid for the work identified in BRAA Invitation to Bid No. 2016-001 on or about April 21, 2016, and was awarded a contract to perform the construction contracting services in the amount of \$4,336,000.00 (four million three hundred thirty six thousand dollars) on or about June 20, 2016 (“the Contract”); and

WHEREAS, certain controversies have arisen with respect to the performance and payment under the Contract; and

WHEREAS, West made a written claim dated June 27, 2018, to BRAA, seeking additional time, both compensable and non-compensable, and additional costs, under the Contract; and

WHEREAS, the parties have exchanged correspondence regarding the claims, and sought a written determination from the Project Consultant, Ricondo & Associates; and

WHEREAS, BRAA sent West a check representing what BRAA considered to be final payment of all outstanding monies owed on the Contract consistent with the Project Consultant’s written determination; and

WHEREAS, West advised BRAA in writing on October 27, 2018 and November 2, 2018, that it claimed a right to additional compensation; and

WHEREAS, the parties have tentatively negotiated a proposed settlement, reflected in the Settlement Agreement attached hereto as Exhibit A, in an attempt to amicably resolve the controversies without the need for litigation; and

WHEREAS, under the proposed Settlement Agreement, BRAA will provide additional compensation to West in the amount of Ninety Thousand Six Hundred Eighty-Eight Dollars and No Cents (\$90,688.00) in full and final satisfaction of the Contract;

WHEREAS, through execution of the Settlement Agreement, West will release all claims that it has made or it could have made against BRAA, its agents, employees, and officers relating to the Project or the Contract; and

WHEREAS, the tentative settlement agreement requires Board approval to become effective.

NOW THEREFORE BE IT RESOLVED BY THE BOCA RATON AIRPORT AUTHORITY, BOCA RATON, FLORIDA, IN PUBLIC MEETING DULY ASSEMBLED, THIS 16th DAY OF NOVEMBER 2018, AS FOLLOWS:

1. The foregoing recitals are hereby incorporated into this resolution as the legislative intent of the Authority.
2. The Authority hereby approves of the Settlement Agreement, attached hereto as Exhibit A.
3. The Authority hereby authorizes the Executive Director and Airport Legal Counsel to do all things necessary or prudent to execute the Settlement Agreement and perform the tasks contemplated therein.
4. The Authority hereby authorizes the Chair or Vice-Chair to execute Resolution No. 11-30-18.

ADOPTED by the Boca Raton Airport Authority, this 16th day of November 2018.

ATTEST:

**BOCA RATON AIRPORT
AUTHORITY**

**Randy Nobles
Secretary Treasurer**

**Mitchell Fogel
Chair**

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Agreement") is hereby entered into this _____ day of _____, 2018, by and between West Construction Inc., ("West" or "Contractor") an Florida corporation whose principal business address is 318 South Dixie Highway, Suite 4-5, Lake Worth, Florida; and the Boca Raton Airport Authority ("BRAA"), a body politic and corporate and an independent special district of the State of Florida, created and authorized pursuant to Chapter 2004-468, Laws of Florida.

WHEREAS CLAUSES

WHEREAS, Boca Raton Airport Authority issued an Invitation to Bid, designated BRAA Invitation to Bid No. 2016-001, for construction contracting services relating to the construction of the Customs and Border Protection Facility ("the Project"); and

WHEREAS, West submitted a bid for the work identified in BRAA Invitation to Bid No. 2016-001 on or about April 21, 2016; and

WHEREAS, West was identified as the lowest responsive and responsible bidder and awarded a contract to perform the construction contracting services in the amount of \$4,336,000.00 (four million three hundred thirty six thousand dollars) on or about June 20, 2016 ("the Contract"); and

WHEREAS, certain controversies have arisen with respect to the performance and payment under the Contract; and

WHEREAS, West made a written claim dated June 27, 2018, to BRAA, seeking additional time, both compensable and non-compensable, and additional costs, under the Contract; and

WHEREAS, BRAA staff responded on July 6, 2018, in writing with an offer of additional time, which was partially rejected by West; and

WHEREAS, BRAA submitted the disputed claim to the Project Consultant, Ricondo & Associates, for review and a written determination, pursuant to Section 12.2 of the Contract; and

WHEREAS, the Project Consultant responded to the parties in writing on October 5, 2018; and

WHEREAS, BRAA sent West a check purporting to be final payment of all outstanding monies owed on the contract consistent with the Project Consultant's written determination; and

WHEREAS, West advised BRAA in writing on October 27, 2018 and November 2, 2018, that it claimed a right to additional compensation; and

WHEREAS, the parties seek to resolve the outstanding claims without the time and expense for litigation.

NOW THEREFORE, NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation by Reference.** The above recitals are true and correct and are incorporated herein by reference.

2. **Execution of the Agreement by the Parties and Effective Date.** The Agreement shall be executed first by West Construction and then by BRAA, upon approval by the BRAA's Board at a public meeting. The Agreement shall become effective on the date the Agreement is executed by the BRAA's Board, if approved. West Construction expressly acknowledges that this Settlement Agreement is contingent upon the approval by the BRAA Board.

3. **Settlement Payment by BRAA to West.** Within fifteen (15) business days of the Effective Date, BRAA shall cause an additional one-time payment to be made to West in the sum of Ninety Thousand Six Hundred Eighty-Eight Dollars and No Cents (\$90,688.00)(the "**Settlement Payment**"). The Settlement Payment shall represent full and final satisfaction of all monies owed by BRAA to West. West acknowledges and agrees that other than the Settlement Payment, all amounts due and owing to West by BRAA under the contract have been paid and it shall **not** be entitled to receive from BRAA any other payment or consideration under the terms of the Contract, either for itself or for any other entity, including without limitation subcontractors, employees, consultants, and vendors.

4. **Release of BRAA.** Effective upon the Effective Date, West, on behalf of itself, its successors and assigns, and any parties claiming by, through, or under it, hereby irrevocably, unconditionally and fully releases, acquits, and forever discharges BRAA, its employees, officers, and agents (collectively, the "**BRAA Releasees**") from any and all past and present actions, causes of action (whether common law, statutory or other, and whether at law or in equity), rights, claims, obligations, liabilities, losses, lawsuits, controversies, contracts, accounts, debts, damages (including pecuniary, non-pecuniary, special, punitive and compensatory damages), penalties, fines, demands, covenants, guarantees, promises, agreements (both express and implied), warranties (both express and implied), costs, interest, attorney's fees, injuries, controversies and any other losses, damages and expenses of every kind, character and nature whatsoever, whether known or unknown, accrued or unaccrued, discoverable or undiscoverable, at law or in equity, which the West has, had or will have against the BRAA Releasees (whether individually or together) on account of, arising or resulting from, or in any manner incidental to the Project and/or the Contract. West covenants and agrees that it will not at any time hereafter attempt to assert a claim against the BRAA Releasees, nor cause any claims to be made in any court or other forum against the BRAA Releasees, for any matter within the scope of this release. This release shall not include and does not affect any Party's obligations under this Agreement. Notwithstanding anything to the contrary herein, West's release is contingent upon receiving the Settlement Payment.

5. **Release of West.** Effective upon the Effective date, and except for its rights and obligations under this Agreement and ongoing rights and obligations under the Contract including, but not limited to, any warranty obligations, BRAA hereby unconditionally and irrevocably releases and discharges West and its heirs, executors, administrators, successors, assigns, affiliates, subsidiaries, agents, parents, officers, directors, partners, employees (“West Related Entities”), from any and all known actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, obligations, rents, contracts, invoices, controversies, agreements, promises, variances, trespasses, damages, liabilities, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether liquidated or unliquidated, which BRAA ever had, now has or hereafter can, shall or may have against West from the beginning of the world to the date of this Agreement, except such claims, including without limitation claims related to construction defects or other claims arising from the performance of West and/or West Related Entities pursuant to the Contract, the existence of which are not presently known to BRAA and are not reasonably discoverable by BRAA through the exercise of due care. Further, this release shall not include and does not affect BRAA’s right to assert claims against warranties that may have been issued by West or West Related Entities. Moreover, this release shall not include and does not affect any Party’s obligations under this Agreement and/or any of West’s obligations under the Contract that arise or may arise after the Effective Date of this Agreement.

6. **Ongoing Obligations Under the Contract.** West acknowledges and agrees that it remains obligated to complete all reporting requirements set forth in the Contract. West agrees to complete its obligations regarding any and all reporting requirements, including without limitation disadvantaged business enterprise (“DBE”) reporting requirements, as set forth in the Contract. West further agrees that it will use its best efforts to assist BRAA with any and all reporting, document production, or auditing response required to comply with applicable, government grant assurances.

7. **No Assignment of Claims.** Each Party declares that he/she/it has not heretofore assigned to any other person, corporation, entity, or party all or any portion of any claim or claims that he/she/it may now have, may have had at any time heretofore, or may have at any time hereafter, arising from or relating to any matter relating to this Agreement, including, without limitation, any and all claims arising out of or relating in any manner to the Project or the Contract, and any and all claims which were raised or could have been raised in relation to the Project or the Contract, all of which claims are made subject to the releases contained in Section 4 of this Agreement.

8. **No Admission of Liability.** It is expressly understood and agreed that this Agreement and the consideration contemplated herein is to compromise disputed claims and avoid litigation, and that no statement made in this Agreement, or payment, or release or other consideration given in or pursuant to this Agreement, shall be construed as an admission of liability by any of the Parties hereto of any kind or nature. Any and all such allegations of liability are expressly denied.

9. **Competence of the Parties; Knowing and Voluntary Agreement.** The Parties hereby acknowledge and represent that they have been fully advised by their legal counsel of their rights and responsibilities under this Agreement and that they have read and understand completely

the contents hereof, and that they have independently made their own analysis and decision to enter into this Agreement and have voluntarily executed same.

10. Authority. With the exception of the requirement for BRAA Board approval, as identified in Paragraph 2, above, each of the Parties to this Agreement hereby represents and warrants that he/she/it has full authority and power to execute, deliver, and perform this Agreement and consummate all of the transactions contemplated herein, and that this Agreement is a valid and legally binding obligation of the Party, enforceable in accordance with the respective terms stated herein.

11. No Third Party Beneficiaries. This Agreement shall inure to the benefit of the respective heirs, successors and assigns of the Parties, and each and every one of the BRAA Releasees shall be deemed to be intended third-party beneficiaries of this Agreement. Except as expressly set forth herein (including the preceding sentence), nothing in this Agreement, whether express or implied, is intended or may be construed to confer upon, or to grant to, any individual or entity that is not a party to this Agreement any right, remedy, or claim under or because of this Agreement or any covenant, condition, or stipulation of it.

12. Construction. The Parties acknowledge that they each have had input into the drafting of this Agreement and that, accordingly, this Agreement shall not be construed for or against either Party, but shall be given a fair and reasonable interpretation based upon the language of the Agreement and the intent of the Parties.

13. Representations, Integration, and Modification. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter contained herein, and is intended as a final expression of the Parties with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements representations, and warranties, if any, with respect to such subject matter, which precede or accompany the execution of this Agreement. This Agreement is a release and settlement strictly between the Parties as to the terms set forth herein, and shall not be construed as any type of release or settlement of any other claims or causes of action against any parties not specifically identified herein. This is a fully integrated agreement. This Agreement may not be altered, amended, or modified in any respect or particular whatsoever except by a writing duly executed by each Party. Each Party represents that it has not relied on any representations other than as expressly set forth herein.

14. No Waiver. The Parties agree that no breach of any provision hereof can be waived except in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof.

15. Counterparts. This Agreement may be executed and delivered in any number of counterparts, all of which taken together will constitute one agreement, and any of the Parties hereto may execute this Agreement by signing any such counterpart. Facsimile copies of signatures, including those delivered in .pdf format via email, shall be treated as original signatures for all purposes and otherwise admissible under the Best Evidence Rule.

16. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience of reference only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof.

17. **Attorneys' Fees.** Unless otherwise expressly set forth herein, each of the Parties shall bear its/his/her own attorney's fees, costs, and expenses in connection with the matters set forth in this Agreement, including, without limitation, the negotiations and preparation of this Agreement. However, if any Party institutes legal proceedings over the enforcement of this Agreement or any provision of it, the prevailing Party shall be entitled to recover from the losing Party its costs and expenses, including, without limitation, reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels.

18. **Jurisdiction and Venue.** The Parties acknowledge, agree, and irrevocably consent to the jurisdiction of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida to resolve any and all disputes which may arise out of or in connection with this Agreement, and that venue is appropriate in the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

19. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof.

20. **No Jury Trial.** Each Party hereby irrevocably and unconditionally waives any and all right to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this Agreement or any document contemplated to be executed under this Agreement.

21. **Further Assurances.** Each Party agrees to take all reasonable and timely steps necessary to effectuate the terms of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

DATE: _____

ATTEST:

BOCA RATON AIRPORT AUTHORITY

Mitch Fogel, Board Chair

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Amy Taylor Petrick Esq.
Lewis Longman & Walker PA



Memo

To: Mitchell Fogel, Chair and Board Members

From: Clara Bennett, Executive Director

Date: November 16, 2018

RE: **Executive Director Revised Annual Performance Evaluation Form**

AGENDA ITEM – X – A

Ms. Budd, Chair of the Compensation Committee and Mr. Nobles, Secretary Treasurer will present a revised Executive Director Performance Evaluation Form as requested by the Board.

**BOCA RATON AIRPORT AUTHORITY
EXECUTIVE DIRECTOR EVALUATION FORM**



Rating period: _____ to _____

Board Member: _____

Evaluation Policy:

An important function of the Boca Raton Airport Authority Board is to ensure that the Airport Authority has effective leadership and executive management to implement its strategic goals and key business objectives. The Board monitors the Executive Director to ensure that he/she is competent and effective in achieving these goals and objectives and conducts an annual review of her performance.

Each Member is encouraged to complete the Evaluation Form based on his/her assessment of the Executive Director's job performance during the period shown above. The assessment should focus on both what the Executive Director has achieved and how he/she operates the Airport. Each Member's assessment is based on direct observation, reports produced, and the degree to which organizational goals are met. Board Members should discuss their evaluation of the Executive Director individually as part of the process.

The Executive Director is required to complete a self-assessment. The self-assessment will encompass and include all activities during the previous fiscal year and the Executive Director's sense of important accomplishments and greatest difficulties faced.

The Board Member evaluation and Executive Director self-assessment consists of two sections. Section I consists of an Assessment of Essential Executive Director Accountabilities required of a successful airport CEO. Section II consists of a review of the Annual Goals and Key Business Objectives identified and approved by the Board in the Annual Operating and Capital Budgets.

Instructions:

Please indicate your assessment and evaluation of the Executive Director's performance for each accountability area and annual goal/business objective using the scale outlined below. Consider all criteria together when forming an impression about the Executive Director's performance. Add comments you believe provide context to your rating, or that would be helpful to the Executive Director in improving her performance.

- Rating Scale:
- 5 = outstanding
 - 4 = exceeds expectations
 - 3 = fully capable
 - 2 = needs improvement
 - 1 = unsatisfactory

Section I: Assessment of Essential Executive Director Accountabilities

1. LEADERSHIP AND STRATEGIC PLANNING		Rating: _____
Accountability	CEO Self-Evaluation	
<ul style="list-style-type: none"> Clearly defines and implements BRAA’s vision and mission and effectively communicates goals and objectives. Strategically influences the achievement of those goals and objectives. Fosters a culture that promotes ethical practices and good corporate citizenship while carrying out BRAA’s mission and strategic direction. Provides effective leadership and direction. Champions new initiatives and demonstrates innovation and creativity in meeting BRAA’s strategic goals. Uses creative problem-solving strategies for adapting to uncertainties and complexities. 		
<p>Board Member Comments: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>		

2. RELATIONSHIP WITH THE BOARD		Rating: _____
Accountability	CEO Self-Evaluation	
<ul style="list-style-type: none"> Maintains effective working relationships with the Board, generates meaningful, candid interactions, and provides clear and accurate information to the Members. Is readily available to individual Board Members and encourages interaction with the Management team. Makes well-balanced recommendations for ensuring compliance with strategic goals, applicable laws, and industry best practices. 		

Board Member Comments: _____

3. FINANCIAL PERFORMANCE AND BUSINESS DEVELOPMENT	Rating: _____
Accountability	CEO Self-Evaluation
<ul style="list-style-type: none"> • Ensures financial results for year meet or exceed financial goals. Sets the tone for financial discipline and the importance of financial balance to achieve the mission and vision, and assures adequate internal controls are in place to protect the Authority’s financial health. • Maximizes aviation and non-aviation revenues utilizing sound business principles and concepts and appropriate due diligence. • Plans and administers an ongoing Capital Improvement Program (CIP) that optimizes the use of federal and state grants, including compliance with applicable grant assurances. 	
<p>Board Member Comments: _____ _____ _____ _____</p>	

4. COMMUNICATION AND PUBLIC IMAGE	Rating: _____
Accountability	CEO Self-Evaluation
<ul style="list-style-type: none"> • Develops programs promoting a positive image of the BRAA, creating awareness of the Airport’s value to local community, and promoting the Authority’s mission. Identifies and effectively responds to stakeholder issues, concerns, and needs. Builds coalitions by soliciting and considering feedback from internal and external stakeholders. • Values transparency and facilitates an open exchange of ideas and information. Seeks new ways to communicate with tenants, airport users, the community, and key stakeholders. • Represents the interests of the BRAA and maintains an advocacy role in promoting the needs of the Airport. Maintains affiliations with professional and industry groups relevant to the success of the Airport. 	
Board Member Comments: _____ _____ _____ _____ _____	

5. ORGANIZATIONAL DEVELOPMENT	Rating: _____
Accountability	CEO Self-Evaluation
<ul style="list-style-type: none"> • Selects, trains, motivates and evaluates qualified people and ensures employee performance plans are aligned with the organization’s mission and goals. Encourages and provides opportunity for professional development. • Creates an atmosphere that fosters teamwork, creativity, collaboration, and participation and implements strategies that maximize employee potential. 	

Board Member Comments: _____

6. OPERATIONS MANAGEMENT	Rating: _____
<p style="text-align: center;">Accountability</p>	<p style="text-align: center;">CEO Self-Evaluation</p>
<ul style="list-style-type: none"> • Oversees and implements programs to ensure the effective operation and safety of the airfield. • Oversees compliance with applicable rules and regulations, BRAA policies, by-laws, and priorities, and airport procedures. Recommends and implements changes as needed. 	
<p>Board Member Comments: _____ _____ _____ _____ _____</p>	

Section II: Review of Annual Goals and Key Business Objectives

KEY BUSINESS OBJECTIVES	ACTIONS/INITIATIVES	TARGET	ACTIONS/ RESULTS ACHIEVED	WEIGHT	RATING
Meet or exceed annual financial goals	<ol style="list-style-type: none"> 1. Ensure financial controls and compliance 2. Maintain financial stability 3. Manage operating expenses 4. Maximize grant funding 5. Sustain surplus fund balance to meet operational requirements 	<ol style="list-style-type: none"> 1. Audit – No findings 2. 30% operating margin 3. ≤ budget 4. \$2.8 million in grants 5. ≥ 75% operating expenses 			
Ensure the effective operation and safety of the Airport	<ol style="list-style-type: none"> 1. Complete Customs Construction and initiate service 2. Initiate Ground Access Improvements project 3. Design and construct Phase II improvements to ATC 4. Design and complete Airfield Pavement Rejuvenator Project 5. Complete Wildlife Hazard Management Plan 6. Quarterly insurance audit 	<ol style="list-style-type: none"> 1. 100% completion 2. Obtain \$1.48 million in grants, initiate task 3. 100% design, issue bid 4. 100% completion 5. 100% compliance 6. 100% compliance 			
Build a positive image for the BRAA and the Airport.	<ol style="list-style-type: none"> 1. Promote new Customs service to industry 2. Foster positive tenant engagement 3. Expand Corporate Identity and Community Engagement Program 4. Foster educational partnerships 5. Positively address noise concerns 	<ol style="list-style-type: none"> 1. Avg. 3 aircraft per day 2. ≥ 4 events 3. ≥ 4 events; ≥ 4 marketing pieces; 100 posts; increase followers by 10% 4. 2 student outreach events 5. Issue RFP for noise system; develop new homebuyer guide 			
Build effective management team	<ol style="list-style-type: none"> 1. Ensure team proficiency 2. No undue staff turnover 3. Encourage industry certification/continuing education 4. Develop operations training manual to ensure consistency and efficiency 5. Participate in industry leadership positions at local, state and national level 	<ol style="list-style-type: none"> 1. 16 training hours per employee 2. Fill and train vacant position 3. 1 certification (50% completion) 4. 100% completion 5. Serve on 2 local; 2 state; 2 national committees/boards 			

CHALLENGES AND OPPORTUNITIES (To be completed by Executive Director): _____

OVERALL COMMENTS (To be completed by Board member): _____

BOARD MEMBER: _____

DATE: _____

ACKNOWLEDGEMENT OF RECEIPT: _____