BOARD OF COMMISSIONERS MEETING
of the
PORT OF PALM BEACH DISTRICT

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THIS OFFICE, ONE EAST 11TH STREET, SUITE 600, RIVIERA BEACH, FLORIDA 33404 – 6921 (561-842-4201).

Regular Board of Commissioners Meeting
4:00 p.m.
Thursday, July 19, 2018

One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921

- THIS MEETING IS OPEN TO THE PUBLIC -

Chair Jean L. Enright
Vice-Chair Peyton W. McArthur
Secretary/Treasurer Katherine M. Waldron
Commissioner Blair J. Ciklin
Commissioner Wayne M. Richards
Executive Director Manuel Almira
Port Attorney Gregory C. Piken

I. REGULAR BOARD OF COMMISSIONERS MEETING

CIVILITY AND DECORUM: The Port of Palm Beach is committed to civility and decorum by its officials, employees and members of the public who attend this meeting.

- Officials shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the Board of Commissioners as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, lack of respect, obscene or vulgar conduct shall not be permitted.
- The audience is expected to be respectful of others when they are addressing the Board of Commissioners.

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF THE MINUTES

Documents:

MINUTES.PDF
06-12-18 SPECIAL JOINT WORKSHOP WITH CITY OF RB.PDF
6-14-18 REGULAR MEETING MINUTES.PDF

D. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

E. CONSENT AGENDA

Documents:

E CONSENT AGENDA.PDF

E.1. Financial Statements For May 2018

Documents:

E-1 FIN STATEMENTS.PDF

E.2. Financial Reports For May 2018

Documents:

E-2 FIN REPORTS.PDF

E.3. Cash And Investments For May 2018

Documents:

E-3 CASH AND INVESTMENTS.PDF

E.4. Accountant's Report For May 2018

Documents:

E-4 ACCT REP.PDF

E.5. Contract Renewals

Documents:

E-5 CONTRACT RENEWAL.PDF

E.6. Contract Report

Documents:

E-6 CONTRACT REPORT.PDF

E.7. Business Development

Documents:

E-7 BUSN DEVLOPMENT.PDF

E.8. Public Relations & Marketing

Documents:

E-8 PR AND MARKETING.PDF

E.9. Community Grants

Documents:

E-9 COMMUNITY GRANTS.PDF

E.10. Approval Of Disposal Of Port Vending Machines

Documents:

E-10 DISPOSAL OF VENDING MACHINES.PDF

F. DISTRICT REPORTS

F.1. Executive Director's Report

Documents:

F-1 EXEC DIR REP.PDF

F.2. Engineering Report

Documents:

F-2 ENGINEERING REP.PDF

F.3. Governmental Affairs Report

Documents:

F-3 GOVERNMENT AFFAIRS REP.PDF

F.4. Commissioner Report

Documents:

F-4 COMMISSIONER REPORT.PDF

G. OLD BUSINESS

G.1. Peanut Island Update

Documents:

G-1 PEANUT ISLAND.PDF

G.2. Approval Of SSI LUBRICANTS, LLC Maritime Office Complex Lease

Documents:

G-2 SSI LEASE.PDF

G.3. Ratification Of MOB Project Payment To Vendors For Relocation Of Existing Utilities

Documents:

G-3 PROJECT PAYMENT.PDF

H. NEW BUSINESS

H.1. Approval Of Port Of Palm Beach District 2018 Strategic Plan Summary

Documents:

COVER MEMORANDUM.PDF
PORT OF PALM BEACH - 2018 STRATEGIC PLAN SUMMARY.PDF

H.2. Approval Of Florida Sugar & Molasses Exchange, Inc. Amendments

Documents:

H-2 AMENDMENTS.PDF

H.3. Approval Of District Tariffs

Documents:

H-3 DISTRICT TARIFFS.PDF

H.4. Approval Of AT&T Cancellation Of Memorandum Of Lease

Documents:

H-4 CANCELLATION OF MEMO OF LEASE.PDF

H.5. Approval Of Palm Beach Parking Rate Adjustment

Documents:

H-5 PB PARKING AGREEMENT.PDF

H.6. Approval Of Public Policy Consulting Services - Akerman Senterfitt

Documents:

H-6 ACKERMAN SENTERFITT.PDF

H.7. Approval Of Interlocal Agreement With Town Of Palm Beach For Berth 1 Coral Mitigation

Documents:

H-7 INTERLOCAL AGREEMENT.PDF

H.8. Approval Of Legal Services Agreement - Gary, Dytrych & Ryan

Documents:

H-8 GDR AGREEMENT.PDF

I. COMMENTS FROM THE PUBLIC

J. COMMENTS FROM THE BOARD OF COMMISSIONERS

K. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting – Thursday, August 16, 2018 – 4:00 p.m.
Budget Workshop to be scheduled

L. ADJOURNMENT

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

APPROVAL OF MINUTES
ITEM C

PREPARED BY: Venice Howard District Clerk/Records Administrator July 19, 2018

SUBJECT: **Approval of the Minutes**

BACKGROUND INFORMATION: The minutes of the following public meetings are attached for your review:

June 12, 2018 Special Joint Workshop with the City of Riviera Beach
June 14, 2018 Regular Board of Commissioners Meeting

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review, advise staff of any necessary changes and approve the minutes of the June 12, 2018 Special Joint Workshop with the City of Riviera Beach and the June 14, 2018 Regular Board of Commissioners Meeting.

Respectfully Submitted By:

_____
Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

SPECIAL JOINT WORKSHOP

Port of Palm Beach District
Board of Commissioners

and

City of Riviera Beach City Council

- - -

Tuesday, June 12, 2018
Riviera Beach, Florida
6:00 p.m. - 7:34 p.m.

- - -

IN ATTENDANCE:

Michael J. Busha, Facilitator

Jean L. Enright, Port Chair
Peyton W. McArthur, Port Vice Chair
Blair J. Ciklin, Port Commissioner
Wayne M. Richards, Port Commissioner
Katherine M. Waldron, Port Commissioner

Lynne Hubbard, City Chair Pro Tem
Julia Botel, City Councilperson
Terence Davis, City Councilperson
KaShamba Miller-Anderson, City Councilperson

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BE IT REMEMBERED that the following Special Joint Workshop of the Port of Palm Beach Board of Commissioners and the City of Riviera Beach City Council was had at Port of Palm Beach, One East 11th Street, Riviera Beach, Florida, on Tuesday, June 12, 2018, beginning at 6:00 p.m., with attendees as hereinabove noted, to wit:

- - -

MR. BUSHA: Welcome, everybody, to the workshop. The last time we did one of these was June 9th, 2015, and at that meeting we said, you know, we should do one of these every year. So it's three years now, so looking forward to this. You guys should be looking forward to it (inaudible).

I've got strict instructions. 7:00 means 7:00, so, and that's it. So we'll try and just hopefully stick to these two issues that are on the agenda, the 105 Broadway annex and the Interlocal Agreement.

But in the meantime, I think Commissioner Enright and Commissioner Hubbard, Vice Chair Hubbard might have a few things to say. All right, thank you.

CHAIR ENRIGHT: First, welcome to the Port of Palm Beach. And I'm honored to be here today to continue a workshop we had in 2015 with the City of

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Riviera Beach.

First I would like to introduce my fellow Commissioners: Commissioner Katherine Waldron, Commissioner Wayne Richards, Commissioner Blair Ciklin, Commissioner Peyton McArthur, our Executive Director, Mr. Almira.

I'll go to the next row. We have our attorney, Mr. Picken. Also -- you're going to kill me -- Larry Smith. We have our CH2M Hill, Casey Long. We have Mr. Hern, who is over our security. We have our engineer, José. We have our financial person, over finance, Mr. Paul Zielinski. We have Jarra Kaczwara, who is over our development, marketing. And we have Mr. Carl Baker, who's Mr. Port of Palm Beach, I call him. He knows everything. Also, we have our reporter, Ms. Kruger.

I think I missed out our Clerk. Venice is here, Venice Howard. She joined us after Peggy decided to go up north. We have our Beatrice; I was not going to forget her. She takes care of public relations -- no, our --

EXECUTIVE DIRECTOR ALMIRA: H.R.

CHAIR ENRIGHT: -- H.R. Heidi, who takes care of public relations. And then we have Tacaria, who's been here for years. And we also have our IT

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person, Mr. Richard.

Any others I missed?

And on behalf of the Port of Palm Beach Commissioners, welcome to the Port.

Now we have Mrs. Hubbard, who will introduce the Council.

I received a letter -- before she comes -- from the Chair, Tonya Davis Johnson, and she sent a letter expressing her absence. She could not be here because she has a County meeting. And so we're just going to tell her next time don't forget us. She's going to have to switch it around.

CHAIR PRO TEM HUBBARD: Thank you. Good evening. Lynne Hubbard, Chair Pro Tem for the City of Riviera Beach Council.

We are indeed glad and honored to be here with you tonight in order to continue our conversation so that we might address these two issues to expand our possibilities.

And at this time I would like to go ahead and introduce the rest of the Council and some of our staff that are here. We have Terence Davis here on the end, KaShamba Miller-Anderson, Dr. Botel. And as Dr. Enright stated, our Honorable Chairwoman is at another County meeting.

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And on the back row, we'll start here with our City Manager, Karen Hoskins. We have Mr. Willie Horton, our Assistant City Manager/Utility Director. We have our Chief of Police, Mr. Madden, our Interim City Community Development Services, Jeff Gagnon, our Fire Chief, Mr. Reginald Duren, and we have Terrence Bailey, our Interim Public Works Director. CRA Director on the end, we have Scott Evans.

And in the audience there is our illustrious attorney, Mr. Andrew DeGraffenreidt. And we have the Mayor's Chief of Staff, Mrs. Debie Isaacs. Mrs. Pascale, that is the Chairwoman's Chief of Staff. And we have my Legislative Aide, Hope Jeanty, and Regina Williams, Mr. Davis' Legislative Aide. And we have Walter somewhere in the building; that's our TV director. So, and we have our Building Official, Ladi March-Goldwire in the back there.

Okay, so again, we want to thank you for the opportunity to come here tonight to continue this discussion. We always look forward to the possibilities that we have here with the Port. And again, thank you.

CHAIR ENRIGHT: Thank you. It's always a pleasure.

Before we get started, because we have a

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total new Council since 2005 -- maybe one or two are here, and on the Port, Commissioner Richards was here and Blair Ciklin -- I would like to just go over a couple points in how, over the years, the Port of Palm Beach has worked hand in hand with the City.

In most areas when you have ports, the port operate alone, and they're not really involved in the things with the City. No police. I mean nothing. But the Port of Palm Beach, over the years we have worked hand in hand to be partners with the City, and also the residents. And in 2003 and before that -- let's take the first thing I want to talk about just for a second.

13th Street. The City wanted to construct 13th Street, and when they started, they started way out west, and they constructed 13th Street until they arrived to what? To Dixie Highway, which is Barack Obama Highway. The City did not have the funds to continue, but the citizens and residents wanted 13th Street to continue all the way to the Tiki. The Tiki was there at that time, which -- to the marina, the old marina.

The Port of Palm Beach, along with the Department of Transportation, FDOT, we contributed. We came up with $11,200,000 to complete the project because the citizens wanted it to occur. And that's

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just one way how we work with the City.

In addition to that, over the years, in addition to that, we were asked to do the beautification of the street. And the Port of Palm Beach did not shake their head and say no. We went on because we wanted to be good partners to the City, and we also thought it was important that 13th Street did not stop at Old Dixie and it continued, because if residents wanted to go to the marina, that was a straight shot into the marina, right down 13th. And so we did it and we made it happen for our residents and for the City. That's just one thing that we've done over the years.

Since then, let's update and let's go to the Police Department. The police contract services, we go through the City. And we're the only Port in the state of Florida who uses the City they're located in to service the Port. Most of the ports -- we can also use the Florida Fish and Wildlife, we can use the Florida Marine Patrol at half the price. But no, we want to work with the City because we're concerned with what? The safety. So that's very important.

So the Port, for the services from the Police Department, we spend $219,000 a year, which now there are many other things that we've given to the City.

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And I want Mr. Hern just to go over some of the, two or three of the items.

Okay, okay, you don't have to come up. We can just note.

Since 2001 to 2011, you see the handheld fingerprint readers, the software connection to Falcon (phonetic), the warehouse, the hardware installation. Then in '13 we have two fixed license plate readers. We have five mobile license plate readers. Then in '14 -- these are things, items we purchased for the City of Riviera Beach for the Police Department.

Now, because we're a port, we don't have to really do this. We can be like the other ports. We can give to any entity. We can give these items to the City of West Palm Beach or any of the other entities. But we work with the City to ensure the safety at the Port and around our area. But we really want to continue to do this.

And just recently the City asked us for -- how much did you ask?

Chief of Police, you can say -- you can contest this.

The City currently just asked us for $288,330 for these items. And what the Port would normally do, we would write a grant, then receive the funds and then

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give them to the City. We don't have to, but because we want to continue to be good partners with the City, we do.

Now, I know that not one of you can find one port in the state of Florida who does this. They don't do it. But because we're concerned -- or we can even give it to another. We can give it to any of the other people I named. We can give it to Florida Fish and Wildlife, we can give it to the Marine Patrol, we can give it to the Sheriff, City of West Palm Beach. But we don't have to give anything away. But I want you to see what we've been doing continuously over the years to improve the City, to help our neighbors and to be a good neighbor, because there's no other port who does this in the state of Florida.

And the last little thing I just want to just tip on is the storm water runoff. We currently pay the City about $68,000. And if you can see where the red is, and if you can see the blue lines, the pipes go right through the Port of Palm Beach. And over the years -- now, there's something that's very important about this, because if we did not -- if the City pipes did not connect to the Port of Palm Beach pipes, then what would happen? It would be flooded all in those areas.

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So we assist with that. And what's so significant is that we don't use the pipes. The runoff is only from the City. So the Port today, we're not draining any water through the City storm system, only the City. So we just want you to know that we're doing something to ensure that, what? The City does not flood. In addition to that, you look at that lagoon, you look at the lake, that goes through the Port. Everything is filtered, and it goes through the Port.

So these are just some of the things I want you to think about and let you really, really take a good look at the Port and what we've done and what we continue to do to assist the City in any way.

Are there any comments from any of my Commissioners? You want to add anything? Mr. Richards?

COMMISSIONER RICHARDS: At this point, no.

CHAIR ENRIGHT: Thank you.

I just wanted to give you an overview of what and how we've worked with the City over the years. Thank you.

Mr. Busha.

COUNCILPERSON DAVIS: Madam Chair. Mr. Busha.

MR. BUSHA: I'm good, I can -- is this okay?

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Can people hear me?

CHAIR ENRIGHT: I don't even know if -- is this on?

MR. BUSHA: That's yours. Just put it over there.

COUNCILPERSON DAVIS: Mr. Busha.

MR. BUSHA: So thank you. I -- oh, I'm sorry.

COUNCILPERSON DAVIS: City Council would like maybe -- I know at least myself, I'd like to respond to the great opening statement that was just made.

Over the last few years it's been very clear, as Commissioner McArthur and your staff has been the liaison for the City, myself, for the Port, we're doing a wonderful job of just keeping the line of communications and controlling the temperature, how we would work together.

One thing I must add to that slide is that at all the ports in the state of Florida, there's no port that has a neighboring city that have the Police Department that provides the level of service like Riviera Beach does. That shows great senior staff of Chief Madden, former Chief Williams and many others to come. Those Shot Spotters, as you can see, the City of West Palm Beach is now moving in that right direction

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because they're seeing what Riviera Beach is doing. We are producing, number one.

So we're doing this together. I think we would like to move forward to show that we continue to work together.

And one of the things I'd like to see added to that slide is -- and we had this discussion with me and Manny, Mr. McArthur, Commissioner McArthur, as it relates to jobs. You guys are tenants. You're in the City of Riviera Beach. How do we create a system in place of communication so we can have a flow of jobs where Rivera Beach residents have real opportunities, because we have a lot of skill and trades that are here, but we need to make sure that they know they have a chance to get these jobs. So as we move forward about us working together, it's about all of us working together.

CHAIR ENRIGHT: That's right. Thank you.

MR. BUSHA: Anybody else? Ms. Hubbard.

CHAIR PRO TEM HUBBARD: Thank you.

MR. BUSHA: Is it on?

COUNCILPERSON DAVIS: That wasn't on.

CHAIR PRO TEM HUBBARD: Thank you.

Dr. Enright, indeed the Port has done great things that have benefited the City as well, and I

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think that with all the -- from the law enforcement side especially, I know that you and your colleagues see and saw the benefit of making those legal contributions, because it, in turn, provides security for the Port so that there are the necessary tools in place to protect both yourselves and the entire City of Riviera Beach.

Because you guys have worked well and have done things, I think we've patiently worked well, you know, with you, and I know that you can attest to that. There has been a long time with the -- you know, for us to get to this point, because, you know, in all good conscience, we gave up MLK and closed it off because, you know, we were expecting to have the other access.

So we have, indeed, you know, appreciated, recognized, you know, everything that the Port has done, and that's, you know, exactly why we are here today, because we continue to express the patience of getting another access to U.S. Highway 1. And we do thank you for all the things that we have been able to collaborate on here in the City as well.

CHAIR ENRIGHT: Thank you; thank you very much.

MR. BUSHA: That's nice of you to say, Ms. Hubbard.

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COUNCILPERSON MILLER-ANDERSON: I'd like to say something.

MR. BUSHA: Oh, I'm sorry. Forgive me.

COUNCILPERSON MILLER-ANDERSON: That's okay.

I want to thank Dr. Enright for coming up and pointing out those things. And as neighbors, it is my hope that we're able to work together and come to some sort of resolution that we have not been able to come to in the last few years. I probably won't say a whole lot, but I do know that, you know, my whole purpose in being here tonight is to make sure that we're able to work together. And I do recognize the things that the Port have done for us over the last few years, so I thank you all for that. Thank you.

MR. BUSHA: Thank you.

All right, forgive me for not introducing myself earlier. My name is Michael Busha, and I will be your facilitator for the short time for the evening. And I don't have a referee shirt on. I mean facilitator.

And everything you've said I was going to add in here on the purpose of the meeting, but you've said it all. I mean you guys are neighbors, you have a long history of growing together, you owe it to yourselves to understand what your issues are. You need to come

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back and chat with each other once in a while just to get up to speed at what your issues are and try and resolve them.

The only ground rules I have are everything that's in the civility and decorum part of the agenda. There's four bullets there. And I would add that all beepers and cell phones, if you could, put them on simmer. I'd ask that you each listen to each other till everybody finishes, if anybody's talking.

And the last thing I would just ask you, can we please agree to just -- we've got a short time here. If we can just stick to the 105 Broadway piece, the land use change and the Interlocal Agreement discussion, if we can just stick to those two things, I think by 7:00 we'll have something that we can walk out of here with and be happy to come back and see each other again. So looking forward to that.

So with that, unless there's any other questions about how this is going to go, I'm happy to introduce Larry Smith, one of the Port's attorneys. He's going to take a minute and sort of walk you through a chronology of the annex property, the 105 Broadway property, and sort of give you some context for that, and hopefully we can have some resolution.

MR. SMITH: Thank you, Mike. For those of

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you who don't know me, I'm Larry Smith. I'm with Gary, Dytrych & Ryan, Port attorney. We're Port attorneys. Greg Picken does the Port's work, but I'm helping out with this annex property.

And the last time I did this, addressed this annex property in public was at the City Council meeting, Riviera Beach, and we had first reading. And then there was some discussion about, you know, the road that was supposed to go through there and so forth and so on.

So I've -- Greg and Mr. Almira and I took the liberty of doing a timeline, and we tried to make it as succinct as possible. It's in your package, I think, that was passed, that was given out. But I'm just going to go through it real quick because we don't have much time here. And stop me if you have questions. You know, don't wait for me to finish. You can stop me and ask anything you want.

But generally speaking, what we call the annex property, which is the property right next to West Palm Beach, just south of the power lines, was intended to be the 710 connector between what's now Barack Obama Highway and U.S. 1. And that's going back to, you know, even the nineties, I think.

At a point in time, DOT -- well, DOT

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condemned that property. That property was a trailer court and a pretty good Chinese restaurant up on U.S. 1. I've been around a long time, so I remember that. And I remember the Bazaar International, which is now part of the Port. So I've been around that long.

So the DOT spent a lot of money -- I can't tell you how much, but I'm sure it was in the millions of dollars to condemn the property. And then they decided -- then they decided to do a Notice of Intent that they're to go across the FEC railroad tracks. And the FEC, Florida East Coast Railway, had a different opinion, and they, FEC, instituted a lawsuit, an administrative lawsuit, but a lawsuit nonetheless. That was 2002.

And so the Port joined in that lawsuit. The City was requested to join in by Greg Picken at the request of the DOT attorney, and the City chose not to join in the lawsuit. But we were in the lawsuit on the side of DOT to try and get the crossing.

At a point in time, I mean the litigation went on for probably a year, a year and a half, and at a point in time -- and Greg actually handled the lawsuit on behalf of the Port.

At a point in time, DOT basically threw in the towel, said we're not going to win this case

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against the FEC. And so they did what is called a Notice of Intent to -- let's see here -- Relinquish Jurisdiction. And basically, that's a dismissal of the case. So DOT dismissed, actually asked that the case be dismissed, and the hearing officer who is the judge in the administrative case, dismissed the case. So that was the end of the lawsuit.

Then there were some other activities that happened, and it really languished, the whole thing kind of languished between 2003 and 2011. You know, after the case got closed in 2003 and 2011, there was -- you know, that's when the DOT ultimately conveyed the property to the Port.

But in between, a lot happened which isn't really on the list, but I know that the MPO had a study going on. There were some discussions about whether we could do -- whether DOT could do a flyover over the tracks over here or a tunnel under the trucks. And that was met with resistance from both the City of Riviera Beach, is my recollection, and the City of West Palm Beach. The flyover, my recollection is it was going to ruin the neighbors to the west. I mean there would be so much property that would have to be taken, that didn't fly.

And so at a certain point in 2011, about,

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maybe 2010 it might have been, DOT declared that this was going to be surplus property because they figured they aren't going to get an at-grade crossing for the road. And that's kind of what drove the nail into the heart of the whole road project at that point.

When they declared it surplus property, they leased it to the Port. So the Port's had it under lease since July of 2011, or had it under lease at that time. And then a few other things happened.

The MPO, which had been discussing it and doing a study to decide the alternatives, abandoned that and decided they were going to terminate the study. And that happened in mid 2011. And the City of Rivera Beach's representative was in that unanimous decision to terminate the study.

So the Port and the City have kind of been alongside each other, and you know, some of the opening remarks, this was -- the Port and the City kind of agreed on the whole thing with regard to the road all the way along. And at a point, DOT, in November of 2011, DOT conveyed the property to the Port for public purpose.

And the next thing that -- that's when I kind of got familiar with this piece of annex property, because the contractor that was going to build the FPL

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plant wanted to use it for staging and so forth. So we took it. I handled it on behalf of the Port to get the zoning and the proper use approvals for that to happen.

And in the process of that, we were successful in getting West Palm, Rivera Beach and the Port to execute a Tri-Party Agreement basically outlining how you would use the property, you know, certain lighting restrictions, certain drainage restrictions, certain landscaping restrictions. And so that Tri-Party Agreement got done in February of 2012, and then the contractor used it for, I think three years, if I'm not mistaken.

And that brings us to 2015. And so the Port decided they needed to, you know, get busy and try to figure out what to do with the property. And so we've been before the City Council. Casey Long has basically been carrying the water on this project. But we've been in front of the City of Riviera Beach, not just the Council, but Planning and Zoning and staff and so forth.

And I think we got started on that about a year ago, Casey? Little more, maybe?

MR. LONG: Back in 2012, but it got tabled for a very long time.

MR. SMITH: So we've been at it for a while.

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But we're really back in earnest, and that's when we came to the City of Riviera Beach for that first reading. Up to that point, we'd been to Planning and Zoning, and that was -- we got an unanimous approval on recommending it to you guys at City Council.

And so anyway, we're -- we'd like to get back on track with this. We were kind of waiting for this meeting. When we had the first reading, it was pretty much directed to staff, let's see if we can get this meeting together. And so here we are, and we're going to be, as a result of this meeting, we're going to be coming back in to try to finalize the use approval.

And basically, let me say this: Basically, the use that is being requested here is substantially similar, almost identical to the Tri-Party Agreement. I've had the opportunity in the last few days to kind of look at that old Tri-Party Agreement.

And Casey and I have been over this when he was, you know, doing the application for the zoning, and it's pretty much the same thing. I mean if anything, I think there are probably a little more restrictive use controls in what's being currently requested.

So I'm happy to answer any questions. I'll be happy to come back up. I'm at your pleasure.

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EXECUTIVE DIRECTOR ALMIRA: At your mercy.

MR. SMITH: At your mercy; at your mercy.

Yes, ma'am.

COUNCILPERSON BOTEL: I know there was some concern on the part of at least one of our constituents about the fact that the Port had maybe made a promise or maybe some conversations had about -- I'm sorry, thank you -- about either another overpass or another tunnel. And I did have a -- I have to, in full disclosure, I did have a conversation and a presentation by Carl and Manny a couple weeks ago, and it opened my eyes about the cost involved and the dangers involved in doing that kind of thing.

I wonder if you would speak a little bit to that issue and whether -- and why Rivera Beach rejected that as an idea.

MR. SMITH: Well, I don't know --

COMMISSIONER BOTEL: Or if we didn't, then why might have we.

MR. SMITH: I don't have any firsthand knowledge of that exactly, because I wasn't involved in it. When the at-grade crossing failed back in 2003, let's call it, that's when the DOT decided they were going to not pursue the at-grade crossing and they abandoned the litigation, my understanding is there

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were some studies done. And the MPO had a study going on. And part of that, my recollection is that there was a flyover proposed to come from west of Barack Obama Highway -- oh, that's it. Well, there you go. I don't know who can address that more specifically, but --

MR. MURPHY: That's not the one; that's not the one. You had one going out 11th Street, West 11th, just south of 13th.

MR. SMITH: That I don't know.

MR. MURPHY: Well, these guys know that.

MR. SMITH: That I don't know.

MR. MURPHY: I know it. These guys know that.

MR. SMITH: So let me tell you what I do know in response to Dr. Botel's question. What I understand is part of the study was to do a flyover on the annex property, you know, from west of the annex property to U.S. 1, get over the tracks on top. I don't think the tunnel was ever really seriously considered, but there was a lot of discussion about the flyover.

And as I said before, my understanding is Rivera Beach didn't support that because it was going to ruin a lot of neighborhoods to the west. My understanding also is that West Palm Beach didn't like

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that so much because all of that property just south of the annex property is residential property. So that's what I know about it.

And I don't know what these gentlemen are talking about on the 11th Street.

MR. MURPHY: Well, I can tell you.

MR. BUSHA: No, no, no, no, no, let's hold on.

CHAIR PRO TEM HUBBARD: One of the things that --

MR. MURPHY: No, I can tell you.

CHAIR PRO TEM HUBBARD: Excuse me.

MR. BUSHA: The only thing we're talking about is the annex property, so -- and I think Larry answered the question. Big impacts to the neighborhoods. Regional Planning Council objected; everybody objected to it. And they didn't want to see that happen, so everybody abandoned the plans for it. It was too expensive, it wasn't going to work. It didn't matter, because FEC wasn't going to give access --

CHAIR ENRIGHT: FEC sued, so that they could not go on those tracks. And when they sued, the only alternative they could come up with was something going over and under. Then FEC, because they sued the State

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of Florida, they just stopped, and so --

CHAIR PRO TEM HUBBARD: Once the -- the statement/question I want to ask is once they gave up the lawsuit and turned the property back over to the Port, at that point did it allow the Port an opportunity to go ahead and construct the road to U.S. 1?

MR. BUSHA: Well, there's no way to get to U.S. 1 because FEC wouldn't allow access across it. You can't get across FEC. That's why they were doing these huge plans to fly over and go under, so --

CHAIR PRO TEM HUBBARD: Exactly.

MR. BUSHA: So they couldn't do it.

CHAIR PRO TEM HUBBARD: Okay, my question was once they gave up the lawsuit, that did not come with the permission or authority to access the FEC --

MR. BUSHA: No, that wasn't going anywhere.

CHAIR PRO TEM HUBBARD: -- the FEC railroad.

Okay, while we're here and on this point, the recommendation was made that we go back to MLK and come and push the security back further into the Port, and we would go left to 11th Street to give an access for the City trucks and to the Barack Obama Highway.

MR. BUSHA: That's something totally different than this.

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CHAIR PRO TEM HUBBARD: No.

MR. BUSHA: This is the piece that's south, all the way down by the annex property.

CHAIR PRO TEM HUBBARD: I know exactly where it is, but --

MR. BUSHA: My understanding was this was a land use change that the Port has asked for to go to general industrial on this piece, kind of what the Tri-Party Agreement had asked, was allowing the use for.

CHAIR PRO TEM HUBBARD: Okay.

MR. BUSHA: There was nothing to do with any of that. I don't -- that's a distraction. I know that piece though.

CHAIR PRO TEM HUBBARD: Okay, that's not my -- and my intent is not for it to be a distraction, so let me try to clarify.

MR. BUSHA: Help me out with this thing.

CHAIR PRO TEM HUBBARD: Yes, let me try to help you out with this.

MR. BUSHA: Yes.

CHAIR PRO TEM HUBBARD: Okay, two things are going on here. We're talking about Interlocal Agreement, right?

MR. BUSHA: Not yet; not yet. That's coming.

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CHAIR PRO TEM HUBBARD: Okay, there's two things on the agenda, okay, the Interlocal Agreement as well as this piece of --

MR. BUSHA: The annex property.

CHAIR PRO TEM HUBBARD: -- the annex piece of property. And the reason that I bring up the items and the issues that I bring up in conjunction with the annex property is because -- follow me on this now --

MR. BUSHA: Okay.

CHAIR PRO TEM HUBBARD: -- is because we did close off MLK so that -- because we thought we were going to have access where we -- at the same annex property that we no longer can have access to. Now, be that as it may, it's FEC, FDOT, you know, is the bottom line why we can't get there. But be that as it may, we can't get there.

So what I'm saying to you is that before we annex this piece, we still need access. And one of the things that was brought up was a way that we might have access, and that was to push the entryway, the security or the entryway to the MLK back further, given -- once you cross the track, mind you, turning left to 11th Street --

MR. BUSHA: Up to the left.

CHAIR PRO TEM HUBBARD: -- allowing the

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trucks to access eastward. So it's not that I don't understand the topic that we're on --

MR. BUSHA: I'm not saying that.

CHAIR PRO TEM HUBBARD: -- it's the reason that I -- and that's the reason I brought it up.

MR. BUSHA: So that's a piece that maybe the City would like to see as part of this. They'd like to maybe see that explored as part of this --

CHAIR PRO TEM HUBBARD: Yes.

MR. BUSHA: -- as part of the land use. Sorry, I didn't understand. Now I do.

So, all right, so that's something on the table, I mean for the Port and the City to consider if that's a condition maybe of something you'd like to see as a condition of approval to get this done, because my understanding was with this, I know that's an important issue for you --

COUNCILPERSON DAVIS: Mr. Busha.

MR. BUSHA: That access piece is an important issue, but also the Port, the idea, my understanding what was really on the table was the land use amendment. And I'm just trying to understand --

COUNCILPERSON BOTEL: We've never had that conversation as a Council, so I'm not enough well versed in what you're proposing to make a comment about

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it. So I think we need to have a conversation internally about that before we even suggest that it might be --

MR. BUSHA: I wrote that down as one of the issues, you know, that's been brought up, you know, that the Port and the City need to consider if they're going to process this land use amendment. I mean I think that's fair, so --

CHAIR PRO TEM HUBBARD: And that's fine.

MR. BUSHA: -- it's down.

COUNCILPERSON DAVIS: Mr. Busha.

MR. BUSHA: Yes.

COUNCILPERSON DAVIS: As you move forward, is the intent of this meeting to prepare for another meeting so that -- or are you asking us to make a decision today with one hour?

MR. BUSHA: No, no decisions today.

COUNCILPERSON DAVIS: Okay.

MR. BUSHA: What I hopefully --

COUNCILPERSON DAVIS: -- won't feel like we're rushing --

MR. BUSHA: -- there'll be some mutual understanding about whether or not this land use amendment is something that the City can live with. I thought you were real close to getting there. I mean

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there's covenants on this from West Palm, there's restrictions that are going to be on it for your own zoning code. You have land use on this. If you change it, there's use restrictions on the land use. So my only hope was to have some mutual understanding between the two that this really shouldn't be that hard.

Now, Ms. Hubbard brought an issue up that, in fact, I think is something that needs to be talked about and discussed.

COUNCILPERSON DAVIS: Right.

MR. BUSHA: We don't fix that today, but when it comes back to the City, the Port will know that that's one of the issues you've got to --

COUNCILPERSON DAVIS: But what I do believe --

MR. BUSHA: Go ahead.

COUNCILPERSON DAVIS: -- as I finish, what I do believe is only proper is that we do a presentation on what was the intent. This was, my understanding it was in 2002, this presentation that was supposed to happen?

MR. BUSHA: Yes, they're just trying to give it some context of where the property was.

COUNCILPERSON DAVIS: But is that the 2002 presentation?

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MR. BUSHA: That actually is --

EXECUTIVE DIRECTOR ALMIRA: '06 or '07.

COUNCILPERSON DAVIS: Right. So when we're going to televise this and have a public meeting, I think it's only proper, if we're going to do a presentation, that we give all information from 2002 on how we got to 2006, because my colleagues -- we have a new colleague here. She need to have a -- understand historically, truthfully about what's happening, because we're going to be held responsible.

What I'm saying, hey, in 2006 this was presented. But what happened in 2002? Why wasn't that presented before both governing bodies so we can move -- all move in one accord? While we do want to support the land use, we've got to make sure that we have all the information.

I'm not against it. I've been stating that. But I've been here for five years. But with respect to my colleagues, it's only proper they understand what happened in 2002.

MR. BUSHA: Okay.

EXECUTIVE DIRECTOR ALMIRA: If I can, I'd just like to take two minutes to answer Ms. Hubbard's statement.

The idea that you mentioned -- not sure if

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this is on.

UNIDENTIFIED SPEAKER: It's not on.

EXECUTIVE DIRECTOR ALMIRA: The idea that you mentioned has been discussed with a friend of the Port and a very limited number of Port employees. We have yet to really fully analyze it. I can tell you that that's just not going to happen next week. We have contractual obligations.

So the idea -- I'll make it short. It's just cut across 11th, go all the way out west and use one of the streets to come down to 10th, and then have a road that parallels the track, and therefore, you can make a right-hand turn onto MLK or coming back the other way.

But again, that has not been vetted, we have not talked about it at length, and if it were to happen, there's a lot of work that needs to be done, starting with a traffic light at 11th. So, but again, please, what we're here for is, as Mr. Busha mentioned, it's the annex.

COMMISSIONER McARTHUR: Could you explain the annex property we're talking about is at the southern end of the Port next to the wall that divides West Palm Beach from the Port?

COUNCILPERSON BOTEL: Yes.

COMMISSIONER McARTHUR: None of that

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property -- it's all contiguous within the Port. So you're talking about changing land use for land that's in the Port so that we can make use of it. It doesn't affect neighborhoods, it doesn't affect -- there are no residents. The only adjacent property is the wall on one side and the Port on the other.

So I guess one of the things I would like to know is this has taken a very long time, so there must be concerns. What are they? I don't understand what the concerns could be. I mean if it was next to a neighborhood, if it was next to a school, you know, all these things I would understand. But it's not. It's within the southern end of the Port, and it's not -- I just don't understand what the concern is.

It seems like of all the things we have had to process, it seems like this should have been one of the easiest. I wish something like this would come -- my boss is a County Commissioner. I would love this to come before our Zoning Department. This would be easy.

MR. BUSHA: I think this whole thing was to share what the issues were. I know what you're saying. I think Ms. Hubbard brought up a point about access through 11th Street, which is a fair issue to bring up. So that you understand, while it may be kind of related to this, there's the core issue of the land use, and

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that's something I think the City needs to consider at -- was it the first reading you had already?

MR. SMITH: Yes.

MR. BUSHA: And you came back here to see if there was anything else that was bothering either of you, you know, the Port or the City. And so I think that issue Ms. Hubbard brought up is something to be continued --

COUNCILPERSON MILLER-ANDERSON: Mr. Busha.

MR. BUSHA: -- because it's important.

Yes.

COUNCILPERSON MILLER-ANDERSON: So I would like to hear what are the issues. If there's anyone from Planning and Zoning, City Manager, what are our issues on the City side?

MR. BUSHA: That'd be good. Yes, are we close? Are we --

MR. GAGNON: Sure, I'll go up there.

MR. BUSHA: It's 6:39, so --

MR. GAGNON: I'll be very quick. My name is Jeff Gagnon. I'm the Acting Director of Development Services for the City. First of all, thank you all for hosting us tonight. It's appreciated.

This item, from our technical standpoint, we really don't have any outstanding issues. The project

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itself is associated with a land use amendment, a zoning amendment, a site plan approval and a plat. We did spend a lot of time, and there was intergovernmental meetings with the City of West Palm Beach, the Port staff and Riviera Beach, especially being that the adjacent neighborhood to the south is single family residential in West Palm Beach.

So there are restrictions on the deed itself, there are restrictions on the site plan as far as how that property can be used in the future. So a lot of those comments and concerns have been satisfied.

And just if I may, I think what Councilwoman Hubbard was saying is just the promise that was made a long, long time ago that I think was by a different group of individuals that is no longer present, I think it just needs to be contemplated, but it doesn't directly impact this project moving forward at this time.

COMMISSIONER RICHARDS: May I comment?

MR. BUSHA: Yes.

COMMISSIONER RICHARDS: Wayne Richards.

I was on the Commission back in '02. And I love real estate land use work. And I recall the Port aggressively joined FDOT in the attempt to get the at-grade crossing. FEC understandably fights against

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additional at-grade crossings because we know what happens at at-grade crossings.

FDOT gave up, we gave up, and at one point we were looking -- I remember Councilwoman, then Councilwoman Liz Wade was very active in this. And when we looked at what could be done, the amount of homes that it would take to fly over was unreasonable. She said: Heck, no. It didn't make sense.

So the Port wanted an at-grade crossing. We could not get it. It's been dead for 16 years. We simply want to use the property to the south. And to hold that hostage may not be fair. I said it. I'm old, okay? But we want to work with the City on all issues. And there are quite a few issues we can work together. That's all, thank you.

MR. BUSHA: Ms. Hubbard.

CHAIR PRO TEM HUBBARD: Thank you.

One, my intent was not to say that we were holding it hostage. What my intent is, was and still, it's this: While we change Council and Commissions every two to three years throughout the City, we don't go back and change everything that one person has done, but sometimes we have to.

While we're talking about something that is monumental and substantial to the City and to the

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residents of the City, we know that it was no direct cause of the Port, and I know that the Port did everything within their power to help us get that access.

But what we need still is the access. And for us to have the access, you know, we -- I think we were very patient. We waited. We knew that we were going to and that we needed the access, and we know that we, like we do need the light there. But what we have to come up with, and as he said, it was going to take a long time for us to get the road.

But the time that we have been waiting, as has been pointed out so many times, that's the time that we should have been making other means for us to access the road. So this is what I'm saying. It's been dead for 16 years. No, it shouldn't have been dead for 16 years. We should have been active. Since you could not provide us with the 105 --

MR. BUSHA: Yes, the access through 105, yes.

CHAIR PRO TEM HUBBARD: -- crossing that we should have -- we have to. And it's not something to be petty or just holding it hostage. What I'm saying is we need to genuinely and seriously understand what it means to the City of Riviera Beach that we have access to that, and we can't just give up and give it

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up without, you know, talking about it.

MR. BUSHA: No, I think that's fair --

MR. SMITH: If I may --

MR. BUSHA: -- because I haven't heard anybody say no, Ms. Hubbard, not to talk about it.

CHAIR PRO TEM HUBBARD: No, no.

MR. SMITH: So I think the answer lies with the MPO, really. And back -- I got one of the things -- I'm not sure this is in your package, but I can provide this later. But the MPO did this study.

Now, the question is really do you need the access? That's really the question. I mean I understand what you're saying; I really do. It almost has nothing to do with the annex property, because we know we can't get across at grade on the annex property. But your point, Ms. Hubbard, is where else can we do it.

CHAIR PRO TEM HUBBARD: Right.

MR. SMITH: Right. And the MPO, if I can put my hands on it -- here it is. So the MPO, back in 2013, I guess, 2011, actually, I believe it was, they -- when they had these studies going on between 2003 and 2011, before the DOT decided they were going to surplus the property, the MPO did the studies, and I think we've talked about that, the flyover and so

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forth.

But the MPO, this is the staff I'm looking at. It says: The MPO Central East Palm Beach Mobility Study -- and that was the study we're talking about -- indicated that the connector did not provide much relief to the other congested roadway links in the area. So that's really why the MPO saw fit to take it off.

And, you know, I think that if there's any thought of doing anything else, it really settles with the MPO, because the MPO, I'm sure you know, they're kind of the -- they're the agency that decides what roads are going to get built in Palm Beach County. And Mike knows better than I, because he worked with Treasure Coast.

MR. BUSHA: I would suggest to you though that the City's on the MPO, and they could actually -- you know, there's no reason why the City can't work with the Port on this issue. And that's what I'm going to chalk this up to.

CHAIR PRO TEM HUBBARD: Absolutely not.

MR. BUSHA: If that's an issue that has to be worked on --

CHAIR PRO TEM HUBBARD: Absolutely.

MR. BUSHA: -- it should be looked at --

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Pardon? I got to finish; we've got to finish this.

EXECUTIVE DIRECTOR ALMIRA: Yes, but I just want to answer --

CHAIR ENRIGHT: He's going to answer that question.

MR. SMITH: And there's one other thing that I didn't mention, is we did 13th Street after all this kind of fell apart. You know, the Port, we actually did the condemnation on 13th Street, didn't we?

EXECUTIVE DIRECTOR ALMIRA: We did.

MR. SMITH: Yes, so I mean the Port has, you know, tried to improve the access from west to east and east to west in light of that. So I mean let's put that in the mix too. That's what I would say.

MR. BUSHA: That's fair.

CHAIR PRO TEM HUBBARD: Okay, fair; that's fair.

MR. BUSHA: All right, so what I have -- I haven't heard anybody say anything that would preclude the City from positively looking at the annexation and the land use change. I mean can we at least agree that we've heard nothing, no fatal flaws, none of that?

Ms. Hubbard came up with an issue that I think the Port and the City can work on, you know,

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local access between 11th and President Barack -- I know you have 13th, but you've got to be fair. Ms. Hubbard, I think, is bringing up an issue she wants to work with you on. So -- and that's how I'm going leave it if there isn't anything more on that, I mean because I think, like you said, this should be easy.

MS. WALDRON: Can I just add something too?

MR. BUSHA: Okay.

MS. WALDRON: The Port has a presence on the -- it's the TPA now, by the way.

MR. BUSHA: Yes. Yes, they keep changing their name.

MS. WALDRON: Right. So now it's TPA. Anyway, I don't think the Port -- and I'm not speaking for all the Commissioners, but I represent the Port on the TPA. I mean we would be probably more than happy to support the City if they want to push this issue with the TPA --

MR. BUSHA: That's good.

MS. WALDRON: -- you know, for your -- you know, if that would help.

MR. BUSHA: Yes, they're your staff, you know, and that's the Board you work with, so you can work with them.

I'm going to quickly move into Interlocal

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Agreement unless there's any more questions.

Thank you, Commissioner Waldron.

MR. WARD: Public cards?

MR. BUSHA: At the end.

CHAIR ENRIGHT: At the end.

MR. BUSHA: I'm going to give a very brief presentation again, and thank you for the opportunity to reintroduce this idea, the Interlocal Agreement, reintroduce an idea that I guess to update the old 1996 Interlocal Agreement.

I mean the last time these two Boards met, they spent probably three or four hours on this issue. And that was on June 9th, and the subject was the Interlocal.

It was prompted by -- the meeting was actually prompted by some legal and regulatory wrangling between the Port and the City related to some zoning issues, business licensing, uses at the Port, permitting, site plan approvals, building inspection, storm water issues. All of these issues were discussed at length on June 9th, 2015.

And there were two conclusions that came out of that meeting, and I think they were pretty important. The general notion was for both sides that to keep the IRA -- to keep the IRA, yes -- to keep the

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Interlocal Agreement, but they wanted it updated, you know. I mean everybody at the meeting wanted to facilitate redevelopment of the Port for economic reasons and for all the reasons that you're neighbors.

A lot's changed in the last 20 years. Some topics were no longer valid. Some folks added topics at that meeting. But it was time to sort of reset this relationship between the Port and the City.

And the Interlocal Agreement wasn't to usurp anybody's policies, anybody's land use, anybody's plans or anything like that, but what it really was is to establish a framework of how you guys are going to behave, basically, on all those issues.

There was a lot of staff that's come and gone, a lot of elected officials have come and gone since 2015. But the second big thing that it established was a framework for the revised Interlocal Agreement.

It would look similar to the old one, but there were some big, big things that were discussed related to the update of the new agreement. Land use and zoning, I mean there was a suggestion, and it's in the Interlocal, that a special Port zoning district be established so that the Port would be treated as a port, not just another industrial park out west.

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There are special uses. It clarified, and I think it needed some real clarification, site plan approvals, permitting and business licensing and fees, because all of those were very contentious issues back in 2015, and they still may be, about who's doing, who has the authority to do that. Again, a reset was needed.

Employment, goods and services, that would just be restated because it's a local first preference.

It clarified storm water utilities fees and liability. I mean that was just a subject that was added to the agreement. Provision of municipal services, water, sewer, police, fire.

Port expansion. I mean this caused a lot of contention during the meeting, but it recognized the Port annex property to the south, the thing we just talked about, the piece of property we just talked about. Recognizes potential for Port parking in southwest corner of 11th Street and U.S. 1.

It examined Port expansion north to 11th Street and west of U.S. 1. I mean there were provisions for that under consent of the City and under the new Port overlay zoning district and consistent with the City's land use and zoning code which they had just adopted recently, but frankly, would, whether it's

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the Port or any other industrial user, would control the form and function of those land uses without discriminating it being the Port or some other industrial user.

There's mutual and regular communication, sort of representation that we do this at least once a year -- like I said, that was three years ago, but it's okay, we're back -- and notification of City land use and zoning changes south of 13th so the Port would know what was going on and things that would affect it.

There as a landscaping plan for the Port that was suggested as part of the Interlocal that would have to be done, and there was a sunset provision that was added, so every ten years we'd go back and revisit the Interlocal, not wait 20 years next time.

So all of these things happened over the last three years. And the report was drafted, actually the new Interlocal was drafted shortly after the June 9th, and it was provided to the City and the Port.

In September we had one meeting with City staff, the City Administrator, the City Planning and Zoning Director, and we had one meeting with -- and the City's attorney, and one meeting with Manny and his staff. And then everything stopped. We got busy on doing other things, and the work stopped.

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Now, I know some of you folks believe that updating and challenging ourselves to update an agreement is a good idea, and memorializing how we behave with one another, how we treat each other on these issues is very important to some. But I need to know what all of you think.

And before we even think about moving forward with the process, and again, I'm not talking about redoing everything, but restarting the process so that the two staffs, Greg, Larry, Manny and everybody else on staff and everybody on the Rivera Beach side has a chance at least to review the revised Interlocal Agreement, because I've got to tell you, I don't think anybody's really paid any attention to it or looked at it, because we got one meeting out of the way and then we stopped.

So I'll ask you this question: Does everybody believe that updating the Interlocal Agreement is a good idea? And I think that's a conversation you need to have, so before you do anything else.

COMMISSIONER CIKLIN: I don't know if this is on.

MR. BUSHA: You've got to push that top button.

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COMMISSIONER CIKLIN: Yes, I think before we decide whether or not an Interlocal Agreement is a good thing, you know, the first one -- times have changed immensely. There's a lot of regulations coming out of Tallahassee now that weren't involved when we did the first one, so that's the first thing we have to look at.

When we first did the first Interlocal Agreement, it basically came up because we were having a lot of trouble getting a lot of our, you know, Planning and Zoning approved. And so we went to the City and we said, well, let's have this Interlocal Agreement. And it was fair to both sides at the time. But that's because we had a lot of construction going on at the time, and I think that was one of the main reasons why we did it.

I'm not against it, but I think we need to have like meetings with staff to see if we can do another one and see what benefits would come about from it.

MR. BUSHA: Okay, that's fair.

Anybody else like to comment?

COMMISSIONER BOTEL: Well, it seems to me that it's always a good idea to have conversation and to have that dialogue about why it's important. I hear

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what you're saying. Maybe Tallahassee has made it a moot point, but on the other hand, we don't know that until we have the dialogue about it. So I'm in favor of having the dialogue.

CHAIR PRO TEM HUBBARD: I think that each side, we both can look at the Interlocal Agreement, see -- we should each look, see what changes we want to make, and maybe when we come back together, we can discuss those. And if we find that we're in agreement with doing so, then we can discuss, you know, possibly going forward.

But maybe you guys can workshop it section by section and see what the changes -- how the changes would benefit, and then we can do the same, and then we could come back together to discuss those changes.

MR. BUSHA: Okay. Let's go to this side and then back to this side. Was it Wayne or Katherine?

COMMISSIONER RICHARDS: This is Katherine, yes.

MR. BUSHA: No, I know. I thought you were reaching for the mike. I know, Wayne.

MS. WALDRON: There's no expiration date on this agreement, or is there?

MR. BUSHA: No expiration on the current agreement. It's still in force. The 1996 agreement is

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still there.

MS. WALDRON: So my only suggestion then is --

COMMISSIONER CIKLIN: It's not really.

MR. BUSHA: Well --

COMMISSIONER CIKLIN: Yes, the 1996 is long dead. So when you say it's still there, I mean it's still -- but no one follows --

MR. BUSHA: If no one's following it --

COMMISSIONER CIKLIN: Exactly.

MR. BUSHA: -- that's one thing. But the agreement is still in -- it hasn't terminated --

CHAIR PRO TEM HUBBARD: The agreement is still there, and it hasn't terminated.

COMMISSIONER CIKLIN: Well, that might be true, but no one has been following it. The City hasn't, we haven't, so we need a new one or update.

MS. WALDRON: We need some type of baseline at least to work from. And I would just suggest that we do have a conversation, decide to have meetings, that we, at this meeting, if possible, set a timeline on that so we don't go through another three years.

COUNCILPERSON BOTEL: I agree.

MR. BUSHA: Okay. Let me just explain where the update came from. I took the old agreement as the

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baseline, subtracted everything out at the workshop that everybody didn't think was needed and added everything in that people wanted to be in there. So that's, that was the baseline.

CHAIR ENRIGHT: May I?

MR. BUSHA: Well, okay, Chair.

CHAIR ENRIGHT: The only thing I want to interject is just that I cannot foresee that we can just have another meeting and go through all this. I think it's going to take section by section, meeting by meeting to discuss a lot of these issues. I don't think it's just going to be, hey, we just have one meeting, discuss, and come up with some ideas. I think it's going to take several meetings, through maybe a year or so.

I mean it's going to be at least a year before we can come up with a document. That's if we're going to do it right. And then our attorneys need to go back and research, because we place something in the document, it might not even be relevant or even used anymore in Tallahassee. So it's going to take time to do this, and we have to work together diligently and over months and periods of time. That's all I want to say.

MR. BUSHA: One more comment, and then we

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need to close and take public comment. So --

COUNCILPERSON DAVIS: I'm just going to be extremely brief. I support what everyone stated, more specifically, Commissioner Waldron. We have to make a commitment now, after public comment, on some dates when we're going to meet. I mean that's the biggest issue we have.

We sat down, we had comments, we discussed it, we never got a hard date and went back and forth with staff. Well, we all in the room today to say we are committed to meeting and start put some dates, potential dates, and staff can bring them back later.

But we in this room, before we leave today, we need to say we're committed to actually meeting so when these meetings come, we must commit to finding a way to make it work and move forward with just looking at what's been changed, what's been modified from the staff level on our end, so when we come back, we all better prepared to have a discussion on how we want to work together.

MR. BUSHA: If what I heard -- and I heard Ms. Hubbard. If what I heard her say correctly, I listened properly, is that an opportunity -- there needs to be an opportunity to take the draft, share it with the Port staff and their legal counsel and

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everybody else, and get them -- get some feedback from them on it, share it with City staff, get some feedback from the City on it, go through it line by line, and then maybe the staffs get back together and just chat with each other about it.

Before you guys come back as a group, I mean I think your staffs need to be satisfied that we've done everything we could to recreate an updated agreement that's going to be meaningful. You know, it's a ten year sunset thing.

So I just would ask, with your permission, I'd be happy just to do that. I'd love the opportunity to go through, with each of your staffs, what's in that draft, and then they can take it and work together on it. So I don't know if I can get an amen to that or not, but I'm happy to do it. I just -- all right, so and then the staffs, if you'd like them to work on it until they say uncle, you know, and they'll report back to you on it. So can we just -- can we try that?

COMMISSIONER CIKLIN: Yes, that's good.

MR. BUSHA: And then you guys, we'll get you all back together again when they feel comfortable that they've got something you can, you know, sink your teeth into.

COMMISSIONER RICHARDS: Michael, that makes

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sense to me, and I see many of us on both sides shaking in affirmation. I suggest you put some rough timing on it. In other words, are you suggesting four, eight or 12 or 16 weeks for this first draft of something? Let's not leave it wide open, and then it's three years.

MR. BUSHA: Thank you.

COMMISSIONER RICHARDS: So I'd suggest we have that today as a goal.

MR. BUSHA: Do you want to take public comment and think about that?

COMMISSIONER RICHARDS: I'm going to always say yes to public comment.

MR. BUSHA: Well, I know, but don't leave, because we can -- I'd like a chance to talk with both the staffs and see what a reasonable time -- because everybody's busy, and I just want to make sure that they can -- I could give you a date, but they're all going to --

COMMISSIONER RICHARDS: Sure.

MR. BUSHA: -- look at me and shoot me.

So I don't have the cards. Who has the cards? So all right. Well, we're not -- it's 7:02. Forgive me.

CHAIR ENRIGHT: Mr. Ward, you gave us

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several. We have two items that we discussed today, and so I will take the first one, the annex one. You have three minutes to discuss the annex property. Then you will have three minutes to discuss the Interlocal Agreement. Thank you, sir. Three minutes.

MR. WARD: Mr. Cleary would like to go first. Would you take him first?

MR. CLEARY: Ward's got a long mouth.

CHAIR ENRIGHT: Oh, I didn't even see your card. Oh, I'm sorry, sir. And you are going to talk on the annex.

MR. CLEARY: Yes. My name's John Cleary. I'm president of Palmwood Corporation, and I own 301 10th Street & Associates, located at 301 West 11th Street.

And Larry Smith, that's good what you said. I've been here probably as long as you then maybe, because I remember the Chinese restaurant and the trailer park too.

But there's three sides to every story. And what is it, M equals E something squared or whatever? I'm not against the annexation, but there's going to be a reaction equal and opposite to that annexation.

And everybody's talking about 2008, 2015, 2000 whatever. We've got to go back to 2002, 1990

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something, to where the overpass was going over 11th Street and hooking up on the north side of U.S. 1. The annex section was the second pick.

I was getting eminent domain by the DOT for that property. It didn't go through. Then the School Board came in, and they were going to eminent domain me on that same property.

And I went ahead and bought a piece on 831 West 13th Court. And Mayor Masters went to the DOT and gave my property to the DOT because they bought all the property on the south side of Martin Luther King for drainage ponds, and they couldn't have it, which I'll agree with them, children, neighborhood and everything and maybe a drowning thing. But they went ahead and eminent domain'd me.

Now, I don't know if any of you ever been through eminent domain. It's not very fair. And they did it in 2005 when the values were worse than the depression.

Now, my problem is I'm 65 years old now. And I worked through all this, and I think this is going to happen to me again, because if you don't -- you can't use that, you're going to have to get some road through like Ms. Hubbard wants through, and you're going to come right through 10th and 11th Street. And I own

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from 10th to 11th Street.

So my problem is, you know, I'd like an exit plan. One day I'd like to retire. I don't work for the government. I don't have a pension program. I work for myself. And I don't want to wait for the government to tell me what the value of my property is based on what somebody else's is. And then to make things worse, when they took all the property over there, I got $250,000 less than everybody else. Same size property, wrong year.

So I just know there's going to be a reaction from this decision, which the decision is fine. It only makes sense. The land is no good to anybody but the Port right now. But you do anything, and you do your interlogical agreement with the City or whatever, the City can turn around and say, well, go ahead and take all the way to 13th Street, and nobody cares about me.

But I know that I've worked my whole life to try to have something when I retire, and I don't want to lose that. And that's my only problem with what you guys are doing, is, you know, I don't want to get into -- Manny knows a lot about it, but I don't want to get into the whole thing. But you know, people anticipate what you have and where you're going, and

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you make decisions. And then somebody changes it to where, oh, we're not going to do that. But in the whole time, what are you supposed to do?

And they did have a plan, and Ward will show you the drawings and everything and --

MR. BUSHA: 11th Street --

MR. CLEARY: -- it was coming right across my property. And that came when they did the Skypass and everything. And I've been here my whole life. So if you want to know something about West Palm, Riviera Beach, Key West, Ft. Myers or Jacksonville, I can tell you -- and the Port of Palm Beach.

CHAIR ENRIGHT: Thank you very much, sir.

MAYOR MASTERS: Commissioner Enright, let me just correct the previous speaker. That was Mayor Brown he was talking about, the eminent domain matter, not Mayor Masters.

MR. CLEARY: Oh, it wasn't you? Wait a minute, wait a minute, I want to apologize on record to Mayor Masters. That was Mr. Brown then.

MAYOR MASTERS: Yes.

MR. CLEARY: Okay, I'm sorry. All right, I'm getting old, you know.

MR. WARD: Gerald Ward, 2135 Broadway.

Obviously, your most important property owner

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could not be here tonight. Your neighbor to the north and to the west of this property is in British Columbia playing games with a boat or something. So he has implored me to come to at least speak on the issue. That's Martin E. Murphy of Cracker Boy and Jamco and the Murphy Companies.

Number two, I did have a handout for each of the Councils and the Port Board so that you can see there's particular information. And I will tell you that Chair Enright started it off with 13th Street co-op, and she talked about the Port in Riviera Beach. But Palm Beach County was a one-third player and financing partner of that agreement for 13th Street. So it is important that other governments need to be involved in any decision to be made.

The Port started out in the nineties with a slip three expansion. They were starting to move and go. Actually Sunny Duran produced a great plan for going forward. The Skypass came in, and out of that came the 13th Street agreement for improvements there. Opel's office building followed.

But guess what? The agreement, the Interlocal Agreement facilitated cooperation between the Port and the City of Riviera Beach, and in this document in 1997 -- '95, excuse me, the Port put that

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into their Comprehensive Plan. And although Mr. Ciklin gets excited about the time it takes, it took until March of 1997 to get adopted, a year and a half or so. So that was great.

Seven years later in your package you'll see a Motion to Intervene where Mr. Picken nicely says that the Port did agree that the reconnection of U.S. 1 to State Road 710 west of Old Dixie was an important issue and was one of the prime parts of the Comprehensive Plan even at that time.

So the City was represented in 1995-96 that if we gave up the only four-lane section of State Road 710 from U.S. 1, State Road 5, west to Old Dixie, now President Obama, that you would have a replacement.

Now, my packet goes on -- and by the way, it's not a distraction by Ms. Hubbard, Michael, because --

MR. BUSHA: Yes, I apologized for that remark.

CHAIR ENRIGHT: Mr. Ward, can you wrap it up, because you're over your minutes.

MR. WARD: No, I had three minutes twice, remember?

CHAIR ENRIGHT: I know, but now you can talk on the other subject.

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MR. WARD: I'm going through the two subjects so that we --

CHAIR ENRIGHT: Together?

MR. WARD: Together, so you have six.

CHAIR ENRIGHT: Okay, thank you. Continue.

MR. WARD: But Ms. Hubbard is absolutely correct, and there is a motion, second without objection, of this Board of the City of Riviera Beach that you do not get approval of the second reading until we come back with an Interlocal Agreement discussion.

And there's nothing wrong with that, because you can say that the Port proceeded well with a number of major projects, a $31 million Skypass, that could never be done for that money today; the office building and cruise terminal you're standing in. All of these things were cooperatively worked under an Interlocal Agreement, and you need to get some physical document back together.

So I would also comment that the Interlocal Agreement needs to produce usage of the 80 plus million dollar federal appropriations, which is going to run out in 2022.

I have given you two color enclosures. The first is that the Port is the 11th out of the 14 deep

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water ports in spending capital projects. You're not budgeting. Your next agenda on Thursday has a manager's report that he has five projects that he considers to be the important projects. None of those give lots of progress to the Port.

There is the Slip Number 2 expansion, which would then improve navigation westward of the Skypass. We designed the Skypass so that we can have the water channel go west, and that's in your packet, a depiction of that in a first phase.

That's not all that can be done to give this Port much more room for berthing a shallower drafted vessel, 15 feet, say, 18 feet. The current usage of Berth 1 is certainly not what you want to have in a Port. That's a 25 foot basin extension of 1975, and it needs to be used for ships, not for just mega yachts.

You can put the smaller drafted ships and vessels to the west and be much more accommodating to the biggest production of dollars here, which is Tropical. You need to have them with readily available berthing, because they produce more economy for the overall area probably than the two ferries are to Freeport right now in terms of area-wide economy. It may be great for the Port.

We need to get the parking garage, which I

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have the parking garage study of 2014. You've got options of 800 to 1,000 numbers of ships -- I mean of parking spaces. All this has been sort of planned and put on the shelf here.

It's time to put it into the Interlocal Agreement, set a date within four weeks, or maybe up to six weeks, certainly nothing like three or four months. That's what caused the three year delay.

EXECUTIVE DIRECTOR ALMIRA: Some of you may know that Mr. Ward and us -- me -- don't agree about 99 percent of the things that he's always planning and expanding. I have heard his ideas --

You can give me three minutes.

I have heard his idea of putting a -- going way out west and dredging, and you're talking about plans that are not practical. He's a great engineer, believe me, he's very smart. I really respect Ward. But sometimes he gets under my skin, and the reason for that is he is not practical.

With all due respect to him, he has no clue of what it is to run a Port. He has a lot of plans, and that's fine, that's great. We need planners. We have a planner. But for him to walk into a room like this and have our friends walk out with a certain idea that we're not doing what we're supposed to, that we're

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the 11th out of 14? Guess what? We're the third highest producing revenue per acre in all the 14 ports in Florida. But that doesn't get mentioned. That's an inconvenient truth.

So what you're hearing from me is frustration more than anything else. But I promise you, I still say hello to Mr. Ward. Sometimes he doesn't shake my hand; sometimes he does. I'll give him that. And one day we'll probably, I hope, we'll go out there and have some lunch. But those ideas of his are not practical for this Port. Thank you, folks.

CHAIR ENRIGHT: I just want to make a comment. You want go to the next person --

MR. BUSHA: Are there other public comments, or is that --

CHAIR ENRIGHT: I have one more by -- did you have another comment, sir? Do you have another comment, or are you --

MR. CLEARY: My only one, I kind of --

CHAIR ENRIGHT: Okay.

MR. CLEARY: Yes, I think I addressed most everything. But my big issue is the City can do whatever it wants. I mean I was here when the main road came through and they took Avenue E from us and they took 9th Street from us.

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CHAIR ENRIGHT: They're not going to take another street from you, don't worry.

MR. CLEARY: All right.

CHAIR ENRIGHT: We're not going to --

MR. CLEARY: No, but I've even talked to Manny way back in the days about can't take any more streets, and we got a curve, we got to go up, and it's hard to get in and out and everything now.

And we just don't want to -- you know, if you come through, that's fine, just buy me out and give me a lot of money, that's all. Let me go away. Maybe I'll go take a vacation, you know. But what I'm saying is I don't want to be surprised.

You know, Ward is a pain. And he's a pain to me, and that's how I ended up here. It was just, you know, he got me here. And I'm glad I came. And you know, everybody's nice, you know. But you can work these things out.

It just -- it's the surprises that hurt the common person that's out there. You don't want to just all of a sudden find out from a letter from a judge, from an attorney that says okay, you're done, you know. And you go, well, wait a minute. Oh, no, you ran out of time. You didn't respond in a timely fashion. And you find out they're sending the letter to someplace

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you haven't lived for ten years, you know.

And then, you know, then it's all just what it is, you know. It's two or three people arguing and a judge sitting there, going to make up his mind on what's going on, or five people that you don't even know that never worked a day in their life in the field you're doing in are going to go ahead and make a judgment on what you're supposed to get. And basically, that's all I want to say. Thank you.

MR. BUSHA: Forgive me, there's one letter I need to read into the record.

CHAIR ENRIGHT: Read it.

MR. BUSHA: If you don't mind, I'll quick --

CHAIR ENRIGHT: Read it.

MR. BUSHA: This letter is from Marty Murphy, 1071 Grand Bahama Lane, Riviera Beach, Florida. I'm unable to attend. The letter is dated June 6th, 2018. I'm unable to attend the subject meeting as scheduled. Thank you for presenting my comments pertaining to item number one, 105 Broadway.

The City closed Port Road to traffic and gave it to the Port of Palm Beach in order to build the new Skypass. For this closure, the Port of Palm Beach and FDOT agreed to build a new east/west connector road at 105 Broadway, which was condemned and purchased by DOT

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for this purpose, as exhibited.

Attached are exhibits, including copies of my prior statements concerning this item as follows: A 4-18-18 memo to file objecting to agenda item 19, 20 and 22 presented at the City Council meeting; a 1-28-13 objection letter to Palm Beach County Master Plan Update; and an 8-23-12 objection letter to Port of Palm Beach, plus exhibits.

In conclusion, I ask that you table this agenda item until arrangements can be made to reopen Port Road or construct a connector road as it was planned in 1995.

Item four, Interlocal Agreement between the Port and the City. I am the north adjoining property owner to the Port, Cracker Boy Marine. I have always attended and participated in many public workshops for these Interlocal Agreements, and I'm concerned about what change will be discussed. Please read into the record my current concerns and attach previous objection letters and notes.

I'll turn this in to the Chair.

CHAIR ENRIGHT: Thank you. I have a copy, so thank you.

Commissioner McArthur.

COMMISSIONER McARTHUR: Can you hear me?

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MR. BUSHA: Yes.

COMMISSIONER McARTHUR: One, Gerry, I just wanted to thank you. We need visionaries, and you're a visionary. You frequently come all the way from Key West to these meetings. I appreciate it immensely. You know, Manuel is a 'Nole, so you know, you've got to take that with a grain of salt.

I also just wanted to say if North Korea and the United States could reach an agreement in short order -- hopefully it will be meaningful -- I'm sure Rivera Beach and the Port of Palm Beach can resolve all these differences, and I look forward to helping any way I can. Thank you.

MR. BUSHA: Well, I had a chance to talk to each of your staffs, and let me tell you, please give me an opportunity to chat with Karen and Jeff. They have not even seen the -- they're all new faces. They haven't even seen the draft. So please, just give me a minute.

I mean Greg's probably seen it ten times and wants to tear it up and redo it, but -- so he's a little more prepared. But they have not had a chance to look at it. So just give me -- before we give you a date certain, just please give me a chance to be fair to the City staff on that one.

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Trying to think, I had something -- oh, so I want to walk away from here with two things. I want to understand that the second reading on the 105 annex, is that on or off? You guys, is that something you can agree to go with?

CHAIR PRO TEM HUBBARD: What do you mean?

MR. BUSHA: Well, there's a second reading that has to happen of the 105 Broadway property. And so the point of all this, part of the point of all this was to get some understanding that that's something that at least the City would consider, the second reading.

CHAIR PRO TEM HUBBARD: Okay, so with the second reading --

MR. BUSHA: Not approving it, just a second reading.

CHAIR PRO TEM HUBBARD: The second reading approves it; the second reading approves it.

MR. BUSHA: Okay.

CHAIR PRO TEM HUBBARD: So in there, there has to be a discussion or consideration about the things that we talked about today, and as you said, they're worth considering. And, but, you know, prior to the second reading, I don't know if we're going to get together, or before then or what, but we have to

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discuss the issues that are going to affect us. So I know everybody was nodding yes, yes, yes. Second reading approves the document.

CHAIR ENRIGHT: May I say something?

Commissioner, is it on?

Councilwoman Hubbard, we're only talking about the annex property --

CHAIR PRO TEM HUBBARD: I know what we're talking --

CHAIR ENRIGHT: -- that's in the jurisdiction of the Port. And it belongs -- now it is deeded, it is to the Port. The only thing we're asking you, asking the City Council is to change the land use, because no matter if you decide to take a street up 11th Street or whatever, whatever you do, it has nothing to do with that little strip of land. That is a totally -- I'm with Commissioner Peyton MacArthur. That's something totally different.

So it's within the boundary of the Port of Palm Beach. We're not able to use that parcel at all until the land use is changed. That's the only thing we're asking. You can put roads everywhere you want, take millions of dollars and do how many streets you want. You have to receive money and grants. We're only asking to use that property that's just out there.

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We can be receiving revenue from it, other things.

So we're not -- this has nothing to do with the Interlocal Agreement. We would then take how long it's going to take, how many months and work together on the agreement. This is something we're only asking to change the land use, and your own City has said it has gone through all the channels, and they have no problem with it in the department, the gentleman said. So I don't understand. I'm beginning to think, hey, are we being held hostage? I hate to say it like that --

CHAIR PRO TEM HUBBARD: I don't care that you say it like that.

CHAIR ENRIGHT: This is not right. This is wrong.

CHAIR PRO TEM HUBBARD: Mr. Busha, may I?

MR. BUSHA: Yes.

CHAIR PRO TEM HUBBARD: I'm not offended by the -- that you say that you're beginning to feel that we -- that that statement means that you're being held hostage. I stated earlier that that is definitely not my intention. And I'm sorry that for the hour and a half that we sat here you still laboring under the assumption that I don't understand that we're talking about the annexation of the property at the south end

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of the bridge next to West Palm Beach and the fact that it is Port property and you're talking about the land use changes. I understand that clearly, and I think everybody in here understands that I get that.

But my point was still my point. And you know, with no disrespect, I thought that we had come to an understanding that -- well, maybe not an understanding and not even an agreement, but at least an acknowledgment of the fact that the discussion needs to be had about access.

We also -- and I also acknowledge the fact that the 13th Street improvement that you did provided some access. So I thought we were at least there. But it seems that the last hour and a half have left you baffled to the fact that I understand exactly what we're talking about, but I'm not asking you to change your position, but I'm asking you to hear my point. That's all that I'm saying.

COMMISSIONER McARTHUR: Ms. Hubbard, I think you made that point, and I think we all agreed on that. But the issue, as Ms. Enright and others said, is holding one to the other. That would be like us saying we're not going to give any more grants on, you know, Fire-Rescue or public safety to the City until you approve the -- I mean that's not right. We're not

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going to do that. They shouldn't be tied together.

You made your point. We're going to address that. It has to be addressed, hopefully in both comp plans and in, you know, our Interlocal Agreement. But I have to agree with Chairwoman Enright that the two should not be tied together. You should not say I'm not going to do a second reading -- I mean doing what you're proposing on the access, that's going to take a long time. How long are we going to hold up the change in land use?

MR. BUSHA: T.D.

COMMISSIONER McARTHUR: Anyway, I'm sorry.

MR. BUSHA: No, I --

COUNCILPERSON DAVIS: With all due respect to the comments, the temperature is not about getting what you want. As we read the agenda, it just said presentations on both items. It didn't say present and make a decision, all respect.

Now, we do want to work well together, but when you make those comments because you didn't get what you came prepared to do, that's not fair to the entire meeting. We all came prepared with information, with the understanding that we going to expedite the next meeting to make a series of decisions, all right? Now, if you came to this meeting with just -- to make a

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decision on this item, then that should have been said in the very beginning.

My intent -- now, I support the annexation with the understanding that staff reviews it with all the historical things that happened since 1996 all the way up until now and the impact on the changes moving forward. If it says what you all have stated, then I support it. If there are some changes, some modifications that we're not aware of that hasn't been presented in this meeting, then we have another issue to address.

But I just want to make sure our staff can sit down and convey, get together and get with our entire Council and make sure everybody understand what's been said is what it is. But if it's not, we need to be in a position to say, hey, no, that's not necessarily true, or hey, we can move forward. What they're stating is correct. And that's all I'm stating, that's all.

MR. BUSHA: Let me try this; let me just try this so I understand that what I heard was that -- related to Ms. Hubbard's comment -- Ms. Waldron's comment related to commitments on both sides, that they would go ahead and take this issue seriously. They came up with additional Port access. They would also,

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you guys together, would work with the TPA and try and get this done. So I can't speak for anybody else on the Board, and that will just happen. Whatever happens, happens. You'll have to decide as a Board what you want to do.

COMMISSIONER RICHARDS: Mike, I do have a question.

MR. BUSHA: But that's my understanding of how we left this, and that the second reading, the next hearing wouldn't be held up because of this. So I'm -- that was my understanding, so --

COMMISSIONER RICHARDS: May I? You know, Mr. Ward's been consistent, Marty Murphy's been consistent in bringing this up.

At the Port, we have our five year and our ten year plans, and I can't ask your staff, it's not appropriate, but is this something that the City has in your Master Plan? Are you actively pushing this at the TPA? Is this something you've voted on and you're pushing and we don't know about it? Because if it is, we want to get behind it. But if you're not talking, you're not voting on it on your side, then we don't know about it. You don't have to answer. It's rhetorical. But if it's something you're pushing, you're working on and you're asking the TPA to do, let

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us know. We'll assist you.

MR. BUSHA: Well, I already heard a commitment to do that from both --

COMMISSIONER RICHARDS: I'm saying I don't know that the Council wants it. And I don't have to know, but I'm not sure they've voted, I'm not sure they talked about it. If they are, let's get behind them.

MR. BUSHA: Well, I heard that commitment from you, and that, I thought, was fine, so --

COMMISSIONER RICHARDS: I guess he decided.

MR. BUSHA: So let's stop there and understand that I think we -- I believe there's some understanding here about how we're going to move forward with this. No one's going to try and burn anybody else on this deal, and we're going to seriously consider that together. Through the TPA, you're going to seriously consider the additional Port access. So that was my understanding. Let's just leave it like that.

The Interlocal Agreement I will -- forgive me, I'll have to get back to you, because I don't think it's fair to the City staff. They haven't seen the document yet, they haven't commented on it, they haven't tried to edit it yet. Everybody who did is gone, so --

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COUNCILPERSON DAVIS: Excuse me, Mr. Busha.

MR. BUSHA: Sure.

COUNCILPERSON DAVIS: I do believe we have time to workshop this item before it comes before us so we can hash a lot of those issues out. So the way things looking now, it's going to be another month or two before you even get before us anyway, because, you know, the next meeting is next week, so you're not making that meeting. So I guess there's time to put together a workshop before we even -- so we have time to get to where we need to be.

So just understand that as we leave this meeting, it's been very clear. Ms. Waldron has set the tone, as she has been listening very openly to Councilperson Hubbard, and they both agree to be open to everyone's issues, not stop anything. So if you look at the time, the way the meetings are structured with the City and you guys' schedules, everything is kind of lying in place for us to have our workshop and be prepared for whenever it comes before us anyway, which won't be, potentially, until -- to sometime in July, so --

COUNCILPERSON MILLER-ANDERSON: So what is the timeline we're going to set? I know you wanted to do something before we left.

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MR. BUSHA: Just for the Interlocal Agreement?

COUNCILPERSON MILLER-ANDERSON: We're talking about for the Interlocal Agreement, yes.

MR. BUSHA: Yes, it's something different. So I don't want to speak for the City staff because they have not had a chance to review it. I just don't think it was fair. I mean Greg's had a lot of chances to look at it. So I want to talk with Karen, I want to talk with Jeff and others about what they think they physically can do to get through that.

And then the point is once they figure out what they would like to see in the draft, I need the both staffs to get together -- and that's going to take a little bit of time -- and basically hash stuff out and see if they can't come up with an agreement that they can bring back to you together and say, hey, we're happy with this, what do you think, as Board members, of the agreement, so --

COUNCILPERSON MILLER-ANDERSON: Well, I think as a Board, we do need to try to come up with a conversation and a timeline for our staff, because I don't want it to linger. We have a lot of things going on, so I can just see that kind of falling by the wayside. So at some point, we do need to address that

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issue and make sure that it happens.

COUNCILPERSON BOTEL: I agree. I'd like to see it put on the agenda so we can know that we're going to move forward.

MR. BUSHA: That's something your staff can do once they --

CHAIR PRO TEM HUBBARD: Review the document.

MR. BUSHA: Pardon?

CHAIR PRO TEM HUBBARD: Yes, like you said --

MR. BUSHA: Yes, once they get through the document, I mean you can agenda it for your Board and say, hey, here's the timeline for us.

CHAIR PRO TEM HUBBARD: Set up a workshop.

MR. BUSHA: Yes. But we need to work with the Port on it and get together with them and bring back a draft that all of you would, you know, be proud of, so --

CHAIR PRO TEM HUBBARD: Absolutely.

MR. BUSHA: So, okay? I mean are we --

CHAIR PRO TEM HUBBARD: Thank you for having us.

COMMISSIONER BOTEL: Thank you again for having us. Appreciate the opportunity.

COUNCILPERSON MILLER-ANDERSON: Thank you.

MR. BUSHA: Thank you for hanging in there.

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COUNCILPERSON BOTEL: Thank you.

CHAIR ENRIGHT: I would like to thank everyone for coming, and we look forward to doing it again. Thank you.

(Whereupon, at 7:34 p.m., the proceedings were concluded.)

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C E R T I F I C A T E

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I, Susan S. Kruger, do hereby certify that I was authorized to and did report the foregoing proceedings at the time and place herein stated, and that the foregoing pages comprise a true and correct transcription of my stenotype notes taken during the proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 2018.



Susan S. Kruger

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A

abandoned 19:11 22:25 24:18
able 13:20 14:7 14:8,11 69:20
absence 4:9
absolutely 39:21 39:24 60:6 78:18
access 13:14,19 24:21 25:9,16 25:22 27:12,13 27:18,20 28:1 28:19 33:22 37:4,5,6,8,15 37:19,25 38:12 40:13 41:1 71:10,13 72:8 73:25 75:17
accommodating 61:18
accord 31:14
acknowledge 71:11
acknowledgm... 71:9
acre 63:2
Acting 34:21
active 36:5 37:17
actively 74:18
activities 18:8
add 10:15 11:18 14:21 15:6 41:7
added 12:6 43:6 44:12 45:14 50:2
addition 7:2,3 10:7
additional 36:1 73:25 75:17
address 4:18 23:5 72:2 73:11 77:25
addressed 16:5 63:21 72:3
adjacent 33:5 35:6
adjoining 66:14
administrative 17:13 18:6
Administrator 45:21
adopted 44:25 59:3
affect 33:4,4 45:10 69:1
affirmation 53:2
agency 39:12
agenda 2:18 15:5 27:2 61:2 66:4,10 72:16 78:3,11
aggressively 35:24
ago 20:22 22:11 35:14 45:7
agree 15:11 40:22 49:23 55:13 59:7 62:10 68:5 72:5 76:15 78:2
agreed 19:19 65:24 71:20
agreement 2:19 15:13 20:6,10 21:15,17 26:9 26:24 27:2 42:1,8,10 43:1 43:9,18,21 44:12 46:3,13 46:19 47:2,9 47:13 48:6,9 48:23,25,25 49:12,13,25 52:9 54:5 56:15 58:13,20 58:22,23 60:10 60:18,21 62:6 66:13 67:9 70:3,5 71:8 72:4 75:20 77:2,4,16,19
Agreements 66:17
ahead 4:20 25:6 30:16 55:8,14 56:16 65:7 73:24
Aide 5:13,14
allow 25:5,9
allowing 26:9 27:25
Almira 3:6,22 16:11 22:1 31:2,22 32:3 40:3,11 62:9
alongside 19:17
alternative 24:24
alternatives 19:11
amen 52:15
amendment 28:22 29:7,24 35:1,2
amount 36:6
analyze 32:6
Andrew 5:10
annex 2:18 15:22 16:4,6 16:20 19:24 23:17,18 24:2 24:14 26:3 27:4,5,8,12,18 32:19,21 38:14 38:15 44:16 54:2,3,11 55:3 68:3 69:7
annexation 40:21 54:22,23 70:25 73:3
answer 21:24 31:23 38:7 40:4,5 74:23
answered 24:15
anticipate 56:25
anybody 12:19 38:5 40:20 47:22 56:13 74:2 75:15
anybody's 15:9 43:10,10,10 46:14
anymore 50:21
anyway 21:6 41:14 72:12 76:7,20
apart 40:9
apologize 57:19
apologized 59:18
application 21:19
appreciate 67:5 78:23
appreciated 13:15 34:23
appropriate 74:17
appropriations 60:22
approval 21:4 21:12 28:15 35:2 60:9
approvals 20:3 42:19 44:3
approve 71:25
approved 47:11
approves 68:18 68:18 69:3
approving 68:15
area 8:17 39:7 61:22
area-wide 61:23
areas 6:6 9:25
arguing 65:3
arrangements 66:10
arrived 6:16
asked 7:3 8:19 8:23 18:4 26:7 26:9
asking 29:15 69:12,12,22,25 70:5 71:16,17 74:25
assist 10:1,13 75:1
Assistant 5:3
associated 35:1
Associates 54:14
assumption 70:24
at-grade 19:3 22:22,24 35:25 36:1,2,9
attach 66:19
Attached 66:2
attempt 35:24
attend 65:17,18
ATTENDAN... 1:18
attended 66:16
attendees 2:6
attention 46:14
attest 13:10
attorney 3:8 5:10 16:2 17:17 45:23 64:22
attorneys 15:20 16:2 50:18
audience 5:9
authority 25:16 44:6
authorized 80:9
available 61:20
Avenue 63:24
aware 73:9

B

back 5:1,17 15:1 15:16 16:23 20:23 21:1,6 21:12,25 22:22 25:4,20,21 27:21 30:12 32:13 34:4 35:22 36:22 38:8,20 44:4 45:8,14 48:8 48:15,17 50:19 51:9,12,18 52:4,6,18,22 54:25 60:10,19 64:6 75:21 77:17 78:16
baffled 71:15
Bahama 65:16
Bailey 5:7
Baker 3:14
Barack 6:16 16:23 23:3 25:23 41:1
based 56:7
baseline 49:18 50:1,4
basically 17:24 18:3 20:6,16 21:13,13 43:13 47:9 65:9 77:15
basin 61:15
Bazaar 17:4
Beach 1:3,5,12 2:2,3,4,5,24 3:1,14 4:3,15 6:5,9,22 7:5 8:11,15 9:10 9:20,23 11:22 11:25 12:1,10 12:12 13:7 16:7,21 18:20 18:21 20:5,18 21:2 22:15 23:23,25 32:23 35:5,5,7 37:24 39:3,13 46:11 57:11,12 58:11 58:12,24 60:8 65:16,22,23 66:6,8 67:11 67:11 69:20 71:1 80:5
Beach's 19:14
Beatrice 3:19
beautification 7:4
beepers 15:7
beginning 2:6 70:9,19 73:2
behalf 4:3 17:23 20:2
behave 43:13 46:4
believe 30:15,18 38:21 46:1,18 62:17 75:12 76:3
belongs 69:11
benefit 13:3 48:14
benefited 12:25
benefits 47:19
Berth 61:14
berthing 61:12 61:21
better 39:14 51:19
big 24:15 43:16 43:20,20 63:22
biggest 51:6 61:19
bit 22:14 77:15
Blair 1:21 3:4 6:3
blue 9:19
Board 1:3 2:2 41:23 55:6 58:8 60:8 74:3 74:4 77:18,21 78:11
Boards 42:11
boat 58:3
bodies 31:13
boss 33:18
Botel 1:24 4:23 22:4,18 28:23 32:24 47:23 49:23 78:2,22 79:1
Botel's 23:16
bothering 34:5
bottom 27:14
bought 55:8,10
boundary 69:19
Boy 58:5 66:15
bridge 71:1
brief 42:6 51:3
bring 27:6,7 33:23 51:12 77:17 78:15
bringing 41:3 74:14
brings 20:13
British 58:2
Broadway 2:18 15:12,23 57:24 65:20,25 68:8
brought 27:19 28:5 29:5 30:7 33:22 34:7
Brown 57:16,20
budgeting 61:2
build 19:25 65:22,24
building 5:15,16 42:19 58:21 60:15
built 39:13
bullets 15:6
burn 75:14
Busha 1:19 2:9 10:22,24,25 11:4,6,7 12:19 12:21 13:24 14:3,15,17 24:7,13 25:8 25:13,17,24 26:2,6,12,18 26:21,25 27:4 27:9,24 28:3,6 28:10,18,19 29:4,10,11,12 29:17,19,22 30:11,16,22 31:1,21 32:18 33:20 34:4,9 34:10,16,19 35:20 36:16 37:19 38:2,4 39:16,22,25 40:16,19 41:8 41:11,19,22 42:4,6 46:24 47:21 48:16,20 48:24 49:5,9 49:11,24 50:6 50:25 51:21 52:21 53:7,10 53:14,21 57:6 59:18 63:14 65:10,13,15 67:1,14 68:7 68:15,19 70:16 70:17 72:11,13 73:20 74:8 75:2,8,11 76:1 76:2 77:1,5 78:5,8,10,14 78:19,25
business 42:18 44:3
busy 20:14 45:24 53:17
button 46:25
buy 64:10

C

C 80:1,1
call 3:14 16:19 22:23
called 18:1
capital 61:1
card 54:10
cards 42:3 53:22 53:23
care 3:20,24 70:12
cares 56:17
Carl 3:14 22:11
carrying 20:17
case 17:25 18:4 18:4,6,6,11
Casey 3:9 20:16 20:22 21:18
cause 37:2
caused 44:14 62:8
cell 15:7
Central 39:3
certain 18:25 20:8,8,9 62:24 67:24
certainly 61:14 62:7
certify 80:8
CH2M 3:9
Chair 1:20,21 1:23 2:21,23 3:23 4:8,13,14 5:23 10:18,23 11:2 12:18,20 12:23 13:22 24:9,12,22 25:2,12,14,18 26:1,4,11,15 26:19,22 27:1 27:5,10,25 28:4,9 29:9 36:17 37:20 38:6,18 39:21 39:24 40:5,17 42:5 48:5 49:13 50:5,6,7 53:25 54:9

57:13 58:10 59:20,24 60:3 60:5 63:12,16 63:20 64:1,4 65:12,14 66:21 66:22 68:6,13 68:17,20 69:4 69:8,10 70:12 70:14,16,18 78:7,9,13,18 78:20 79:2
Chairwoman 4:24 72:5
Chairwoman's 5:12
chalk 39:20
challenging 46:2
chance 12:15 46:12 53:15 67:14,22,24 77:7
chances 77:8
change 15:13 26:7 30:3 36:20,22 40:22 66:18 69:13 70:6 71:16 72:9
changed 43:5 47:3 51:17 69:21
changes 45:9 48:7,13,13,15 57:1 71:3 73:6 73:8
changing 33:2 41:11
channel 61:9
channels 70:7
chat 15:1 52:4 67:16
Chief 5:4,6,11 5:12 8:21 11:23,23
children 55:13
Chinese 17:2 54:18
chose 17:17
chronology 15:22
Ciklin 1:21 3:4 6:3 46:22 47:1 49:4,6,10,15 52:20 59:1
citizens 6:18,25
city 1:5,5,23,24 1:24,25 2:3,3 2:25 4:14 5:2,3 5:5 6:5,8,10,13 6:17 7:1,6,12 7:16,17,21,25 8:11,15,16,19 8:23 9:1,2,10 9:13,18,22 10:3,4,5,6,13 10:20 11:9,14 11:20,24 12:10 12:25 13:6,21 16:6 17:16,17 18:19,20 19:13 19:16,18 20:16 20:18 21:2,5 25:23 28:7,13 29:6,24 30:12 34:1,6,14,15 34:22 35:4 36:13,21,25 37:1,24 39:18 40:21,25 41:17 42:17 43:8 44:22 45:8,19 45:20,21,21 47:12 49:16 52:2,3 56:15 56:16 58:24 59:11 60:8 63:22 65:21 66:5,14 67:25 68:11 69:13 70:6 71:24 74:17 75:22 76:18 77:6
City's 39:17 44:24 45:23
civility 15:5
clarification 44:2
clarified 44:1,10
clarify 26:17
clear 11:12 76:13
clearly 71:3
Cleary 54:6,8,12 54:12 57:7,18 57:22 63:19,21 64:3,5
Clerk 3:17
close 27:11 29:25 34:17 51:1
closed 13:13 18:11 65:21
closure 65:23
clue 62:20
co-op 58:11
Coast 17:11 39:15
code 30:3 44:24
collaborate 13:21
colleague 31:8
colleagues 13:2 31:7,19
color 60:24
Columbia 58:2
come 5:19 8:3 11:24 14:7,8 14:25 15:16 21:25 23:3 24:24 25:15,20 32:11 33:17,19 37:10 43:14,15 47:19 48:8,15 50:13,17 51:15 51:18 52:6 55:25 58:4 60:10 64:10 67:4 71:6 77:16,21
comes 4:7 30:12 76:4,20
comfortable 52:22
coming 14:5 21:12 26:25 32:13 47:4 57:7 79:3
comment 28:25 35:19 47:22 50:25 51:1,5 53:11,13 60:20 63:13,17,18 73:22,23
commented 75:23
comments 10:14 35:11 51:8 63:14 65:19 72:15,20
Commission 35:22
Commissioner 1:21,22,22 2:20,21 3:3,4,4 3:5 6:2 10:17 11:13 12:8 22:18 32:20,25 33:18 35:19,21 42:2 46:22 47:1,23 48:18 49:4,6,10,15 51:4 52:20,25 53:8,12,20 57:14 66:24,25 67:2 69:5,17 71:19 72:12 74:6,12 75:4 75:10 78:22
Commissioners 1:3 2:3 3:3 4:4 10:15 41:15
Commissions 36:20
commit 51:15
commitment 51:5 75:3,8
commitments 73:23
committed 51:11,14
common 64:20
communication 12:11 45:5
communicatio... 11:16
Community 5:5
comp 72:3
Companies 58:6
complete 6:24
Comprehensive 59:1,9
comprise 80:11
concern 22:5 33:14
concerned 7:21 9:6 66:17
concerning 66:3
concerns 33:9 33:10 35:11 66:19
concluded 79:6
conclusion 66:9
conclusions 42:22
condemn 17:8
condemnation 40:10
condemned 17:1 65:25
condition 28:14 28:15
congested 39:6
conjunction 27:7
connect 9:23

connection 8:6
connector 16:22 39:5 65:24 66:11
conscience 13:13
consent 44:22
consider 28:13 29:6 34:1 68:11 75:16,17
consideration 68:21
considered 23:20
considering 68:23
considers 61:4
consistent 44:23 74:13,14
constituents 22:5
construct 6:13 25:6 66:11
constructed 6:15
construction 47:14
contemplated 35:16
contention 44:15
contentious 44:4
contest 8:22
context 15:23 30:23
contiguous 33:1
continue 2:25 4:17 5:19 6:18 6:19 8:18 9:2 10:13 12:4 13:18 60:5
continued 7:8 34:8
continuously 9:12
contract 7:15
contractor 19:25 20:11
contractual 32:8
contributed 6:23
contributions 13:4
control 45:1
controlling 11:16
controls 21:22
conversation 4:17 22:10 28:24 29:1 46:20 47:24 49:20 77:22
conversations 22:7
convey 73:13
conveyed 18:13 19:21
cooperation 58:23
cooperatively 60:17
copies 66:2
copy 66:22
core 33:25
corner 44:19
Corporation 54:13
correct 57:15 60:7 73:18 80:11
correctly 51:22
cost 22:12
Council 1:5 2:4 4:6,15,21 6:1 11:9 16:6 20:16,19 21:5 24:16 28:24 36:20 66:5 69:13 73:14 75:5
Councilperson 1:24,24,25 10:23 11:6,9 12:22 14:1,4 22:4 28:18,23 29:11,13,18,20 30:10,14,17,24 31:3 32:24 34:9,12 49:23 51:2 72:14 76:1,3,15,23 77:3,20 78:2 78:24 79:1
Councils 58:8
Councilwoman 35:12 36:4,5 69:6
counsel 51:25
County 4:10,25 33:18 39:13 58:12 66:6 80:5
couple 6:4 22:11
court 17:2 55:9
covenants 30:1
CRA 5:7
Cracker 58:5 66:15
create 12:10
cross 27:22
crossing 17:19 19:3 22:22,24 35:25 36:9 37:20
crossings 36:1,2
cruise 60:16
current 48:24 61:13 66:19
currently 8:23 9:17 21:22
curve 64:7
cut 32:10

D

dangers 22:13
date 48:22 51:9 53:18 62:6 67:24
dated 65:17
dates 51:5,11,12
Davis 1:24 4:8 4:22 10:23 11:6,9 12:22 28:18 29:11,13 29:18,20 30:10 30:14,17,24 31:3 51:2 72:14 76:1,3
Davis' 5:14
day 56:3 63:9 65:6 80:15
days 21:16 64:6
dead 36:10 37:16,17 49:7
deal 75:15
Debie 5:11
decide 19:11 47:2 49:20 69:14 74:4
decided 3:18 17:9,9 19:12 20:14 22:23 38:23 75:10
decides 39:12
decision 19:15 29:16 56:12,12 58:15 72:18 73:1
decisions 29:17 57:1 72:24
declared 19:1,6
decorum 15:5
deed 35:8
deeded 69:11
deep 60:25
definitely 70:21
DeGraffenreidt 5:10
delay 62:8
department 6:23 7:15,24 8:11 11:21 33:19 70:8
depiction 61:9
depression 55:19
designed 61:8
development 3:13 5:5 34:21
dialogue 47:25 48:3,4
differences 67:12
different 17:11 25:25 35:14 69:18 77:5
diligently 50:22
direct 37:1
directed 21:9
direction 11:25
directly 35:17
director 3:5,22 5:3,7,8,16 22:1 31:2,22 32:3 34:21 40:3,11 45:22 62:9
disclosure 22:10
discriminating 45:3
discuss 48:9,10 48:15 50:11,13 54:3,4 69:1
discussed 30:9 32:4 42:20 43:20 51:8 54:1 66:18
discussing 19:10
discussion 5:20 12:7 15:14 16:8 23:21 51:19 60:11 68:21 71:9
discussions 18:16
dismissal 18:3

dismissed 18:4,5 18:6
disrespect 71:6
distraction 26:13,16 59:16
district 1:3 43:23 44:23
divides 32:22
Dixie 6:16 7:8 59:8,13
document 50:17 50:20 58:25 60:18 69:3 75:23 78:7,11
doing 9:12 10:5 11:14 12:1,3 16:12 19:11 21:19 22:13 25:10 39:10 44:5 45:25 48:10 56:22 62:25 65:7 72:7 79:3
dollar 60:22
dollars 17:8 61:19 69:23
domain 55:4,6 55:17 57:16
domain'd 55:15
DOT 16:25,25 17:6,17,19,24 18:4,12,17 19:1,20,21 22:23 38:23 55:4,9,10 65:25
Dr 4:23,24 12:24 14:5 23:16
draft 51:24 52:14 53:4 67:18 77:13 78:16
drafted 45:17,18 61:12,17
drainage 20:8 55:12
draining 10:4
drawings 57:5
dredging 62:15
drove 19:4
drowning 55:14
due 62:20 72:14
Duran 58:18
Duren 5:6
Dytrych 16:2

E

E 54:21 58:5 63:24 80:1,1
earlier 14:17 70:21
earnest 21:1
easiest 33:17
east 2:4 17:11 39:3 40:13,14
east/west 65:24
eastward 28:1
easy 33:19 41:6
economic 43:3
economy 61:21 61:23
edit 75:24
eight 53:3
either 22:8 34:5
elected 43:15
else's 56:7
eminent 55:4,6 55:15,17 57:16
employees 32:5
Employment 44:8
enclosures 60:24
ended 64:15
enforcement 13:1
engineer 3:11 62:16
Enright 1:20 2:21,23 3:23 4:24 5:23 10:18 11:2 12:18,24 13:22 14:5 24:22 40:5 42:5 50:5 50:7 53:25 54:9 57:13,14 58:10 59:20,24 60:3,5 63:12 63:16,20 64:1 64:4 65:12,14 66:22 69:4,10 70:14 71:21 72:5 79:2
ensure 8:16 10:6
entire 13:6 72:22 73:14
entities 8:15
entity 8:14
entryway 27:20 27:21
equal 54:23
equals 54:21
especially 13:2 35:5
establish 43:12
established 43:17,24
estate 35:23
Evans 5:8
evening 4:14 14:18
everybody 2:9 15:9 24:17,18 43:2 46:10,11 46:18 50:2 52:1 56:9 69:2 71:4 73:14 75:24
everybody's 53:17 54:24 64:17
everyone's 76:16
exactly 13:17 22:21 25:12 26:4 49:10 71:15
examined 44:20
excited 59:2
excuse 24:12 58:25 76:1
execute 20:6
Executive 3:5,22 22:1 31:2,22 32:3 40:3,11 62:9
exhibited 66:1
exhibits 66:2,8
exit 56:2
expand 4:18
expanding 62:12
expansion 44:14 44:20 58:17 61:6
expecting 13:14
expedite 72:23
expensive 24:19
expiration 48:22 48:24
explain 32:20 49:24
explored 28:8
express 13:18
expressing 4:9
extension 61:15
extremely 51:3
eyes 22:12

F

F 80:1
faces 67:17
facilitate 43:3
facilitated 58:23
facilitator 1:19 14:18,20
fact 22:6 30:8 71:1,9,11,15
failed 22:22
fair 29:8 33:23 36:12 38:2 40:16,17,18 41:2 47:13,21 55:17 67:24 72:21 75:22 77:8
Falcon 8:6
falling 77:24
familiar 19:24
family 35:7
far 35:9
fashion 64:24
fatal 40:23
favor 48:3
FDOT 6:23 27:14 35:24 36:3 65:24
February 20:10
FEC 17:10,11 17:12 18:1 24:20,22,25 25:9,10,16,18 27:14 35:25
federal 60:22
feedback 52:1,2
feel 29:20 52:22 70:19
fees 44:3,10
feet 61:13,13
fell 40:9
fellow 3:2
ferries 61:22
field 65:6
fights 35:25
figure 20:15 77:12
figured 19:2
file 66:4
filtered 10:9
finalize 21:12
finance 3:12
financial 3:11
financing 58:13

find 9:4 48:9 64:21,25
finding 51:15
fine 29:9 56:12 62:22 64:10 75:9
fingerprint 8:6
finish 16:17 30:17 40:1,1
finishes 15:9
fire 5:6 44:13
Fire-Rescue 71:24
first 2:23 3:2 6:12 16:7 21:2 21:8 34:2,22 44:9 47:3,6,6,8 47:8 53:4 54:2 54:6,7 60:25 61:10
firsthand 22:20
Fish 7:19 9:8
fit 39:7
five 8:9 31:18 61:3 65:5 74:15
fix 30:11
fixed 8:8
flaws 40:23
flood 10:7
flooded 9:24
Florida 1:12 2:5 7:17,19,19 9:5 9:8,15 11:19 17:11 25:1 63:3 65:16 80:4
flow 12:11
fly 18:24 25:11 36:7
flyover 18:17,21 23:3,17,21 38:25
folks 43:6 46:1 63:11
follow 27:8
followed 58:21
following 2:1 49:9,16
follows 49:8 66:3
foot 61:15
force 48:25
foregoing 80:9 80:11
foresee 50:8
forget 3:20 4:11
forgive 14:3,16 53:24 65:10 75:20
form 45:2
former 11:23
forth 16:9 20:1 20:20 39:1 51:9
forward 2:13,14 5:20 12:4,15 15:17 29:13 35:17 46:7 48:11 51:16 58:19 67:12 73:7,17 75:14 78:4 79:3
four 15:6 42:12 53:3 62:6,7 66:13
four-lane 59:12
FPL 19:25
framework 43:12,17
frankly 44:25
Freeport 61:23
frequently 67:4
friend 32:4
friends 62:24
front 20:18
frustration 63:5
Ft 57:11
full 22:9
fully 32:6
function 45:2
funds 6:17 8:25
further 25:21 27:21
future 35:10

G

Gagnon 5:5 34:18,20,21
games 58:3
garage 61:25 62:1
Gary 16:1
general 26:8 42:24
generally 16:19
gentleman 70:8
gentlemen 24:4
genuinely 37:23
Gerald 57:24
Gerry 67:2
getting 13:19 20:5 29:25 47:10 55:4 57:23 72:15
give 8:14,14 9:1 9:7,7,8,9,10,11 10:19 15:23 24:20 25:22 30:22 31:6 37:25,25 42:6 53:18 61:5,11 62:13 63:8 64:10 67:15,18 67:23,23,24 71:23
given 7:25 16:14 27:21 60:24
glad 4:16 64:16
go 3:7,19 4:20 6:3 7:9,14,15 8:1 9:19 15:19 16:9,15 17:10 23:4 24:23 25:6,11,20,22 26:7 30:16 32:10 34:18 36:22 45:14 48:16 49:22 50:9,19 52:3 52:13 54:6,25 55:5 56:16 58:18 61:9 63:9,13 64:7 64:11,12,23 65:7 68:5 73:24
goal 53:9
goes 10:8,9 59:15
going 3:8,19 4:11,12 14:21 15:19,21 16:15 16:23 17:25 18:16,22 19:2 19:3,12,25 21:10,11 22:24 23:1,8,23 24:19,20,24 25:17 26:23 27:12 29:7 30:2 31:4,5,10 32:7 37:8,10 38:22,23 39:13 39:19 40:5 41:4,25 42:6 43:12 45:10 47:14 48:11 50:10,12,14,16 50:18,21 51:2 51:6 52:9 53:12,19 54:10 54:22 55:1,6 55:21,23,24 56:11,25 57:2 58:19 60:1,22 62:14 64:1,4 65:4,5,7 68:24 69:1 70:4 71:23 72:1,2,7 72:8,9,23 75:13,14,15,16 76:6,24 77:14 77:23 78:4
good 4:13 7:6 9:2,14 10:12 10:25 13:12 17:2 34:16 41:19 46:3,19 47:2,24 52:20 54:16 56:13
goods 44:8
governing 31:13
government 56:4,6
governments 58:14
grade 38:15
grain 67:7
Grand 65:16
grant 8:25
grants 69:24 71:23
great 11:11,22 12:24 58:18 59:4 61:24 62:16,22
Greg 16:3,11 17:16,22 46:10
Greg's 67:20 77:8
ground 15:4
group 35:15 52:6
growing 14:24
guess 33:7 38:21 42:9 58:22 63:1 75:10 76:9
guys 2:13 12:9 13:8 14:23 21:5 23:11,13 43:12 48:12 52:6,21 56:22 68:4 74:1

guys' 76:18

H

H.R 3:22,23
half 7:20 17:21 59:3 70:23 71:14
hand 6:5,5,10,10 48:2 63:8 80:15
handheld 8:5
handled 17:22 20:2
handout 58:7
hands 38:20
hanging 78:25
happen 7:11 9:24 20:3 24:18 30:21 32:7,16 55:22 68:8 74:3
happened 18:9 18:14 19:9,13 31:12,20 45:16 73:5
happening 31:9
happens 36:2 74:4,4 78:1
happy 15:16,19 21:24,25 41:16 52:12,16 77:18
hard 30:6 51:9 64:8
hardware 8:7
hash 76:5 77:15
hate 70:10
head 7:5
hear 11:1 34:13 47:25 66:25 71:17
heard 38:4 40:20,23 51:21 51:21,22 62:12 62:14 73:21 75:2,8
hearing 18:5 63:5 74:10
heart 19:5
Heck 36:8
Heidi 3:23
held 31:10 70:10 70:20 74:10
hello 63:7
help 9:13 26:18 26:20 37:3 41:21
helping 16:3 67:12
hereinabove 2:7
hereunto 80:14
Hern 3:10 8:1
hey 31:11 50:12 70:9 73:16,17 77:17 78:12
highest 63:2
Highway 6:16 6:17 13:19 16:23 23:4 25:23
Hill 3:9
historical 73:5
historically 31:9
history 14:24
hold 24:7 36:12 72:9
holding 36:19 37:22 71:22
homes 36:7
Honorable 4:24
honored 2:24 4:16
hooking 55:2
hope 5:13 14:7 30:5 63:9
hopefully 2:17 15:24 29:19 67:10 72:3
Horton 5:3
Hoskins 5:2
hostage 36:12 36:19 37:22 70:10,21
hosting 34:23
hour 29:16 70:22 71:14
hours 42:12
Howard 3:18
Hubbard 1:23 2:21,21 4:5,13 4:14 12:19,20 12:23 13:25 24:9,12 25:2 25:12,14,18 26:1,4,11,15 26:19,22 27:1 27:5,10,25 28:4,9 29:9 30:7 33:22 34:7 35:13 36:16,17 37:20 38:5,6,16,18 39:21,24 40:17 40:24 41:3 48:5 49:13 51:22 55:24 59:16 60:6 68:6,13,17,20 69:6,8 70:12 70:16,18 71:19 76:15 78:7,9 78:13,18,20
Hubbard's 31:23 73:22
huge 25:11
hurt 64:19

I

idea 22:16 28:20 31:25 32:3,9 42:8,9 46:3,19 47:24 62:14,24
ideas 50:13 62:12 63:10
identical 21:15
illustrious 5:9
immensely 47:4 67:5
impact 35:17 73:6
impacts 24:15
implored 58:4
important 7:7 7:22 9:21 28:16,19 34:10 42:24 46:5 47:25 57:25 58:14 59:8 61:4
improve 9:13 40:13 61:7
improvement 71:12
improvements 58:20
inaudible 2:14
including 66:2
inconvenient 63:4
indicated 39:5
individuals 35:15
industrial 26:8 43:25 45:1,4
information 31:6,16 58:9 72:22
inspection 42:19
installation 8:7
instituted 17:12
instructions 2:15
intended 16:22
intent 17:9 18:2 26:16 29:14 30:19 36:18,19 73:3
intention 70:22
intergovernm... 35:4
Interim 5:4,7
interject 50:8
Interlocal 2:18 15:13 26:23 27:2 41:25 42:8,10,14 43:1,9,17,23 45:12,15,18 46:12,18 47:2 47:8,12 48:6 54:4 58:23 60:10,17,20 62:5 66:13,17 70:3 72:4 75:20 77:1,4
interlogical 56:15
internally 29:2
International 17:4
Intervene 59:6
introduce 3:2 4:5,21 15:20
introducing 14:16
involved 6:7 22:12,13,21 47:5 58:15
IRA 42:25,25
Isaacs 5:11
issue 22:15 28:17,20 30:7 33:23,25 34:7 39:19,22 40:24 41:3,17 42:12 51:7 58:4 59:8 63:22 71:21 73:10,24 78:1
issues 2:17 4:18 14:25 15:2 27:7 29:5 30:13 33:21 34:13,15,25 36:14,14 42:18 42:20,20 43:13 44:4 46:5

50:11 69:1 76:5,16
item 34:24 65:19 66:3,4,10,13 73:1 76:4
items 8:2,10,14 8:24 27:6 54:1 72:17

J

J 1:19,21
Jacksonville 57:11
Jamco 58:5
Jarra 3:12
Jean 1:20
Jeanty 5:13
Jeff 5:5 34:21 67:16 77:10
job 11:15
jobs 12:9,11,15
John 54:12
Johnson 4:8
join 17:16,18
joined 3:18 17:15 35:24
Joint 1:1 2:2
José 3:11
judge 18:5 64:21 65:4
judgment 65:8
Julia 1:24
July 19:8 76:22
June 1:11 2:5,11 42:13,21 45:18 65:17 80:15
jurisdiction 18:3 69:10

K

Kaczwara 3:12
Karen 5:2 67:16 77:9
KaShamba 1:25 4:23
Katherine 1:22 3:3 48:17,18
keep 41:11 42:25,25,25
keeping 11:15
Key 57:11 67:4
kill 3:8
kind 18:10 19:4 19:16,18,23 21:7,16 22:13 26:8 33:24 39:12 40:9 63:19 76:19 77:24
King 55:11
knew 37:7
know 2:11 9:4 10:5 11:2,10 12:14 13:2,10 13:10,11,12,14 13:15,16,17 14:10,10 16:1 16:8,17,24 18:10,12,15 19:17 20:7,14 21:19 22:4,17 23:5,10,11,12 23:13,13,15,18 24:3,4 26:4,13 27:14 28:16 29:5,5 30:12 33:8,11,21 34:6 36:1 37:1 37:2,6,8 38:1 38:15 39:9,11 39:18 40:9,13 40:25 41:2,20 41:21,23 43:2 45:9 46:1,6,22 47:3,10 48:2 48:10,20,21 52:9,15,18,23 53:14 55:16 56:2,11,19,22 56:24 57:10,23 59:24 62:10 64:9,12,14,16 64:17,17,22 65:1,2,3,6 67:6 67:6 68:23,24 69:2,8 71:6,23 72:4 74:12,20 74:23 75:1,5,6 76:8,24 78:3 78:16
knowledge 22:21
knows 3:15 39:14 56:23
Korea 67:8
Kruger 3:16 80:8,21

L

L 1:20
laboring 70:23
Ladi 5:16
lagoon 10:7
lake 10:8
land 15:13 26:7 28:10,21 29:7 29:23 30:3,4 31:15 33:2,2 33:25 35:1,23 40:22 43:10,21 44:24 45:2,8 56:13 69:13,16 69:21 70:6 71:2 72:10
landscaping 20:9 45:11
Lane 65:16
languished 18:9 18:10
Larry 3:9 15:20 16:1 24:14 46:10 54:16
law 13:1
lawsuit 17:12,13 17:13,15,18,18 17:23 18:7 25:4,15
lease 19:8,8
leased 19:7
leave 41:5 51:13 53:5,14 75:18 76:12
left 25:22 27:22 27:24 71:14 74:9 76:25
legal 13:3 42:16 51:25
Legislative 5:13 5:14
length 32:15 42:21
let's 6:11 7:14 7:14 18:2 21:9 22:23 24:7 40:14 47:12 48:16 53:5 75:7,11,18
letter 4:7,9 64:21,25 65:10 65:15,17 66:6 66:7
letters 66:20
level 11:21 51:18
liability 44:11
liaison 11:14
liberty 16:12
license 8:8,9
licensing 42:18 44:3
lies 38:7
life 56:19 57:9 65:6
light 32:17 37:9 40:14
lighting 20:8
limited 32:5
line 11:15 27:15 52:3,3
lines 9:19 16:21
linger 77:23
links 39:6
list 18:15
listen 15:8
listened 51:23
listening 76:14
litigation 17:20 22:25
little 9:16 20:22 21:21 22:14 67:22 69:16 77:15
live 29:24
lived 65:1
Liz 36:5
local 41:1 44:9
located 7:17 54:14
long 3:9 13:11 14:23 17:3,5 20:16,23,24 33:8 35:14,14 37:11 49:6 54:8,17 70:3 72:9,9
longer 27:13 35:15 43:6
look 5:20 10:7,8 10:12 21:17 43:19 47:6 48:6,7 53:21 67:12,23 76:17 77:9 79:3
looked 36:6 39:25 46:14
looking 2:13,14 15:17 36:4 39:2 40:21 51:16 76:6
lose 56:21
lot 12:13 14:10 17:6 18:14 23:21,24 32:16 35:3,10 43:14 43:15 44:14 47:4,10,10,14

50:11 56:23 62:21 64:11 76:5 77:8,23
lot's 43:5
lots 61:5
love 33:18 35:23 52:12
lunch 63:10
Luther 55:11
lying 76:19
Lynne 1:23 4:14

M

M 1:22,22 54:21
ma'am 22:3
MacArthur 69:17
Madam 10:23
Madden 5:4 11:23
main 47:15 63:23
major 60:14
making 13:3 37:14 76:9
Manager 5:2 34:14
manager's 61:3
Manager/Utility 5:3
Manny 12:8 22:11 45:23 46:10 56:23 64:6
Manuel 67:6
March 59:3
March-Goldw... 5:17
marina 6:20,21 7:9,10
Marine 7:20 9:9 66:15
marketing 3:13
Martin 55:11 58:5
Marty 65:15 74:13
Master 66:6 74:18
Masters 55:9 57:14,17,20,21
matter 24:20 57:16 69:14
Mayor 55:9 57:14,15,17,20 57:21
Mayor's 5:11
McArthur 1:21 3:5 11:13 12:8 12:8 32:20,25 66:24,25 67:2 71:19 72:12
mean 6:8 14:19 14:23 17:20 18:22 21:20 28:13 29:7,25 33:10 38:12 40:12,14,22 41:5,16 42:11 43:2,22 44:11 44:14,21 49:7 50:16 51:6 52:6 62:2 63:23 67:20 68:6 71:25 72:7 77:8 78:11,19
meaningful 52:9 67:10
means 2:15 37:14,24 70:20
meet 51:6
meeting 2:11 4:10,25 14:22 16:7 21:8,10 21:11 29:14,15 31:4 42:15,23 43:2,7 44:15 45:20,22,23 46:15 49:21 50:9,10,11,13 51:11,14 65:18 66:5 72:22,24 72:25 73:10 76:8,9,13
meetings 35:4 47:18 49:20 50:14 51:15 67:5 76:17
mega 61:16
members 77:18
memo 66:4
memorializing 46:3
mention 40:8
mentioned 31:25 32:4,18 63:3
mercy 22:1,2,2
met 18:19 42:11
Michael 1:19 14:17 52:25 59:16
mid 19:13
mike 15:25 39:14 48:21 74:6
Miller-Anders... 1:25 4:23 14:1 14:4 34:9,12 76:23 77:3,20 78:24
million 60:14,21
millions 17:7 69:23
mind 27:22 65:4 65:13
minute 15:21 57:19,19 64:23 67:19
minutes 31:23 54:3,4,5 59:21 59:22 62:13
missed 3:17 4:2
mistaken 20:12
mix 40:15
MLK 13:13 25:20 27:11,21 32:13
mobile 8:9
Mobility 39:3
modifications 73:9
modified 51:17
money 17:6 60:15 64:11 69:24
month 76:6
months 50:23 62:7 70:4
monumental 36:25
moot 48:2
motion 59:6 60:7
mouth 54:8
move 12:4,15 29:13 31:14,14 41:25 51:16 58:17 73:17 75:13 78:4
moving 11:25 35:17 46:7 73:6
MPO 18:15 19:10 23:1 38:8,10,19,20 38:24 39:2,3,7 39:11,11,17
municipal 44:12
Murphy 23:7,11 23:13 24:6,11 58:5,6 65:15
Murphy's 74:13
mutual 29:22 30:5 45:5
Myers 57:11

N

nail 19:4
name 14:17 34:20 41:12
name's 54:12
named 9:8
navigation 61:7
necessarily 73:17
necessary 13:5
need 12:14 14:25 27:18 29:1,6 31:8 37:5,9,23 38:11 46:5,20 47:17 49:17,18 50:18 51:1,14 52:7 58:14 60:18 61:20,25 62:22 65:11 67:3 73:16 76:11 77:13,21 77:25 78:14
needed 20:14 37:8 44:2,7 50:2
needs 30:8 32:16 34:1 35:16 51:24 60:21 61:16 71:9
neighbor 9:14 58:1
neighborhood 33:11 35:6 55:13
neighborhoods 23:24 24:16 33:4
neighboring 11:20
neighbors 9:13 14:6,23 18:22 43:4
never 28:23 51:9 60:15 65:6
new 6:1 31:8 43:21 44:23

45:18 49:17 65:22,24 67:17
nice 13:24 64:17
nicely 59:6
nineties 16:24 58:16
nodding 69:2
Nole 67:6
normally 8:24
north 3:19 44:20 55:2 58:1 66:14 67:8
note 8:4
noted 2:7
notes 66:20 80:12
Notice 17:9 18:2
notification 45:8
notion 42:24
November 19:20
number 12:2 32:5 58:7 60:13 61:6 65:20
numbers 62:2

O

Obama 6:17 16:23 23:4 25:23 59:14
objected 24:16 24:17
objecting 66:4
objection 60:8 66:6,7,20
obligations 32:8
Obviously 57:25
occur 6:25
offended 70:18
office 58:21 60:15
officer 18:5
Official 5:16
officials 43:15
oh 11:7 14:3 23:4 54:9,10 57:2,18 64:23 68:1
okay 5:18 8:3,3 10:25 14:4 25:14,19 26:11 26:15,22 27:1 27:2,9 29:18 31:21 36:13 40:17 41:8 45:8 47:21 48:16 49:24 50:6 57:22 60:5 63:20 64:22 68:13,19 78:19
old 6:20 7:8 21:17 36:13 42:9 43:19 49:25 55:20 57:23 59:8,13
once 15:1 25:2,3 25:15 27:21 45:6 77:12 78:6,10
one's 49:9 75:14
one-third 58:12
Opel's 58:21
open 53:5 76:15
opened 22:12
opening 11:11 19:17
openly 76:14
operate 6:7
opinion 17:12
opportunities 12:12
opportunity 5:19 21:16 25:6 42:7 51:23,24 52:12 67:16 78:23
opposite 54:23
options 62:2
order 4:17 65:22 67:10
outlining 20:7
outstanding 34:25
overall 61:22
overlay 44:23
overpass 22:8 55:1
overview 10:19
owe 14:24
owner 57:25 66:15

P

p.m 1:12,12 2:6 79:5
package 16:13 38:9 59:5
packet 59:15 61:9
pages 80:11
paid 46:14
pain 64:14,14
Palm 1:3 2:2,4 2:24 3:14 4:3 6:4,9,22 7:4 8:15 9:10,20 9:23 11:25 16:21 18:21 20:5 23:25 30:1 32:22 35:4,7 39:3,13 57:10,12 58:12 65:22,23 66:6 66:7 67:11 69:20 71:1 80:5
Palmwood 54:13
parallels 32:12
parcel 69:20
Pardon 40:1 78:8
park 43:25
54:19
parking 44:18 61:25 62:1,3
part 15:5 17:5 22:5 23:2,17 28:7,8,10 45:12 68:9
participated 66:16
particular 58:9
partner 58:13
partners 6:10 7:6 9:2
parts 59:9
Pascale 5:12
passed 16:14
patience 13:18
patient 37:7
patiently 13:9
Patrol 7:20 9:9
Paul 3:12
pay 9:17
Peggy 3:18
pension 56:4
people 9:8 11:1 50:3 56:24 65:3,5
percent 62:11
periods 50:23
permission 25:16 52:11
permitting 42:19 44:3
person 3:11 4:1 36:22 63:13 64:20
pertaining 65:19
petty 37:22
Peyton 1:21 3:5 69:17
phase 61:10
phones 15:7
phonetic 8:7
physical 60:18
physically 77:11
pick 55:3
Picken 3:8 16:3 17:16 59:6
piece 15:12 19:24 26:2,8 26:14 27:3,5 27:18 28:6,19 44:17 55:8
pipes 9:19,22,23 10:2
place 12:11 13:6 50:19 76:19 80:10
plan 35:2,9 42:19 44:2 45:11 56:3 57:4 58:18 59:1,10 66:6 74:18
planned 62:3 66:12
planner 62:23
planners 62:22
planning 20:19 21:3 24:16 34:14 45:21 47:11 62:11
plans 24:18 25:11 43:10 62:16,21 72:4 74:16
plant 20:1
plat 35:2
plate 8:8,9
player 58:12
playing 58:3
please 15:11 32:18 66:18 67:15,18,24
pleasure 5:24 21:25
plus 60:21 66:8
point 10:17 13:12 16:25

17:20,22,24 18:25 19:5,20 21:3 25:5,19 33:22 36:3 38:16 48:2 68:9,9 71:5,5 71:17,20 72:2 77:12,25
pointed 37:13
pointing 14:6
points 6:4
police 5:4 6:8 7:15,15,23 8:11,21 11:20 44:13
policies 43:10
ponds 55:12
port 1:3,20,21 1:21,22,22 2:2 2:4,23 3:14 4:3 4:4 5:21 6:2,4 6:6,9,22 7:4,16 7:18,23 8:12 8:17,24 9:5,14 9:20,23 10:3,8 10:9,12 11:14 11:19 12:24 13:5,16 14:13 16:2,2 17:5,15 17:23 18:13 19:7,16,18,21 20:2,6,13 22:6 25:5,5,21 26:7 28:13,20 29:6 30:12 32:4,5 32:22,23 33:1 33:3,6,13 34:6 35:5,23 36:9 37:2,2 39:19 40:9,12,25 41:9,14,15 42:17,18 43:3 43:8,23,24,25 44:14,16,18,20 44:23 45:1,3,9 45:11,19 51:25 56:14 57:12 58:8,11,16,24 58:25 59:7 60:13,25 61:5 61:12,15,24 62:21 63:11 65:21,22,23 66:7,11,14,15 67:11 69:11,12 69:19 71:2 73:25 74:15 75:17 78:15
Port's 15:20 16:3 19:7
ports 6:6 7:18 8:13 11:19 61:1 63:2
position 71:17 73:16
positively 40:21
possibilities 4:19 5:21
possible 16:13 49:21
possibly 48:10
potential 44:18 51:12
potentially 76:21
power 16:21 37:3
practical 62:16 62:19 63:10
preclude 40:20
preference 44:9
prepare 29:14
prepared 51:19 67:22 72:21,22 76:20
presence 41:9
present 35:15 72:17
presentation 22:11 30:18,20 30:25 31:6 42:7
presentations 72:17
presented 31:12 31:13 66:5 73:10
presenting 65:19
president 41:1 54:13 59:14
pretty 17:2 21:8 21:20 42:23
previous 57:15 66:19
price 7:20
prime 59:9
prior 66:3 68:23
Pro 1:23 4:13,14 12:20,23 24:9 24:12 25:2,12 25:14,18 26:1 26:4,11,15,19 26:22 27:1,5 27:10,25 28:4 28:9 29:9 36:17 37:20 38:6,18 39:21 39:24 40:17 48:5 49:13 68:6,13,17,20 69:8 70:12,16 70:18 78:7,9 78:13,18,20
probably 14:9 17:21 21:21 41:16 42:12 54:17 61:22 63:9 67:20
problem 55:20 56:2,21 70:8
proceeded 60:13
proceedings 79:5 80:10,13
process 20:4 29:7 33:16 46:8,9
produce 60:21 61:21
produced 58:18
producing 12:2 63:2
production 61:19
program 56:4
progress 61:5
project 6:24 19:5 20:17 34:25 35:17
projects 60:14 61:1,3,4
promise 22:6 35:13 63:6
prompted 42:15 42:16
proper 20:3 30:18 31:5,19
properly 51:23
property 15:22 15:23 16:4,6 16:20,20 17:1 17:1,8 18:13 18:23 19:2,6 19:21,24 20:7 20:15 23:18,18 24:1,2,2,14 25:4 26:3 27:4 27:6,8,13 30:23 32:21 33:1,5 35:10 36:11 38:14,16 38:24 44:16,17 54:3 55:5,7,10 55:11 56:6,8 56:10 57:8,25 58:2 66:14 68:8 69:7,25 70:25 71:2
proposed 23:3
proposing 28:25 72:8
protect 13:6
proud 78:16
provide 37:18 38:10 39:5
provided 45:19 71:12
provides 11:21 13:4
provision 44:12 45:13
provisions 44:22
public 3:20,24 5:7 16:6 19:21 31:4 42:3 51:1 51:5 53:10,13 63:14 66:16 71:24
purchased 8:10 65:25
purpose 14:10 14:22 19:22 66:1
pursue 22:24
push 25:21 27:20 41:17 46:24
pushing 74:18 74:20,24
put 11:4 15:7 38:19 40:14 51:11 53:2 58:25 61:17 62:4,5 69:22 76:9 78:3
putting 62:14

Q

question 23:16 24:15 25:14 38:11,12 40:6 46:17 74:7
questions 15:19 16:16 21:24 42:1

quick 16:15 34:20 65:13
quickly 41:25
quite 36:14

R

R 80:1
railroad 17:10 25:18
Railway 17:11
ran 64:23
reach 67:9
reaching 48:21
reaction 54:23 56:11
read 65:11,12 65:14 66:18 72:16
readers 8:6,8,9
readily 61:20
reading 16:7 21:3,8 34:2 60:9 68:3,7,12 68:14,16,17,18 68:24 69:3 72:7 74:9
real 12:12 16:15 29:25 35:23 44:2
really 6:7 8:13 8:17 10:11,11 18:9,15 21:1 23:20 28:21 30:6 32:6 34:25 38:8,11 38:12,13 39:7 39:10 43:11 46:14 49:4 62:17
reason 27:6 28:4 28:5 39:18 62:18
reasonable 53:16
reasons 43:4,4 47:16
recall 35:23
receive 8:25 69:24
received 4:7
receiving 70:1
recognize 14:12
recognized 13:16 44:15
Recognizes 44:18
recollection 18:20,21 23:2
recommendat... 25:20
recommending 21:5
reconnection 59:7
record 57:19 65:11 66:19
recreate 52:8
red 9:18
redevelopment 43:3
redo 67:21
redoing 46:9
referee 14:19
regard 19:19
Regina 5:14
Reginald 5:6
Regional 24:16
regular 45:5
regulations 47:4
regulatory 42:16
reintroduce 42:8,9
rejected 22:15
related 33:24 42:17 43:21 73:22,23
relates 12:9
relations 3:20 3:24
relationship 43:8
relevant 50:20
relief 39:6
Relinquish 18:2
remark 59:19
remarks 19:18
remember 17:3 17:4 36:4 54:18 59:23
REMEMBER... 2:1
reopen 66:10
replacement 59:14
report 45:17 52:18 61:3 80:9
reporter 3:15
represent 41:15
representation 45:6
representative 19:14
represented 59:11
request 17:17
requested 17:16 21:14,23
research 50:19
reset 43:7 44:6
residential 24:2 35:7
residents 6:11 6:18 7:9,11 12:12 33:5 37:1
resistance 18:19
resolution 14:8 15:24
resolve 15:3 67:11
respect 31:18 62:17,20 72:14 72:18
respond 11:10 64:24
response 23:16
responsible 31:10
rest 4:21
restarting 46:9
restated 44:9
restaurant 17:2 54:18
restrictions 20:8 20:9,9 30:2,4 35:8,9
restrictive 21:22
result 21:11
retire 56:3,20
revenue 63:2 70:1
review 46:12 77:7 78:7
reviews 73:4
revised 43:17 46:12
revisit 45:14
rhetorical 74:24
Richard 4:1
Richards 1:22 3:4 6:2 10:16 10:17 35:19,21 35:21 48:18 52:25 53:8,12 53:20 74:6,12 75:4,10
right 2:22 7:10 9:20 11:25 12:18 14:16 16:20 26:24 28:12 30:10 31:3 38:18,19 40:19 41:13 50:18 52:16 53:23 55:25 56:14 57:7,22 61:23 64:3 70:14 71:25 72:24
right-hand 32:13
Rivera 12:12 19:14 20:5 22:15 23:23 46:11 67:11
Riviera 1:5,12 2:3,5 3:1 4:15 8:11 11:22 12:1,10 13:7 16:7 18:20 20:18 21:2 35:5 37:24 57:10 58:11,24 60:8 65:16
road 16:9 19:4,5 19:19 25:6 32:11 37:11,15 55:23 59:8,12 59:13 63:24 65:21,24 66:11 66:11
roads 39:13 69:22
roadway 39:6
room 51:10,13 61:12 62:23
rough 53:2
row 3:7 5:1
ruin 18:22 23:24
rules 15:4
run 60:22 62:21
runoff 9:17 10:2
rushing 29:21
Ryan 16:2

S

S 80:8,21
safety 7:22 8:16 71:24
salt 67:7
sat 51:8 70:23
satisfied 35:11 52:7

saw 13:3 39:7
saying 27:17 28:3 31:11 33:21 35:13 37:15,22 38:13 48:1 64:12 71:18,22 75:4
says 39:3 59:6 64:22 73:7
scheduled 65:18
schedules 76:18
school 33:11 55:5
Scott 5:8
second 6:12 43:16 55:3 60:7,9 68:3,7 68:11,14,15,17 68:18,24 69:2 72:7 74:9
section 48:12,13 50:10,10 55:3 59:12
security 3:10 13:4 25:21 27:20
see 8:5 9:12,18 9:19 11:24 12:6 13:3 15:16 18:2 21:9 24:17 28:7,8,14 34:4 47:18,19 48:7 48:7,13 53:1 53:16 54:9 58:8 59:5 77:13,16,24 78:3
seeing 12:1
seen 67:17,18,20 75:22
sending 64:25
senior 11:22
sense 36:8 53:1 56:13
sent 4:8
September 45:20
series 72:24
seriously 23:20 37:23 73:24 75:15,17
service 7:18 11:21
services 5:5 7:15 7:23 34:22 44:8,13
set 49:21 62:6 76:13,24 78:13 80:14
settles 39:10
Seven 59:5
sewer 44:13
shake 7:5 63:7
shaking 53:1
shallower 61:12
share 33:21 51:24 52:2
shelf 62:4
Sheriff 9:10
ships 61:16,17 62:2
shirt 14:19
shoot 53:21
short 14:18 15:11 32:9 67:9
shortly 45:18
shot 7:10 11:24
show 12:4 57:4
shows 11:22
side 13:2 17:19 33:6 34:15 46:11 48:6,16 48:17 55:2,11 74:22
sides 42:24 47:13 53:1 54:20 73:23
significant 10:2
similar 21:15 43:19
simmer 15:8
simply 36:11
single 35:7
sink 52:23
sir 54:5,10 57:13 63:17
sit 73:13
site 35:2,9 42:19 44:2
sitting 65:4
six 60:4 62:7
size 56:10
skill 12:13
skin 62:18
Skypass 57:8 58:19 60:14 61:7,8 65:23
slide 11:18 12:7
slip 58:17 61:6
smaller 61:17
smart 62:17
Smith 3:9 15:20 15:25 16:1 20:25 22:2,17 22:20 23:10,12 23:15 34:3 38:3,7,19 40:7 40:12 54:16
software 8:6
somebody 56:7 57:1
someplace 64:25
sorry 11:8 14:3 22:7 28:11 54:10 57:22 70:22 72:12
sort 14:8 15:21 15:23 43:7 45:6 62:3
south 16:21 23:9 24:1 26:2 35:6 36:11 44:16 45:9 55:11 70:25
southern 32:21 33:13
southwest 44:19
spaces 62:3
speak 22:14 58:4 74:2 77:6
speaker 32:2 57:15
speaking 16:19 41:14
special 1:1 2:1 43:23 44:1
specifically 23:5 51:4
speed 15:2
spend 7:24 35:3
spending 61:1
spent 17:6 42:12
Spotters 11:24
squared 54:21
staff 4:21 5:11 5:12 11:13,22 20:19 21:9 35:5 39:2 41:22 43:14 45:21,24 46:11 47:18 51:10,12 51:18,25 52:2 67:25 73:4,12 74:16 75:22 77:6,22 78:5
staffs 46:10 52:4 52:7,13,17 53:16 67:15 77:14
staging 20:1
standing 60:16
standpoint 34:24
start 5:1 51:11
started 5:25 6:14,14 20:21 58:10,16
starting 32:17 58:17
state 7:16 9:5,15 11:19 24:25 59:8,12,13 80:4
stated 4:24 51:3 70:21 73:7 80:10
statement 11:11 31:24 70:20
statement/que... 25:3
statements 66:3
States 67:9
stating 31:17 73:18,19
stenotype 80:12
stick 2:17 15:12 15:14
stop 7:8 16:16 16:17 75:11 76:16
stopped 25:1 45:24,25 46:16
storm 9:17 10:4 42:20 44:10
story 54:20
straight 7:10
street 2:5 6:13 6:14,15,19 7:4 7:7 23:8 24:5 25:22 27:23 33:23 40:8,10 44:19,21 54:14 54:15 55:2,25 56:1,17 57:6 58:10,13,20 63:25 64:2 69:14,14 71:12
streets 32:11 64:7 69:23
strict 2:15
strip 69:16
structured 76:17

studies 23:1 38:22,24
study 18:15 19:11,13,15 23:1,17 38:10 39:4,4 62:1
stuff 77:15
subject 42:13 44:11 59:25 65:18
subjects 60:1
substantial 36:25
substantially 21:14
subtracted 50:1
successful 20:5
succinct 16:13
sudden 64:21
sued 24:22,23 24:25
suggest 29:2 39:16 49:19 53:2,8
suggested 45:12
suggesting 53:3
suggestion 43:22 49:2
Sunny 58:18
sunset 45:13 52:10
support 23:23 31:15 41:17 51:3 73:3,8
supposed 16:9 30:20 57:3 62:25 65:8
sure 12:14 14:11 17:7 31:15,25 34:18 38:9 39:11 53:17,20 67:10 73:12,14 75:6,6 76:2 78:1
surplus 19:2,6 38:24
surprised 64:13
surprises 64:19
Susan 80:8,21
switch 4:12
system 10:4 12:10

T

T 80:1,1
T.D 72:11
table 28:13,21 66:9
tabled 20:23
Tacaria 3:24
take 6:11 10:11 15:21 31:23 36:7 37:11 39:7 50:10,14 50:21 51:1,24 52:14 53:10 54:2,7 56:17 64:1,6,12 67:7 69:14,23 70:3 70:4 72:8 73:24 77:14
taken 18:23 33:8 80:12
takes 3:20,23 59:2
talk 6:12 38:5 53:15 54:10 59:24 67:14 77:9,10
talked 30:8 32:15 38:25 44:17,17 58:11 64:5 68:22 75:7
talking 15:9 24:5,13 26:23 32:21 33:2 36:24 38:1 39:4 46:8 54:24 57:16 62:15 69:6,9 70:24 71:2,16 74:21 77:3
Tallahassee 47:5 48:1 50:21
tear 67:21
technical 34:24
teeth 52:24
televise 31:4
tell 4:11 17:7 23:15 24:6,11 32:6 46:13 56:6 57:11 58:9 67:15
Tem 1:23 4:13 4:14 12:20,23 24:9,12 25:2 25:12,14,18 26:1,4,11,15 26:19,22 27:1 27:5,10,25 28:4,9 29:9 36:17 37:20 38:6,18 39:21 39:24 40:17 48:5 49:13 68:6,13,17,20 69:8 70:12,16 70:18 78:7,9 78:13,18,20
temperature 11:16 72:15
ten 45:14 52:10 65:1 67:20 74:16
tenants 12:9
Terence 1:24 4:22
terminal 60:16
terminate 19:12 19:15
terminated 49:12,14
terms 61:23
Terrence 5:6
thank 2:22 4:13 5:18,22,23 10:18,21 11:7 12:18,20,23 13:20,22,22 14:5,14,14,15 15:25 22:8 34:22 36:15,17 42:2,7 53:7 54:5 57:13 60:5 63:11 65:9,19 66:22 66:23 67:3,13 78:20,22,24,25 79:1,2,4
That'd 34:16
They'd 28:7
thing 6:12 7:12 9:16 11:18 15:10 18:9 19:19,23 21:20 22:13 24:13 26:18 33:20 40:7 43:16 44:16 47:3,6 49:11 50:7 52:10 55:14 56:24 69:12,21
things 2:22 6:8 7:25 8:10 10:10 12:6,25 13:9,20 14:6 14:12 15:14 19:9 24:9 26:22 27:2,19 33:7,12,15 38:9 43:20 45:10,16,25 56:8 60:17 62:11 64:18 68:2,22 70:1 73:5 76:6 77:23
think 2:20 3:17 10:11 12:3 13:1,9 15:15 16:13,24 20:11 20:21 21:21 23:19 24:14 29:1,8 30:8 31:5 33:20,22 34:1,6 35:12 35:14,15 37:6 38:2,7,25 39:9 40:25 41:3,6 41:14 42:23 44:2 46:6,7,13 46:19 47:1,15 47:17 48:5 50:2,10,12,13 52:7 53:11 55:21 63:21 68:1 70:9 71:3 71:19,20 75:12 75:21 77:8,10 77:18,20
third 63:1
thought 7:7 27:11 29:25 39:10 48:20 71:6,13 75:9
three 2:12 8:2 20:11 36:21 42:12 45:7,17 49:22 53:5 54:3,4,5,20 58:17 59:22 62:7,8,13 65:3
threw 17:24
Thursday 61:2
tied 72:1,6
Tiki 6:19,19
till 15:9
time 2:10 4:11 4:20 6:20 13:11 14:18 15:11 16:5,16 16:25 17:3,20 17:22,24 19:9

20:24 33:8 35:3,14,18 37:11,12,13 42:11 43:7 45:15 47:13,15 50:21,23 53:16 57:3 59:2,10 62:5 64:24 72:9 76:4,9,10 76:17 77:15 80:10
timeline 16:12 49:21 76:24 77:22 78:12
timely 64:24
times 37:13 47:3 67:20
timing 53:2
tip 9:17
today 2:24 10:3 13:18 29:16,17 30:11 51:10,13 53:9 54:1 60:15 68:22
tone 76:14
tonight 4:17 5:19 14:11 34:23 58:1
Tonya 4:8
tools 13:5
top 23:19 46:24
topic 28:2
topics 43:6,6
total 6:1
totally 25:24 69:16,18
towel 17:25
TPA 41:10,13 41:16,18 74:1 74:19,25 75:16
track 21:7 27:22 32:12
tracks 17:10 18:18 23:19 24:23
trades 12:13
traffic 32:17 65:21
trailer 17:1 54:19
transcription 80:12
Transportation 6:23
Treasure 39:15
treat 46:4
treated 43:24
Tri-Party 20:6 20:10 21:15,17 26:9
tried 16:12 40:13 75:24
Tropical 61:20
trouble 47:10
trucks 18:18 25:23 28:1
true 49:16 73:17 80:11
truth 63:4
truthfully 31:9
try 2:16 15:2 17:19 20:14 21:12 26:17,19 52:19 56:20 73:20,20 74:1 75:14 77:21
trying 28:22 30:22 68:1
Tuesday 1:11 2:5
tunnel 18:18 22:9 23:20
turn 13:4 32:13 56:16 66:21
turned 25:4
turning 27:22
TV 5:15
twice 59:22
two 2:17 4:18 6:1 8:1,8 15:14 26:22 27:1 30:6 31:23 36:21 42:11,22 46:10 54:1 58:7 60:1,24 61:22 65:3 68:2 72:5 76:7
type 49:18

U

U.S 13:19 16:23 17:2 23:19 25:6,9 44:19 44:21 55:2 59:7,13
ultimately 18:12
unable 65:17,18
unanimous 19:14 21:4
uncle 52:18
understand 14:25 23:16 28:2,11,22 31:8,19 33:9 33:12,14,24 37:23 38:13 68:3 70:9,24 71:3,15 73:14 73:21 75:12 76:12
understandably 35:25
understanding 22:25 23:22,25 26:6 28:16,20 29:23 30:5,19 68:10 71:7,8 72:23 73:4 74:8,11 75:13 75:18
understands 71:4
UNIDENTIFI... 32:2
United 67:9
unreasonable 36:7
update 7:14 42:9 43:21 46:2 49:17,25 66:7
updated 43:1 52:8
updating 46:2 46:18
usage 60:21 61:13
use 7:18,19 10:2 15:13 20:1,3,7 21:12,14,22 26:7,9 28:10 28:21 29:7,23 30:3,4,4 31:15 32:10 33:2,3 33:25 35:1,23 36:11 40:22 43:10,21 44:24 45:8 55:23 69:13,20,21,25 70:6 71:3 72:10
user 45:1,4
uses 7:17 42:18 44:1 45:2
usurp 43:9
utilities 44:10

V

vacation 64:12
valid 43:6
value 56:6
values 55:18
Venice 3:17,18
versed 28:25
vessel 61:13
vessels 61:18
vetted 32:14
Vice 1:21 2:21
visionaries 67:3
visionary 67:4
voted 74:19 75:6
voting 74:22

W

W 1:21
Wade 36:5
wait 16:17 45:15 56:5 57:18,19 64:23
waited 37:7
waiting 21:7 37:12
Waldron 1:22 3:3 41:7,9,13 41:20 42:2 48:22 49:2,18 51:4 76:13
Waldron's 73:22
walk 15:15,21 62:23,24 68:2
wall 32:22 33:5
Walter 5:15
want 5:18 6:12 7:20 8:1,17 9:2 9:11,16 10:5 10:10,15 14:5 16:18 24:17 25:3 31:14 36:11,13 40:4 41:17 48:7 50:7,23 51:19 53:10,17 56:5 56:20,22,23 57:10,19 61:14 63:12,13 64:9 64:13,20 65:9 68:2,2 69:22 69:24 72:16,19 73:12 74:5,21 77:6,9,9,23
wanted 6:13,18 6:25 7:6,9 10:19 20:1 36:9 43:1,2

50:3 67:3,8 76:24
wants 41:3 55:24 63:23 67:21 75:5
Ward 42:3 53:25 54:6 57:4,24,24 59:20,22 60:1 60:4,6 62:10 62:17 63:7 64:14
Ward's 54:8 74:13
warehouse 8:7
wasn't 12:22 22:21 24:19,20 25:17 31:12 43:9 57:18
water 9:17 10:4 20:17 42:20 44:10,13 61:1 61:8
way 6:14,19 7:1 10:13 19:20 25:8 26:3 27:19 32:10,13 41:10 46:15 51:16 56:17 59:15 62:15 64:6 67:4,13 73:6 76:5,17
Wayne 1:22 3:4 35:21 48:17,21
wayside 77:25
we'll 2:16 5:1 15:15 52:21 63:9,9 75:1
we're 4:10 7:16 7:21 8:12 9:6 10:3,5 11:14 12:3 14:7,11 16:2 17:25 21:1,6,10,11 24:13 25:19 26:23 28:2 29:21 31:3,5 31:10 32:18,21 36:24 39:4 45:8 48:9 50:17 51:6,14 53:23 57:2 62:25,25,25 63:1 64:4 68:24 69:6,8 69:12,20,22,24 70:2,5,24 71:16,23,25 72:2 73:9 75:13,15 76:24 77:3,17 78:3
we've 7:12,25 9:12 10:12,20 13:9 15:11 20:15,17,25 28:23 31:15 38:25 40:1,23 52:7 54:25
week 32:7 76:8
weeks 22:11 53:4 62:6,7
welcome 2:9,23 4:4
went 7:5 17:21 47:11 51:9 55:8,9,14
weren't 47:5
west 6:15 8:15 9:10 11:25 16:21 18:20,22 20:5 23:3,8,18 23:24,25 30:1 32:10,22 35:4 35:7 40:13,14 43:25 44:21 54:14 55:9 57:10,11 58:2 59:8,13 61:9 61:18 62:15 67:5 71:1
westward 61:7
WHEREOF 80:14
wide 53:5
Wildlife 7:19 9:9
Williams 5:14 11:23
Willie 5:2
win 17:25
wish 33:17
wit 2:7
WITNESS 80:14
wonder 22:14
wonderful 11:15
words 53:3
work 7:1,21 8:16 11:17 12:5 14:7,12 16:3 24:19 32:16 35:23 36:13,14 39:18 40:25 41:4,23 41:24 45:25 49:19 50:22 51:16,20 52:14 52:17 56:3,5 64:17 70:4 72:19 74:1 78:14
worked 6:5,9 10:20 13:8,9 39:14,23 55:21 56:19 60:17 65:6
working 12:16 12:16 74:25
Works 5:7
workshop 1:1 2:2,10,25 48:12 50:1 76:4,10,19 78:13
workshops 66:16
worry 64:2
worse 55:18 56:8
worth 68:23
wouldn't 25:9 74:10
wrangling 42:17
wrap 59:20
write 8:25
wrong 56:10 60:12 70:15
wrote 29:4

X

Y

yachts 61:16
year 2:12 7:24 17:21,21 20:22 45:7 50:15,16 52:10 56:10 59:3 62:8 74:15,16
years 2:13 3:25 6:4,9 7:2,13 9:12,21 10:20 11:12 14:9,13 20:12 31:18 36:10,21 37:16 37:17 43:5 45:7,14,15,17 49:22 53:6 55:20 59:5 65:1

Z

Zielinski 3:12
zoning 20:3,19 21:4,19 30:3 33:19 34:14 35:2 42:18 43:22,23 44:23 44:24 45:9,22 47:11

0

02 35:22
06 31:2
07 31:2

1

1 13:19 16:23 17:3 23:19 25:7,9 44:19 44:21 55:2 59:7,13 61:14
1-28-13 66:5
1,000 62:2
105 2:18 15:12 15:22 37:18,19 65:20,25 68:3 68:8
1071 65:16
10th 32:11 54:14 55:25 56:1
11,200,000 6:24
11th 2:4 23:8,8 24:5 25:22 27:22 32:10,17 33:23 41:1 44:19,20 54:14 55:1,25 56:1 57:6 60:25 63:1 69:14
12 1:11 2:5 53:4
13 8:8
13th 6:13,14,15 6:18 7:7,10 23:9 40:8,10 41:2 45:9 55:9 56:17 58:10,13 58:20 71:12
14 8:10 60:25 63:1,2
15 61:13
16 36:10 37:16 37:17 53:4
18 61:13
19 66:4
1975 61:15

1990 54:25
1995 66:12
1995-96 59:11
1996 42:9 48:25 49:6 73:5
1997 58:25 59:3

2

2 61:6
20 43:5 45:15 66:4
2000 54:25
2001 8:5
2002 17:14 30:20,24 31:6 31:12,20 54:25
2003 6:11 18:10 18:11 22:22 38:23
2005 6:1 55:18
2006 31:7,11
2008 54:24
2010 19:1
2011 8:5 18:10 18:11,25 19:8 19:13,21 38:21 38:23
2012 20:10,23
2013 38:21
2014 62:1
2015 2:11,25 20:13 42:21 43:16 44:5 54:24
2018 1:11 2:6 65:17 80:15
2022 60:23
2135 57:24
219,000 7:24
22 66:5
25 61:15
250,000 56:9
27th 80:15
288,330 8:23

3

301 54:13,14
31 60:14

4

4-18-18 66:4

5

5 59:13

6

6:00 1:12 2:6
6:39 34:19
65 55:20
68,000 9:18
6th 65:17

7

7:00 2:15,16 15:15
7:02 53:23
7:34 1:12 79:5
710 16:22 59:8 59:13

8

8-23-12 66:7
80 60:21
800 62:2
831 55:8

9

95 58:25
99 62:10
9th 2:11 42:13 42:21 45:18 63:25

BOARD OF COMMISSIONERS

PORT OF PALM BEACH DISTRICT

Regular Board Meeting

- - -

Thursday, June 14, 2018

Port of Palm Beach
One East 11th Street
Riviera Beach, Florida

4:00 p.m. - 6:17 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Carl Baker, Director of Planning
Ken Hern, Sr. Director, Operations, Security, Facilities, Railroad
Jarra Kaczwara, Sr. Director, Business Development
Gregory Picken, Port Attorney
Donald R. Bicknell, Jr., Port Attorney
Venice Howard, Deputy Clerk
Aidy Alonzo, Public Relations/Media Specialist

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BE IT REMEMBERED that the following Regular Board Meeting was had at Port of Palm Beach, One East 11th Street, Riviera Beach, Florida, on Thursday, June 14, 2018, beginning at 4:00 p.m., with attendees as hereinabove noted, to wit:

- - -

CHAIR ENRIGHT: Good afternoon. The regular Board meeting of the Port of Palm Beach Commissioners will now be called to order.

Would you please do the roll for me, Clerk. Thank you.

MS. HOWARD: Chair Jean Enright.

CHAIR ENRIGHT: Present.

MS. HOWARD: Vice Chair Peyton McArthur.

VICE CHAIR McARTHUR: Present.

MS. HOWARD: Secretary/Treasurer Katherine Waldron.

MS. WALDRON: Present.

MS. HOWARD: Commissioner Wayne Richards.

(No response.)

MS. HOWARD: Commissioner Blair Ciklin.

COMMISSIONER CIKLIN: Here.

MS. HOWARD: Executive Director Manuel Almira.

EXECUTIVE DIRECTOR ALMIRA: I'm here.

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MS. HOWARD: Port Counsel Gregory Picken.
MR. PICKEN: Here.
MS. HOWARD: Port Counsel -- I'm sorry.
We have a quorum.
CHAIR ENRIGHT: Thank you.
Please stand for the Pledge of Allegiance.
(Pledge of Allegiance recited.)
CHAIR ENRIGHT: You may be seated. Thank you.
May I have approval of the minutes, please, from the last meeting?
MS. WALDRON: I'll motion to approve the minutes.
CHAIR ENRIGHT: Second?
COMMISSIONER CIKLIN: Second.
CHAIR ENRIGHT: Thank you. Properly moved and seconded. All in favor.
(A chorus of ayes.)
CHAIR ENRIGHT: Motion carries, four/zero, with Commissioner Richards absent.
Let's continue. Mr. Almira, are there any additions, deletions, presentations?
EXECUTIVE DIRECTOR ALMIRA: And announcements. Yes, Commissioners, we'd like to add, under old business, G.7 --

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CHAIR ENRIGHT: Wait a minute. Okay.

EXECUTIVE DIRECTOR ALMIRA: That would be LMH amendment number one, looking for clarification.

And also, there is a presentation for Certificate of Recognition for Customs and Border Protection Officers, Federal Employee of the Year Awards, Mr. Marco Cruz-Velez and Deirdre Leigh. If that's approved, I would like to have Ken Hern come up and make the presentation.

CHAIR ENRIGHT: I need to have it approved.

Commissioner Ciklin.

COMMISSIONER CIKLIN: So moved.

MS. WALDRON: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, four/zero, with Commissioner Richards absent.

Now, Mr. Almira, will you want to proceed with -- let's start with the first presentation, Certificate of Recognition to the Customs and Border Patrol Officers. And I would like for all the Commissioners too to go down and meet --

COMMISSIONER CIKLIN: Well, let him talk first.

CHAIR ENRIGHT: I'll let him talk; I will.

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Don't worry about it. He'll get his chance.

Go on, sir.

MR. HERN: Good afternoon, Commissioners. It's my pleasure to be here to help present these awards to these officers.

The South Florida Federal Executive Board recognizes federal employees in Miami-Dade, Broward, Monroe and Palm Beach Counties. Two Customs and Border Protection Officers at the Port of Palm Beach were recognized as Federal Officers of the Year, Marco Cruz-Velez, law enforcement, and Deirdre Leigh in service to community.

Officer Cruz continuously demonstrates his commitment to represent the law enforcement community in a professional manner. His participation in multiple active shooter training exercises, table top exercises and the SRT headquarters active shooter threat planning training has made him hold an integral role in active shooter threat planning at the Port of Palm Beach.

Officer Cruz has conducted surveillance with HSI, as well as participated in multiagency intelligence sharing meetings that have resulted in arrest of crew members.

His participation in recovery efforts in

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Puerto Rico and the U.S. Virgin Islands under grueling conditions was nothing short of heroic. His selflessness in building up the community that was broken and giving them hope is a true character of a civil servant. Officer Cruz continues to give back to the community at home by participating in beach cleanups, toy drives and staying active in his children's school.

Officer Deirdre Leigh demonstrates her commitment for service to the community by battling human trafficking -- it's amazing -- in her professional and personal life. Officer Leigh volunteers for Hope of Freedom, rescuing, protecting providing life skills and mentoring to survivors of human trafficking.

She volunteers at a safe house, a secure location which protects girls up to 17 years of age who are victims of domestic minor sex trafficking. Officer Leigh has used her professional -- her personal time, annual leave to attend numerous courses, meetings, training seminars, achieving a certification of DMST and Commercial Sexual Exploitation of Children. Officer Leigh apprehended an individual, leading to a successful federal criminal prosecution for child pornography.

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She has been invited to join the Human Trafficking Coalition of Palm Beach and the Joint Agency Human Trafficking Task Force. Officer Leigh raises awareness in the community, speaking up for those who have no voice, providing, safety, hope and diligence.

Please accept our Certificate of Recognition for a job well done.

COMMISSIONER CIKLIN: Picture.

CHAIR ENRIGHT: Picture, smile. Show your teeth; show your teeth.

MR. HERN: Congratulations. We appreciate your efforts.

OFFICER CRUZ-VELEZ: Thanks a lot.

EXECUTIVE DIRECTOR ALMIRA: Thank you very much.

MR. HERN: Thank you, guys.

CHAIR ENRIGHT: Thank you very much. Without them, we couldn't survive. Thank you very much.

The next presentation, Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: No, no presentation. We just wanted to add G.7, LMH.

CHAIR ENRIGHT: Okay.

EXECUTIVE DIRECTOR ALMIRA: There's only one presentation.

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COMMISSIONER McARTHUR: So moved.

CHAIR ENRIGHT: We already did that.

VICE CHAIR McARTHUR: Oh, we did?

COMMISSIONER CIKLIN: We just did that.

CHAIR ENRIGHT: Okay, so let's go on now to the consent agenda. Do we have anyone who wants to pull any items on the consent agenda?

COMMISSIONER WALDRON: Yes. I wanted to pull E.7, Business Development.

CHAIR ENRIGHT: Thank you. Any more? Okay, I need to have a motion.

COMMISSIONER WALDRON: I'll make a motion to approve the consent agenda, minus E.7.

CHAIR ENRIGHT: Thank you. Do I have a second?

VICE CHAIR McARTHUR: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, four/zero, with Commissioner Richards absent.

Now let's go down to E.7. Your concerns --

COMMISSIONER WALDRON: Yes, that concerns -- the reason I pulled this, I wanted to get the Commission to approve my attending the Compass event on June 30th.

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CHAIR ENRIGHT: Okay, hold on.

MS. WALDRON: The Stonewall Ball.

CHAIR ENRIGHT: That is not a partisan organization, right?

VICE CHAIR McARTHUR: No.

CHAIR ENRIGHT: It's not partisan, okay. I have no problem with this since it is not a partisan organization, and so therefore, they're not Democrat or Republicans or whoever. So I don't have a problem, unless another Commissioner has a problem.

VICE CHAIR McARTHUR: How much are the tickets?

MS. HOWARD: I believe it's $75.

MS. WALDRON: Yes.

CHAIR ENRIGHT: $75. And then we still have moneys for that, because I remember when Commissioner Richards added $1,000 because he wanted to attend the event. So that's no problem.

MS. WALDRON: Okay, great.

CHAIR ENRIGHT: And if any other Commissioner would like to attend, all they need to do is just inform you.

VICE CHAIR McARTHUR: Motion to approve.

COMMISSIONER WALDRON: Second.

CHAIR ENRIGHT: All in favor, please say aye.

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(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries. Thank you very much.

COMMISSIONER WALDRON: Thank you.

CHAIR ENRIGHT: Now, let's go on to Mr. Almira. District Report, Executive Director. Go on.

EXECUTIVE DIRECTOR ALMIRA: Thank you, Commissioners.

We're going to start, Commissioners, with a summary of capital programs. With that said, there's five capital programs that we'd like to bring you up to date on so that we're all pretty much on the same music sheet. With that, Commissioners, what I'd like to do is I'd like ask Carl Baker --

CHAIR ENRIGHT: Please let the minutes reflect Commissioner Richards walked in the room.

COMMISSIONER RICHARDS: Good afternoon.

EXECUTIVE DIRECTOR ALMIRA: With that, Commissioners, I'd like to ask for Carl Baker to come up so he can make a presentation on this capital projects overview.

MR. BAKER: Commissioners, good afternoon. I know a lot of this has been talked about over time, but I'd like just to give you a quick update on where we

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are for capital projects overall. We've got a number of projects in the hopper right now.

Of course, we've got the Berth 1 reconstruction going on. We've had several JPAs issued for the environmental permitting and design, which total out to $769,000. Plus what we've spent on that, we've got a remainder of about 652,000. Most of that will go into the actual design of the berth once we get to that point.

We have a -- the major JPA that will be used for construction is $6 million. This has been approved. Mr. Zielinski has our portion of the money, and we'll be coming back to you, probably next month, asking for that JPA to be approved.

The construction on this project is scheduled to begin in April of 2019. The reason we're waiting that long is that there are contractual agreements with Berth One International, and it's the mutual understanding that this is the best time to do the project.

Since the grant application was written and approved, the project has kind of been scaled back. There was a lot of environmental and permitting issues that would have taken years to get past, so right now what we're looking to do, it's probably not going to be

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a $6 million project, even though that's what the JPA is for, and in the end, it will be about two and a half million dollars to get the berth fixed. This is the oldest berth in the Port, so it's time.

Again, the MOB teardown and the refrigerated container yard, we've had several JPAs issued for design and permitting. We've got some money left over from those initial JPAs. We had a JPA issued last year for $4 million. This is what's actually going to be used to build the project. And again, Mr. Zielinski has the funds for our side of the match for this.

There's an additional JPA that will be issued about six months after the project begins for $550,000. This is going to do the electrical cabling work to make the reefer yard an actual reefer yard. And those bids arrived on June 1, and José will be talking about that as one of his agenda items.

For on-port rail, we're doing quite nicely on that. Again, we've had various JPAs issued in the amount of just a little over $2 million. Currently we've invoiced out, you can see, about 4.3. We've got a remainder of 1.6. Most of that is going into the big curve project that's under construction right now, and then once we request it, we will have an additional $6,600,000 coming in from FDOT.

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This is not the traditional FSTED grant. This is coming out of the FDOT's Strategic Intermodal System Grants. This was -- most of this money was originally allocated to another project at another port, and they were unable to do the project, so we were the beneficiaries of this.

And finally, we've got a JPA that was available upon request for two and a half million dollars for a new passenger loading bridge. We just received this a couple of months ago. We haven't spent any money yet, but we're currently talking to the cruise line so we can determine exactly what their needs and requirements are towards a new bridge.

And finally, for the annex, the southern property, we will be submitting a grant request to the Florida Ports Council so we can bring the property up to code. And that concludes this portion.

A little editorial comment here. In the past, the staff has been chastised for not having the vision to submit major projects, you know, like a $30 million project like other ports do which would move the Port forward. But I would submit to you the Port is doing just fine as it is.

And the way our grants are submitted and our projects are run, we have an extraordinarily good

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relationship with FDOT on how we manage our projects. You can see from this, one of the reasons that we don't submit a $30 million project is we don't have the kind of funds and revenue that other ports have. You can see Port of Miami is working off of $166 million revenue per year. We're working off of approximately $18 million revenue a year. So a $30 million project for us is almost two years, and for them, it's a rounding error.

So additionally, the ports of Miami, Everglades, Jacksonville, Tampa and Manatee all have access to their counties' multibillion dollar tax bases. We do not. So again, there's another reason why we can't go out and spend 30, $40 million on a project.

Another thing to consider, we don't have the size that the other ports have. Miami, even though it's an island, it's 520 acres. Everglades, over 2,000. Tampa, over 5,000 acres. We're 165, and that's all there's ever going to be.

So again, it's hard to compare, make an apples and apples comparison of a 5,000 acre port to a 165 acre port, yet here is that comparison. And that is the amount of revenue you generate per acre per year. You can see we're doing quite well, and

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especially if you look at a place like Port of Tampa that gets an annual tax bump from the county, plus they get 5,000 acres. And they're making $11,000 an acre, and we're doing $109,000 an acre.

Plus Miami, Canaveral and Everglades are the largest, three largest cruise ports on the east coast of the United States, and cruise ports take in significantly more money per acre than any container operation possibly could. So again, we have nothing to be ashamed of.

Do you have any questions?

VICE CHAIR McARTHUR: Excuse me.

CHAIR ENRIGHT: Yes, Commissioner.

VICE CHAIR McARTHUR: Yes, two things. One, it's undeniable that we're doing fantastic on the per acre. The only criticism I've ever heard of the Port of Palm Beach is not the amount of money, is not the amount of land, it's been that we don't plan for 10, 15 years from now. That's the only criticism I've ever heard about the Port of Palm Beach. Nobody can argue with the figures.

The other thing, if you would in the future -- I'm not going to ask you to do it now, but when you bring back figures for JPA, it might be nice if you told us what our match was so we can see what

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that --

MR. BAKER: It's every -- I'm sorry, I should have done that at the beginning. Everything up there is 50/50.

VICE CHAIR McARTHUR: Every one of them?

MR. BAKER: The days of the 75/25 or the 80/20 --

VICE CHAIR McARTHUR: Yes.

MR. BAKER: -- are historical.

VICE CHAIR McARTHUR: I like those.

MR. BAKER: We'll never see their like again.

VICE CHAIR McARTHUR: Well, you might want to just include that next time.

MR. BAKER: Yes, sir. And one comment on your -- there is a five year CIP that is published. It's in the -- every year. Right now we have $174 million in that five year program. We've got -- there's a list in computers around here on what we need to do, not just five years out, but 10 and 15 years out. It's like at some point, somebody may be here when we come back to talk to you about rebuilding this portion of Slip 2. Again, that's not a five year project, but that's coming down the road, and we're already talking about it.

VICE CHAIR McARTHUR: Thank you.

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MR. BAKER: It's out there.

CHAIR ENRIGHT: Commissioner Ciklin.

COMMISSIONER CIKLIN: Yes, thank you, Carl. That was a very good report. But I think most of the Commissioners are well aware that we can't do a 30 or 40 or $50 million project because of the 50 percent match, so --

MR. BAKER: Exactly.

COMMISSIONER CIKLIN: Yes, so I think what we've been doing over the last X amount of years has been very prudent and hasn't put us in a financial bind, and I think through our lobbying efforts and through our own, you know, going to Florida Ports and FDOT, so I think we've done a pretty good job. And, you know, questions about doing a 30, 40 million -- I think the Skypass would be the last project we'd ever do, you know, and --

MR. BAKER: And we're still paying for it.

COMMISSIONER CIKLIN: Exactly, so anyway, thank you.

CHAIR ENRIGHT: Any other comments? Thank you very much.

COMMISSIONER RICHARDS: Thank you. Ditto. I fully agree. And I spoke to the Director about that after the last meeting a couple days ago. When

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uninformed people make comments at a meeting, I don't think we have to respond. And if we do respond, brief courtesies. We're doing very well. We work very hard. You guys are doing a great job.

CHAIR ENRIGHT: Thank you.

Mr. Almira, continue.

EXECUTIVE DIRECTOR ALMIRA: Sure. Something that he also inadvertently left out, most of those ports do not make any profit at the end of the year. In fact, a good majority of them do not. We do. But that's just another editorial.

All right, if we can move on, okay, there's a reason why I'm bringing this up, Commissioners, because up to year to date, we have held 20 presentations at the Port, which equals to the same amount of last year.

What you're looking at is on May 15th a presentation and tour was provided to approximately 25 students from Austria who are attending the Rinker School of Business at Palm Beach Atlantic University. These attendees were grads and postgrad students. And as usual, Carl Baker gets the nod to show them everything there is to be shown about the Port of Palm Beach.

We move on. Yes, Customs, Borders and Protection. I just want to bring you up to date,

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Commissioners. And since we met last, I had an opportunity to discuss our current CBP operations with Jennifer Connors, CBP Director, Port of Palm Beach, and also visiting, Diana Sabatino, who is the Director of Field Operations, CBP, South Florida. They mentioned that the operation at Port of Palm Beach is going very well, even with the additional passenger vessel.

One noticeable change has been, if you remember when you travel abroad and came back to the United States, you had to fill out a declaration form. You know, do you have fruit, and how many did you buy and so on and so forth. Well, that's been eliminated. And as a result, according to Jennifer Connors, that has shaved off or eliminated at least one hour of the processing time here at the Port. We have not -- and I can tell you that we have not had any complaints of any delays, so obviously, that is a plus and it's working here at the Port.

Now, there's more. CBP is also working on a face recognition, and it's going to be or it has been installed at the Miami International Airport. This is a pilot program that will ultimately be placed in all airports and seaports, simply meaning as you come off the ramp, you can just walk right straight through. There will be a camera on you. You won't be able to

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recognize it, but it will recognize you.

And this, it's not 100 percent yet, but it's up to at least 99 percent accuracy, with two minor exceptions. Anybody want to guess? Twins and those who have had facial surgeries, facelifts and things of that nature. You have an old picture, and now you have a new one, and you may be smiling too tight. Well, we all know.

What they said was: Stay tuned. We are obviously in that list, and we eventually will be getting the same program installed here.

What else do we have? Yes, Ken mentioned we're happy to announce that we won three awards for the AAPA, one under Social Media Award of Excellence, Website Award of Distinction, and last, but not least, Advertisements Award of Distinction.

These awards will not, unfortunately, be given out in Chile. Instead, they will be given out in Norfolk, Virginia, not this year, but the following year. The reason behind that is not everybody is going to be going to Chile, and therefore, they felt that some ports like ourselves may not be represented, even though we are. So not all ports will be going, and therefore, that's the reason why it's going to Norfolk.

CHAIR ENRIGHT: Excuse me, sir.

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Commissioner.

VICE CHAIR McARTHUR: I understand the first two. What is the advertisements?

EXECUTIVE DIRECTOR ALMIRA: Aidy.

MS. ALONZO: The award was for advertisements that we publish in print publications, such as Chamber periodicals, the U.S. Coast Guard, alumni association periodicals, so various monthly and annual publications.

VICE CHAIR McARTHUR: Thank you.

EXECUTIVE DIRECTOR ALMIRA: Particularly as it relates to the ships, the passenger cruise line.

COMMISSIONER RICHARDS: Congratulations to our staff.

CHAIR ENRIGHT: Yes.

MS. WALDRON: Good job.

CHAIR ENRIGHT: Excellent job.

EXECUTIVE DIRECTOR ALMIRA: All right, with that, while she has the phone in her hand, Aidy --

MS. ALONZO: Thank you.

EXECUTIVE DIRECTOR ALMIRA: -- can you please explain this?

MS. ALONZO: Last Thursday, on June 7th, the Central Palm Beach County Chamber of Commerce held an economic luncheon at the Marriott in West Palm Beach.

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Rick Morrell, the Chairman of Tropical Shipping, was the keynote speaker, and the luncheon focused on hurricane preparedness. Ken Hern and I attended the lunch.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

All right, moving on, events. This coming Wednesday, we have the tenant breakfast here at the Port starting at 8:30.

8:30 or 9? 9:00?

MS. ALONZO: (Nods head.)

EXECUTIVE DIRECTOR ALMIRA: Great. We also have the AAPA Commissioners Seminar up in Montreal, if we're still talking to that country, or if they're talking to us.

Florida Ports Council coming up on September 5th and 6th, and of course, the aforementioned AAPA 107th Annual Convention of Valparaiso.

Incidentally, Commissioners, I have invited Ms. Maldonado to join us for the breakfast. That way, she gets to know the tenants, all the tenants who we have here.

Are there any questions, Commissioners?

MS. WALDRON: On the passenger processing, didn't Congresswoman Frankel send a letter? Is that --

EXECUTIVE DIRECTOR ALMIRA: Yes, she did, as

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a matter of fact. Thank you.

COMMISSIONER WALDRON: And did Congressman Mast also?

EXECUTIVE DIRECTOR ALMIRA: Congressman Mast, Alcee Hastings and --

MS. WALDRON: Frankel.

EXECUTIVE DIRECTOR ALMIRA: -- Frankel has. Frankel has really taken a real huge step on our behalf, not only us, but obviously all the other seaports. It's to maintain a budget for CBP. As we all know, every year the expenses go up, and she just wants to make sure that the department budget up in Washington D.C. allocates the appropriate amount. Otherwise, we're going to be short on inspectors.

Now, to that end, what CBP is saying is that's fine, that's great, however, the problem is not keeping the inspectors. The problem seems to be having people apply for these jobs. And there's a whole series of information and challenges that are associated. So we --

COMMISSIONER WALDRON: So if enough people applied, we'd have enough here, we have money for --

EXECUTIVE DIRECTOR ALMIRA: Right.

MS. WALDRON: Okay.

EXECUTIVE DIRECTOR ALMIRA: And what they've

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done is they've actually gone into the technology sector, and this face recognition is something that's going to help out immensely. Imagine, just walking out, right out of a -- if you come in on Lufthansa in Miami, you just walk right through and nobody will be asking you for your passport or anything like that. It's almost a panacea.

CHAIR ENRIGHT: And just to add to that, you mentioned the problem is not with the funds, it's with the individuals passing the exams to be able to get the jobs. And you might not believe it, they cannot pass -- guess what -- the lie detector test. That's the part that they cannot pass. They go through everything else with flying colors, but the lie detector test eliminates nearly all the candidates. Then they have to wait for a year, year and a half or something -- I think it's a year --

EXECUTIVE DIRECTOR ALMIRA: To reapply.

CHAIR ENRIGHT: -- or something to reapply again. But the lie detector test is the one they cannot pass.

COMMISSIONER WALDRON: What kind of questions are they asking?

CHAIR ENRIGHT: But that's the one.

EXECUTIVE DIRECTOR ALMIRA: All right.

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CHAIR ENRIGHT: Thank you very much.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

CHAIR ENRIGHT: Our engineer, José.

MR. SOLER: Good afternoon, Commissioners. I will present my engineering report for the construction projects taking place at the Port.

I will start off with the Berth 17 update. This actually is a photo taken today by our pilot, Carl Baker. You can see most of the water work on the bulkhead area has been completed and the contractor is working on the upland site.

During the last Board meeting, the Board approved an amendment to the contract with LMH which included a new construction completion date. It was included as Exhibit Number C, Exhibit C. The new schedule included a substantial completion date of September 15 and a final completion date of October the 2nd. So those are the dates that the contractor is working towards.

The most critical activities related to the schedule, meaning what is left of the construction on the project site, will be the repairs of the inner and middle dolphin structure and the actual construction of the east dolphin structure, which required two additional piles to be driven.

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In relation to the repair for the middle dolphin structure, I mean to the recast of the middle dolphin structure and the repair of the inner dolphin structure, the contractor is working on the final revised plan to be submitted. They already submitted one by the end of last week, which was delivered back by AECOM with some comments, which are minor. We should be able to receive it and to be approved so they can do the repair work starting next week.

And on the middle dolphin structure, they already completed the installation of the forms, and they're working on installation of the rebar. One of the things that they're going to do different than the first time is that they're going to do a dry pour. They're going to try to seal up the form instead of doing the pour with water in it, in the forms. So as of to date, they have already started the installation of the rebar. They're expecting to do the final cast probably by next week.

MR. CAPASSO: Tuesday.

MR. SOLER: Sir?

MR. CAPASSO: Tuesday.

MR. SOLER: So Tuesday is the next.

Related to the east dolphin structure, the piles are already ordered. They are expecting delivery

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to start tomorrow. So once the piles are here, they're going to do the final welding. The piles are going to be delivered in sections of 65 feet, so they have to finish up the welding so they can have the complete pile length of 130 feet.

After those piles are welded, they will start the installation process. As of the original schedule, they were expecting the piles to arrive by June 19. So if they start delivery tomorrow, they're ahead of time.

Another activity that was scheduled to take place in this month was the upland activity of the surface pavement, asphalt pavement and subbase. This activity has been a little slow by the subcontractor, but it's not part of the critical activity in terms of delaying the final delivery of the project. It can be performed while they're still working on the water side.

This is a photo of the north side of the slip.

COMMISSIONER RICHARDS: Before we leave that --

MR. SOLER: Yes.

CHAIR ENRIGHT: Yes.

COMMISSIONER RICHARDS: -- may we have our friend from LMH come forward?

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CHAIR ENRIGHT: Yes.

COMMISSIONER RICHARDS: How are you today?

MR. CAPASSO: I'm fine. How are you?

COMMISSIONER RICHARDS: Good. I recall our meeting of two and a half weeks ago, that Monday, and we all were pleased that we were able to reach an agreement, and we would be -- we got you the check, and you ordered the pilings, you ordered the rebar, it's galvanized. How are you doing?

MR. CAPASSO: Doing well. So as they said, our activities are in line with the schedule. The piles are arriving early from the schedule, so we'll be able to get a little jump on that. We have dolphin two, be ready to place concrete on Tuesday. I will say that our method has changed, how we're doing it.

COMMISSIONER RICHARDS: That would be a dry pour, I guess, the --

MR. CAPASSO: Yes.

COMMISSIONER RICHARDS: -- of the dry pour.

MR. CAPASSO: We have the repair procedure for dolphin one essentially approved. There's just a couple of administrative things as far as the submittal goes. We plan on doing that next week as well, so --

COMMISSIONER RICHARDS: When you say you plan on doing that, you plan on having that completed or

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commencing the repair?

MR. CAPASSO: It's only a two day repair.

COMMISSIONER RICHARDS: Okay, okay.

MR. CAPASSO: So we'll get that done next week, and we'll be installing the falsework for --

COMMISSIONER RICHARDS: East.

MR. CAPASSO: -- dolphin three, which is the template to drive the two piles. So while they're working on the piles, getting them ready, we'll be concurrently doing work in the water, so when the piles are ready, we bring them out and we'll get into the driving.

We did submit the wave equation analysis, which is required. Just a couple minor comments on it, and that has -- that should support the actual installation of the piles. That's a submittal to the engineer of record. So everything is lined up and ready to go, and I think we're ahead; right now we're ahead of schedule regarding the water work.

So as they said, the upland work, we've had a couple things. The subcontractor is a little slow. We've had a couple things that were obstructing us too, the FPL fuel line, which we've overcome, and we have a little change along the property line that we're working with AECOM and José to get squared away.

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COMMISSIONER RICHARDS: We're definitely glad things are moving along, and keep it going.

CHAIR ENRIGHT: Thank you.

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Mr. McArthur.

VICE CHAIR McARTHUR: Might we also have a comment from AECOM, as they're the supervising engineer?

MR. SOLER: Commissioner, one thing I would like to add related to the amendment number one is that Exhibit A and the amendment require us to provide 16 joint checks for vendors to be paid. There's one check that was returned to the Port. So in order for us to move forward, we're going to bring agenda item G.7, in which Don Bicknell will discuss it so we can approve for the Port to --

COMMISSIONER RICHARDS: I'll wait.

CHAIR ENRIGHT: Okay. Or else we can just take it now, since they are already -- we can just take it now. After you finish, I think it would be appropriate, so then we can just go through everything now.

EXECUTIVE DIRECTOR ALMIRA: She was called first. AECOM was called first.

CHAIR ENRIGHT: Right, but after AECOM, and

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then we'll do everything, okay? Thank you.

MS. BRANDON: Good afternoon. Karen Brandon, with AECOM.

Commissioner McArthur, you just wanted an update from AECOM?

VICE CHAIR McARTHUR: I just wanted to see if you concurred with everything that has been said so that we're all on the same --

MS. BRANDON: Yes.

VICE CHAIR McARTHUR: -- wavelength.

MS. BRANDON: Yes, do concur. Everything is moving along. And we're working together on this submittal process and the RFIs, trying to keep things moving as quickly as we can.

CHAIR ENRIGHT: And I guess my question is in management inspection, you're management. Everything -- management inspection, everything looks okay?

MS. BRANDON: Yes.

CHAIR ENRIGHT: And you're pleased --

MS. BRANDON: Yes.

CHAIR ENRIGHT: -- AECOM is pleased with all the steps so far?

MS. BRANDON: The one thing that we're trying to keep on top of with LMH is there are certain items

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that are being tracked now on a time and materials basis based on the amendment, so our contractor is keeping -- I mean our inspector is keeping up with that, and we're getting reports from the contractor and trying to make sure we're all in agreement.

CHAIR ENRIGHT: And your reports, you're making sure that Mr. Almira receives them also?

MS. BRANDON: Yes.

CHAIR ENRIGHT: Okay.

MS. BRANDON: Mr. Almira has been receiving reports weekly from Diana Lopez.

CHAIR ENRIGHT: On inspection, okay. Thank you.

VICE CHAIR McARTHUR: Thank you.

CHAIR ENRIGHT: We can go on.

MR. BICKNELL: Good afternoon, Commissioners. Don Bicknell, Gary, Dytrych and Ryan.

Regarding the issues which has been added --

CHAIR ENRIGHT: G.7.

MR. BICKNELL: -- as to Berth 17, as you're aware, we entered into amendment number one to the contract. It had very certain requirements. A couple issues have -- actually, three issues have come up that I tried to get ahold of the attorney today, but was unable to do so, and possibly the representative can

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answer the questions that I intended to ask the lawyer, because I can't talk to them directly, as they have counsel.

The first one is under the amendment, if you recall, we agreed that we would issue joint checks for the November payables, which totaled $370,928.56, which, as I recall, are 16 joint checks. The checks were issued and delivered to LMH, as called for under the contract on our part. They have returned waivers. They were to return waivers for all the 16 claimants within ten days of us -- ten business days of us giving them the checks.

We gave them the checks, they have brought back waivers on 15 of the 16. There's one claimant, which is Trekker Tractor, of 23,301.74. So of the 370,000 and change claimants that we've issued joint checks for, they brought us all the waivers for every one except for 23,000 and change, which check has been returned to us. It wasn't cashed or whatever. They returned it to us, so we're not out the $23,000. But that subcontractor has not agreed to provide the waiver in exchange for that.

So the reason that's important is under amendment one that the Board has approved, once they give us all the waivers -- which we don't have all the

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waivers, we've got all but one and the check back from one claimant -- they're entitled to be paid the balance of their November payment of $171,000 and change. So the Board, that would be a decision that the Board would have to authorize or make.

And there's two other issues in regard to amendment one that, again, I tried to get ahold of the counsel. One is in addition, they were to expeditiously apply for a joint check payment for the paving contractor, E & N, for $41,000, approximately. And the amendment called for them to expeditiously apply for that so we would issue a joint check and we would have the paving guy working.

They have not applied for that, it's my understanding, as of yet. And the paving guy, as I understand it, is not there, and in fact, wrote an e-mail that José received today saying they haven't gotten paid, and until they do, they're not going to be back out there. So that's the second issue under the -- and in fact, in the e-mail it said that they want to get paid because they're going to have to order substantial materials to finish the paving aspect of it.

So that's the second area that they have not -- they're not in full compliance with. One is we

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haven't got all the waivers, which we can insist that they give us all before we pay the $171,000. They were to expeditiously apply for the 41,000 price for the paving person, which they have not done.

And our engineer has requested -- the third area is the schedule that we agreed on in the amendment was to be provided in the same form, in a computer form that the original scheduling was submitted so that our engineer could have it in the computer and see how the schedule was being complied with or not complied with.

So those are questions I have as to why we don't have the waiver from the last person, but that's $23,000 out of the 370. So the vast bulk of the waivers they have gotten, and we have the $23,000.

So the question is they've requested the $171,000. Is the Board comfortable with giving them that when they have that one waiver out? And the other two issues relate to why haven't they applied as expeditiously as called for for the paving contractor's joint check to keep the paving contractor out there, and why aren't they providing us a schedule in the computer form that it was agreed to in the amendment.

That being said, I understand that the Board's overall desire here is to keep this project going as best as possible and keep on track, but those

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are the issues that we have.

CHAIR ENRIGHT: Thank you. Now, didn't you say that LMH cannot respond because --

MR. BICKNELL: No, they can. You can question --

CHAIR ENRIGHT: Okay, I would like to hear, I would like for to hear his comment; then I'll go to the Board.

MR. BICKNELL: Yes, you're welcome to talk to them. I just can't without their counsel.

CHAIR ENRIGHT: If you can come up, sir, and if you can assist in those three areas, and then I'll go to the Board with the rest of it.

MR. CAPASSO: Yes, on the return of check -- we actually returned two checks, Trinity Steel, because we paid for that ahead of time out of our own pocket. Trekker gave their account to a collection agency, who refused to sign the Port lien waiver, the wording in the Port lien waiver. So we had our attorney work with their attorney. We made every effort to do it. They will be owed some money in December, so what we're hoping to do is by returning that check, if you can hold that money, we could give them the full amount in December, and then we could get that lien waiver.

CHAIR ENRIGHT: Okay.

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MR. CAPASSO: But we made every effort to do that.

CHAIR ENRIGHT: Okay.

MR. CAPASSO: And as far as the schedule goes, the schedule you saw on the screen is in the, what's known as a P-6 format. José's asked for it in the electronic files, and we will provide that.

CHAIR ENRIGHT: All right, and the one on the apply for the --

VICE CHAIR McARTHUR: Paving.

CHAIR ENRIGHT: -- the paving --

MR. CAPASSO: Oh, as far as E & N goes, our intention was to make that a smoother process. We're going to pay them out of that $171,000. I told the owner of E & N that as soon as we get paid, we would pay him. We thought it would be more expeditious than waiting more time, so that's our plan. We're going to pay them that way.

CHAIR ENRIGHT: Commissioners, I will start at the end with Commissioner Ciklin.

COMMISSIONER CIKLIN: Okay, Don, to me it doesn't seem like a major problem. I can understand, especially with collection agencies involved. So what do we have to do to just go ahead and keep the ball moving, unless you've got some major problem with this?

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MR. BICKNELL: I don't have a major problem. However, because this has come up here, it's kind of -- it came up right before the meeting, and there's a couple of legal issues that need to be addressed before I would recommend that the Board just approve paying the $171,000.

And I think the way -- if the Board is inclined to go ahead with that payment with these three issues out there that he has addressed, one issue I'd want to confirm with their lawyer, that is amendment one calls for them to do these things, which, technically, they haven't done completely.

I want a confirmation that by doing this, paying the 171, that we're not waiving any other -- you know, it's without prejudice for them to claim, well, we've waived this, you know, we don't have to be timely in any other aspects of this, because parts of this agreement, time is of the essence, and we don't want to waive that. So I want confirmation from their lawyer that this is without prejudice and without a claim of any other waiver of any of the requirements of LMH under the contract.

And the other issue is consent of surety, again, because the surety has approved amendment one, and technically, under amendment one we're supposed to

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have all waivers before we pay this $171,000. I can't imagine that the surety would have any problem with that at all.

So I would say subject to those issues and potentially -- again, this just came up -- as we sit here, I don't see any other legal issue. But assuming legal is comfortable that we've got what we need to do that, that you're okay with those, paying the 171,000, if legal and the Port Director don't -- nothing comes up in the interim, if the surety says we want one other thing and we can get it to them, then we could go ahead and implement this with that concept, I guess, is what I --

CHAIR ENRIGHT: Okay, comments from the --

MR. BICKNELL: -- if the Board's inclined to do that.

CHAIR ENRIGHT: Commissioner McArthur.

VICE CHAIR McARTHUR: And Mr. Bicknell, we're still going to write joint checks on the paving and everything else, right?

MR. BICKNELL: Nothing else would be changed under the amendment. The paving, once they apply for it, it would be joint -- a joint check to E & N.

VICE CHAIR McARTHUR: Okay, so we're not really taking a risk in that way. And could we make a

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motion this afternoon, could you tell us how to make one to authorize the Executive Director --

MR. BICKNELL: Yes.

VICE CHAIR McARTHUR: -- providing those three things are met, to move forward?

MR. BICKNELL: Yes, if the Board is --

MS. WALDRON: Those two caveats.

MR. BICKNELL: If the Board is inclined to do that, I would suggest that the Board consider a motion that authorizes the Port Director to issue the check for the $171,000 that was contemplated under amendment one, assuming that we get the --

COMMISSIONER WALDRON: It's without prejudice and --

MR. BICKNELL: -- confirmation from LMH's counsel that it's without prejudice and without waiving any other of the requirements of the amendment number one, consent of surety to the extent that legal is comfortable with that, and that no other issue arises that would change the picture that we have today.

CHAIR ENRIGHT: Okay, any other questions or comments?

COMMISSIONER RICHARDS: Do you have a card on this item?

CHAIR ENRIGHT: Yes, I do, and I'm going to

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call --

COMMISSIONER RICHARDS: Before you vote --

CHAIR ENRIGHT: We're going to do all of them. That's for Mr. Ward.

COMMISSIONER CIKLIN: Are we taking this up under G.7, or are we going to do it now?

CHAIR ENRIGHT: Oh, we're doing it now; we're doing it now.

COMMISSIONER RICHARDS: I want to make a motion to reorder. I move that we reorder the agenda and consider G.7 at this time.

MS. WALDRON: I second.

CHAIR ENRIGHT: Right. All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries --

MR. BICKNELL: Commissioners, Commissioners --

CHAIR ENRIGHT: -- five/zero.

MR. BICKNELL: I'm sorry, just -- and I said 171. It's going to be 176,000, because what LMH's representative said, they paid the 5,000, and we received the check back. So it will be the 171 plus the 5,000 that they paid the sub directly, that we didn't have to issue -- we got the joint check back

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or -- yes, we got the joint check back.

CHAIR ENRIGHT: Okay.

MR. BICKNELL: So it's the same motion, but without -- the 176 would be the actual number.

CHAIR ENRIGHT: Thank you. Are there any more comments from the Commissioners?

COMMISSIONER RICHARDS: I want to hear from --

CHAIR ENRIGHT: Okay, comments from the public. I have one card, Mr. Ward, on G.7.

MR. BICKNELL: Thank you.

MR. WARD: Gerald Ward, 2135 Broadway.

I came late, unfortunately, by a quarter of an hour for a higher priority project of more import today. And I looked at the agenda and saw G.7 on there, and so I put a card in saying there was absolutely no backup, no written material.

Tuesday night you guys didn't get as far down the road because both sides didn't have enough written backup.

And Mr. Bicknell has raised some of my issues and proposed to you, but he put the burden back on the five of you absolutely that in your discretion, what you want to do.

But I've been doing this for 48 years of

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construction observation and contract administration, and the written word is what produces the results. So sometimes haste makes waste, and I would suggest that you be very careful. Obviously, at the last minute, what's a difference of $5,000? Okay, 5,000 in five minutes, ten minutes. Things like that are really not the way to do business.

CHAIR ENRIGHT: Thank you, Mr. Ward. And I just want to make a comment that the Commissioners up here, they're really concerned about our revenue, and we just -- haste makes waste is not for this group up here, because they work very hard and they look at every dime and nickle. And $5,000, I know with two of my Commissioners would be significant.

Any more discussion? I need to have a motion. I need to have a motion --

VICE CHAIR McARTHUR: Jean --

CHAIR ENRIGHT: I guess we need to go back with Mr. Bicknell.

VICE CHAIR McARTHUR: I'd like to make a motion to direct the Executive Director to proceed with issuing the check with the two requirements that we get consent of surety and that their attorney agrees that it's done without prejudice.

COMMISSIONER WALDRON: I would like to

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suggest we add another one that says that we make sure that there's no other issues on top of that, just in case.

CHAIR ENRIGHT: Okay. Mr. Bicknell, you want to add anything else to the motion?

MR. BICKNELL: Just, yes, that there's no material change in the circumstances before the Executive Director signs off on that check.

VICE CHAIR McARTHUR: Of course.

MR. BICKNELL: And it's $176,000 and change. And I don't want to interrupt the motion --

VICE CHAIR McARTHUR: That's --

MR. BICKNELL: -- but what was just mentioned, the $5,000 is not additional moneys that this Board is paying. It was in the agreement, and the agreement is what we're following. It's just instead of us writing the $5,000 check to the sub, the contractor has already paid the $5,000. So the Board isn't paying anything else, and it's not rushed or just 5,000 doesn't mean anything. It's we're following the agreement.

COMMISSIONER CIKLIN: Second.

CHAIR ENRIGHT: All in favor? Any more -- go on. Discussion.

COMMISSIONER RICHARDS: No, I'll vote first.

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Go ahead.

COMMISSIONER CIKLIN: Okay, go ahead.

CHAIR ENRIGHT: Second? Who seconded?

COMMISSIONER CIKLIN: I did.

CHAIR ENRIGHT: Commissioner Ciklin.

For the motion, for the vote, all in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero. Thank you.

COMMISSIONER RICHARDS: Quick comment.

CHAIR ENRIGHT: Comments.

COMMISSIONER RICHARDS: Mr. Bicknell, as always, I know you're very thorough and you'll be thorough on this as well. Let's do it with expediency as well. So let's -- they want their money, they want to pay their subs, they want to keep them moving, so let's be thorough in a quick fashion, please.

MR. BICKNELL: Yes. And we understand that's the direction of the Board.

COMMISSIONER RICHARDS: Thank you.

CHAIR ENRIGHT: And thank you, sir, from LMH, thank you very much.

Mr. José.

MR. SOLER: Okay, continuing on, better news.

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Another project taking place at the Port is the rail improvement project, what we call the curve. The contractor, which is González & Sons, already completed the replacement of the old tracks to new tracks on the spur number one. They have performed the same work on spur number two, and they're working on the changing of one turnout on spur number two. That's the only item that is left to be completed. The Port is already using both of the spurs through our rail operations on a daily basis. So the project is almost 90 percent completed. They should be completed by the end of this month.

So there's some photos. This is the connection between the Port rail and the FEC rails by the Port. One only item that is left is we are waiting on the final approval of the electrical certification of the subcontractor from the City of Rivera Beach so the signaling at the crossing between the rail and the Avenue E can be connected by FP&L. So we hope that that also happens by the end of this month so the project can be completed by the end of June.

Other great news by the -- as you might remember, we requested an emergency dredge from the -- to the Army Corps of Engineers. We have shoaling in the channel entrance of the harbor. The Army Corps of

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Engineers released an award of contract to Cashman Dredging for $580,000.

The contractor is mobilizing to the Port this Sunday. They will start right away, the same night, and the dredging will take place between Sunday and Monday, so the shoaling will be removed by the end of the day.

On Tuesday the Army will do a survey of the area to make sure that the material that is going to be removed is completely out of the way. They're expecting the estimated volume is 16,000 yards. Hopefully this is completed and the weather permits it to happen this weekend.

CHAIR ENRIGHT: Thank you. Hold on. Commissioner Ciklin has a question.

COMMISSIONER CIKLIN: Yes. One thing that I'm always concerned on dredging, I mean this one is only going to take one day, so --

MR. SOLER: Two days.

COMMISSIONER CIKLIN: -- in the past the dredgers have come in and leave. And they don't do any soundings, and then we find out that it's not done. So what is our game plan to make sure in 24 hours they're going to get all this 16,000 cubic yards of sand?

MR. SOLER: We had the same concern, so I

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contacted the Army today, and they have scheduled a survey to happen on Tuesday. The dredge is going to be here the next day, so they're going to do a dredge -- I mean they're going to do a survey and --

COMMISSIONER CIKLIN: They'll still be here, in other words?

MR. SOLER: Yes.

COMMISSIONER CIKLIN: Good.

MR. SOLER: So they're going to confirm the next day that the work has been completed.

COMMISSIONER CIKLIN: Right. Because once they leave, they're not coming back.

MR. SOLER: Thank you.

CHAIR ENRIGHT: Thank you very much. Excellent job; good job; well done.

Now let's go back. Let's go to our public -- wait a minute, hold on -- our Government Affairs Report. Mr. Pinsky.

MR. PINSKY: Chairman, Commissioners. Richard Pinsky.

And you have the report in your book. I do want to make a couple of comments about a new old project that came up under the capital projects. You may note that -- I'm not sure if everyone was aware that the Port of Fort Pierce has gone out for an RFP

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for port management. The responses, I think, were due today. They're looking for less intense uses, but they are looking to actually start expanded port operations.

I do want to make some comments, but first, I would like to take this opportunity to introduce to you Rebecca De La Rosa, who is the Governmental Affairs Director for Palm Beach County.

And Rebecca, you may want to come up here and just say hello and a few words.

And Rebecca has been in Tallahassee both for state government, private sector, local governments. And as you know, Todd Bonlarron at the County is now a Deputy County Administrator, and Rebecca De La Rosa, I don't want to say is the new Todd Bonlarron, but Rebecca knows her -- well aware of all the things of Tallahassee and how to get things done. Very fortunate to have her on behalf of Palm Beach County.

So Rebecca, for the Commission, you may want to say hello.

MS. DE LA ROSA: Thank you, Chair, Vice Chair, Board members, as well as staff and attendees. Thank you so much.

Rebecca De La Rosa, as Legislative Affairs Director for Palm Beach County, certainly welcomes any questions, any support that I can provide from my

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perspective.

And my boss, Peyton up there, we certainly extend --

MR. PINSKY: That's scary.

MS. DE LA ROSA: -- certainly extend our continued support for the Port.

In addition to that, I would be remiss if I did not mention the great work of Jennifer Connors. When we are in the midst of a hurricane, she is my partner. We sit next to each other as liaisons in the EOC until the hurricane is over.

So thanks to Richard Pinsky, the Executive Director, as well as Jennifer, we have a great working relationship. So thank you again, and if I can ever be of assistance, I'm happy to help.

In addition, I do want to make one other mention, that not only Legislative Affairs, but also grants fall within Legislative Affairs for the County, so we are continuing to ramp up our grant process. We have 30 grant writers within the County, and we'll continue to work closely with all of our departments and determine how we can best assist our neighbors.

CHAIR ENRIGHT: Thank you for joining us, and we will take you up on the grant writers and all the offers. So you'll be hearing from us, right? Yes.

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Thank you.

MS. DE LA ROSA: Most of all, thank you, Richard Pinsky. And you have an amazing representation in Tallahassee. We've worked together for years, so, and thank you. Thank you, Richard.

MR. PINSKY: Absolutely.

CHAIR ENRIGHT: Thank you.

MR. PINSKY: And Ken Hern is going to want to know all about those grant writers, I'm sure.

And so just a couple comments. On the rail, you know, last week we spent a couple hours going over the capital projects with your team. In this monthly report, of course, was the, sort of the closing out of the Governor Scott's Economic Job Growth Fund, which was $85 million. July 1 the new fund, as I have in the report, kicks in, so there's a new $85 million.

Twenty-five percent of that goes to projects like rail projects that we are contemplating to finish at the Port of Palm Beach. But in addition to that -- and some of these moneys, as Carl pointed out, came from the SIS fund. FDOT has a separate rail fund. So we're going to be exploring the possibility of accessing the rail fund pot of money that FDOT has as well.

I did not speak at Tuesday's meeting. I

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enjoyed watching the joint Commission workshop. I offer my services to the Port of Palm Beach.

As many of you know, I was involved in the original acquisition of the land with House Bill 777 in 2011, which was a lot of the genesis of how we ended up with that piece of property that's in question. Happy to talk to any Commissioners in Riviera Beach.

Also, I worked with the Port and Riviera Beach when we drafted the first Interlocal Agreement, which I think at that time was Chairman Richards, so I'm pretty familiar with the genesis of a lot of the stuff. And so not looking for more work to do, but I have made myself available to Manny, and I'll say the same thing directly to you, Commissioners. So thank you very much.

CHAIR ENRIGHT: Thank you.

COMMISSIONER CIKLIN: Question.

CHAIR ENRIGHT: Yes.

COMMISSIONER CIKLIN: Richard, I think, as one Commissioner, I think it's important and we should be using you on the -- with the City, because I think after Tuesday's meeting, I'm a little bit more confused than ever. So I think maybe if you could work with our staff and maybe set something up, just to see where we are and whether or not this Interlocal would be

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worthwhile to pursue. I still think times have changed and it's not as important, and maybe something of an understanding we could have with them.

But I think I'd feel comfortable if you got involved with our staff and maybe set up some meetings, and then it could come back to us. It might be, you know, months away, but I think that would be prudent on our part.

MR. PINSKY: Happy to do so.

CHAIR ENRIGHT: I understand that, but I think that we just need to just let Mr. Almira set everything up at first to make sure that they agree to what the staff and what we want up here. So if we can just continue to let Mr. Almira, and then he can work with our liaison, Peyton, and then they can call you in if, you know, if they need to. But I think the City needs to also be comfortable with you coming in, assisting. But I think we need to go through Mr. Almira first, and then --

MR. PINSKY: Absolutely. And Director Almira knows that, and we spent some time on the phone yesterday.

CHAIR ENRIGHT: Right.

MR. PINSKY: He's never shy about calling me on the phone. I will say that.

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CHAIR ENRIGHT: And we can -- thank you very much.

Let's go forward to Commission Reports from our Commissioners. First we'll start with Commissioner Waldron. Do you have anything to --

COMMISSIONER WALDRON: Just two things. Pertaining to Tuesday's meeting, one of the action items that I took away was to work with Commissioner -- Councilwoman Hubbard about her east/west connection concerns.

So I reached out to the TPA Director, Nick Uhren, and he's contacting Lynne, Councilwoman Hubbard directly to set up a meeting, since he gently reminded me that I couldn't be in that meeting since it's an issue that might come up in front of the TPA. So they're going to work -- they're going to have a meeting, and he's going to let me know how it goes.

The second thing is on the Commerce Park. There was a South Bay Commission meeting to discuss the contract between Florida Crystals and South Bay, which is kind of once that contract gets done, things can start moving forward.

The issue that Florida Crystals has is on the timeframe they're given to create a -- you know, put something in there. And they had five years, and their

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concern is that with FEMA and the Corps of Engineers, they won't be able to meet that timeline. The Commission meeting did not resolve that issue, so there's another meeting coming up. So it's kind of jammed up at that part right now. And I've reached out to the -- some of the mayors out there to see if they can kind of help push that along.

CHAIR ENRIGHT: Thank you.

Mr. McArthur, do you have anything from the City?

VICE CHAIR McARTHUR: No.

CHAIR ENRIGHT: Mr. Almira, continue, please. Thank you.

EXECUTIVE DIRECTOR ALMIRA: Sure. I'm on G.1, Commissioners. This is an update on Peanut Island, and I can honestly say that I'm happy that the vacationeer is back. This is Eric Call. He's finally back home.

We have decided and have scheduled a first steering committee meeting for next Friday. Not this Friday, but the following Friday. He is in the process of coordinating with the other steering committee members, and just as a reminder, Karen Marcus is our Chairperson for that committee.

Also, Commissioners, we're still working with

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Beale & Company so that the appropriate equipment from Nozzle Nolen can be transported to Peanut Island and the house can be, finally can be -- what would be the word? Tented, correct. So stay tuned. I'm hoping that by next month we'll have much more accurate and much more updated information on this subject.

Any questions?

CHAIR ENRIGHT: Commissioner.

VICE CHAIR McARTHUR: I just wanted to compliment you on the composition of the steering committee. I thought it was very well balanced and will meet everyone's needs. And don't forget that Ms. De La Rosa volunteered our grant writer, and I know they have one in Parks and Rec. And I harass Eric Call every time I see him, so I'm looking forward to more progress.

EXECUTIVE DIRECTOR ALMIRA: Sure.

VICE CHAIR McARTHUR: But thank you. I think the steering committee is excellent.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

CHAIR ENRIGHT: Commissioner Waldron.

COMMISSIONER WALDRON: Was there, on the committee, was there a reason that we didn't want to -- and maybe you already thought about this, but include just a member of the public in the meeting? I mean I

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don't want to cause problems, but --

EXECUTIVE DIRECTOR ALMIRA: No, no, not at all. I tell you what led to the steering committee, just as a gentle reminder. The last meeting we had here, it was just overwhelming. We just had absolutely too many people and too many different interests.

COMMISSIONER WALDRON: No, I agree it should be small, I just, you know --

EXECUTIVE DIRECTOR ALMIRA: Yes. So we decided to narrow it down. I don't recall if there's someone from the public, but if there isn't, I think we should, and I'll come back to you during the week.

MS. WALDRON: Okay.

CHAIR ENRIGHT: Any other comments? Thank you very much. I'm going to go to that. I will not forget Mr. Ward. We're on G.1 now.

MR. WARD: Good afternoon again. Gerald Ward, 2135 Broadway.

I handed out at the joint meeting of the City Council of Rivera Beach and this Governing Board Tuesday night a copy of this backup, one sheet, and had discussed it with at least the Florida Inland Navigation District, who had not been advised they were being appointed.

But I seriously think that you, with the

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federal 80 million plus project appropriation or authorization have to have input about the material management disposal area, the spoil area, and also future Port uses. This has long been planned for some part of the commerce and industry part of this Port.

It is important that the task committee, as it's characterized, have representations from the four municipalities who are adjacent, Town of Palm Beach Shores, Town of Palm Beach, City of West Palm Beach and Rivera Beach City. So that's one element. I think the tenants are also equal.

Now, obviously, as the Executive Director of the Inland Navigation District said, there was some massive number of people here at the last, the second of two meetings. You can't have a big crowd, particularly without documentation to point to and get them focused on particular issues. So I do think that the addition of maybe three or more representatives would add to that.

And second, everybody needs an alternate. If you only had four people there, half the meetings in the summer will never get off. So everybody needs to always put an alternate in their membership. Thank you.

CHAIR ENRIGHT: Thank you, Mr. Ward.

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Mr. Almira, next, G.2, request to award construction related contracts.

EXECUTIVE DIRECTOR ALMIRA: Sure. That will be José, the engineer.

CHAIR ENRIGHT: Thank you.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

MR. SOLER: Good afternoon, Commissioners.

The next item is G-2, request to award construction related contracts to the MOB demolition and improvement project.

First, I've held two pre-bid conference meetings related to the MOB project. Of the present, seven contractors were actually capable of doing the work by having a certified general or building contract. The bids were due on June 1st. Two contractors out of the seven provided proposals to the Port, West Construction and Russo Site Development. Port's review committee have already qualified both companies, and we tabulated the bid proposals with the following results.

West Construction, total bid amount was $3,232,808. Russo Site, $3,286,600.45. The difference in $3.2 million was only $53,000, so we're confident that the contractors were similar in terms of the -- of their estimates.

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In terms of the budget for the Port for this bid, we had a budget of $4,340,000. Adding up additional costs related to the project, which includes, other works than the construction contractor bid amount, we have existing utility relocations where we're going to be paying directly, as the owner, to third party companies like FP&L, Comcast, Crown Castle and a network, which is relocation of fibernet.

We also have construction engineering services, for which we have already incurred through the design and permitting services and the bidding support services. We also have a quote for additional costs related to construction engineering services through construction by CH2M Hill, the original design contractor, for $421,000. All the amounts presented here are the actual cost for the project, including the contractor bid amount of $3.2 million. We're still under budget by $84,000.

So the Port staff is requesting the Board to approve two items here. First of all, to approve West Construction to be awarded the construction contract for the project for $3,232,808, and also to approve CH2M Hill, which was the original designer of the project. It was the firm that submitted and received all the permit process. We want them to continue to be

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the construction engineering services through construction. So we're requesting for the Board to approve both contracts, to a total financial impact to the Port of $3,654,000.

CHAIR ENRIGHT: Commissioner Richards has a question.

COMMISSIONER RICHARDS: I'm confused. Is West Construction present?

MR. SOLER: Yes. I believe we have here --

MR. WEST: Matthew.

MR. SOLER: -- Matthew West, Vice President of West Construction.

COMMISSIONER RICHARDS: Mr. West, good afternoon. Wayne Richards. How are you?

MR. WEST: Good, Commissioner.

COMMISSIONER RICHARDS: Good. Would you -- I spoke to staff, and they indicated they believe your company is capable of doing the work. What can you tell me about the local companies that you will utilize as part of this project?

MR. WEST: One of the firms that we're using is an SBE/DBE firm. They're the ones doing the utility work. They're about 14 percent of the contract value.

COMMISSIONER RICHARDS: And which firm is this?

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MR. WEST: Falcon Contracting.
COMMISSIONER RICHARDS: And it's a small business?
MR. WEST: It's an SBE, certified Palm Beach County Small Business, and they're also state certified DBE.
COMMISSIONER RICHARDS: And where are they located?
MR. WEST: They're located in Palm Beach County. I'm not sure what municipality or if they're in the County pocket.
COMMISSIONER RICHARDS: Have you used them before?
MR. WEST: Yes.
COMMISSIONER RICHARDS: You have a relationship with them?
MR. WEST: Yes.
COMMISSIONER RICHARDS: But you don't know where they're located?
MR. WEST: I don't recall their address.
COMMISSIONER RICHARDS: All right. And they're a small and disadvantaged business?
MR. WEST: Correct.
COMMISSIONER RICHARDS: Are they here with you, by chance?

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MR. WEST: No.
COMMISSIONER RICHARDS: I'm just curious. All right, that's it for now. I may come back. Thank you.
MR. WEST: Okay.
CHAIR ENRIGHT: I have a question, Mr. West. Do you have any minority businesses as subcontractors you're going to be using in the shop?
MR. WEST: A list of subs?
CHAIR ENRIGHT: Minority contractors.
MR. WEST: I didn't get that.
CHAIR ENRIGHT: Minority subs.
COMMISSIONER RICHARDS: Minority.
MR. WEST: Oh, I'm sorry.
CHAIR ENRIGHT: Minority subs. Do you have any?
MR. WEST: Yes. So Falcon is a minority contractor.
CHAIR ENRIGHT: Okay.
MR. WEST: Let me just -- give me a minute here and I'll -- I know Siboney is not considered minority because they're a larger trucking firm, but they're going to be doing our trucking and hauling, Siboney. And then the other two firms are not minority, the electrical and the paving.

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CHAIR ENRIGHT: So you have one subcontractor, Falcon, you said is minority, right?

MR. WEST: That's correct.

COMMISSIONER RICHARDS: What's the amount of that work?

MR. WEST: $455,745.

CHAIR ENRIGHT: And they're located locally here in West Palm Beach?

MR. WEST: They're in West Palm Beach, yes. It's 4225 Chukker Drive, West Palm Beach, Florida, is where their address is.

COMMISSIONER CIKLIN: I have a question.

CHAIR ENRIGHT: Thank you.

Commissioner Ciklin.

COMMISSIONER CIKLIN: Yes, could you tell me, have you done similar projects -- that's where I'm mostly concerned on -- like this, you know, in the last few years and --

MR. WEST: Yes, we've done -- we do large projects for -- we do up to $60 million projects. We're bondable in excess of $200 million aggregate. We work throughout Florida, the Caribbean, West Africa. We have about 300 employees locally in Florida. We actually, years ago, did the Southgate cargo expansion for the Port, so we've been doing this work for a long

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time. We've been in business 50 years here in Palm Beach County.

COMMISSIONER CIKLIN: So we can feel comfortable you'll be coming in on time and on budget?

MR. WEST: Absolutely.

COMMISSIONER CIKLIN: Great. Thank you.

CHAIR ENRIGHT: Thank you. One other question.

COMMISSIONER RICHARDS: Well, one or more.

I understand when you have a business of this size, people like to sue. But you have a -- your company is involved and has been involved in many lawsuits. What can you tell us about that?

MR. WEST: We have had some lawsuits in the past. You know, I think that the majority of the lawsuits that are listed are close to five years old or older. Occasionally in this business you get into a dispute with a subcontractor who's nonperforming. You have to take action. They don't necessarily agree with the action, they sue you, and then you have to resolve the claim. That's the majority of what the litigation we've been involved in has been.

COMMISSIONER RICHARDS: So prime versus sub, not the owner versus West?

MR. WEST: There's been very few where the

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owner -- in the thousands of projects we've done, I think there's been three instances where we've had to take adverse -- you know, file a complaint against a client.

COMMISSIONER RICHARDS: Okay, thanks. Now, you mentioned most of the suits are five years and previous. Are you suggesting there's been a change in your company in the last five years that brought about the change? Why do you mention the five years?

MR. WEST: No, I think that it really was a function of a lot of these claims that were made were made during the last recession period where subcontractors got in trouble and they were not able to finish and we had to come in and supplement. We had a couple projects where that occurred during the, you know, economic distressful period of time, and you know, we have not seen that same pressure on subcontractors since the economy has gotten better.

COMMISSIONER RICHARDS: All right. You know, I started my questions about your local contracting. That's very important to me and it's very important to many of us. Did you take efforts, and if so, what efforts did you take, what steps did you take, if any, to find local minority based contractors?

MR. WEST: So our estimating department uses

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multiple avenues for solicitation. We use the SBE certified vendor list, we use the DBE list. We also utilize a blue book, iSquareFoot, many other solicitation services to put out there and advertise for subcontractor pricing.

COMMISSIONER RICHARDS: Did you answer my question? I don't know if you did. Did you take actual steps to look for local minority contractors? I don't mean just what you do every day. I mean we're located in an area with a high minority population, probably majority minority, and this Board is comprised of -- the whole area, we have many minorities here. So the question is: Did you take affirmative, did you take actual steps? And you may not have. I just want to know. Did you take actual steps to try to find local minority companies?

MR. WEST: By utilizing the certified vendors list that are SBE and DBE vendors that have gone through a process of --

COMMISSIONER RICHARDS: So you sent something out to everybody on that list?

MR. WEST: We sent something out to the people on the list that had scope of work related to this project. Not everybody on the list --

COMMISSIONER RICHARDS: Understand.

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MR. WEST: -- is applicable to this contract.

COMMISSIONER RICHARDS: So you did send out actual letters or communiques --

MR. WEST: Invitations to bid.

COMMISSIONER RICHARDS: Okay. All right, thank you.

CHAIR ENRIGHT: Any other Board questions?

I have another question. You mentioned litigations. How many are still open? Just I know you might be in court or whatever, but how many are still open that you have not solved?

MR. WEST: There might be one or two pending.

CHAIR ENRIGHT: One or two?

MR. WEST: Yes.

CHAIR ENRIGHT: And you can just share with us, if it's -- is it over a million, or what's the price range of the one or two that are out there? Just give me some kind of idea. I just want to know.

MR. WEST: I think the only -- we probably included it in here. Let me see. We have just one, which is with a company, Construction Contract Services, Inc. It's related to labor services they provided on a cancer treatment facility we're building in Tampa, and they provided labor. And they've overcharged us on the hourly rate, and so we're in

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dispute on resolving that.

CHAIR ENRIGHT: That's the only one?

MR. WEST: Yes, it's actually two with the same.

CHAIR ENRIGHT: Right, same situation.

MR. WEST: Yes.

CHAIR ENRIGHT: Okay.

COMMISSIONER RICHARDS: I do have one more. Sorry. Well, I'm not sorry.

CHAIR ENRIGHT: No, just say how many we need to ask all your questions.

COMMISSIONER RICHARDS: So Mr. Picken, I spoke to Manny about these contracts, these bids, and it was suggested $50,000 on a $3.2 million project is like one and a half percent. And my question to Mr. Almira was having just gone -- having currently being involved in a major construction project with ongoing litigation, it raises our concerns.

So my question is 3.23 versus 3.38, are we always bound to the 3.2 if staff determines that both are responsive, or is that back on our shoulders? Please explain that.

MR. PICKEN: It's Statute 255 refers to first, if they're qualified, then it's low bidder. And that's kind of the end of the discussion.

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COMMISSIONER RICHARDS: But this Board determines if they're qualified?

MR. PICKEN: Well --

VICE CHAIR McARTHUR: No.

COMMISSIONER RICHARDS: Is somebody up here answering? Sorry, I was talking to the lawyer.

MR. PICKEN: I don't know --

CHAIR ENRIGHT: Mr. --

MR. PICKEN: I don't know that you would be able to determine that they were unqualified. They've done a lot of this kind of work. They've been in business a long time.

COMMISSIONER RICHARDS: So when is that -- I'm just curious. When is that determination made that a company is qualified? Is it before they get here, because they've done many projects, or is it because -- and I'm -- just generally speaking, when is that made, that determination?

MR. PICKEN: I can't give you a definition from the cases. But I did review, in connection with this particular matter because of the litigation, I did take a look at -- made sure I was familiar with the statutes, read the cases that dealt with qualification, and although there is not a bright line test of what is qualified, I think it would be difficult to say that

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West was unqualified.

COMMISSIONER RICHARDS: I'm not talking about West.

MR. PICKEN: Okay.

COMMISSIONER RICHARDS: We have ongoing litigation --

MR. PICKEN: The initial evaluation was made by staff, and I think they opened with saying that they determined that both of the firms were qualified.

COMMISSIONER RICHARDS: So going forward, if staff makes the determination that both -- that numerous entities are qualified, I'm not trying to put you in a box, but -- so I apologize. But if staff determines they're qualified, it comes to us, it's automatic that they're qualified. And the reason I ask --

MR. PICKEN: Well --

COMMISSIONER RICHARDS: -- if we could go back in time, we may or may not want to do something differently on some other project.

MR. PICKEN: You can't -- I'm not sure if I understood that last part, but it has to -- but I mean the statute says qualified, responsive and low. And once, if the bid is responsive and if they are qualified, you have to go with the low bidder. So you

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can't -- the Port can't say, well, we want to do it differently next time. Now, you could decide that they were not qualified --

COMMISSIONER RICHARDS: Even after staff has typed up they're qualified?

MR. PICKEN: Well, that would make it harder. But ultimately, a court would be the one deciding whether -- or if there was a challenge, it would be a court deciding whether or not they were qualified.

COMMISSIONER RICHARDS: A year or two ago --

MR. PICKEN: And it's not most qualified.

COMMISSIONER RICHARDS: No, I understand.

MR. PICKEN: There's specifically cases on that. It's not most qualified or more qualified, it's qualified.

COMMISSIONER RICHARDS: A year or two ago I wouldn't have this conversation. It's just that we're actively involved in a suit, and I wanted to understand what our rights are. I know what our responsibilities are, but what are our rights. So I'm not -- I'll say thank you. I'm not sure --

COMMISSIONER WALDRON: So there is some flexibility though?

MR. PICKEN: Well, the only flexibility would make the determination that West was not qualified, and

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I think you would be defending that in court.

CHAIR ENRIGHT: Mr. McArthur.

VICE CHAIR McARTHUR: Yes, thank you, Chairwoman.

In our backup under current situation, it says: Of the two companies that responded to the request for proposal, both companies were deemed to be qualified by the Port review committee. So I assume staff actually did that.

But I wanted to follow up something that Commissioner Richards said earlier. Everyone should know the Port of Palm Beach is kind of a unique entity. We're in the City of Riviera Beach, a minority community with a large unemployment problem. The questions you had from Commissioner Richards will be repeated to every vendor that comes before us, because that's an ongoing concern to the Commissioners on the Port of Palm Beach.

We have a responsibility to the community in which we reside to do as much as we can to assist. And I just wanted to point out that that's not aimed at you or anyone else. That's going to be a recurring thing at anybody that comes before the Port of Palm Beach. Thank you.

COMMISSIONER RICHARDS: But Peyton, we're on

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the same page, but it's all lip service. And I just don't know at what point --

VICE CHAIR McARTHUR: Right.

COMMISSIONER RICHARDS: -- we can help make a change such that we see a result. So your words are strong, they're valid, they're appreciated. There needs to be something that brings about a changed result.

CHAIR ENRIGHT: Go on, Commissioner Waldron.

COMMISSIONER WALDRON: When you talk about the qualifications, is their local presence included in that?

MR. PICKEN: I'm sorry?

MS. WALDRON: Do you include local presence in that, like they're headquartered here, they have, you know --

MR. PICKEN: In terms of --

MS. WALDRON: Just in terms of general qualifications, I mean --

MR. PICKEN: Determination of whether they're qualified? No, that -- it's just whether they can do the work or not, whether they're qualified to do the work.

COMMISSIONER WALDRON: Well, that's unfortunate.

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CHAIR ENRIGHT: I have a question for you, Mr. West. You mentioned this Falcon company, and you said -- you gave me their address, and you have -- you worked with them before. I guess my real question is: Is it a minority firm? It consists of -- the firm is owned by a female or a Hispanic or black or --

MR. WEST: Hispanic male.

CHAIR ENRIGHT: Hispanic male. Okay, and my other question is: What percentage of the whole job this minority participant will be receiving?

MR. WEST: 14.1 percent.

CHAIR ENRIGHT: Okay. Any other questions, Commissioners?

COMMISSIONER CIKLIN: Let's call the question.

CHAIR ENRIGHT: Call the question. All in favor? Oh, I'm sorry. Mr. Ward there in front of you, and I couldn't see you. I'm sorry. Go on.

COMMISSIONER CIKLIN: We can still vote. We can talk after.

COMMISSIONER RICHARDS: Well, no --

MR. WARD: Good afternoon again.

CHAIR ENRIGHT: Let's let him speak, and then we'll vote afterwards. I think that's the appropriate way to do it, so if we have a change of heart --

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MR. WARD: Good afternoon. Gerald Ward --

CHAIR ENRIGHT: -- thank you.

MR. WARD: -- 2135 Broadway.

This item is another in a long series of items where after I got here, I heard Riviera Beach was presented a permit application and we don't have anything so far. It is imperative, if you go back in the testimony -- and I thought it was appropriate that you had the LM Heavy Construction Company in on the 2nd of May, and page seven, line six and seven of that testimony, which also delayed the issuance of the City of Riviera Beach permit.

Everybody tends to point, Tuesday night, Rivera Beach is the problem. The purpose of the Interlocal Agreement is to solve those problems. And if you go back in history for the decade closing in the turn of the century and the first decade of this century, the Port did some major projects without a whole lot of overruns, time overruns, and got things done. So having good relations with the City is important.

In this case, the impetus for this project is the Tropical negotiations of the first half, at least, of 2017, consummated somewhere circa June. And in that was a schedule which said we're not going to give the

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City the permit application till this month. And there are numerous things about this project that relate to a four story building, parking and issues that need to be addressed, and Rivera Beach may very well still be a problem. So you need to be sure that it doesn't become a problem.

The parking you have addressed with a February 2014 study, not that it's called parking, but Intermodal Cargo Transfer Passenger Service Study doesn't really deal in parking. It's a bad name for the report.

But I hope that you, in processing this contract, are assuring that we don't have the same allegation that came up on the 2nd of May, that Rivera Beach is another problem because of its system, at which you have long agreed to.

CHAIR ENRIGHT: Commissioner Richards.

COMMISSIONER RICHARDS: No.

CHAIR ENRIGHT: You have a --

COMMISSIONER CIKLIN: Call the question.

CHAIR ENRIGHT: Call the question --

MS. WALDRON: Did somebody make a motion?

CHAIR ENRIGHT: -- I need a motion; we need a motion.

VICE CHAIR McARTHUR: Commissioner --

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CHAIR ENRIGHT: No, we don't. We need a motion.

VICE CHAIR McARTHUR: Like to make a motion that, let's see, that we authorize the Executive Director to enter into a construction contract with West Construction, Inc. for $3,232,808, and a work order with CH2M Hill for construction engineering services in the amount of $421,680 for the MOB project.

COMMISSIONER CIKLIN: Second.

CHAIR ENRIGHT: All in favor of the motion, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five -- did you say aye, Mr. Richards?

COMMISSIONER RICHARDS: I did not, but it's five/0.

CHAIR ENRIGHT: Five/0. Thank you.

I just want to say something, Mr. West. Thank you for coming. And we've had a little reservation because of past experiences. So it has nothing to reflect on you and your company. And I would just like to say welcome to the Port of Palm Beach, and we'll look forward to doing good business with you, okay? Thank you.

MR. WEST: Thank you very much.

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CHAIR ENRIGHT: Thank you for coming.

G.4, Mr. --

EXECUTIVE DIRECTOR ALMIRA: G.3.

CHAIR ENRIGHT: G.3, Mr. Zielinski. Budget reforecast. At least we're going to hear something good.

MR. ZIELINSKI: Good afternoon.

At the September 2017 Board meeting, the Board of Commissioners adopted the 2018 operating budget, the renewal and replacement budget and the capital improvement budget. Since that time, there have been several material events that have impacted the 2018 operation.

The reforecast that I'm going to be presenting reflects net income before capital contributions of $1.9 million. This is compared to the original budget amount of 2.6 million. This is a net increase of about $800,000.

Operating revenue. The reforecast is 18,446,000. That would be a $145,000 increase. Operating expenses are at $9,460,000. That's a $155,000 increase. Depreciation and amortization has been reduced by 365, and non-operating expense shows unfavorability of 1,125,000, and that explains the $770,000 decline in our net income.

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The first thing I'd like to talk about is the effect of the cruise moratorium. Passenger fees in that period were budgeted at 1,590,000. That was approximately 100,000 passengers were supposed to cross the Port.

The marketing contribution, they were in their third tier, which is the last part of their agreement year, which is the highest marketing contribution, and we would have paid out 1,485,000. So actually, because of where it was in the first year of the agreement, we lost $105,000 in revenue. We did lose 13,000 cars, which cost us $290,000. And if you remember, we negotiated a moratorium fee for the three months of 105,000 each month, so we collected 315,000. Overall, we lost revenue of about $80,000 by their not being here.

However, there was security savings of 125, reduced contract services were needed, and reduced maintenance costs, basically overtime and janitorial. So the absolute net effect of the moratorium for all intents and purposes was a breakeven. We actually made $85,000.

On the rest of the variances, with the approval of the MOB coming down, there's a write-off of $988,000. That building had an original cost of

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4.3 million. Unfortunately, it's got 20 years left on the life. We need to write off the $988,000.

Also, this budget reforecast is extremely conservative. There's included in there a write-off of the computer systems we have for $227,000. That will not occur. We are working diligently to see if we can turn the system back on. It had some issues. Mr. Hern's addressing those. We're very confident that we're going to be able to turn that system back on and that will not happen, but I wanted to present worst case in case we can't.

Depreciation. On the positive side of Berth 17, if you can find one, is the fact that we did not have to start depreciating it since it's not being used, so this year's budget at $365,000 of depreciation for Berth 17, which will be delayed until next year.

We did pick up $175,000 worth of rental income. The cruise line rented was 45,000. There was a hay distributor brought into South Gate that brought in 60,000, Johnson Brothers extended their lease here at 30,000, and Tropical rented additional space in the building for 40,000.

The renewal and expense, renewal and replacement expense went up significantly, about 250,000 in the cruise terminal where the escalators

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needed to be completely refurbished, the elevators need to be refurbished, and there were repairs and painting done in the terminal building. Again, all of this is anticipation of the cruise terminal being used each and every day.

Legal costs. We've increased the budget by about 60,000. Berth 17.

We've had additional interest income in the reforecast of about $90,000. That's in anticipation of the Board approving the item after this. So all other changes up and down are about 40,000.

So right now we're looking at a $770,000 reduction. These are all non-cash items. If we are able to find a way around the CommandBridge System's problem, which I'm sure we will, that will be roughly about a $500,000 decline, so we'll still get a $2.1 million reforecast.

Are there any questions?

CHAIR ENRIGHT: Commissioner Ciklin.

COMMISSIONER CIKLIN: So the majority of this problem is in the CommandBridge System?

MR. ZIELINSKI: No. The majority of the problem is basically the Marine Office Building. If you remember when we were presented the MOB project, I had mentioned at that time it had about a million one

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book value that would have had to have been written off. The Board just approved a contract to demolish the building. The building is now obsolete. I need to write it off. So it's a non-cash item, but the bottom line will show that we're writing off the MOB. I did not put it in the original budget. It would have been presumptuous.

COMMISSIONER RICHARDS: I wasn't going to ask you. I'll give you a pass on that. Yes, give you a pass.

MR. ZIELINSKI: If I would have put it in the original budget, again, at that point we were still evaluating where the bids would come in. Based upon where the bids came in and the contract we wrote with Tropical and your expectations, the project came well within the ability to demolish the building.

CHAIR ENRIGHT: Any other comments?

COMMISSIONER RICHARDS: Move approval of the reforecast.

VICE CHAIR McARTHUR: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

Mr. Paul, you're doing an outstanding job.

MR. ZIELINSKI: Thank you very much. Thank

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you.

Item G.4 has to do with banking services. Wells Fargo has been providing the Port of Palm Beach with banking services for over a decade. They provide all of our cash needs, with one exception, a bond sinking fund up in the Bank of New York that has been there since the bonds were issued.

On September 21st, 2018 the Commissioners authorized staff go into a trial period with Wells Fargo. We wanted to get them to enhance their support, increase their service, and if we were successful, enter into contract negotiations.

COMMISSIONER CIKLIN: Did you say '18 or '17?

MR. ZIELINSKI: I said '18; I meant '17. My apologies.

COMMISSIONER CIKLIN: Thank you.

MR. ZIELINSKI: My apologies.

I am pleased to say Wells Fargo greatly improved both their customer service and their accessibility. We now have immediate access to them, we now have quarterly -- monthly meetings, monthly phone meetings, quarterly on-site meetings. As a matter of fact, Mr. Kevin Hopkins, who is a Senior Vice President, came in from Philadelphia the last time, sat down with us, showed us everything they're doing. I've

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provided you some information in there about what their services are offered.

And Wells Fargo, considering our controls that we put in place, the team interaction we now have and the internal procedures, uses us a benchmark by which they market to and evaluate other customers.

Because the service improved so significantly, we entered into negotiations for fees. They are proposing a fee structure which would increase our interest earnings substantially. In essence, what it does is we determine how much liquidity we need to meet a month's worth of operating expenses, they sweep the balance out, put it into money markets, which now fluctuate and are moving up. There's complete liquidity.

A question I asked is: If I need the money, how quickly can I get to it? They said: A phone call. I said: If I need it now, is there a penalty? There's no penalty to move it. Can I change the amount? Absolutely. And the money market accounts are approved by the state. They meet our investment criteria. They're basically government securities.

So if you approve this new contract with Wells Fargo, our interest earnings, which now are about 65 to 70, would jump up to about $150,000 a year. So

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with your approval, we'll enter into negotiations with Wells Fargo and ensure that this fee structure is part of it.

CHAIR ENRIGHT: Outstanding job.

COMMISSIONER WALDRON: I make a motion to approve it.

CHAIR ENRIGHT: Second? Do I have a second?

COMMISSIONER CIKLIN: Second, under discussion though. So we haven't decided on any term or anything yet, so that's what you're going to do in the next 30 days?

MR. ZIELINSKI: Yes. This is an aggressive program on their part. Again, I'm repeating what they're saying. What they will want in order to maintain it becomes part of the negotiations.

COMMISSIONER CIKLIN: Okay. Well, that's what I'd be interested in, just not locking anything in for a very long time. But it's -- I think it's a vast improvement on what they were doing, and I think one of the reasons that they did this was that other banks were contacting us, saying, you know, you're getting ripped off and you should be getting a lot more. And Paul did a good job negotiating, and I feel pretty comfortable now that at least we're getting a fair shake. So good job.

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MR. ZIELINSKI: Appreciate your support.

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Mr. McArthur.

VICE CHAIR McARTHUR: Congratulations, and much appreciation for the effort you made. I've got to express one concern. I mean Wells Fargo has been a bad corporate player the last few years. This is wonderful, it's good for the Port. I hope it goes through. But should Wells Fargo fall back into its old habits, I would like the Port of Palm Beach to send a message that we're not going to do business with somebody that doesn't have the highest standards, not just for us, but all of their clients. Thank you.

MR. ZIELINSKI: To your point, sir, when I was meeting with them, that was something that I raised, that their reputation out there is not without tarnish and they need to continue to give us stellar service.

COMMISSIONER RICHARDS: Peyton, they're being so good, they've already opened up the account for us without us knowing it.

VICE CHAIR McARTHUR: Oh, that's nice.

COMMISSIONER RICHARDS: That's a joke.

VICE CHAIR McARTHUR: Like that.

CHAIR ENRIGHT: Question. I need a vote.

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All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Vote carries, five/zero. Thank you.

MR. ZIELINSKI: Thank you.

Now let's go on to G.5, Ken Hern.

MR. HERN: Commissioners, since our last -- since the May 10th Commission meeting, Southern National Track has pulled their proposal from consideration in writing. At this time we'd like to provide it to the second submission, which was González & Sons. Port staff is respectfully requesting the Board of Commissioners to approve González & Sons as our provider --

COMMISSIONER RICHARDS: Move approval.

VICE CHAIR McARTHUR: Second.

MR. HERN: -- authorizing the Executive Director --

CHAIR ENRIGHT: Any discussion?

COMMISSIONER CIKLIN: Under discussion, is there a difference of price on the two?

MR. HERN: Southern National Track was more affordable, with González & Son being a little bit more pricey. So, you know, it kind of --

COMMISSIONER CIKLIN: Why did they -- why

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couldn't they do it?

MR. HERN: They decided they didn't want to. They did get a job in Tampa that requires a lot of their attention, and --

COMMISSIONER RICHARDS: Isn't González doing the work now --

MR. HERN: González & Sons --

COMMISSIONER RICHARDS: -- and we're excited about their work?

MR. HERN: We're ecstatic about their work.

CHAIR ENRIGHT: Right.

COMMISSIONER RICHARDS: Yes.

MR. HERN: It's on --

VICE CHAIR McARTHUR: What's the difference? You said pricey and -- but you didn't --

MR. HERN: It's a little bit more per hour for the construction.

VICE CHAIR McARTHUR: But what's the bottom line?

MR. HERN: I would have to get back with you with the exact number, Commissioner. I don't have that with me.

EXECUTIVE DIRECTOR ALMIRA: A million two hundred.

CHAIR ENRIGHT: No, it's not; no, it's not.

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EXECUTIVE DIRECTOR ALMIRA: I'm only kidding; I'm only kidding. Come on, some levity here.

MR. HERN: But they do excellent work.

CHAIR ENRIGHT: Right. All in favor?

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

Thank you very much, Mr. Hern.

G.6, authorization to advertise for request for qualifications.

MR. SOLER: Commissioners this is agenda item G.6. It's for authorization to advertise for request for qualifications for Berth 1 bulkhead replacement.

In 2015 the Port began the process of a concept study and permitting process for the redevelopment of Berth 1. Berth 1 is the oldest remaining bulkhead structure in the Port of Palm Beach. It was originally built in the 1970s. It's 427 linear feet on the west side of the Port.

In order to continue with the improvement of the Berth 1, the Port is requesting authorization to go through the request for qualification process. The original process included a design concept study, and go through all the permitting process with the FDEP and the Army Corps of Engineers. That process has been completed, with both permits already received by the

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Port.

One thing I want to mention, that the permit for the Army Corps of Engineers has a requirement of an execution of the coral mitigation plan for all the impacted coral that are on the wall of the existing berth.

VICE CHAIR McARTHUR: Madam Chair.

MR. SOLER: Port staff is actually working in conjunction with the Town of Palm Beach --

VICE CHAIR McARTHUR: José, I'm sorry to interrupt, but I'd just like to go ahead and make a motion to authorize staff to advertise for a request for qualifications --

COMMISSIONER CIKLIN: Second.

VICE CHAIR McARTHUR: -- for the final design and construction documents, bidding services and construction management for the Berth 1 bulkhead replacement.

MR. SOLER: Perfect. Thank you.

COMMISSIONER CIKLIN: Thank you.

CHAIR ENRIGHT: Second?

MS. WALDRON: I think Blair seconded.

COMMISSIONER CIKLIN: I seconded it already.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

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CHAIR ENRIGHT: Motion carries, four/zero, with Commissioner Richards out of the room.

Let's go to the next item, which was G.7, and we've already taken care of that.

Now we have H.1, which is consideration of 2008 tax resolution. Mr. Zielinski.

MR. ZIELINSKI: This is probably one of the more difficult items I have to present. But the Port again is asking you, we're asking you to sign a resolution stating that you find it not necessary to tax in fiscal year 2018. And I don't have the --

VICE CHAIR McARTHUR: Can we show five makers of the motion?

COMMISSIONER CIKLIN: Yes.

CHAIR ENRIGHT: Motion has -- I need a second now.

COMMISSIONER WALDRON: I'll second.

CHAIR ENRIGHT: Commissioner Waldron seconded the motion to Blair Ciklin. Any discussion? All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

Let's go on to H.2.

MR. ZIELINSKI: If you look at the screen now, you will see some excellent work by Mr. Baker.

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Kind of puts it all into perspective. And if you think about it, for all of the years since '75, we have run this Port as a business, and we didn't spend it unless we earned it.

CHAIR ENRIGHT: Can you attest to that, Commissioner Ciklin, since you've been here?

COMMISSIONER CIKLIN: Right when I got elected, see what happens? No taxes.

COMMISSIONER RICHARDS: Wow. There were some people that weren't born --

COMMISSIONER CIKLIN: Exactly.

COMMISSIONER RICHARDS: -- that year, I think, in this room.

VICE CHAIR McARTHUR: A lot of people weren't born.

COMMISSIONER CIKLIN: Exactly.

CHAIR ENRIGHT: H.2.

MS. KACZWARA: Item H.2 is a lease in the Maritime Office Complex for SSI Lubricants. They are the parent company to SSI Petroleum, who is a tenant here at the Port. They have truck parking here. They provide a lot of bunkers to our vessels and our yachts here at the Port, and they would like to continue growing their relationship with Port tenants, Port staff and those in our maritime community.

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By doing so, they'd like to establish a corporate office here. They are currently located in West Palm Beach. We would like the agreement to be effective in June, right after this meeting, so that they can start working on tenant improvements in the space. That way, they could have access, as well as contractors could have access to the space.

They would commence their operation on September 1st. Your term sheet does say August 1st, but they've changed that to September because they now have better timelines from their contractors and they're able now to determine that they're going to need a little more time.

This is a three year initial term, with three three-year options. The base rent is $18.45. They will be responsible for taxes and insurance as a pass-through, as all of our tenants are. Due to the tenant improvements that they're doing in the space, we are offering them a three month credit towards those tenant improvements versus us putting our money towards those improvements ourselves.

The only thing that we will be doing is putting up a very small wall in a doorway to separate their space from the other Suite 400 space. And then Suite 400 will remain the old, original Port reception

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area -- most of you may remember that -- and two offices. And we're talking to the cruise line now about taking that space.

SSI has requested the right to provide temporary space within their offices to others in the maritime industry. We would like to provide them in this lease the opportunity to do that, not to sublet, but just to offer perhaps an office within their suite for someone in the maritime industry here that works either with or for the Port, such as someone like a Berth One International, who doesn't have an office right now, and maybe they would want to lease one office within their suite.

We have given them the right of first option for Suite 400, which I just shared with you was the two offices plus reception area.

The standard provisions of our lease will apply in terms of insurance, janitorial, solid waste. Parking, we will be providing them up to 12 parking spaces, as needed. The utilities, the electricity and water will be included in their base rent because that space is not metered separately.

As I mentioned, the tenant improvements they will be doing at their cost. They will also be going to get permitting for such with any authorities,

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whether they're local or County. They will be providing us a timeline for those tenant improvements. And again, they will be doing those prior to the actual commencement of the lease when they do move in.

And I'm happy to answer any questions.

COMMISSIONER RICHARDS: I have a question.

CHAIR ENRIGHT: Commissioner Richards.

COMMISSIONER RICHARDS: Thank you, Jarra.

So the two questions I have are the sublet without subletting for a fee, why? Why are we inclined to do that?

MS. KACZWARA: The reason for that is because originally they were going to take one area, and they were going to make part of that area -- in part of that area they were going to create a kitchenette. And because of their inability to do so, we asked them to take a little more space. So they're taking more space than they need right off the bat. They believe they'll grow into it, as well as the other space in Suite 400, but they needed a small kitchenette area to create a break room or a lunch room for their employees.

COMMISSIONER RICHARDS: But if they need the room for a break room, why would we say they can allow other non-employees to use the space?

MS. KACZWARA: So initially the space will be

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too big for them; it will be too large for them. Down the road, they have other offices throughout the state of Florida, and they would like to consolidate those offices here in their corporate office. So they plan to grow this office.

COMMISSIONER RICHARDS: So they would bring, possibly bring other divisions or within -- under their corporate umbrella?

MS. KACZWARA: Yes, that's correct.

COMMISSIONER RICHARDS: Okay, it sounds a little different then.

MS. KACZWARA: So I don't want to mislead you. Initially what they're asking for is because they'll have more space than they need, the right to offer temporary offices to other companies. So as an example, Berth One International needs an office. For a fee, month to month, they provide them an office.

COMMISSIONER RICHARDS: That's a sublet.

MS. KACZWARA: They're not allowed though to sublet. They're not allowed to actually have a lease with this other person or company. It has to be approved by the Port, but it's not a lease. It's no different than us doing a space assignment. We're assigning someone a space on a month-to-month basis and we're --

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COMMISSIONER RICHARDS: Let me just say Manny may have to speak up in a moment. But the second thing is the 12 spaces, I'm always concerned about -- are these spaces just to our north and west, or where will those spaces be?

MS. KACZWARA: In the agreement it's written that we can move them from time to time based on our needs, but initially, yes, they would be north of our building.

COMMISSIONER RICHARDS: But we do have the full right to move them away if we need that for whatever reason, that space?

MS. KACZWARA: Yes, sir.

COMMISSIONER RICHARDS: All right. I'm a little uneasy, but I'm not sure it's going to stop me from voting for it. But I'm a little uneasy about the subletting, not subletting, but for a fee.

MS. KACZWARA: We don't have the lease drafted yet. I'm happy to bring the lease back for ratification once it is drafted.

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Yes, go on.

VICE CHAIR McARTHUR: Do we have any other entities at the Port now or in the past that have had this type of arrangement?

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MS. KACZWARA: To provide space to others?
VICE CHAIR McARTHUR: Yes.
MS. KACZWARA: I think mostly we've had those arrangements when it comes to terminal space or warehouse space, but yes, we have had those arrangements with other tenants.
VICE CHAIR McARTHUR: Thank you.
CHAIR ENRIGHT: Commissioner Waldron.
COMMISSIONER WALDRON: So under that scenario, they assume all the liability?
MS. KACZWARA: Yes. It's written that they do, yes, ma'am.
COMMISSIONER WALDRON: How many employees are they going to have there?
MS. KACZWARA: Initially they said probably eight to ten, but they would like to have the opportunity to have up to 12.
COMMISSIONER RICHARDS: And they need our prior written approval? Is that correct?
MS. KACZWARA: What I'd like to do is get your approval of this term sheet for inclusion into their lease.
COMMISSIONER RICHARDS: I guess I would think they would need our prior written approval, which probably should not be unreasonably withheld.

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COMMISSIONER WALDRON: For any month-to-month people.

MS. KACZWARA: I don't mind bringing the lease back in July.

CHAIR ENRIGHT: Yes, I think you should bring it back because we have so many questions and we would like to see more in detail of procedures, how things will occur. If they decide to bring someone else in, what are the procedures, what contract would they have to sign, and then liability to them and the Port and everyone, and then how much -- I'm curious how much they're going to be paying them.

So if, like Commissioner Richards said, if it was part of their corporation and them just moving some people from Tampa, but then if I can bring in a whole new entity, a whole new business, that's another whole story.

MS. KACZWARA: Right, we --

EXECUTIVE DIRECTOR ALMIRA: Madam Chair, what I think will help also is if we provide you with a schematic drawing, and you'll see why if we don't do it this way, it just leaves us with essentially room for not being able to lease out. So please stay tuned. We'll be back to you in July.

COMMISSIONER RICHARDS: Okay.

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CHAIR ENRIGHT: Okay, any other questions?

VICE CHAIR McARTHUR: Do we need a motion on this or --

MS. WALDRON: No, it was just --

COMMISSIONER CIKLIN: One last question. I just, I think some of the Commissioners, their concern is we just don't want to get involved with any lawsuits or something. They bring somebody in and there's a problem, then they're going to come down and start complaining to us. We just want to make sure, look, we didn't even know you were in there. So we need to kind of clean this up.

MS. KACZWARA: We can certainly address that in the agreement to make sure that the Port is covered and that we're leaving this open-ended for them to bring in anyone they want, absolutely.

CHAIR ENRIGHT: So I guess we need a motion for you to be able to do the negotiation and bring it back.

COMMISSIONER CIKLIN: So moved.

COMMISSIONER RICHARDS: Second.

CHAIR ENRIGHT: Okay, all in favor?

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero. Thank you.

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MS. KACZWARA: Thank you.

CHAIR ENRIGHT: Next we have H.4. No, H.3, I'm sorry, H.3.

MR. HERN: Good afternoon again, Commissioners.

Currently the Maritime Office Complex continues to have leaks not associated with the roof project. These leaks are being caused by seal caulking degrading around the windows, cracked windows and gaps between these and the siding. Some of these leaks have intruded into the building, causing external siding to fail.

Port staff is seeking to obtain a structural engineer's engineering assistance in the creation of a scope of work for a service provider to seal the building to prevent future damage. Based on current CCNA approved providers, the following companies qualify for the job: E. C. Fennel, CH2M Hill and Kimley-Horn. Port staff is respectfully requesting the Board to select which provider we are to use and authorize the Executive Director to execute that contract.

CHAIR ENRIGHT: Commissioner Waldron.

COMMISSIONER WALDRON: So would you say that the reason for all these leaks is due to poor

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engineering, construction or whatever?

MR. HERN: Do I want to be --

COMMISSIONER WALDRON: So is that a qualified construction company that was the lowest price? Was that what it was?

EXECUTIVE DIRECTOR ALMIRA: Let's just say it was, what we gather, is a lot of design flaws and construction challenges.

COMMISSIONER WALDRON: From a qualified bidder --

MR. HERN: Very well said.

MS. WALDRON: -- that was the lowest price.

COMMISSIONER CIKLIN: I have a question.

CHAIR ENRIGHT: Commissioner Ciklin.

COMMISSIONER CIKLIN: How would we know -- at least this one Commissioner, I wouldn't have the faintest idea which of those engineering companies are the best to do something like that. Are you bringing them in to speak, the three of them, and see what they've done? I mean how would we have any idea on --

MR. HERN: Well, they've already processed through the CCNA process and been determined to be qualified engineering service companies for this type of project. All three of them are equally qualified.

CHAIR ENRIGHT: Go on.

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COMMISSIONER CIKLIN: And how much money do you think something like this -- do we have any guesstimates on what the charge is? I mean I'd like to know something.

MR. HERN: That we would have to determine upon the selection and discussion with them.

CHAIR ENRIGHT: Commissioner Richards.

COMMISSIONER RICHARDS: Ready to make a motion.

EXECUTIVE DIRECTOR ALMIRA: Wait just one -- for clarification. I hope it is for clarification. This is just a scope of work.

CHAIR ENRIGHT: Right.

EXECUTIVE DIRECTOR ALMIRA: We'll bring somebody in just to help us create a scope of work. That's all we're doing.

COMMISSIONER CIKLIN: Oh, okay.

MR. HERN: Correct, correct.

CHAIR ENRIGHT: Commissioners, we went through the CCNA process, and we took hours and days going through this. And they're ranked in the order in which we selected them. This is a no-brainer, and I think we need to go on and -- because if we don't do the right thing now, we wasted all those hours and days going through the process. So we have them ranked in

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the order which we selected them in, and I would like to see us follow through. That's my opinion and my --

Yes, Commissioner Richards.

COMMISSIONER RICHARDS: Move we award E. C. Fennel.

VICE CHAIR McARTHUR: Second.

CHAIR ENRIGHT: Any discussion?

MS. WALDRON: I guess I want to ask a stupid question, but do we --

CHAIR ENRIGHT: It's not stupid. Do ask your question.

MS. WALDRON: Do we need to know what their price points are or --

CHAIR ENRIGHT: Oh, he just addressed that. They're going to negotiate.

MR. HERN: The Executive Director will negotiate that contract.

MS. WALDRON: Okay. Sorry, okay.

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Commissioner.

VICE CHAIR McARTHUR: In a related, but not directly, you know, we've had more problems with this building than anyone should have, whether it was poor design or whether it was poor construction or whatever it was. We just need to, going forward, we just need

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to make sure we try to write the contracts in such a way that we're protected and that we have a warranty that is actionable and dependable. No governmental entity should be in the position that we have been in in this building. Thank you.

CHAIR ENRIGHT: Call the question. All in favor of the motion to award --

MS. WALDRON: Did somebody second it?

CHAIR ENRIGHT: -- contract to -- who seconded?

VICE CHAIR McARTHUR: I did.

CHAIR ENRIGHT: Mr. McArthur.

Please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

MR. HERN: Thank you.

CHAIR ENRIGHT: Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

And Commissioners, in front of you is H.4. This is the legal service agreement. Just as a kindly reminder, we have used the services of Gary, Dytrych & Ryan since September of 1998.

COMMISSIONER RICHARDS: Wow.

EXECUTIVE DIRECTOR ALMIRA: The contract right now expires, or will expire July 31st, 2018.

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Port staff is seeking direction from the Board whether to enter into a negotiation to extend the agreement with Gary, Dytrych & Ryan or to prepare, issue and evaluate an RFP for this service, for their service.

COMMISSIONER WALDRON: I make a motion to go forward with Gary, Dytrych negotiation.

CHAIR ENRIGHT: Any discussion?

COMMISSIONER RICHARDS: Second.

CHAIR ENRIGHT: No discussion? All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

EXECUTIVE DIRECTOR ALMIRA: And Commissioners, if you don't mind --

CHAIR ENRIGHT: Congratulations. Oh, I'm sorry. You were blocking him. I'm just sorry, Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: That's okay.

CHAIR ENRIGHT: My eyes just went the other way, but I'm sorry.

EXECUTIVE DIRECTOR ALMIRA: Mr. Greg Picken would like to also come up and just say a few words.

CHAIR ENRIGHT: Yes, but I'm sorry. If we can have Mr. Ward come up first and then Mr. Picken second.

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Mr. Ward, please forgive me.

MR. WARD: Good afternoon again. Gerald Ward, 2135 Broadway, Rivera Beach.

Legal services. Thirty years. Your procurement policy does not really address this, but I've been involved in CCNA, which is a state statute that promotes consultant competitive negotiation, principally engineers, architects, professional survey and mappers.

This solicitation needs to occur at a regular basis. Three decades is not a regular basis. Once you do this type of work, you get sometimes to be in the same mold. And you get new ideas by having the staff sit down and -- well, we didn't do a very good job, because you spent more of your time than you should have in the last CCNA process for engineering consultants.

But legal consultants need to be the same way, such that you come up with new ideas because you have the staff sit there and listen to new people. And the old people, in this case, Gary, Dytrych & Ryan, can also say: Well, why have we been doing it this way for three decades?

So consider going out for solicitation. I think you already made the motion and second. I'm not

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sure whether you voted or not.

CHAIR ENRIGHT: No, we have not voted.

Mr. Picken.

MR. PICKEN: Commissioners, first of all, I'd like to thank you for the last 20 years. I would also point out that the CCNA does not govern legal services.

We feel, first of all, we've really enjoyed the representation and we've enjoyed the relationships. We feel as though we've served the Port well overall during that time. We'll continue our current rate of $200 an hour. And our agreement has always been terminable by either party on 30 days' notice, and we would continue that. So thank you.

CHAIR ENRIGHT: Thank you, Mr. Picken.

I need to have a vote. All in favor?

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero. Thank you.

Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: Yes, Commissioners, similar to H.4, we're now looking at H.5, public policy consulting services. We have been using the services of Akerman Senterfitt since August of 2011. Again, similar to the legal, that contract expires on July 31st, 2018. Hence, Port staff is

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seeking direction from the Board whether to enter into negotiation to extend the agreement or to prepare an RFQ for this type of service. Who we're referring to, of course, is Mr. Pinsky.

CHAIR ENRIGHT: Mr. Commissioner --

COMMISSIONER WALDRON: I'll make a motion to enter into negotiations to extend the contract.

COMMISSIONER CIKLIN: Second.

COMMISSIONER RICHARDS: Third.

CHAIR ENRIGHT: Any discussion?

I just have a question before I get to Mr. Ward. How much do we pay? We pay him $3,000 a month?

EXECUTIVE DIRECTOR ALMIRA: A month, correct.

CHAIR ENRIGHT: And then we pay for his expenses or what --

EXECUTIVE DIRECTOR ALMIRA: Sorry?

CHAIR ENRIGHT: His travel up and down?

EXECUTIVE DIRECTOR ALMIRA: No.

CHAIR ENRIGHT: Or his hotel or what?

EXECUTIVE DIRECTOR ALMIRA: No, no, no, no. It's 3,000 flat, unless he goes up to Washington, as an example.

CHAIR ENRIGHT: Well, we're not sending you there, so -- just a joke.

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COMMISSIONER CIKLIN: Well, he does lobby for us in Washington.

EXECUTIVE DIRECTOR ALMIRA: Yes, he does.

COMMISSIONER WALDRON: He does federal and state.

CHAIR ENRIGHT: Okay, Mr. Ward, thank you very much.

MR. WARD: Gerald Ward, 2135 Broadway, Rivera Beach.

I would tell you that the same comments I had on H.4 basically apply to H.5, as the E.D. said that it was similar. You have had -- and I just looked in 2015 when we started to talk about project modification of the federal authorization. That's two years ago, and we have not done anything to start to spend the 80 plus million dollar authorization that was amazingly obtained for a small Port. So I would tell you that you need further involvement in the federal process.

You just had a comment under the Governmental Affairs Report about rail grants. And the state has had for some time a state rail element of the Florida Department of Transportation. Most of those funds are federal funds that are passed through the state process.

You need to get some new ideas. And the

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solicitation for governmental affairs consultant services is no different than legal consultant services. And although Mr. Picken's offended because he doesn't think it's like an engineer, it is consultant services.

So somewhere along the line the Port needs some new ideas to proceed with potential moneys and projects that are not the garden variety to spend a small amount of money that's shown in the E.D.'s report today that I didn't get to hear.

But I would suggest that you start to look at going out for other ideas. Certainly Akerman Senterfitt can come in, and all of a sudden they may have lots more new ideas that they would like to pursue.

COMMISSIONER RICHARDS: Comment.

CHAIR ENRIGHT: Yes, comment from the Commissioners, and then we'll allow you to speak, okay?

COMMISSIONER RICHARDS: I cannot disagree with some of those comments. Depending on the nature of the contract, it does make -- it can make sense to bring in new people with new ideas. And going forward, I would like us to supplement our activities and support in looking for additional funds. So that cannot hurt.

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CHAIR ENRIGHT: Okay, Mr. Pinsky.

MR. PINSKY: Thank you very much for all your support. Greg echoed -- probably articulated a lot of comments that I would echo. We also are on a 30 day cancellation at any time.

I personally love the Port of Palm Beach; I bleed the Port of Palm Beach. As far as creative ideas, I've been involved in a lot of projects, from trying to get this piece of property, which not to boast, but it was my idea to get that annex property.

I've got ideas. Manny knows and the staff knows that I'm always suggesting new ways to go and find money. So whatever the project is, whatever the opportunity is, I'm always looking for it. I have a couple of ideas that I would love to share with the staff.

But there are opportunities for some Port expansion, and there's also opportunities to help tenants like Stonerock. I mean there are things that we can do, and if you want ideas, give me an hour and let me just run them all off to you.

But again, thank you for your vote of confidence, and I look forward to --

CHAIR ENRIGHT: We haven't voted yet.

MR. PINSKY: What?

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CHAIR ENRIGHT: We haven't voted yet; we have not voted yet. They might change their mind. It's not in stone yet.

MR. PINSKY: Well, that was a commercial.

CHAIR ENRIGHT: But the only thing that I would like to say is we want you to bring the bacon home, bring the money home. That's the most important thing, bring the money home. You know, we have a lot of ideas, but we need you to work, actively work every day to bring us the money home.

Now I'm going to call the vote. See, too fast; going too fast. All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, four/one. Thank you very much. Motion carries, four/one. And we're expecting money, okay? Thank you.

Let's go now to -- oh, we're done. Okay, public comments. I have two public comment cards. One is from Mr. Ward. Public comments.

MR. WARD: Did you call me? Mr. Pinsky was talking to me, and I'm sorry, I missed you. But Gerald Ward, 2135 Broadway.

I think there's basically two issues to follow up, although I have several others. The first goes to the fact that we're proceeding fast towards the

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2022 deadline for expiry of the federal authorization. And you can't move Washington, who works for you. The Corps in this project is your contractor. And there is certainly issues.

We didn't process the EIS in a proper manner when they were working for you to do that. They thought two years. I thought it should have been a one year EIS. They took five years. Now, that's the feds for you. You have to be actively managing the Corps of Engineers.

Four Congressmen were implored to write a letter saying that the authorization did not meet the smell test that they thought. And I think that there is no end of concurrence with a lot of people in the environmental field that that EIS authorization of descriptive projects is not appropriate. So it needs to be modified. There is a process. I've got a whole notebook here on that. So I would suggest you find a way to start getting on that issue.

Number two is the issue of the Port annex. The motion/second without objection at the City of Riviera Beach is first reading is approved, second reading doesn't come until there's an Interlocal Agreement. The concept was conceived by peanut butter and strawberry jam. That's the nickname for Post

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Buckley Schuh & Jernigan in 1975 -- 1995, excuse me.

And one of the good alternatives was to take and put a light here; use 11th Street and a new rail crossing here; eliminate the crossing here. That then, if the City provides you the ability to jump one more block to the north, gives you a new Port access gate that doesn't back up to the railroad with the current guard gate here filling up and conflicting with rail traffic. It gives much more room for switching for the Port rail. That's one of three rails that exist in Riviera Beach. We've got six state roads and three railroads. So it gives more ability to let the Port train move boxes back and forth in the different spurs of the interior Port.

CHAIR ENRIGHT: Thank you, Mr. Ward.

MR. WARD: There's a lot of things to be done, but that needs to be processed such that the Port gets something, and then you can go forward with your southern expansion with an Interlocal Agreement.

CHAIR ENRIGHT: Thank you, Mr. Ward.

Now we have Ms. Pam Maldonado.

MS. MALDONADO: Thank you, Commissioners. Good afternoon. I'm Pam, Pamela Maldonado, 3608 Miramontes Circle in Wellington. And it's very nice to be in the Port of Palm Beach for the first time.

Electronically signed by Susan Kruger (301-013-329-9161) 2b23c6df-daef-4517-807b-214a3da811a0

I am here in representation today of the League of Women Voters of Palm Beach County. For those of you who don't know, we're a 98 year old nonpartisan political organization dedicated to promoting good government through promoting voting among the public, and not only voting, but having educated voters.

And I am the Chairperson of the voter services committee. We are the committee involved in doing the voter registration activities. And we have an initiative at this point. We are trying to reach out to underserved communities, such as Rivera Beach and the Port of Palm Beach and others around town, to get people involved, get people registered to vote. And I am here to ask your help and the help of your tenants.

And thank you very much, Mr. Almira, for the invitation on Wednesday. I will very happily be here.

We need to have access to your tenants, and we would like to help -- ask your assistance in getting a buy-in from your tenants so that we can come in and do voter registration activities at their businesses. And we will try and match their schedules so that there's no loss of production or anything. We can come during break times or lunch times or before or after work or whenever.

Electronically signed by Susan Kruger (301-013-329-9161) 2b23c6df-daef-4517-807b-214a3da811a0

But, so I would just like to ask for your assistance. And you have my cards, so we look forward very much to working with the folks here in the Port of Palm Beach.

CHAIR ENRIGHT: Thank you for being here this afternoon. But I think maybe it might be better if you work with Mr. Almira, and he can give you the list of all our tenants. And then you will probably need to contact them individually to see -- you know, to get with their personnel or whoever to accomplish what you need to accomplish.

MS. MALDONADO: Okay, we will do it.

CHAIR ENRIGHT: I think that might be the route to go.

MS. MALDONADO: We'll do it.

COMMISSIONER WALDRON: Does it help if the staff kind of backs you up when you do call the tenants? I mean is there a way to --

EXECUTIVE DIRECTOR ALMIRA: Let's -- if I can, this coming Wednesday, that's next week, we are having our tenants breakfast coffee. And I have invited her. I will introduce her to all those present and take it from there. If she needs additional, we'll definitely provide additional assistance.

MS. MALDONADO: We do appreciate that. Thank

Electronically signed by Susan Kruger (301-013-329-9161) 2b23c6df-daef-4517-807b-214a3da811a0

you so much.

MS. WALDRON: That's great. Thanks.

CHAIR ENRIGHT: Thank you.

MS. MALDONADO: Okay, thank you.

CHAIR ENRIGHT: Thank you.

Comments from our Commissioners. I'll start at the bottom with that. Commissioner Ciklin.

COMMISSIONER CIKLIN: The what?

CHAIR ENRIGHT: I'll start at the end, the end. Commissioner Ciklin.

COMMISSIONER CIKLIN: Nothing.

CHAIR ENRIGHT: Commissioner McArthur.

VICE CHAIR McARTHUR: Nothing. I just hope everybody enjoys the 4th of July, and I'll see you next month.

CHAIR ENRIGHT: Commissioner Richards.

COMMISSIONER RICHARDS: Nothing additional, thank you.

CHAIR ENRIGHT: Commissioner Waldron.

COMMISSIONER WALDRON: Nothing.

CHAIR ENRIGHT: I just want to comment. And I guess we can send a little thank you note, and I'm very pleased that our Congressmen, Congressman Hastings, Congresswoman Frankel and Congressman Brian Mast has been working with us on these projects. And

Electronically signed by Susan Kruger (301-013-329-9161) 2b23c6df-daef-4517-807b-214a3da811a0

I'm really, really excited with that relationship, and I hope that things continue along that line. Thank you.

Our next meeting will be -- oh, after the 4th of July. You did say it right. Oh, wow.

COMMISSIONER WALDRON: The 19th.

CHAIR ENRIGHT: Our next meeting will be Thursday, July 19th at 4 p.m. Meeting adjourned.

(Whereupon, at 6:17 p.m., the proceedings were concluded.)

Electronically signed by Susan Kruger (301-013-329-9161) 2b23c6df-daef-4517-807b-214a3da811a0

C E R T I F I C A T E

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

I, Susan S. Kruger, do hereby certify that I was authorized to and did report the foregoing proceedings at the time and place herein stated, and that the foregoing pages comprise a true and correct transcription of my stenotype notes taken during the proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of June, 2018.



Susan S. Kruger

Electronically signed by Susan Kruger (301-013-329-9161) 2b23c6df-daef-4517-807b-214a3da811a0

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

CONSENT AGENDA
ALL "E" ITEMS

PREPARED BY: Venice Howard District Clerk/Records Administrator June 14, 2018

SUBJECT: **Approval of the Consent Agenda**

BACKGROUND: All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business for separate discussion and consideration.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X____

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute any documents requiring signature that are approved as part of the Consent Agenda.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____

Disapproved: _____ Seconded By: _____

Deferred To: _____ Unanimous: Yes _____ No _____

Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-1

PREPARED BY: Paul J. Zielinski Deputy Director - CFO July 19, 2018

SUBJECT: **Financial Statements for the month and eight months ended May 31, 2018 (FY 2018).**

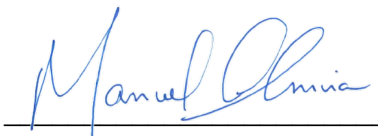
BACKGROUND: Financial results charts, Statement of Net Position, Schedule of Revenues and Expenses – Actual and Budget, Analysis of Expenses – (by category and department) – Actual and Budget by month and year to date, for the month and eight months ended May 31, 2018 (FY 2018).

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Financial Statements for the month and eight months ended May 31, 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

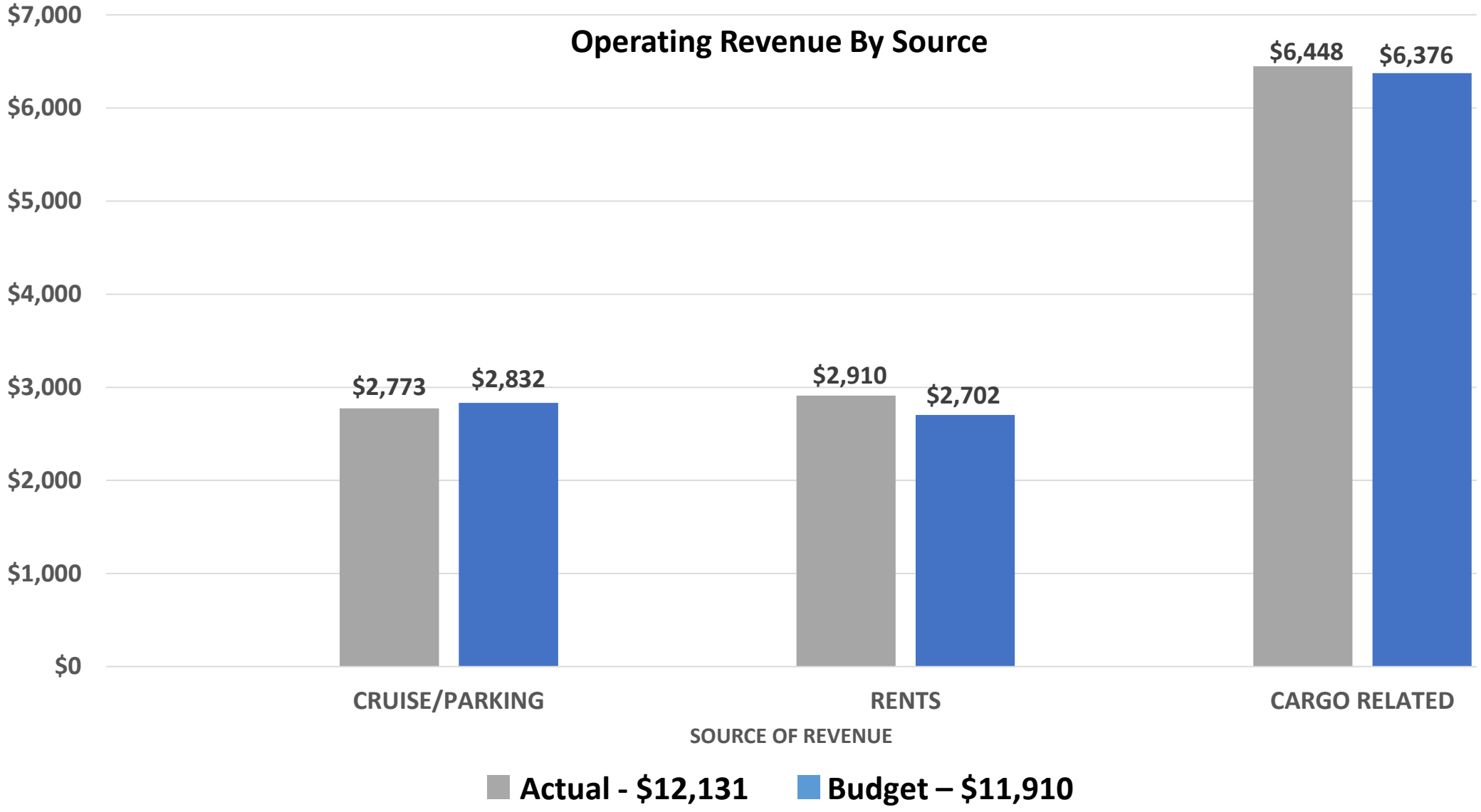
DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH

Oct. 1 to May 31, 2018

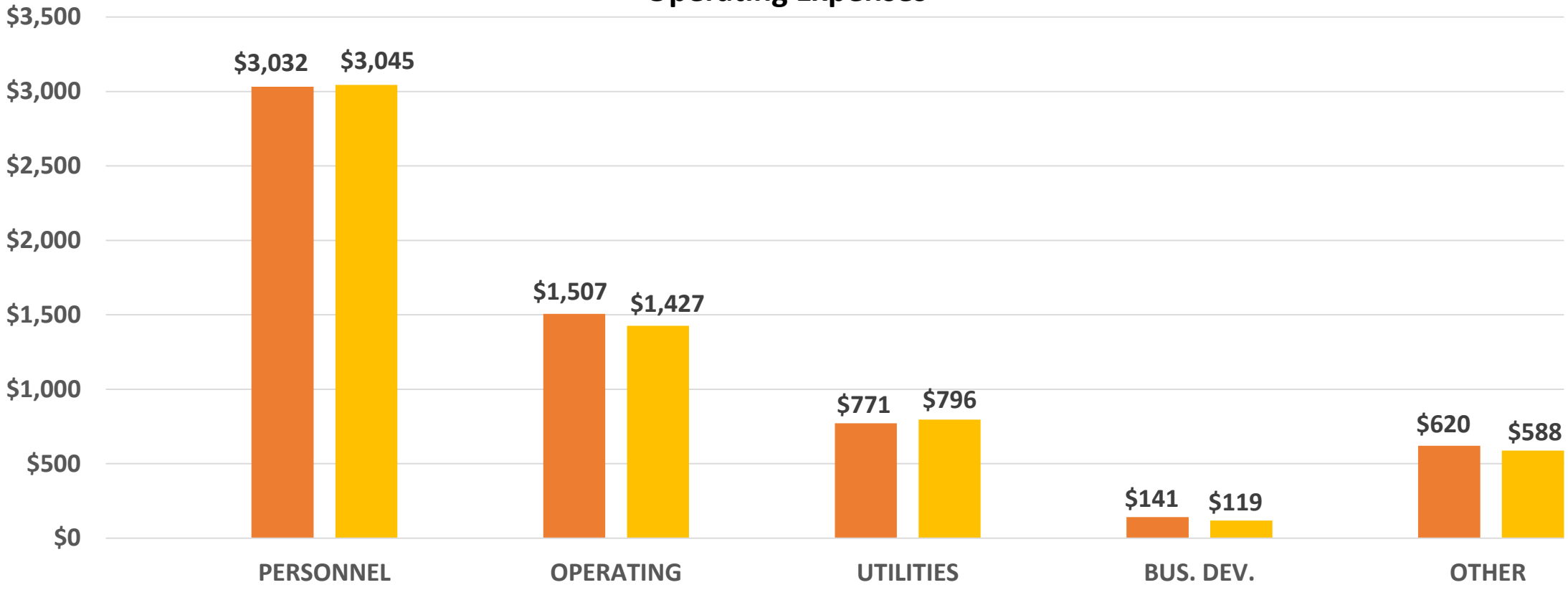
Operating Revenue By Source



PORT OF PALM BEACH

Oct. 1 to May 31, 2018

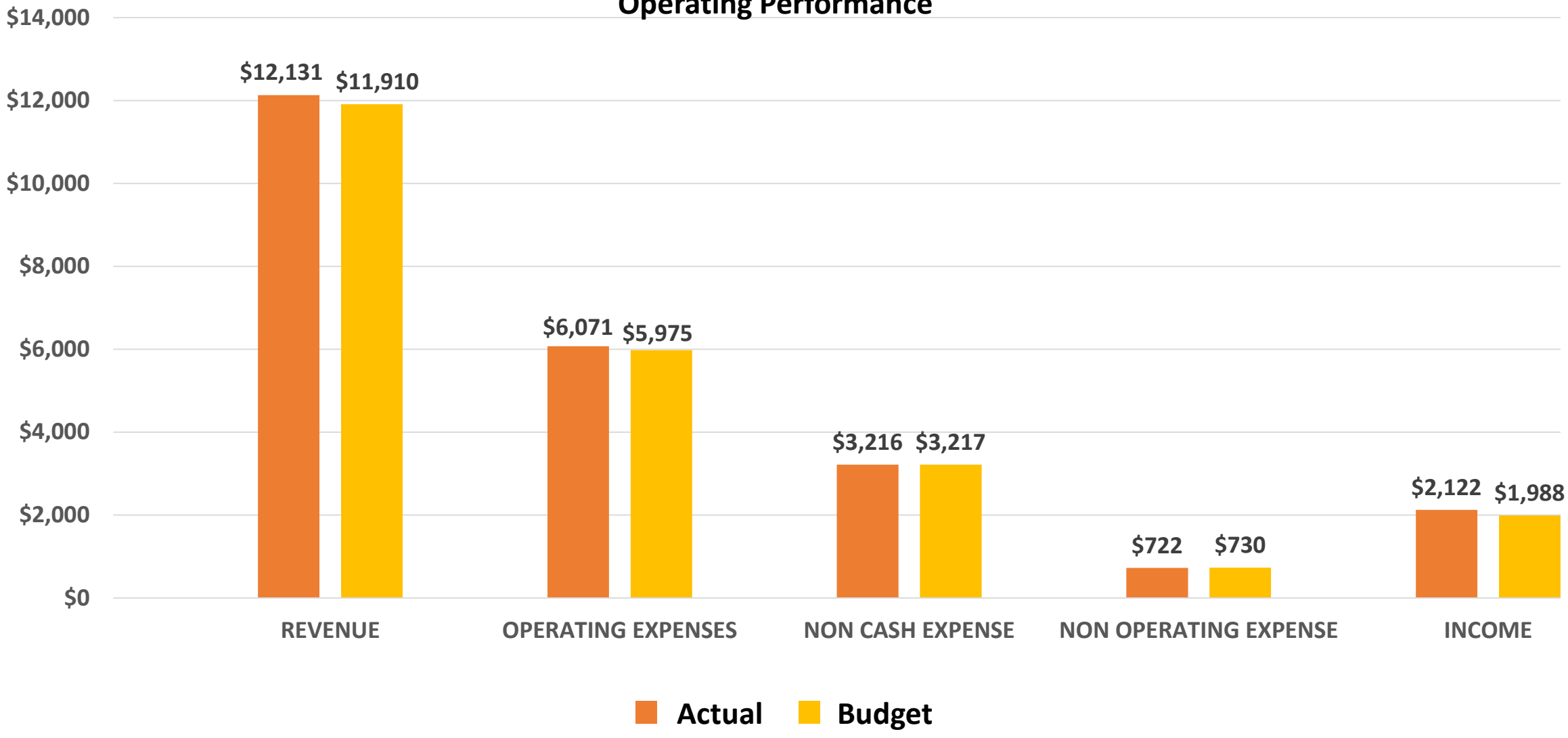
Operating Expenses



PORT OF PALM BEACH

Oct. 1 to May 30, 2018

Operating Performance



Port of Palm Beach District
Statement of Net Position
May 31, 2018
(Unaudited)

ASSETS

Current Assets:		
Cash and cash equivalents	$	21,032,179
Accounts receivable (net of allowance for uncollectables)		1,897,018
Grants receivable		228,972
Prepaid items		405,986
Restricted assets:		
Cash and cash equivalents		8,747,740
Total Current Assets		**32,311,895**
Noncurrent Assets:		
Prepaid items - Master Plan		228,850
Total Other Noncurrent Assets		228,850
Capital Assets:		
Land		28,119,220
Building and improvements		61,143,968
Slips and improvements		49,895,448
Other improvements		35,856,431
Wharf and loading ramps		7,798,154
Autos and trucks		502,716
Furniture and fixtures		369,967
Machinery and equipment		2,638,664
Computer equipment		1,454,032
Construction in progress		11,893,959
Less: Accumulated Depreciation		(77,860,260)
Total Capital Assets (net of accumulated depreciation)		**121,812,299**
Total Noncurrent Assets		**122,041,149**
Total Assets	**$**	**154,353,044**

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:		
Pension related items		1,459,258
Deferred loss on bond refunding, net		560,504
Total Deferred Outflows of Resources	**$**	**2,019,762**

Port of Palm Beach District
Statement of Net Position
May 31, 2018
(Unaudited)

LIABILITIES

Current Liabilities:		
Accounts payable and accrued expenses	$	1,337,924
Unearned revenue		738,039
Compensated absences payable - short-term		179,304
Payable from restricted assets:		
Security deposits		375,000
Accounts payable and accrued expenses		71,687
Contracts payable		890,991
Accrued revenue bonds interest payable		123,402
Current portion of revenue bond payable		3,430,325
Total Current Liabilities		**7,146,672**
Noncurrent Liabilities:		
Compensated absences payable - long-term		179,304
Other post-employment benefits		207,334
Net pension liability		3,526,193
Restricted capital appreciation revenue bond interest payable		6,575,998
Revenue bonds payable (less unamortized bond discount and current portion)		20,442,057
Total Noncurrent Liabilities		**30,930,886**
Total Liabilities		**38,077,558**

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:		
Pension related items		203,455

NET POSITION

Net Investment in capital assets		98,500,422
Restricted for debt service		424,723
Restricted for renewal and replacement		600,510
Restricted for business development		715,774
Designated - Capital improvement		4,162,287
Undesignated - Operations		13,688,077
Total Net Position	**$**	**118,091,793**

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Eight Months Ending Thursday, May 31, 2018

	Actual May 2018	Current Actual FY 2018 YTD	Prior Actual FY 2017 YTD	$ Variance Over (Under) to Prior Year	Approved Budget FY 2018 YTD	$ Variance Over (Under) Current Actual to Budget YTD
Operating Revenues:						
Wharfage	299,033	2,570,907	2,489,830	81,077	2,643,165	(72,258)
Dockage	178,970	1,570,720	1,561,268	9,452	1,579,514	(8,794)
Parking	184,433	756,051	943,567	(187,516)	837,265	(81,214)
Passengers - Multi-day	966,110	3,875,284	4,346,850	(471,566)	3,608,771	266,513
Storage	14,035	178,812	54,891	123,921	73,138	105,674
Water	9,014	67,710	62,042	5,668	60,352	7,358
Line Handling	13,464	77,724	94,000	(16,276)	94,988	(17,264)
Switching	75,791	464,368	426,355	38,013	439,008	25,360
Licenses and Permits	200	117,900	105,300	12,600	105,300	12,600
Vessel Bunkers	4,000	36,397	41,780	(5,383)	41,119	(4,722)
Cargo Terminal Fee	66,203	511,760	466,341	45,419	518,053	(6,293)
Security Fees - Cargo	53,185	415,180	388,176	27,004	424,803	(9,623)
Special Detail Security Fees	0	13,212	25,080	(11,868)	4,000	9,212
Identification Badging	2,413	17,716	19,273	(1,557)	20,475	(2,759)
Harbor Master Fee	17,854	142,042	126,033	16,009	131,211	10,831
Rent	367,082	2,909,774	2,826,158	83,616	2,702,045	207,729
Miscellaneous Income	32,721	577,148	259,638	317,510	549,414	27,734
Total Operating Revenues	2,284,508	14,304,115	14,236,582	67,533	13,832,621	471,494
Less: Direct Marketing Support	555,942	2,173,302	2,615,276	(441,974)	1,922,788	250,514
Net Operating Revenues	**1,728,566**	**12,130,813**	**11,621,306**	**509,507**	**11,909,833**	**220,980**
Operating Expenses:						
Administrative and HR	60,414	484,264	455,294	28,970	468,758	15,506
Office - Finance and IT	67,758	592,341	625,067	(32,726)	581,573	10,768
Engineering	3,776	27,162	19,896	7,266	24,000	3,162
Consultant	3,000	24,045	25,559	(1,514)	24,000	45
Legal	27,886	100,850	60,195	40,655	84,000	16,850
General Maintenance	150,416	1,022,518	1,041,847	(19,329)	1,034,554	(12,036)
Railroad	11,337	122,269	91,127	31,142	104,004	18,265
Operations	7,003	68,867	67,434	1,433	69,184	(317)
General Expense	132,152	1,139,719	1,187,174	(47,455)	1,151,328	(11,609)
Security	193,247	1,206,170	1,182,932	23,238	1,168,580	37,590
Business Development	46,497	438,633	428,185	10,448	414,730	23,903
Community Grants	300	6,995	7,606	(611)	6,995	0
Cruise Terminal	37,509	259,122	189,594	69,528	255,163	3,959
Maritime Office Complex	29,770	203,130	159,300	43,830	211,335	(8,205)
Southgate Complex	5,363	40,836	39,843	993	41,093	(257)
Renewal and Replacement	2,625	282,671	110,216	172,455	282,671	0
Maritime Office Building	7,145	51,580	37,792	13,788	52,793	(1,213)
Total Operating Expenses	**786,198**	**6,071,172**	**5,729,061**	**342,111**	**5,974,761**	**96,411**
Oper. Income Before Depr & Amort	**942,368**	**6,059,641**	**5,892,245**	**167,396**	**5,935,072**	**124,569**
Less: Depreciation Expense	403,481	3,182,755	3,171,632	11,123	3,185,000	(2,245)
Less: Amortization Expense	4,103	32,579	19,211	13,368	32,545	34
Operating Income (Loss)	**534,784**	**2,844,307**	**2,701,402**	**142,905**	**2,717,527**	**126,780**
Non-Oper. Revenues (Expenses):						
Interest Income	14,176	90,711	17,298	73,413	80,000	10,711
Insurance Recoveries	0	1,071	60,721	(59,650)	0	1,071
Grant Revenue	846	44,860	0	44,860	50,000	(5,140)
Gain or (Loss) on Disposal of Assets	0	1,050	2,500	(1,450)	0	1,050
Grant Expenses	0	0	0	0	0	0
Interest Expense	(107,475)	(859,803)	(866,724)	6,921	(859,803)	0
Total Non-Oper. Revenue (Expenses)	(92,453)	(722,111)	(786,302)	64,191	(729,803)	7,692
Income (Loss) before contributions	**442,331**	**2,122,196**	**1,915,100**	**207,096**	**1,987,724**	**134,472**
Capital Contributions	161,978	463,697	2,455,514	(1,991,817)		
Change in Net Position	604,309	2,585,893	4,370,614	(1,784,721)		

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
SALARIES & BENEFITS:								
Salaries & Contract Labor	1,966,064	1,930,165	(35,899)	990,550	2,956,614	230,302	228,929	(1,373)
Overtime	102,068	130,768	28,700	97,932	200,000	13,135	15,385	2,250
F.I.C.A. Taxes	144,191	152,778	8,587	89,469	233,660	17,452	17,973	521
Unemployment	0	0	0	1,000	1,000	0	0	0
Health and Life Insurance	630,667	632,666	1,999	318,333	949,000	79,318	79,084	(234)
Florida Retirement Benefits	189,080	198,650	9,570	114,738	303,818	21,926	23,371	1,445
	3,032,070	3,045,027	12,957	1,612,022	4,644,092	362,133	364,742	2,609
SERVICES & SUPPLIES:								
Commercial Property & Liability	247,366	249,333	1,967	136,634	384,000	31,436	31,167	(269)
Tenant Property Taxes Taxes	38	40	2	9,962	10,000	0	0	0
Legal Fees	100,850	84,000	(16,850)	59,150	160,000	27,886	20,000	(7,886)
Audit & Accounting Fees	79,326	79,330	4	9,674	89,000	0	0	0
Consultants	24,045	24,000	(45)	14,955	39,000	3,000	3,000	0
Engineering Fees	27,162	24,000	(3,162)	838	28,000	3,776	3,000	(776)
Trustee Fees For Bond Issues	2,523	2,525	2	4,977	7,500	0	0	0
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Drug-Free Workplace	1,548	1,000	(548)	(548)	1,000	176	0	(176)
Uniforms	19,988	20,333	345	7,512	27,500	3,461	1,667	(1,794)

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
Equipment Costs & Fuel	55,593	53,748	(1,845)	34,407	90,000	7,533	6,682	(851)
Buildings & Grounds Expenses	408,258	378,052	(30,206)	127,242	535,500	60,526	38,088	(22,438)
Trash Removal	31,089	29,600	(1,489)	13,311	44,400	3,811	3,700	(111)
Railroad Expense	21,748	15,600	(6,148)	(1,748)	20,000	600	600	0
Locomotive Expense	44,733	41,968	(2,765)	30,267	75,000	2,858	2,292	(566)
Employee Development & Training	6,798	6,805	7	18,202	25,000	708	710	2
Office Expenses	37,779	37,000	(779)	17,721	55,500	6,264	4,625	(1,639)
Information Technology	79,417	66,057	(13,360)	33,168	112,585	9,587	9,590	3
Contract Security	570,761	559,333	(11,428)	376,559	947,320	114,471	99,667	(14,804)
Other Security Expense	26,821	25,088	(1,733)	18,179	45,000	4,986	4,892	(94)
TWIC & ID Badging	5,225	3,333	(1,892)	(225)	5,000	1,026	417	(609)
Tenant Operating Costs	10,878	10,875	(3)	9,122	20,000	0	0	0
	1,801,946	1,712,020	(89,926)	929,359	2,731,305	282,105	230,097	(52,008)
BUSINESS DEVELOPMENT:								
Registration & Training Fees	2,990	2,990	0	22,010	25,000	15	15	0
Community Affairs	13,282	13,280	(2)	14,718	28,000	2,350	2,350	0
Travel Expenses - Employees	10,733	10,735	2	9,267	20,000	714	715	1
Travel Expenses - Board	0	0	0	30,000	30,000	0	0	0
Trade Development	33,131	25,697	(7,434)	40,369	73,500	1,986	1,108	(878)

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
Dues & Subscriptions	43,337	42,860	(477)	22,763	66,100	4,895	5,175	280
Marketing	31,167	20,215	(10,952)	9,733	40,900	100	0	(100)
Website & Other	5,895	3,000	(2,895)	(1,395)	4,500	635	375	(260)
	140,535	118,777	(21,758)	147,465	288,000	10,695	9,738	(957)
UTILITY SERVICES:								
Water & Sewer	408,928	412,835	3,907	268,089	677,017	76,489	75,979	(510)
Electricity	275,770	292,333	16,563	162,730	438,500	35,890	36,542	652
Telephone Expense	86,209	90,333	4,124	49,291	135,500	11,291	11,292	1
	770,907	795,501	24,594	480,110	1,251,017	123,670	123,813	143
RENEWAL & REPLACEMENT:								
Renewal & Replacement Exp.	282,671	282,671	0	217,329	500,000	2,625	2,625	0
OTHER EXPENSES:								
Miscellaneous Expenses	43,041	20,763	(22,278)	2,959	46,000	4,966	1,707	(3,259)
TOTAL EXPENSES	**6,071,170**	**5,974,759**	**(96,411)**	**3,389,244**	**9,460,414**	**786,194**	**732,722**	**(53,472)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
FINANCE & I.T.								
Salaries	392,117	391,582	(535)	206,773	598,890	42,725	46,068	3,343
F.I.C.A. Expense	27,718	29,183	1,465	16,915	44,633	3,160	3,433	273
Telephone	52,075	53,333	1,258	27,925	80,000	6,602	6,667	65
Computer Training/Consulting	25,531	25,545	14	23,919	49,450	1,188	1,190	2
Computer Maintenance	33,848	33,845	(3)	19,287	53,135	8,399	8,400	1
Postage	1,596	2,000	404	1,404	3,000	439	250	(189)
Office Maintenance	6,308	6,667	359	3,692	10,000	739	833	94
Records Storage	1,867	2,000	133	1,133	3,000	233	250	17
Computer Software & Supplies	20,038	6,667	(13,371)	(10,038)	10,000	0	0	0
Printing	4,202	4,000	(202)	1,798	6,000	936	500	(436)
Public Notice Publication	5,576	3,333	(2,243)	(576)	5,000	1,033	417	(616)
Miscellaneous - Office	10,080	10,085	5	4,920	15,000	1,523	1,525	2
Office Supplies	11,386	13,333	1,947	8,614	20,000	781	1,667	886
Total	**592,342**	**581,573**	**(10,769)**	**305,766**	**898,108**	**67,758**	**71,200**	**3,442**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
GENERAL MAINTENANCE								
Salaries	308,634	308,262	(372)	162,826	471,460	33,548	36,266	2,718
Overtime	17,309	32,692	15,383	32,691	50,000	2,954	3,846	892
Overtime - Line Handling	16,901	19,615	2,714	13,099	30,000	2,464	2,308	(156)
F.I.C.A. Expense	25,094	29,134	4,040	19,464	44,558	2,865	3,428	563
Telephone	6,150	5,667	(483)	2,350	8,500	847	708	(139)
Water	362,062	365,000	2,938	243,203	605,265	70,550	70,000	(550)
Water - Maintenance Office	1,127	1,168	41	625	1,752	222	146	(76)
Stormwater Assessment	45,738	46,667	929	24,262	70,000	5,717	5,833	116
Electricity	85,743	90,000	4,257	49,257	135,000	10,605	11,250	645
Equipment Rental	1,492	1,495	3	13,508	15,000	90	90	0
Generator Supplies	13,212	10,000	(3,212)	(3,212)	10,000	105	0	(105)
Building & Grounds	64,443	50,000	(14,443)	(14,443)	50,000	10,034	0	(10,034)
Trash Removal	7,294	4,267	(3,027)	(894)	6,400	375	533	158
Uniforms	6,372	13,333	6,961	13,628	20,000	865	1,667	802
Gas & Oil	21,964	23,333	1,369	13,036	35,000	3,662	2,917	(745)
Janitorial Services & Supplies	5,036	5,000	(36)	2,464	7,500	646	625	(21)
Supplies	15,019	10,000	(5,019)	(19)	15,000	1,189	1,250	61
Equipment Repair	18,925	18,920	(5)	11,075	30,000	3,676	3,675	(1)
Total	**1,022,515**	**1,034,553**	**12,038**	**582,920**	**1,605,435**	**150,414**	**144,542**	**(5,872)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
SECURITY								
Salaries	478,076	464,292	(13,784)	232,017	710,093	57,297	54,623	(2,674)
Overtime	41,226	58,846	17,620	48,774	90,000	3,937	6,923	2,986
F.I.C.A. Expense	37,660	40,021	2,361	23,548	61,208	4,439	4,708	269
Security Equipment Repairs	11,752	11,755	3	13,248	25,000	3,226	3,225	(1)
Telephone	7,356	7,333	(23)	3,644	11,000	963	917	(46)
Uniforms	13,616	7,000	(6,616)	(6,616)	7,000	2,596	0	(2,596)
Identification Badging	5,225	3,333	(1,892)	(225)	5,000	1,026	417	(609)
Riviera Beach Police Presence	43,035	40,000	(3,035)	36,965	80,000	11,155	10,000	(1,155)
Contract Security - Cargo & TWIC	63,469	69,333	5,864	40,531	104,000	8,638	8,667	29
Miscellaneous - Security	25,430	3,333	(22,097)	(20,430)	5,000	3,531	417	(3,114)
Contract Security - Cruise	430,546	418,000	(12,546)	276,774	707,320	88,962	75,000	(13,962)
Contract Security - Parking	33,711	32,000	(1,711)	22,289	56,000	5,716	6,000	284
Radio Maintenance	15,069	13,333	(1,736)	4,931	20,000	1,760	1,667	(93)
Total	**1,206,171**	**1,168,579**	**(37,592)**	**675,450**	**1,881,621**	**193,246**	**172,564**	**(20,682)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
RAILROAD								
Salaries	21,832	20,269	(1,563)	9,168	31,000	3,419	2,385	(1,034)
Overtime	26,632	19,615	(7,017)	3,368	30,000	3,780	2,308	(1,472)
F.I.C.A. Expense	3,641	3,052	(589)	1,026	4,667	544	359	(185)
Locomotive Rental	0	0	0	2,500	2,500	0	0	0
Train Derailment	6,869	6,870	1	3,131	10,000	0	0	0
Locomotive Fuel & Oil	21,103	18,333	(2,770)	6,397	27,500	2,858	2,292	(566)
Track R&M Exp.	21,148	15,000	(6,148)	(6,148)	15,000	0	0	0
Locomotive R&M Exp.	16,761	16,765	4	18,239	35,000	0	0	0
Railroad Equipment	600	600	0	4,400	5,000	600	600	0
Miscellaneous	3,683	3,500	(183)	(183)	3,500	137	0	(137)
Total	**122,269**	**104,004**	**(18,265)**	**41,898**	**164,167**	**11,338**	**7,944**	**(3,394)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
BUSINESS DEVELOPMENT								
Salaries	257,136	253,452	(3,684)	130,497	387,633	30,353	29,818	(535)
Florida Retirement System	26,180	26,389	209	14,180	40,360	3,115	3,105	(10)
F.I.C.A. Expense	17,182	17,530	348	9,629	26,811	2,259	2,062	(197)
Miscellaneous	3,364	3,370	6	1,636	5,000	375	375	0
Website	5,876	2,333	(3,543)	(2,376)	3,500	635	292	(343)
Telephone Expense	2,690	3,667	977	2,810	5,500	200	458	258
Promotion	3,948	3,950	2	13,452	17,400	0	0	0
Trade Development	16,031	16,030	(1)	25,469	41,500	525	525	0
Trade Development - Dining	11,450	4,667	(6,783)	(4,450)	7,000	1,461	583	(878)
Trade Missions	0	0	0	20,000	20,000	0	0	0
Travel Expenses	10,733	10,735	2	9,267	20,000	714	715	1
Travel Expenses - McArthur	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Ciklin	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Richards	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Waldron	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Enright	0	0	0	6,000	6,000	0	0	0
Community Relations	6,287	6,285	(2)	11,713	18,000	2,050	2,050	0
Postage & Shipping	19	667	648	981	1,000	0	83	83
Trade Development - Sponsorships	5,650	5,000	(650)	(650)	5,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
Registration Fees	2,940	2,940	0	17,060	20,000	15	15	0
Membership Dues	35,540	39,733	4,193	24,060	59,600	3,965	4,967	1,002
Training	50	50	0	4,950	5,000	0	0	0
Subscriptions	6,337	1,667	(4,670)	(3,837)	2,500	730	208	(522)
Advertising	24,456	13,500	(10,956)	(10,956)	13,500	100	0	(100)
Publications	2,763	2,765	2	7,237	10,000	0	0	0
Total	**438,632**	**414,730**	**(23,902)**	**300,672**	**739,304**	**46,497**	**45,256**	**(1,241)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
ADMIN. & H.R.								
Salaries - Commissioners	31,667	31,667	0	15,833	47,500	3,958	3,958	0
Salaries - Exec. Director & Staff	403,148	391,313	(11,835)	195,330	598,478	47,001	46,037	(964)
Contract Admin. Services	20,434	16,000	(4,434)	9,566	30,000	5,729	3,500	(2,229)
FICA Expense	29,016	29,779	763	16,528	45,544	3,726	3,503	(223)
Total	**484,265**	**468,759**	**(15,506)**	**237,257**	**721,522**	**60,414**	**56,998**	**(3,416)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
LEGAL								
Fees and Expenses	100,850	84,000	(16,850)	59,150	160,000	27,886	20,000	(7,886)
Total	**100,850**	**84,000**	**(16,850)**	**59,150**	**160,000**	**27,886**	**20,000**	**(7,886)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
ENGINEERING								
Retainer - CH2MHILL	8,000	8,000	0	4,000	12,000	1,000	1,000	0
Fees and Expenses	19,162	16,000	(3,162)	(3,162)	16,000	2,776	2,000	(776)
Total	**27,162**	**24,000**	**(3,162)**	**838**	**28,000**	**3,776**	**3,000**	**(776)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
CONSULTING								
Consultants - Governmental	24,045	24,000	(45)	14,955	39,000	3,000	3,000	0
Total	**24,045**	**24,000**	**(45)**	**14,955**	**39,000**	**3,000**	**3,000**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
SOUTHGATE COMPLEX								
Buildings & Grounds	8,669	8,670	1	11,331	20,000	1,470	1,470	0
Janitorial Services & Supplies	2,475	1,333	(1,142)	(475)	2,000	210	167	(43)
Miscellaneous	0	0	0	2,500	2,500	0	0	0
Electric	22,185	23,333	1,148	12,815	35,000	2,742	2,917	175
Telephone	4,195	4,667	472	2,805	7,000	561	583	22
Trash Removal	2,217	2,000	(217)	783	3,000	381	250	(131)
HVAC Repairs & Maint.	1,094	1,090	(4)	8,906	10,000	0	0	0
Total	**40,835**	**41,093**	**258**	**38,665**	**79,500**	**5,364**	**5,387**	**23**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
GENERAL EXPENSE								
Audit & Accounting Services	79,326	79,330	4	9,674	89,000	0	0	0
Transcription Services for Board Meetings	6,844	5,667	(1,177)	1,656	8,500	2,103	708	(1,395)
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Unemployment Compensation	0	0	0	1,000	1,000	0	0	0
General Commercial Prop & Liab Insurance	247,366	249,333	1,967	126,634	374,000	31,436	31,167	(269)
Group Health / Dental / Vision	609,650	611,333	1,683	307,350	917,000	76,627	76,417	(210)
Employee Basic Life Insurance	10,209	10,000	(209)	4,791	15,000	1,277	1,250	(27)
Employee S/Term Disability Ins.	10,809	11,333	524	6,191	17,000	1,413	1,417	4
Florida Retirement System	162,900	172,261	9,361	100,558	263,458	18,811	20,266	1,455
Trustee Fees For Bonds	2,523	2,525	2	4,977	7,500	0	0	0
Drug-Free Workplace	1,548	1,000	(548)	(548)	1,000	176	0	(176)
Insurance Contingency	0	0	0	10,000	10,000	0	0	0
Membership Dues	1,460	1,460	0	2,540	4,000	200	0	(200)
Training	6,798	6,805	7	18,202	25,000	708	710	2
Ad Valorem Taxes	38	40	2	9,962	10,000	0	0	0
Miscellaneous	249	240	(9)	4,751	5,000	(600)	(610)	(10)
Total	**1,139,720**	**1,151,327**	**11,607**	**617,738**	**1,757,458**	**132,151**	**131,325**	**(826)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
COMMUNITY OUTREACH								
Community Grants - Waldron	1,800	1,800	0	200	2,000	0	0	0
Community Grants - Ciklin	1,300	1,300	0	700	2,000	0	0	0
Community Grants - Richards	2,000	2,000	0	0	2,000	0	0	0
Community Grants - McArthur	345	345	0	1,655	2,000	0	0	0
Community Grants -Enright	1,550	1,550	0	450	2,000	300	300	0
Total	**6,995**	**6,995**	**0**	**3,005**	**10,000**	**300**	**300**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
MARITIME OFFICE BUILDING								
Buildings & Grounds	2,451	2,460	9	7,549	10,000	259	260	1
Telephone - Elevator	1,131	1,200	69	669	1,800	151	150	(1)
Telephone - Fire Alarm Lines	2,051	2,133	82	1,149	3,200	301	267	(34)
Electricity	38,036	45,000	6,964	29,464	67,500	4,007	5,625	1,618
HVAC Repairs & Maint.	7,911	2,000	(5,911)	(5,911)	2,000	2,427	0	(2,427)
Total	**51,580**	**52,793**	**1,213**	**32,920**	**84,500**	**7,145**	**6,302**	**(843)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
CRUISE TERMINAL								
Building & Grounds	75,779	75,000	(779)	(779)	75,000	4,659	3,880	(779)
Electric	35,634	33,333	(2,301)	14,366	50,000	5,848	4,167	(1,681)
Electric - Chiller Plant	17,002	22,000	4,998	15,998	33,000	1,984	2,750	766
Telephone	3,076	3,333	257	1,924	5,000	452	417	(35)
Telephone - Elevator	2,051	2,000	(51)	949	3,000	301	250	(51)
HVAC Repairs & Maintenance	22,830	22,830	0	27,170	50,000	2,568	2,570	2
Janitorial Services & Supplies	102,750	96,667	(6,083)	42,250	145,000	21,696	12,083	(9,613)
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	**259,122**	**255,163**	**(3,959)**	**103,878**	**363,000**	**37,508**	**26,117**	**(11,391)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
MARITIME OFFICE COMPLEX								
Building & Grounds	51,912	51,910	(2)	18,088	70,000	7,943	7,945	2
Trash Removal	21,578	23,333	1,755	13,422	35,000	3,055	2,917	(138)
Electricity	51,667	50,000	(1,667)	23,333	75,000	7,728	6,250	(1,478)
Electric - Chiller Plant	25,503	28,667	3,164	17,497	43,000	2,976	3,583	607
Telephone	2,530	4,000	1,470	3,470	6,000	341	500	159
Telephone - Elevator	2,051	2,333	282	1,449	3,500	301	292	(9)
HVAC Repairs & Maintenance	34,427	34,425	(2)	15,573	50,000	5,757	5,755	(2)
Janitorial Services & Supplies	13,462	16,667	3,205	11,538	25,000	1,669	2,083	414
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	**203,130**	**211,335**	**8,205**	**106,370**	**309,500**	**29,770**	**29,325**	**(445)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
RENEWAL AND REPLACEMENT								
Non-Capital Expenses:	**0**	**282,671**	**282,671**	**500,000**	**500,000**	**0**	**2,625**	**2,625**
Communication Equipment Expense	10,592	0	(10,592)	(10,592)	0	0	0	0
Security Equipment	14,814	0	(14,814)	(14,814)	0	(1,048)	0	1,048
Office Furniture/Equip. Replacement - Expenses	4,919	0	(4,919)	(4,919)	0	0	0	0
Computer Systems - non-capital	9,385	0	(9,385)	(9,385)	0	361	0	(361)
Condition/Boundary Survey	1,486	0	(1,486)	(1,486)	0	1,486	0	(1,486)
Maintenance Tools	512	0	(512)	(512)	0	0	0	0
Buildings and Grounds - Port-Wide	9,300	0	(9,300)	(9,300)	0	0	0	0
Cruise Terminal - Buildings & Grounds	133,360	0	(133,360)	(133,360)	0	0	0	0
MOC - Buildings and Grounds	18,788	0	(18,788)	(18,788)	0	0	0	0
Maintenance Dredging	900	0	(900)	(900)	0	0	0	0
Hurricane Irma Storm Repairs	57,765	0	(57,765)	(57,765)	0	1,826	0	(1,826)
Passenger Loading Bridge	20,850	0	(20,850)	(20,850)	0	0	0	0
Total	**282,671**	**282,671**	**0**	**217,329**	**500,000**	**2,625**	**2,625**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Eight Months Ending Thursday, May 31, 2018

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	May Current Actual	May Approved Budget	Monthly Variance
OPERATIONS								
Salaries - Operations	53,021	53,328	307	28,539	81,560	6,272	6,274	2
FICA Expense	3,880	4,079	199	2,359	6,239	459	480	21
Tenant Operations	10,878	10,875	(3)	9,122	20,000	0	0	0
Miscellaneous	235	235	0	9,765	10,000	0	0	0
Uniforms	0	0	0	500	500	0	0	0
Telephone	853	667	(186)	147	1,000	271	83	(188)
Total	**68,867**	**69,184**	**317**	**50,432**	**119,299**	**7,002**	**6,837**	**(165)**
Total Expenses	**6,071,171**	**5,974,759**	**(96,412)**	**3,389,243**	**9,460,414**	**786,194**	**732,722**	**(53,472)**

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-2

PREPARED BY: Paul J. Zielinski Deputy Director - CFO July 19, 2018

SUBJECT: **Cargo Reports and Customer Performance Summary for the month and eight months ended May 31, 2018, and prior.**

BACKGROUND: Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month and eight months ended May 31, 2018, and prior.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cargo Reports and Customer Performance Summary for the month and eight months ended May 31, 2018, and prior.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
ALL-CARGO TONNAGE REPORT
MAY 2018

	May 2018 Actual	May 2017 Actual	Variance	Year To Date Oct '17 - May '18	Year To Date Oct '16 - May '17	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container	126,180	104,079	21.23%	919,827	861,253	6.80%
Break-bulk	8,559	13,162	(34.97%)	73,264	58,375	25.51%
Trans-Shipment	6,713	6,770	(0.84%)	40,811	60,755	(32.83%)
Sub-Total General Cargo	141,452	124,011	14.06%	1,033,902	980,383	5.46%
Bulk and Dry Cargo						
Asphalt	17,383	7,052	146.50%	69,928	68,007	2.82%
Diesel Fuel	11,847	12,315	(3.80%)	91,413	81,895	11.62%
Utility Fuel Oil	0	0	n/a	0	0	n/a
Miscellaneous	0	0	n/a	0	0	n/a
Recyclable Steel	12,125	0	100.00%	27,705	20,274	36.65%
Molasses	0	0	n/a	126,420	140,081	(9.75%)
Sugar	44,100	44,100	0.00%	367,080	431,947	(15.02%)
Sub-Total Bulk and Dry Cargo	85,455	63,467	34.64%	682,546	721,930	(5.46%)
TOTAL ALL CARGO	226,907	187,478	21.03%	1,716,448	1,722,587	(0.36%)
Containers - 20-Foot (TEU)						
Inbound	13,202	11,967	10.32%	96,880	94,442	2.58%
Outbound	13,686	11,284	21.29%	102,352	95,377	7.31%
Trans-shipment	560	580	(3.45%)	3,676	5,050	(27.21%)
TOTAL TEUs	27,448	23,831	15.18%	202,908	194,869	4.13%
Rail Cars In	965	832	15.99%	6,552	6,391	2.52%
Rail Cars Out	966	821	17.66%	6,560	6,374	2.92%
Vessels (cargo)	124	121	2.48%	1,020	946	7.82%
Vessels (multi-day cruise)	31	13	138.46%	104	109	(4.59%)
Passengers						
Multi-Day Cruise	59,459	35,784	66.16%	236,465	272,857	(13.34%)
Other (includes in-transit)	0	0	n/a	141	0	100.00%
TOTAL PASSENGERS	59,459	35,784	66.16%	236,606	272,857	(13.29%)

NOTE: Tonnage represents cargo operations for vessels which have sailed during the month.

6/22/2018

PORT OF PALM BEACH DISTRICT
CUMULATIVE ALL CARGO TONNAGE
FY 2018

CARGO TONNAGE (in short tons)	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Fiscal Year Oct 17 - Sep 18
General Cargo													
Container	118,131	117,208	115,138	104,928	108,023	125,355	104,864	126,180					919,827
Break-bulk	6,159	8,867	8,172	6,898	10,309	10,274	14,026	8,559					73,264
Trans-Shipment	3,860	4,882	4,455	4,079	5,497	4,269	7,056	6,713					40,811
Sub-Total General Cargo	128,150	130,957	127,765	115,905	123,829	139,898	125,946	141,452	-	-	-	-	1,033,902
Bulk and Dry Cargo													
Asphalt	7,165	7,079	11,058	9,385	7,017	4,503	6,338	17,383					69,928
Diesel Fuel	11,995	13,451	14,917	12,115	-	15,064	12,024	11,847					91,413
Utility Fuel Oil	-	-	-	-	-	-	-	-					-
Miscellaneous	-	-	-	-	-	-	-	-					-
Recyclable Steel	-	-	-	9,230	6,350	-	-	12,125					27,705
Molasses	-	-	54,753	-	44,105	-	27,562	-					126,420
Sugar	58,716	58,716	43,932	58,716	44,100	14,700	44,100	44,100					367,080
Sub-Total Bulk and Dry Cargo	77,876	79,246	124,660	89,446	101,572	34,267	90,024	85,455	-	-	-	-	682,546
TOTAL ALL CARGO	**206,026**	**210,203**	**252,425**	**205,351**	**225,401**	**174,165**	**215,970**	**226,907**	**-**	**-**	**-**	**-**	**1,716,448**
Containers - 20-Foot (TEU)													
Inbound	10,415	11,903	11,377	12,745	12,138	12,917	12,183	13,202					96,880
Outbound	12,453	12,558	13,125	11,815	12,274	14,076	12,365	13,686					102,352
Trans-Shipment	373	496	421	413	447	359	607	560					3,676
TOTAL TEUs	23,241	24,957	24,923	24,973	24,859	27,352	25,155	27,448	-	-	-	-	202,908
Rail Cars (total)	1,478	1,619	1,665	1,509	1,529	1,796	1,585	1,931					13,112
Vessels (cargo)	116	135	136	124	120	142	123	124					1,020
Vessels (Multi-Day)	-	-	5	15	14	15	24	31					104
Passengers													
Multi-Day	-	-	11,810	30,871	37,579	44,615	52,131	59,459					236,465
Other (includes in transit)	-	-	141	-	-	-	-	-					141
TOTAL PASSENGERS	-	-	11,951	30,871	37,579	44,615	52,131	59,459	-	-	-	-	236,606

PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
MAY 2018

ALL CUSTOMERS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
				TONNAGE	226,907	1,716,448	1,722,587
REVENUE	$ 1,361,484	$ 9,221,039	$ 8,795,148	TEUS	27,448	202,908	194,869
RENTS	367,082	2,909,774	2,826,158	RAILCARS	1,931	13,112	12,765
TOTAL	$ 1,728,566	$ 12,130,813	$ 11,621,306	PASSENGERS	59,459	236,606	272,857

TROPICAL SHIPPING

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 694,900	$ 3,713,850	$ 3,165,561	TONNAGE	130,987	942,888	903,220
RENTS	120,985	903,599	903,916	TEUS	26,898	198,656	190,236
TOTAL	$ 815,885	$ 4,617,449	$ 4,069,477	RAILCARS	1,907	12,977	12,676

MULTI-DAY CRUISE (including parking)

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE-NET	$ 594,678	$ 2,773,149	$ 2,783,436	TONNAGE	0	0	0
RENTS	12,000	73,033	89,440	CARS	7,772	31,381	36,936
TOTAL	$ 606,678	$ 2,846,182	$ 2,872,876	PASSENGERS	59,459	236,465	272,857

FLORIDA SUGAR AND MOLASSES

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 68,167	$ 765,993	$ 876,008	TONNAGE	44,100	493,501	572,028
RENTS	19,922	159,374	159,374	TEUS	0	0	0
TOTAL	$ 88,089	$ 925,367	$ 1,035,382	RAILCARS	0	0	0

TEETERS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 50,686	$ 428,237	$ 303,261	TONNAGE	4,260	35,746	24,972
RENTS	27,286	217,056	187,964	TEUS	112	1,252	1,432
TOTAL	$ 77,972	$ 645,293	$ 491,225	VEHICLES	918	7,001	5,169

SOUTH FLORIDA MATERIALS/VALERO

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 41,885	$ 211,109	$ 241,726	TONNAGE	29,230	161,342	149,903
RENTS	2,996	23,935	23,426	TEUS	0	0	0
TOTAL	$ 44,881	$ 235,044	$ 265,152	RAILCARS	3	5	20

GULFSTREAM

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 25,686	$ 193,206	$ 230,434	TONNAGE	4,850	33,828	38,769
RENTS	17,208	139,749	118,909	TEUS	438	2,923	3,163
TOTAL	$ 42,894	$ 332,955	$ 349,343	RAILCARS	0	12	16

T PARKER HOST

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 30,104	$ 252,787	$ 356,160	TONNAGE	1,203	12,362	12,010
RENTS	419	3,354	3,264	TEUS	0	15	38
TOTAL	$ 30,523	$ 256,141	$ 359,424	RAILCARS	0	0	0

STONEROCK

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 43,700	$ 266,033	$ 174,841	TONNAGE	12,125	27,705	20,274
RENTS	18,698	139,488	130,667	TEUS	0	0	0
TOTAL	$ 62,398	$ 405,521	$ 305,507	RAILCARS	0	0	0

MINIMUM GUARANTEES

	CURRENT YEAR UNIT	CURRENT YEAR YTD	PRIOR YTD
CEMEX(USA)	150,000 st	$ 151,500	$ 150,000
So. FL Materials	800,000 bbl	-	59,778
TOTAL		$ 151,500	$ 209,778

ADDITIONAL RENTS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
MERCHANTS	$ 34,122	$ 272,976	$ 225,363
GSA	40,557	324,459	324,523
CBS	10,158	80,669	79,087
CHENEY	7,931	63,444	60,561
SHAMBA	-	75,064	150,128
ALL OTHER	47,542	375,844	323,774
	$ 140,310	$ 1,192,456	$ 1,163,436

PORT CONTRACTORS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 1,453	$ 102,113	$ 12,532	TONNAGE	0	6,404	703
RENTS	7,258	57,730	45,762	TEUS	0	62	0
TOTAL	$ 8,711	$ 159,843	$ 58,294	RAILCARS	0	16	0

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-3

PREPARED BY: Paul J. Zielinski Deputy Director - CFO July 19, 2018

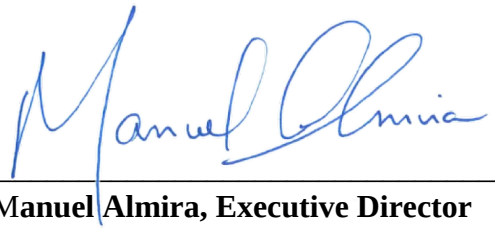
SUBJECT: **Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statements – May 2018.**

BACKGROUND: The Cash and Investment Reconciled Bank Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – May 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – May 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
CASH BALANCES
MAY 31, 2018

UNRESTRICTED CASH:			
Operating Accounts	**$ 15,529,634**		
Petty Cash	1,600		
TOTAL UNRESTRICTED CASH			**$ 15,531,234**
RESTRICTED CASH:			
Board Restricted			
Capital Improvement:			
FDOT Seaport Grant Projects (1)	$ 4,297,151		
Less: Grant Receivable	$ (228,971)		
Net Grants	**$ 4,068,180**		
Other Capital Improvement	$ 1,097,284		
Total Capital Improvement	**$ 5,165,464**		
Renewal and Replacement:			
Cruise Terminal Infrastructure Fee	$ 335,481		
Other Renewal and Replacement	$ 504,054		
Total Renewal and Replacement	**$ 839,535**		
Port Development	**$ 744,563**		
Deposits and Other	**$ 375,000**		
Total Board Restricted Cash		**$ 7,124,562**	
Bond Restricted - Debt Service			
Reserve for Revenue bonds	$ 4,391,352		
Sinking Fund Bond Escrows for P&I	$ 2,732,770		
Total Bond restricted Cash		**$ 7,124,122**	
TOTAL RESTRICTED CASH			**$ 14,248,684**
TOTAL CASH			**$ 29,779,919**

(1) - See list of active FDOT Grant projects.

PORT OF PALM BEACH DISTRICT
STATEMENT OF CASH FLOWS
For the Month of May 2018

	REVENUE	O&M	0&M IMPRESS	PAYROLL IMPRESS	PETTY CASH	TOTAL OPERATIONS - UNDESIGNATED
Begin Balance 10/01/2017	*11,005,015*	*1,734,865*	*0*	*8,732*	*1,600*	*12,750,212*
Beginning Balance 5/1/2018	$ 13,857,034	$ 2,017,957	$ (609)	$ 10,465	$ 1,600	$ 15,886,447
Receipts	2,054,375	38,664	-	-	-	2,093,039
Transfers In	1,167	-	847,239	355,000	-	1,203,406
Interest	5,341	-	-	-	-	5,341
Payments	(39,210)	(28,831)	(846,630)	(235,978)	-	(1,150,649)
Transfers Out	(2,505,183)	(1,167)	-	-	-	(2,506,351)
Ending Balance 5/31/2018	$ 13,373,524	$ 2,026,623	$ -	$ 129,487	$ 1,600	$ 15,531,234
NET CHANGE (Current)	(483,509)	8,665	609	119,022	-	(355,213)
NET CHANGE (YTD)	*2,368,510*	*291,757*	*0*	*120,756*	*0*	*2,781,023*

	CUSTOMER DEPOSITS	PORT DEVELOPMENT	PORT DEVELOPMENT IMPRESS	RENEWAL & REPLACEMENT 2016 DHS PORT SECURITY GRANT	RENEWAL & REPLACEMENT OTHER	RENEWAL & REPLACEMENT IMPRESS	RESTRICTED DEBT SERVICE ACCOUNTS	TOTAL RESTRICTED CASH
Begin Balance 10/01/2017	*25,000*	*372,452*	*0*	*0*	*798,586*	*0*	*4,686,644*	*5,882,682*
Beginning Balance 5/1/2018	$ 375,000	$ 682,421	$ -	$ -	$ 483,495	$ 50	$ 6,791,254	$ 8,332,220
Receipts	-	362	-	0	846	-	-	1,209
Transfers In	-	71,715	9,935	37,259	407,196	52,002	324,034	902,140
Interest	-	-	-	-	-	-	8,835	8,835
Payments	-	-	(9,935)	(37,259)	-	(14,793)	-	(61,987)
Transfers Out	-	(9,935)	-		(52,002)	(37,259)	-	(99,196)
Ending Balance 5/31/2018	$ 375,000	$ 744,563	$ -	$ -	$ 839,535	$ -	$ 7,124,122	$ 9,083,220
NET CHANGE (Current)	-	62,142	-	-	356,040	(50)	332,869	751,001
NET CHANGE (YTD)	*350,000*	*372,111*	*0*	*0*	*40,949*	*0*	*2,437,479*	*3,200,538*

	CAPITAL IMPROVEMENT FDOT SEAPORT GRANTS	CAPITAL IMPROVEMENT OTHER	TOTAL CAPITAL IMPROVEMENT - DESIGNATED	TOTAL ALL CASH
Begin Balance 10/01/2017	*5,519,288*	*1,036,086*	*6,555,374*	*25,007,682*
Beginning Balance 5/1/2018	$ 5,056,921	$ (130,288)	$ 4,926,633	$ 29,145,299
Receipts	112,960.68	-	112,961	2,207,208
Transfers In		1,230,773	1,230,773	3,336,319
Interest/Dividends	-		-	14,176
Payments	(370,929)	(3,201)	(374,130)	(1,586,765)
Transfers Out	(730,773)		(730,773)	(3,336,319)
Ending Balance 5/31/2018	4,068,180	1,097,284	$ 5,165,464	$ 29,779,919
NET CHANGE (Current)	(988,741)	1,227,572	238,831	634,619
NET CHANGE (YTD)	*(1,451,108)*	*61,198*	*(1,389,910)*	*4,772,237*

Port of Palm Beach - FDOT Seaport Grants										
FDOT Project No.	**Contract No.**	**Project Description**	**Execution Date**	**Expiration Date**	**Matching Ratio**	**Total FDOT Grant**	**Total FDOT Funding**	**Original Port Match**	**Port's Current Match Requirement @ 05/31/18**	**STATUS**
422827-1-94-02	AR857	Berth 17 - BOND	12/04/13	12/04/18	Front End Funded	$ 9,202,000	$ 4,601,000	$ 4,601,000	$ -	Open & under construction
422827-1-94-03	G0995	Berth 17 - JPA NON BOND	04/01/16	12/31/17	50 / 50	$ 1,500,000	$ 750,000	$ 750,000	$ 750,000	Open & under construction
422827-1-94-03	G0995	Berth 17 -SJPA No. 1 NON BOND	01/10/17	12/31/17	50 / 50	$ 1,500,000	$ 750,000	$ 750,000	$ 750,000	Funds to be used after bond monies are spent
435033-1-94-01	ARJ70	Tropical Shipping Reefer Line Expansion	07/29/14	12/31/18	50 / 50	$ 550,000	$ 275,000	$ 275,000	$ 275,000	Project delayed until MOB demolition
439974-1-94-01	G0E90	MOB Demo. & Cargo Laydown Capacity Improv. - Design & Permitting	05/26/17	12/31/18	50 / 50	$ 340,000	$ 170,000	$ 170,000	$ 95,494	Open & in planning phase
440705-1-94-01	G0O78	MOB Demo. & Upland Cargo Improvement	08/28/17	12/31/19	50 / 50	$ 4,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	Open & in planning phase
436215-1-94-01	ARL88	On Port Rail Facility Expansion	09/22/14	12/31/18	50 / 50	$ 1,060,090	$ 530,045	$ 530,045	$ 149,720	Open & Under construction
434833-1-94-01	ARS49	Berth 1 Expansion	03/06/15	12/31/18	50 / 50	$ 769,000	$ 384,500	$ 384,500	$ 276,937	Open & in planning phase
439152-1-94-01	GO846	Master Plan Update	02/01/16	12/31/18	50 / 50	$ 250,000	$ 125,000	$ 125,000	$ -	Project completed but not closed out
Port of Palm Beach - FDOT Seaport Grants										
									$ 4,297,151	

PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 05/29/18

BUSINESS DEVELOPMENT FUND:

ADOBE- MONTHLY SUBSCRIPTION FEE	$	49.99
SUN SENTINEL- MONTHLY SUBSCRIPTION FEE	$	15.96
PALM BEACH POST- MONTHLY SUBSCRIPTION FEE	$	23.31
SUN SENTINEL- MONTHLY SUBSCRIPTION FEE	$	15.96
FACEBOOK.COM- ADVERTISING	$	100.00
AAPA- ENTRY FEES FOR 2018 COMMUNICATIONS AWARDS	$	375.00
GOVERNOR'S HURRICANE CONFERENCE- REGISTRATION FOR AIDY ALONZO TO ATTEND CONFERENCE	$	280.00
PBC CONVENTION CENTER- PARKING FEE WHILE ATTENDING HURRICANE CONFERENCE	$	5.00
HILTON- BREAKFAST PER DIEM WHILE ATTENDING CONFERENCE	$	3.21
HILTON- LUNCH PER DIEM WHILE ATTENDING CONFERENCE	$	27.00
PBC CONVENTION CENTER- PARKING FEE WHILE ATTENDING HURRICANE CONFERENCE	$	5.00
PBC CONVENTION CENTER- PARKING FEE WHILE ATTENDING HURRICANE CONFERENCE	$	5.00
CENTRAL PBC CHAMBER OF COMMERCE- TICKET FOR AIDY ALONZO TO ATTEND HURRICANE LUNCHEON	$	50.00
AAPA- REGISTRATION FOR COMMISSIONER ENRIGHT TO ATTEND ANNUAL AAPA CONVENTION 10/07-10/2018	$	1,100.00
FORUM CLUB OF THE PALM BEACHES- TABLE FOR JON MEACHAM EVENT	$	450.00
FORUM CLUB OF THE PALM BEACHES- 10 TICKETS FOR JON MEACHAM EVENT	$	550.00
FORUM CLUB OF THE PALM BEACHES- REFUND FOR 10 TICKETS FOR JON MEACHAM EVENT	$	(550.00)
CHAMBER OF COMMERCE OF THE PALM BEACHES- 2 TICKETS TO BUSINESS AFTER HOURS FOR COMMISSIONER CIKLIN	$	30.00
NPB CHAMBER OF COMMERCE- 2 TICKETS TO BUSINESS AFTER HOURS FOR COMMISSIONER CIKLIN	$	30.00
FORUM CLUB OF THE PARKING BEACHES- TABLE OF 10 FOR CHRIS MATTHEWS EVENT	$	550.00
DELTA AIRLINES- FLIGHT FOR COMMISSIONER WALDRON TO ATTEND AAPA CONVENTION IN SANTIAGO, CHILE 10/06-12/2018	$	1,643.91
URBAN LEAGUE OF PBC- 2 TICKETS TO ANNUAL EQUAL OPPORTUNITY LUNCHEON FOR COMMISSIONER ENRIGHT	$	300.00
URBAN LEAGUE OF PBC- 2 TICKETS TO ANNUAL EQUAL OPPORTUNITY LUNCHEON FOR COMMISSIONER RICHARDS	$	300.00
NORTHBRIDGE CENTRE PARKING- PARKING TO ATTEND LUNCH MEETING- JARRA KACZWARA	$	7.00
HILTON- HOTEL STAY WHILE ATTENDING SHIPPING EXECUTIVES CONFERENCE 05/14-16/2018- JARRA KACZWARA	$	330.36
HILTON- PARKING WHILE ATTENDING SHIPPING CONFERENCE- JARRA KACZWARA	$	64.00
DOMINO'S PIZZA- LUNCH FOR CBP MEETING ON 05/08/2018- KEN HERN	$	120.60
HILTON- DINNER MEETING WITH COMISSIONER MCARTHUR AND RIVIERA BEACH COUNCILMAN T.D. DAVIS- M. ALMIRA	$	117.54
BIG APPLE PIZZA- WORKING LUNCH WITH SENIOR STAFF	$	37.46
LAKE PARK PIZZA- LUNCH MEETING REGARDING RIO PROJECT	$	44.76
CHECK # 6205 - 06/14/18	**$**	**6,081.06**

OPERATIONS AND MAINTENANCE FUND:

SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	$	24.99
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	$	24.99
IDEMIA IDENTITY & SECURITY USA, LLC- TWIC BADGE FOR JORDAN ALMODOVAR	$	125.25
TRAFFIC SAFETY STORE- (2) SPEED BUMPS FOR BUILDING #1 PARKING LOT	$	191.86
IDEMIA IDENTITY & SECURITY USA, LLC- TWIC BADGE FOR DEBORAH NEWMAN	$	125.25
IDEMIA IDENTITY & SECURITY USA, LLC- TWIC BADGE FOR CORY PHILLIPS	$	125.25
CROWN FILMS INTERNATIONAL, INC.- ROLL OF FILM FOR PANELS IN CBP AREA OF MOC	$	214.65
EASY REMOVAL SOLUTIONS- BEEHIVE REMOVAL FROM CREW GATE AT CRUISE TERMINAL	$	125.00
SECURITYIMAGING.COM- (25) ID BADGE HOLDERS WITH ARM BAND	$	83.11
WALGREENS- CANDY FOR OFFICE	$	28.86
AMAZON.COM- (2) IPAD CASES AND KEYBOARDS FOR PORT IPADS	$	159.26
THE STAMP MAKER- "PORT'S ORIGINAL" STAMP FOR PURCHASING MANAGER	$	18.43
DOLLAR TREE- SUPPLIES FOR EMPLOYEE BABY SHOWER	$	10.70
ORIENTAL TRADING- SUPPLIES FOR EMPLOYEE BABY SHOWER	$	23.32
APPLE.COM- CHARGER FOR COMMISSIONER ENRIGHT'S PORT IPAD	$	20.33
AMAZON.COM- VARIOUS SUPPLIES FOR MOC 6TH FLOOR	$	87.81
AMAZON.COM- COFFEE CREAMER FOR MOC 6TH FLOOR KITCHEN	$	52.32
WALMART- BEVERAGE REPLENISHMENT FOR MEETING HELD AT PORT	$	37.06
PUBLIX- CANDY FOR EXECUTIVE OFFICES AND EMPLOYEE BABY SHOWER	$	24.79
AMAZON.COM- DISH SOAP FOR MOC 6TH FLOOR KITCHEN AND CHARGERS FOR PORT IPHONES	$	31.66
BARON SIGNS- NEW OFFICE SIGN FOR VENICE HOWARD	$	85.00
AMAZON.COM- STEP STOOL FOR STORAGE ROOM/KITCHEN ON MOC 6TH FLOOR	$	14.02
GREEN PAPER PRODUCTS- RECYCLABLE KITCHEN SUPPLIES	$	102.74
MICHAELS- FRAME FOR EMPLOYEE SERVICE AWARD	$	8.00
INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS- MEMBERSHIP FEE FOR VENICE HOWARD	$	200.00
WALGREENS- SERVICE AWARD FOR PORT EMPLOYEE	$	28.95
APPLE.COM- APPLE CARE FOR PAUL ZIELINSKI'S REPLACEMENT IPAD	$	73.83
U.S. POSTAL SERVICE- ANNUAL RENEWAL OF PORT'S P.O. BOX	$	296.00
APPLE.COM- APPLE CARE FOR MANUEL ALMIRA'S REPLACEMENT IPAD	$	73.83
APPLE.COM- APPLE CARE FOR JEFF BAKER'S REPLACEMENT IPHONE	$	138.03
VARIDESK- SIT/STAND DESK CONVERTER FOR AIDY ALONZO	$	395.00
CHECK # 21329 - 06/14/18	**$**	**2,950.29**

RENEWAL & REPLACEMENT FUND:

CENTRAL RESTAURANT PRODUCTS- REPLACEMENT ICE MACHINE FOR MOC 6TH FLOOR BREAK ROOM	$	1,309.85
CHECK # 2806 - 06/14/18	**$**	**1,309.85**

THE ABOVE CHARGES WERE THROUGH THE MONTHLY **STATEMENT ENDING ON 05/29/18.**

PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 05/29/18

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-4

PREPARED BY: Paul J. Zielinski Deputy Director - CFO July 19, 2018

SUBJECT: **Accountant's Review Report for May 2018**

BACKGROUND: The firm of Divine, Blalock, Martin & Sellari, LLC has performed their monthly accounting services for the Port of Palm Beach District and has issued their review reports for May 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Accountant's Review Report for May 2018 issued by the firm of Divine, Blalock, Martin & Sellari, LLC to the Port of Palm Beach District.

Respectfully Submitted By:

_____
Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous: Yes _____	No _____
Incorporated into Minutes:	_____	By:	_____

GARY B. SELLARI, CPA*/PFS, MSM
J. RONALD ANDERSON, CPA**/ABV, CVA
SCOTT A. STEIN, CPA***

BRADLEY M. ANDERSON, CPA*
VICTORIA BOLSKAR, CPA****, LTD
MARY L. CONTESSA, CPA*, PA
STEVE A. GOINDOO, CPA***/PFS, MTAX, CFP®
TOM KEYS, CPA*, CGMA
CHRISTINE M. MCKENNA, CPA*
SUZI J. RAPP, CPA*, MAC
JAMIE M. RUSSO, CPA*
B. CHARLES SELLARI, CPA*, MTAX
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA***

JACQUELINE CARTIER, EA
ANTHONY J. SELLARI, EA

MARTY A. TAYLOR, CNE, MCSE, MCP+I, A+

Established in 1932
Divine Blalock Martin Sellari LLC
Your gain...our goal!

Certified Public Accountants and Consultants
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
Toll Free: 1-888-686-1115
info@dbmscpa.com

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1898-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI

June 12, 2018

Board of Commissioners
Port of Palm Beach District
1 East 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Port Commissioners:

In accordance with our contract for accounting and auditing of the Port of Palm Beach District, we have reviewed the following for the month of May 2018:

1. Reviewed the monthly bank statement activity.
2. Examined reconciliations of each Port of Palm Beach bank account.
3. Examined all travel vouchers.
4. Examined all cash disbursement vouchers.

We have found no material errors or omissions.

Sincerely,

Michael Daoud

Michael Daoud
Account Manager

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-5

PREPARED BY: Paul Zielinski Chief Financial Officer July 19, 2018

SUBJECT: CONTRACT RENEWALS

A. idSoftware

BACKGROUND:

A. idSoftware provides software support and maintenance for the TWIC fingerprint scanners. The annual cost will remain unchanged at $18,024.00.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: This service is funded out of the FY2018 Operating Budget.

RECOMMENDATION: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute a 1-year contract extension with idSoftware.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

idSoftware Identification Management Systems, LLC<<

QUOTE

QUOTE #	UNSAVED
DATE	6/29/2018

TO

Ken Hern
Port of Palm Beach County
Box 9935
Rivera Beach, FL 33419
Phone:

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
jstrey		Net 30	10/01/2018

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	idSoftware Identification Management Systems: SecureGate Ports, VisCheck Ports and Port Law Enforcement integration - Annual Software Support and Maintenance Contract October 1, 2018 to September 30, 2019 - 9 - 5 M-F	$18,024.00	$18,024.00

SUBTOTAL	$18,024.00
SALES TAX	$0.00
TOTAL	$18,024.00

To accept this quotation, sign here and return: _____

Thank You For Your Business!

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-6

PREPARED BY: Paul Zielinski Chief Financial Officer July 19, 2018

SUBJECT: Contract Report

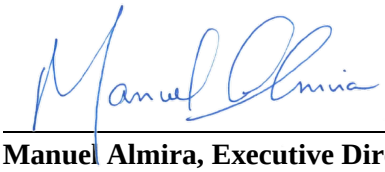
BACKGROUND: Attached is a copy of the Port of Palm Beach Contract Report for review and discussion.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ____X____

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Pending Items								
Gary, Dytrych, & Ryan	Legal Services	Legal Services	Executive Office/Manny Almira	09/10/98	7/31/2018	1	Automatic 1 yr. renewals through 06, 2-yr. renewal 06-08, with increase in rate from $160 - $200 p.h. 1-yr. renewals 09-17 same terms and conditions. Cost is currently $200 per hour.	30 days written notice. **Staff recommends a one-year extension, with no increase.**
Akerman Senterfitt (ASE)	Public Policy Consulting Services	Public Policy Consulting Services	Executive Office/Manny Almira	08/01/11	7/31/2018	1	1 yr. renewals through 2018. Current cost is $36,000 per year.	30 days written notice. **Staff recommends a one-year extension, with no increase.**
Ricoh	M.O.C.	6th Fl. Fax Maintenance Agreement - 4420NF - 11549811-behind receptionist	Finance/Paul Zielinski	09/01/10	9/1/2018	1	Cost is $250.00 annually. No increases through 2016.	30 day written notice. **Issuing notice to cancel.**
Gehring Insurance	3801 PGA Blvd. Suite 807 Palm Beach Gardens, FL 33410	Broker for medical, dental, vision, life, short-term disability policies.	Finance/Paul Zielinski	03/01/02	9/1/2018	N/A	Indefinitely appointed as Broker of Record, 2002. Board can recommend issuance of RFQ at any time.	Board may request to issue RFQ at any time. Will be addressed as part of the 2019 budget.
Meltwater News US Inc.	225 Bush St., #1000 San Francisco, CA 94104	Media and Analytics Monitoring Service	Bus. Development/Jarra Kaczwara	10/01/17	9/30/2018	1	Cost is $7,500.00 annually.	Auto renewal, unless cancelled with 60 days written notice. Pending staff direction.
idSoftware	Southgate Warehouse	Hardware & Software Support and Maintenance - TWIC fingerprint scanners.	Security/Ken Hern	03/01/14	9/30/2018	1	One year renewals thereafter. Current cost $18,024.00 per year.	60 days written notice. **Staff recommends a one-year extension, with no increase.**
Guardian	P.O. Box 677458 Dallas, TX 75267	Provides Port-life ins, short term, long term	Finance/Paul Zielinski	10/01/16	9/30/2018	1		**Will be addressed as part of the 2019 budget.**
Humana/Comp Benefits	P.O. Box 769209 Roswell, GA 30076	Provides Port-paid and employee-paid vision insurance	Finance/Paul Zielinski	10/01/16	9/30/2018	1		**Will be addressed as part of the 2019 budget.**
United Healthcare	DC1-3 Corporate 4800 Deerwood Campus Parkway Jacksonville, FL 32246	Provides Port/employee paid health insurance.	Finance/Paul Zielinski	10/01/16	9/30/2018	1		**Will be addressed as part of the 2019 budget.**
Metlife		Port/employee paid dental insurance	Finance/Paul Zielinski	10/01/16	9/30/2018	1		**Will be addressed as part of the 2019 budget.**
Aspen American Insurance Co.	175 Capital Blvd. #300 Rock Hill, CT	Marine Liability, P&I/Hull Marine and Umbrella $5 Million .	Finance/Paul Zielinski	10/01/16	9/30/2018	1		**Will be addressed as part of the 2019 budget.**
Everbridge, Inc.	Port Wide	Mass Notification/Communications Platform	Ken Hern/Aidy Alonzo	10/27/17	10/26/2018	1	Cost for 12 month subscription is $18,860.00	At any time, after executed quote has terminated.
Nozzle Nolen, Inc.	Chiller Plant	Subterranean Termites	Maintenance/Ken Hern	11/16/12	11/16/2018	1	Initial treatment: $880.00. Cost currently $150.00. 11/2013 - 11/2014 with no increase. 11/2/14 - 11/2/15 w/o increase. Nov. 2015 -Oct. 2016 $157.50. 2016 $160.00. 2017 no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
Social Navigator, Inc.	Port Wide	Open source intelligence platform/Liferaft	Ken Hern/Aidy Alonzo	11/27/17	11/26/2018	1	Cost for 12 month subscription is $19,500.00	At any time, after executed quote has terminated.
Nestle Waters	MOC, POC	Bottled Water Service	Maintenance/Ken Hern	12/13/05	12/12/2018	1	1 yr. contract renewals thru 2012 - Cost is currently $4.99 per bottle delivered plus $4.99 rental per unit or approx. $3,000.00 per year. 12/12 w/o increase. 12/13 1 yr. renewal w/no increase. 2014, 2015, 2016 no increase. 2017 increase in btld. Water from $4.99 to $5.49. Current cost $3,300 per year.	Port shall give Lessor a minimum of 30 days written notice to terminate.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Southern Motive Power LLC	Locomotive 92 Day Service and emergency repairs	Locomotive and inspection service. Keeps up with FRA compliance.	Maintenance/Ken Hern	08/20/11	12/21/2018	1	Orig. cost $1,430.00. 7/12 (1) yr. cost are $1,997.02 due to larger locomotive which requires more filters. 8/13 price increase of $158.26 per every 92 days due to load meter and brake service. 2014/2015/2016/2017 $2,155.28 per yr. with no increases per inspection (Every 3 months) Mechanic $80.00 p/hr., Mechanic Helper $30.00 p/hrs.	Cancellation at any time with written notice.
Southwest Engineers	MOC	Chiller Water Treatment Services	Maintenance/Ken Hern	01/01/07	12/31/2018	1	1 year renewal through 12/10. Cost is currently $3,252.00 per year. 12/12 renewal w/o increase. 12/13 1 yr. renewal w/a 4% increase. Cost is $3,382.08 per yr. 12/14 renewal w/a 4% increase. Cost per year $3,517.32. This is a $135.24 increase per yr. 2015: Annual cost $3,660.00. This is a $142.68 increase over the last year. 5% incr. 2016, annual cost is $3880.00. No increase 2017.	Agreement can be terminated by either party by giving 30 days advance written notice.
Dunbar Armored, Inc.	MOC Office	Armored Car Service	Finance/Paul Zielinski	02/02/15	3/1/2019	1	Monthly rate of $190.00, plus fuel charge/overage charges. 2016: 4.2% increase. $215.41/month. 2016: Endorsement: $230.00 p/m. 2017 - changed to 2 days/wk. new rate $205 per mo. 2018 - $226.15 per month	Written notice of termination is 90 days prior to any anniversary date.
Nozzle Nolen, Inc.	Various Locations: MOC/CT, MOB, POC & S. Gate	Pest Control	Maintenance/Ken Hern	05/02/07	3/10/2019	Monthly	2016: Consolidated Agreement: $433 p/month.($50.00 savings p/m). 1 yr. ext. 2017 - no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
SHI International Corp.	Executive Offices	Agenda management system	Beatrice Greffin/Admin.	03/20/18	3/19/2019	1	Annual start up cost of $5,280 and each year after.	Termination at any time with written notice.
AT&T	Port Wide	Local, long distance and internet	MIS/Richard Laird	03/17/08	3/23/2019	3	Local/long distance/internet combined agreement $3,406.40 per month.	Either party may terminate upon 30 days written notice.
Nozzle Nolen, Inc.	MOC	Subterranean Termites	Maintenance/Ken Hern	4/7/2009	4/6/2019	1	Initial treatment $1,925.00 and $285.00 p/month. 2016: $305.00 p/ month - No increase from 2015	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen, Inc.	Southgate Warehouse	Asian Sub-Termites	Maintenance/Ken Hern	1/20/2008	4/18/2019	1	Initial treatment: $4,275.00. First yr. free with the renewal rate $1,012.00 in 2013. 2 inspections per yr. with 4 additional yrs. 2014 - $1,012.00 per year w/no increase. 2015 - $1,012.00 per year w/no increase . 2016 - $1,012.00 per year w/no increase	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen, Inc.	CT	Subterranean Termites	Maintenance/Ken Hern	4/20/2015	4/19/2019	1	Initial treatment $5,518.00 and $725.00 p/month. 2016: $725.00 p/ month - No increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
idSoftware	Security	Vischeck Visitor Management System for visitors and employees.	Security/Ken Hern	05/01/16	4/30/2019	1	$4,188.00 per year. Covered under 2016 PSGP.	Cancellable at any time, with written notification of effective termination date.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Civic Plus	Web Site	Redesign service agreement plus notification system (integrates SMS, email and social media)	Bus. Development/Jarra Kaczwara	05/01/13	4/30/2019	1	1 year maintenance agreement and full site redesign. After 48 months the port receives a free site redesign. 2015 will renew with a 5% increase. Total will be $4,775.40/2016: $5,013.67/2017, $5,264.35/2018, plus communication platform ($1,990) and SSL certificate ($100) annually	60 day written notice.
Nozzle Nolen	MOC/CT	Termite Agreement/Drywood	Maintenance/Ken Hern	05/07/09	4/30/2019	1	Initial treatment: $800.00. Cost is $175.00 per year. 2012 extended contract w/o increase. 2013 $175.00 w/no increase. 2014 - $175.00 per year w/no increase. 2015 - $175.00 per year w/no increase. 2016 - $175.00 per year w/no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen	South Gate Warehouse, Units 2,3 & 4	Rodent Control and Monitoring	Maintenance/Ken Hern	05/22/18	5/21/2019	1	Initial cost $820. $180 per month.	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen, Inc.	POC/Maintenance	Subterranean Termites	Maintenance/Ken Hern	05/28/13	5/27/2019	1	Subterranean Termites Control at the maintenance building (POC #13): Initial treatment $2,610.00 with $395.00 per year for service. 2014 - $395.00 per year w/no increase. 2015 - $395.00 per year w/no increase. 2016 - $395.00 per year w/no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
Johnson Controls	MOC/CT, Merchants	Fire Pump Test & Inspect	Maintenance/Ken Hern	06/01/11	5/31/2019	1	One year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently $17,590.00 per year. 3 yr. ext.2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase ($20,305)	30 day written notice.
Johnson Controls	MOC/CT, Eastern Frt., POC	Fire Sprinkler System Test and Inspect	Maintenance/Ken Hern	06/01/11	5/31/2019	1	One year renewals through 05, new 3 yr. contract 05, 3% incr. 3 yr. ext. 2011 - 2014- Cost is currently $17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase ($20,305) 2018 1 yr. ext. with 6.5% increase ($21,625)	30 day written notice.
Hilltop Securities (Formerly First Southwest Company (FSC))	MOC	Prep./submission of disclosure reports	Finance/Paul Zielinski	08/04/05	6/14/2019	1	2 yr. renewal through 09. 2011: 5-yr Contract. Cost is currently $1,500.00 per year. 1 yr extensions - 2016, 2017, 2018 - no increase.	30 days written notice.
Florida Court Reporting (FCR)	MOC	Court Reporting Services	Records/Beatrice Greffin	06/16/15	6/15/2019	1	Cost is currently $7,165.00 per year. No increase, 2016, 2017. 2018 1 yr. ext. incr. in p. pg. from $6.00 to $6.50.	30 days written notice.
Iron Mountain	Off-site Location	Records Storage & Retention	Records/Beatrice Greffin	07/01/02	7/1/2019	1	1 yr. renewals through 11 - Cost is around $2,400.00 per year, plus fuel surcharges. 6/12 storage increase of 6.3%. .40¢ per cubic ft. to .42¢ per cubic ft. per month. 2014 renew w/o increase. 2016: .471¢ per cubic ft. and $25.65/month Administrative Fee(Summary Billing) 2017 & 2018- 1 yr. exts. - see fee schedule for list of fees.	Either party may terminate this agreement upon written notice.
Nozzle Nolen, Inc.	Bldg. 12 (Old EFF)	Dry wood Termite	Maintenance/Ken Hern	08/06/15	8/5/2019	1	Original cost -Initial treatment $1,170.00. Renewal option for $225.00 @ yr. (Rates may vary after the first year) 2016: $225.00/ Yr. (Continuous protection)	30 days written notice by either party.
Vesseltracker.com	Port Wide	Access to vesseltracker.com network, for vessel management	Operations/Ken Hern	05/10/18	5/9/2020	2	N/A	Cancellation by either party at any time with 90 days written notice

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Greyson Technologies	Server Room	Network Consulting Services	MIS/Richard Laird	05/15/17	5/14/2020	3	Rate $175.00 per hour.	Cancellation at any time with written notice specifying effective termination date.
Netphone Communications	Port Wide	Low Voltage Computer Cabling and Fiber Optic Cabling Installation/Replacement Services	MIS/Richard Laird	06/14/17	6/13/2020	3	Rate: $45.00	Cancellation at any time with written notice specifying effective termination date.
Thyssenkrupp Elevator	MOC/Southgate	Elevator/Escalator Services	Maintenance/Ken Hern	07/07/17	7/6/2020	3	$4079.43/month	Cancellable at any time with written notice specifying effective termination date.
The Mariner Group, LLC	1301 Gervalis Street, Suite 502, Columbia, SC 29201	Command Bridge cloud based software (remote access) which consolidates all the various security hardware and software.	Security/Ken Hern	07/31/15	07/30/20	5 Yrs.	May extend term by mutual agreement or extend the period of a particular task order. Pricing for individual task order will be issued will be established in each task order.	30 days written notice
IKON Office Solutions (Ricoh)	MOC, POC, Security	Port wide copier agreement - 4th floor - 1035, 2nd floor - 2018, POC - 3500.	Finance/Paul Zielinski	09/01/15	8/31/2020	5	Cost is $234.00 per month, for all machines. 8/12 monthly increase to $269.10 which is a $35.10 month increase. 8/13 current monthly cost is $269.10 with an increase of $20.19 with the total cost of $289.29. 8/14 current cost is $289.29 for 3 copiers with an increase of $43.40 totaling $332.69 per month.2015 (Sept): Renewal cost $1808.28 which is a $164.40 increase over last year. 2015 (Nov) Entered into a 5yr agreement replacing old machines and old contract.	30 day written notice
PowerSecure Service, Inc.	MOC/Southgate	Quarterly Generator Inspections	Maintenance/Ken Hern	12/01/13	5/2/2021	3	1 yr. renewals thereafter till present. Cost is currently $5,380.00 per year for four quarterly inspections. Inspection includes the MOC and South Gate Generators. 12/12 w/o increase. Hourly rate decreased to $70.00 hr. 2013 - 2014 no increase. 2014 - 2015 2% increase for hourly rate to $85.00. 2015-2016, no increase. New agree./May 2017 - rate increase to $95.00 hr. 2018 3-yr. ext., rate from $95/hr to $105/hr.	Either party may terminate this agreement upon a 30 day written notice.
O'hara Landscape & Maintenance, Inc.	MOC	Landscape Services	Maintenance/Ken Hern	06/01/18	5/31/2021	3	Cost is $785 per month.	Either party may terminate this agreement upon a 30 day written notice.
Gilly Vending, Inc.	MOC/CT	Vending Services	Operations/Ken Hern	06/15/18	6/14/2021	3	Port receives 21% commission.	Contract shall be renewable for one additional year at the option of Owner, upon written notice to Contractor, prior to termination.
Palm Beach County	Security	Interlocal Agreement - Direct Access to County's Public Safety Trunked Radio System (formerly 800 MHZ Public Safety Radio System). R-2005-1338 R-2009-1086 - R-2013-1017	Security/Ken Hern	07/12/05	7/11/2021	4	4 yr. renewals in 2009 and 2013. Renewal & repl. fee $211.42/per unit and system maintenance is $226/per unit. The Port owns 45 portable radios. Annual cost is $19,683.90/annually 2017 - 2021.	Agreement can be terminated by either party with or w/o cause. Shall be effective only on Oct 1st of any yr. with a 6 mo. notice. At least 8mo. prior to expiration, port shall provide the County a request to renew.
Earth Systems, Inc.	Engineering	Environmental Services	Engineering/Jose Soler	02/27/17	02/26/22	5	Project Engineer $94.00 per hour (see contract file for other personnel rates)	90 calendar days written notice
Bowman Consulting Group, LTD	Port Wide	Professional surveying & mapping	Engineering/Jose Soler	03/01/17	2/28/2022	5	Project manager $150.00 per hour (see contract file for other personnel rates)	At any time with written notice specifying effective termination date.
Ricoh	MOC	Lease/service agreements - MPC4503 -6th Floor color copier/behind recept. and MP7502 - 6th floor copier/copy room.	Finance/ Paul Zielinski	09/01/11	9/1/2022	5	Bid out in 2014. MPC4503 - $175.71 per mo. & MPC7502 - $178.05 per mo. New 5 yr. lease agreements/2017 - Color $227.13 p.m., B&W $175.71 p.m.	30 days written notice.
Landmark Elevator Consultants	MOC/Southgate	State mandated elevator/escalator inspection/reports and witness five-year safety tests	Maintenance/Ken Hern	4/1/2013	4/19/2023	5	5 year agreement. Cost is $160 per unit/state inspection/witness annual safety test, $95/hr 5-yr safety test and $75 re-inspection fee. 2018 5-yr ext. with incr. in 5-yr safety test from $85 to $95	48-hour written notice of cancellation.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Wells Fargo	MOC	Banking Services	Finance/Paul Zielinski	02/01/06	4/30/2018	Monthly	Fees may vary. The Port exercised its one year renewal option No additional cost to the Port. 2 year extension in 2010, through 2013. 6 mo. ext. through 4/30/18.	Can be terminated with 90 days' written notice by either party.
Morpho Trust	TWIC Office	TWIC Enrollment Services	Security/Ken Hern	11/21/11	Until Terminated	Monthly	Port paid: $7 per enrollment, $5 per activation (2011) $5 per applicant/HazPrint (2013)	Either party may terminate at any time, with 90 days written notice.
Jacobs (Formerly CH2M)	Port Wide	Consulting Engineers	Engineering/Jose Soler	03/11/08	Until Terminated	N/A	New contract 2008.	90 days written notice
Kimley Horn	Port Wide	Engineering Services/Work of a Specified Nature	Engineering/Jose Soler	03/15/18	Until Terminated	N/A	New contract 2018.	At any time for convenience.
Palm Beach Post	M.O.C.	Advertising Contract	Bus. Development/Jarra Kaczwara	01/13/98	Until Terminated	N/A	N/A	30 days written notice
Spectrum Municipal Services	M.O.C.	Financial Advisor	Finance/Paul Zielinski	04/20/00	Until Terminated	N/A	N/A	60 days written notice
Waste Management	300 Middle Road	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	Cruise Terminal	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	M.O.B.	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	M.O.C.	Dumpster Service	Maintenance/Ken Hern	02/12/02	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	Southgate Warehouse	Dumpster Service	Maintenance/Ken Hern	02/18/09	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	MOC	Recycling Dumpster and Bin	Maintenance/Ken Hern	01/17/18	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Sheriff of P.B.C.	Port Services	NICB Processing	Security/Ken Hern	06/17/99	No Exp. Date	N/A	Original contract 6/99.	30 days written notice
AFLAC	1932 Wynnton Road Columbus, GA 31999	Provides voluntary, employee-paid, policies to Port staff	Beatrice Greffin/ Human Resources	???	4/1/2001	Open	Optional insurance for employees: cancer, hospitalization, etc.	N/A
AIG Valic Financial Advisors, Inc.	2929 Allen Parkway Houston, TX 77019	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	05/01/06	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
AXA Equitable	1290 Avenue of the Americas New York, NY 10104	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	???	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
Coach Comp America	400 N Congress Avenue, # 110 West Palm Beach, FL 33401	Provides screenings for on-the-job injuries (Workers' Compensation)	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Used for workers comp injury claims	N/A
Mobile Drug Testing	9910 Alt A1A, Suite 702-PMB107 Palm Beach Gardens, 33410	Provides pre-employment and post-accident drug screenings	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Drug free workplace provider	N/A
Manpower	1905 Broadway Riviera Beach, FL 33404	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for basic labor workers - bill rate $15.39	N/A
Express	2540 Metrocentre Blvd. Ste. 3 WPB FL 33407	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for janitorial workers - bill rate $19.15	N/A

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-7

July 19, 2018

PREPARED BY: Jarra Kaczwara — Sr. Director, Business Development/Communications
Venice Howard — District Clerk/Records Administrator

SUBJECT: **Business Development**

BACKGROUND: The following items are presented for approval and/or ratification:

Compass	Stonewall Ball *(4 tickets at $75.00 each)*	June 30, 2018

Trade Events

Forum Club	Tickets & Events	July/August 2018
Economic Council	Tickets & Events	July/August 2018
Economic Forum	Tickets & Events	July/August 2018
Business Development Board (BDB)	Tickets & Events	July/August 2018
Convention & Visitors Bureau	Tickets & Events	July/August 2018
Member Chambers of Commerce	Tickets & Events	July/August 2018
Navy League	Tickets & Events	July/August 2018
International Business Council	Tickets & Events	July/August 2018
Women's Transportation Seminar (WTS)	Tickets & Events	July/August 2018

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budgets.

ADDITIONAL INFORMATION ATTACHED: No __X__ Yes_____

RECOMMENDATION: The Board of Commissioners is respectfully requested to approve and/or ratify the above listed trade events, seminars and conferences.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes_____ No_____
Incorporated into Minutes: _____ By: _____

Compass Presents

STONEWALL Ball

30 • JUNE • 2018

HARRIET

HIMMEL THEATER

CITYPLACE, WEST PALM BEACH

30 YEARS

7PM VIP AWARDS RECEPTION
& SILENT AUCTION

HOSTED BY
VIRGINIA SINICKI
THE KVJ SHOW ON 97.9 WRMF

2018 HONOREES
CAROLE BENOWITZ
MICHAEL BROWN MEMORIAL FACES OF THE COMMUNITY AWARD

ERICA WHITFIELD
COMPASS LEADERSHIP AWARD

$75

9PM DANCE PARTY

MUSIC BY
DJ LEGATO FROM HITS 97.3 MIAMI

PERFORMANCES BY
MISS PALM BEACH PRIDE 2018, RIANNA PETRONE
MISS PALM BEACH PRIDE 2016, VELVET LENORE
FIRST LADY OF THE PALM BEACHES, MELISSA ST. JOHN

$30

Celebrity Cruises
RSJ Plastic Surgery of Palm Beach County
GILEAD
LIVE PROUD VODKA
ken keffer A GOURMET CATERING COMPANY
Lawlor & Associates 561.372.3500
J&G THE BEAUTY LOFT JUSTIN & GREG

SMART RIDE XV 2003 ANNIVERSARY

Business Development Program Budget
Allocation of Funds for Ticket Purchases
FY 2018

Organization		BJC	JLE	KMW	PWM	WMR	Approval Date
		$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	
	Request Date						
Homeless Coaliton Palm Beach County Mayor's Ball	3/2/2018			$ 600.00		$ 600.00	3/15/2018
Urban League of Palm Beach County	5/16/2018					$ 300.00	6/14/2018
Stonewall Ball	6/13/2018			$ 150.00			7/19/2018
Stonewall Ball	6/18/2018		$ 150.00				7/19/2018
BALANCE		**$1,000.00**	**$ 850.00**	**$ 250.00**	**$1,000.00**	**$ 100.00**	

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-8

PREPARED BY: Aidy Alonzo Communications Manager July 19, 2018

SUBJECT: **Public Relations & Marketing**

Meltwater Reports for June 2018

- Media: 147 mentions | 145,861,066 potential reach
- Social: 205 mentions, including 97 Tweets

Social Media Metrics for June 2018

- Facebook: 2,666 Total Likes | 60 New Likes | 7,939 Engagement | 72,100 Weekly Reach
- Twitter: 24 Tweets | 20,800 Impressions | 1,431 Profile Visits | 1,810 Followers
- Instagram: 17 Posts | 1,022 Followers | 26 New Followers | 566 Engagement

Email Newsletters

- June 5 & 12 AAPA: Seaports Advisory
- June 6 Leadership Palm Beach County: News & Updates
- June Palm Beach County Film and Television Commission: Focus on Film

Correspondence

- June 17 Letter from Haiti Cholera Research Funding Foundation
- June 28 Letter from AAPA

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

FINANCIAL IMPACT: n/a

RECOMMENDATION: For Information Only

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

Meltwater Coverage Summary | June 2018

TOTAL REACH & AD VALUE

POTENTIAL REACH	AD VALUE
145,861,066	**$1,349,215**

TOTAL NEWS ITEMS BY MEDIA TYPE

Online	147
Social	205
Total	**352**

TOTAL NEWS BY MEDIA TYPE %

Online	41.76%
Social	58.24%
Total	**100%**

ONLINE HIGHLIGHTS

Articles	Reach
Washington Post | June 27 | Travel Deals: Bahamas Paradise Cruise Line has eliminated its single supplement	35,553,176
USA Today | June 18 | Cruise ship tours: Bahamas Paradise Cruise Line's Grand Classica	26,518,129
USA Today | June 27 | Bahamas Paradise Cruise Line touts deal for solo travelers	26,518,129
Cruise Critic | June 11 | Bahamas Paradise Cruise Line Improves Internet, Makes it Free for Crew	1,252,894

REACH & AD VALUE BREAKDOWN

Month	Reach	Ad Value
October 2017	20,721,934	$191,678
November 2017	106,047,434	$980,939
December 2017	171,290,153	$1,584,434
January 2018	171,520,468	$1,586,564
February 2018	21,444,214	$198,359
March 2018	14,661,969	$135,623
April 2018	70,627,013	$1,240,488
May 2018	56,400,276	$521,703
June 2018	145,861,066	$1,349,215
July 2018	-	-
August 2018	-	-
September 2018	-	-
Total	**778,574,527**	**$7,789,003**

MELTWATER REPORT - JUNE 2018

Date	Headline	URL	Publication	Country	Reach
1-Jun-2018	Six New Clients Retain Lou Hammond Group	https://www.agilitypr.com/pr-agency-new	Agility PR Solutions	Canada	35,856
6-Jun-2018	Tethys Expands Physical Bunker Supply Footprint	https://shipandbunker.com/news/am/313	Ship & Bunker	Canada	13,675
7-Jun-2018	US News A Russian Oligarch's $500 Million Yacht Is in the Middle of Britain's Costliest Divorce	http://uk.pressfrom.com/news/world/us-r	PressFrom	United Kingdom	3,598
8-Jun-2018	Latin Music Star to Perform on Bahamas Paradise Cruise Line	https://www.travelagentcentral.com/cruis	Travel Agent Central	United States	44,392
8-Jun-2018	Tethys expands MGO deliveries to Port Everglades	http://www.bunkerindex.com/news/article	Bunker Index	United Kingdom	5,809
10-Jun-2018	Bahamas Paradise Cruise Line Improves Internet, Makes it Free for Crew	https://www.cruisecritic.com.au/news/ne	Cruise Critic	Australia	78,663
11-Jun-2018	Bahamas Paradise Gives Crew Free Internet	https://www.cruiseindustrynews.com/cru	Cruise Industry News	United States	18,920
11-Jun-2018	Cruise Line Rolls Out Free Internet for Crew Members	https://www.cruisehive.com/cruise-line-r	Cruise Hive	United States	10,748
11-Jun-2018	Free high-speed Wi-Fi for Bahamas Paradise Cruise Line crew	http://www.seatrade-cruise.com/news/ne	Seatrade Cruise News	United Kingdom	15,418
11-Jun-2018	Bahamas Paradise Cruise Line Improves Internet, Makes it Free for Crew	https://www.cruisecritic.com/news/news.	Cruise Critic	United States	1,252,894
11-Jun-2018	Bahamas Paradise Cruise Line Launches High-Speed Wi-Fi	https://www.travelagentcentral.com/cruis	Travel Agent Central	United States	44,392
11-Jun-2018	Bahamas Paradise Cruise Line's Crew Stays Connected Onboard With Free Internet Services	http://www.latecruisenews.com/2018/06/	Late Cruise News	Italy	1,047
12-Jun-2018	Cruise Line Gives Crew Free Internet	https://cruiseradio.net/cruise-line-gives-c	Cruise Radio	United States	33,291
12-Jun-2018	Cruise Line Rolls Out Free Internet for the Crew	https://cruisefever.net/cruise-line-rolls-ou	Cruise Fever	United States	45,676
14-Jun-2018	Cruise Line Gives Crew Free Internet	http://intravelreport.blogspot.com/2018/0	IN Travel Report	Singapore	-
15-Jun-2018	First Impressions of Brightline: Riding the Rails in South Florida	https://www.travelagentcentral.com/trans	Travel Agent Central	United States	44,392
15-Jun-2018	Set Sail with Bahamas Paradise Cruise Line This Summer: Promotions, Events & Giveaways	http://www.latecruisenews.com/2018/06/	Late Cruise News	Italy	1,047
15-Jun-2018	Tethys Supply And Marketing, Llc Expands Marine Gasoil Supply Operations To Port Everglades	https://www.hellenicshippingnews.com/te	Hellenic Shipping News Worldwide	Greece	38,060
15-Jun-2018	Tethys Supply And Marketing, Llc Expands Marine Gasoil Supply Operations To Port Everglades	http://www.bunkerportsnews.com/News.	Bunker Ports News Worldwide	Greece	2,137
18-Jun-2018	Bahamas Paradise Cruise Line Sets New Summer Promos, Events, Giveaways	http://www.insidertravelreport.com/baha	Insider Travel Report	United States	6,104
18-Jun-2018	Bahamas Paradise Cruise Line Announces Summer Deals	https://www.travelagentcentral.com/cruis	Travel Agent Central	United States	44,392
18-Jun-2018	Cruise ship tours: Bahamas Paradise Cruise Line's Grand Classica	https://www.tallahassee.com/picture-gall	Tallahassee Democrat	United States	225,336
18-Jun-2018	Cruise ship tours: Bahamas Paradise Cruise Line's Grand Classica	https://www.usatoday.com/picture-galler	USA Today	United States	26,518,129
18-Jun-2018	Cruise ship tours: Bahamas Paradise Cruise Line's Grand Classica	https://www.stargazette.com/picture-gall	Star-Gazette	United States	17,991
18-Jun-2018	State, local political candidates must file this week	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	166,887
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.thetowntalk.com/story/travel	The Town Talk	United States	31,329
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.lohud.com/story/travel/cruis	LoHud.com	United States	259,630
19-Jun-2018	Bahamas Paradise Cruise Line Waives Single Supplement On Sailings	https://www.cruisecritic.com.au/news/ne	Cruise Critic	Australia	78,663
19-Jun-2018	Set Sail with Bahamas Paradise Cruise Line	http://www.jetsettersblog.com/blog/cruis	Jetsettersblog	United States	1,063
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wbir.com/article/news/nation	WBIR.com	United States	150,697
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.floridatoday.com/story/trave	Florida Today	United States	237,022
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.htrnews.com/story/travel/cru	HTR Media	United States	20,420
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.visaliatimesdelta.com/story/	Visalia Times-Delta / Tulare Advance-Register	United States	78,249
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.kgw.com/article/news/nation	Kgw.com	United States	311,224
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.pal-item.com/story/travel/cru	Pal-Item	United States	13,380
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.king5.com/article/news/natio	King5.com	United States	432,543
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.thestarpress.com/story/trav	The Star Press	United States	32,243
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.ithacajournal.com/story/trav	Ithaca Journal	United States	32,836
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.courier-journal.com/story/tra	Courier-Journal	United States	401,127
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.ksdk.com/article/news/natio	KSDK.com	United States	184,186
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.kare11.com/article/news/nat	Kare11.com	United States	307,553
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.kens5.com/article/news/nati	Kens5.com	United States	99,519
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.democratandchronicle.com/	Democrat and Chronicle	United States	457,324
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.12newsnow.com/article/new	12NewsNow.com	United States	20,746
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.9news.com/article/news/nat	9News.com	United States	442,057
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.cincinnati.com/story/travel/c	Cincinnati Enquirer	United States	752,651
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.news-leader.com/story/travel/cr	Springfield News-Leader	United States	143,995
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://ux.postcrescent.com/story/travel/	Post-Crescent	United States	89,812
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.theadvertiser.com/story/trav	The Advertiser	United States	63,121
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.kitsapsun.com/story/travel/cruis	Kitsap Sun	United States	82,450
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.delawareonline.com/story/travel	Delawareonline.com	United States	576
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.statesmanjournal.com/story/	Statesman Journal	United States	135,260
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wfaa.com/article/news/natio	Wfaa.com	United States	425,950
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.redding.com/story/travel/cruises	Record Searchlight	United States	47,556
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.kcentv.com/article/news/nat	KCENTV.com	United States	29,700
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.kvue.com/article/news/natio	KVUE.com	United States	180,472
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.hometownlife.com/story/trav	HometownLife.com	United States	35,900
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.thedailyjournal.com/story/travel/	The Daily Journal	United States	16,899
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.tennessean.com/story/travel/cru	The Tennessean	United States	1,722,024
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://ux.freep.com/story/travel/cruises/	Detroit Free Press	United States	2,877,810

19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.reporternews.com/story/travel/c	Abilene Reporter-News	United States	26,043
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.greenvilleonline.com/story/tr	Greenville Online	United States	124,575
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.usatoday.com/story/travel/c	USA Today	United States	26,518,129
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.stargazette.com/story/travel	Star-Gazette	United States	17,991
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.tallahassee.com/story/travel	Tallahassee Democrat	United States	225,336
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	http://ux.poughkeepsiejournal.com/story/	The Poughkeepsie Journal	United States	85,941
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.ruidosonews.com/story/trav	Ruidoso News	United States	7,172
19-Jun-2018	Bahamas Paradise Cruise Line's new Grand Classic ship tour	https://www.desertsun.com/story/travel/c	The Desert Sun	United States	255,005
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wcnc.com/article/news/natio	WCNC.com	United States	92,355
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wkyc.com/article/news/natio	WKYC.com	United States	183,425
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wltx.com/article/news/nation	Wltx.com	United States	75,391
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.13newsnow.com/article/new	13NewsNow.com	United States	78,412
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.thv11.com/article/news/natio	Thv11.com	United States	62,454
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.12news.com/article/news/na	12news.com	United States	157,760
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.firstcoastnews.com/article/n	First Coast News	United States	129,758
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.11alive.com/article/news/na	11Alive	United States	335,291
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wtsp.com/article/news/natio	WTSP.com	United States	182,829
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wzzm13.com/article/news/na	WZZM 13	United States	133,419
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.kiiitv.com/article/news/natio	Kiii-tv.com	United States	52,137
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.myfoxzone.com/article/news	MyFoxZone.com	United States	4,836
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.cbs19.tv/article/news/nation	CBS 19	United States	21,460
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wfmynews2.com/article/new	WFMY News 2	United States	127,523
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.wusa9.com/article/news/nat	Wusa9	United States	218,781
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.newscentermaine.com/articl	NewsCenterMaine.com	United States	47
19-Jun-2018	Cruise ship tours: Inside Bahamas Paradise Cruise Line's Grand Classica	https://www.whas11.com/article/news/na	WHAS11.com	United States	92,432
20-Jun-2018	Bahamas Paradise Cruise Line Waives Single Supplement On Sailings	https://www.cruisecritic.com/news/news.	Cruise Critic	United States	1,252,894
20-Jun-2018	No Single Supplement on Bahamas Paradise Cruise Line	http://www.msn.com/en-us/travel/news/n	Travel - msn - MSN.com	United States	330,542
20-Jun-2018	No Single Supplement on Bahamas Paradise Cruise Line	https://www.travelpulse.com/news/cruise	TravelPulse	United States	88,167
20-Jun-2018	Bahamas Paradise Eliminates Single Supplement Fees	https://www.cruiseindustrynews.com/cru	Cruise Industry News	United States	18,920
20-Jun-2018	Bahamas Paradise Cruise Line Introduces New Promotions and Events	http://www.cruisemapper.com/news/421	Cruise Mapper	United States	139,571
21-Jun-2018	Want to sail alone? Bahamas Paradise Cruise Line waives surcharge for solo travelers	http://www.sun-sentinel.com/business/fl-	Sun Sentinel	United States	1,239,901
21-Jun-2018	Bahamas Paradise Cruise Line Eliminates Single Supplement Fees on All Sailings in Oceanview Staterooms	http://www.latecruisenews.com/2018/06/	Late Cruise News	Italy	1,047
21-Jun-2018	MGO supplier expands operations in Florida ahead of 2020	https://www.marinelog.com/index.php?o	Marine Log	United States	14,997
21-Jun-2018	TSHD Atchafalaya Busy at Port of Palm Beach	https://www.dredgingtoday.com/2018/06	Dredging Today	Netherlands	13,986
22-Jun-2018	State and local candidates on 2018 ballot	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	166,887
22-Jun-2018	Cruise Line Eliminates Single Supplement Fees Across All Itineraries	https://www.cruisehive.com/cruise-line-e	Cruise Hive	United States	14,100
25-Jun-2018	Cruise Line Eliminates Single Supplement Fees on Cruises	https://cruisefever.net/cruise-line-elimina	Cruise Fever	United States	45,676
27-Jun-2018	Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel	https://www.washingtonpost.com/lifestyl	The Washington Post	United States	35,553,176
27-Jun-2018	Form N-CSR DREYFUS MUNICIPAL BOND For: Apr 30	https://www.streetinsider.com/SEC+Filin	StreetInsider.com	United States	235,374
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.floridatoday.com/story/trave	Florida Today	United States	237,022
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.lohud.com/story/travel/cruis	LoHud.com	United States	259,630
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.thestarpress.com/story/trav	The Star Press	United States	32,243
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.courier-journal.com/story/tra	Courier-Journal	United States	401,127
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.ithacajournal.com/story/trav	Ithaca Journal	United States	32,836
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.pal-item.com/story/travel/cru	Pal-Item	United States	13,380
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.cincinnati.com/story/travel/c	Cincinnati Enquirer	United States	752,651
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.ksdk.com/article/news/natio	KSDK.com	United States	184,186
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.kvue.com/article/news/natio	KVUE.com	United States	180,472
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.9news.com/article/news/nat	9News.com	United States	442,057
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	http://ux.kitsapsun.com/story/travel/cruis	Kitsap Sun	United States	82,450
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wfaa.com/article/news/natio	Wfaa.com	United States	425,950
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	http://ux.news-leader.com/story/travel/cr	Springfield News-Leader	United States	143,995
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.kcentv.com/article/news/nat	KCENTV.com	United States	29,700
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.kens5.com/article/news/nati	Kens5.com	United States	99,519
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.kgw.com/article/news/nation	Kgw.com	United States	311,224
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.12newsnow.com/article/new	12NewsNow.com	United States	20,746
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.king5.com/article/news/natio	King5.com	United States	432,543
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.democratandchronicle.com/	Democrat and Chronicle	United States	457,324
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.kare11.com/article/news/nat	Kare11.com	United States	307,553
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	http://ux.redding.com/story/travel/cruises	Record Searchlight	United States	47,556
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	http://ux.thedailyjournal.com/story/travel/	The Daily Journal	United States	16,899
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	http://ux.delawareonline.com/story/travel	Delawareonline.com	United States	576
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://ux.postcrescent.com/story/travel/	Post-Crescent	United States	89,812
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.usatoday.com/story/travel/c	USA Today	United States	26,518,129

27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.stargazette.com/story/travel	Star-Gazette	United States	17,991
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.desertsun.com/story/travel/c	The Desert Sun	United States	255,005
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	http://ux.poughkeepsiejournal.com/story/	The Poughkeepsie Journal	United States	85,941
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.13newsnow.com/article/new	13NewsNow.com	United States	78,412
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.cbs19.tv/article/news/nation	CBS 19	United States	21,460
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.firstcoastnews.com/article/n	First Coast News	United States	129,758
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wusa9.com/article/news/nat	Wusa9	United States	218,781
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wkyc.com/article/news/natio	WKYC.com	United States	183,425
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.thv11.com/article/news/natio	Thv11.com	United States	62,454
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.kiiitv.com/article/news/nation	Kiii-tv.com	United States	52,137
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wzzm13.com/article/news/na	WZZM 13	United States	133,419
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wltx.com/article/news/nation	Wltx.com	United States	75,391
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.11alive.com/article/news/na	11Alive	United States	335,291
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.12news.com/article/news/na	12news.com	United States	157,760
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.newscentermaine.com/articl	NewsCenterMaine.com	United States	47
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wbir.com/article/news/nation	WBIR.com	United States	150,697
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wcnc.com/article/news/natio	WCNC.com	United States	92,355
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.whas11.com/article/news/na	WHAS11.com	United States	92,432
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.myfoxzone.com/article/news	MyFoxZone.com	United States	4,836
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wtsp.com/article/news/natio	WTSP.com	United States	182,829
27-Jun-2018	Bahamas Paradise Cruise Line touts deal for solo travelers	https://www.wfmynews2.com/article/new	WFMY News 2	United States	127,523
29-Jun-2018	Resign-to-run law forces Peyton McArthur out of PBC commission race	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	166,887

Total Reach	141,332,992
Mentions	146

SEAPORTS AAPA ADVISORY
A WEEKLY DIGEST OF PORT NEWS AND INDUSTRY TRENDS

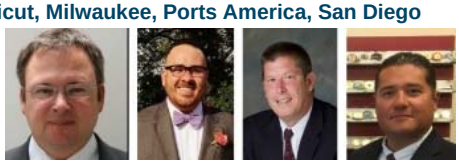
June 5, 2018

AAPA Lunch and Learn



The Port of Galveston hosted a lunch-and-learn to educate their staff on how AAPA can help support their work in the maritime industry. AAPA's Chief Engagement Officer Mary Beth Long led a discussion on how members can get involved in technical committees, attend educational programs and become certified in our Professional Port Manager Program. If you are interested in hosting a lunch-and-learn or a visit from AAPA at your port, please contact Meredith Martino.

Port People: Connecticut, Milwaukee, Ports America, San Diego



Evan Matthews, the executive director of the Connecticut Port Authority has been named president of the North Atlantic Ports Association. Port Milwaukee and Mayor Tom Barrett appointed Adam Schlicht as municipal port director. The Ports America Group, Inc. announced the appointment of Mark Montgomery as president and CEO. The Port of San Diego Harbor Police Department named Corporal Armando Ramirez the 2018 Officer of the Year.

Cargo Stats: Florida Ports Council, New York New Jersey

The Florida Ports Council released "Connecting Commerce: The 2018-2022 Five-Year Florida Seaport Mission Plan" providing updated figures on international trade, cargo data and cruise activity at Florida's seaports, showing increases in both cargo and cruise. The Port of New York New Jersey hit another monthly record in April 2018. Total volume for the month of April was 551,117 TEUs.

Environment: Long Beach, Vancouver

The Port of Long Beach was recognized recently as the "Best Green Seaport" in the world at the 32nd annual Asian Freight & Supply Chain Awards hosted in Shanghai by the *Asia Cargo News* shipping trade publication. The Vancouver Fraser Port Authority is hosting three public open houses on proposed amendments to its Land Use Plan for seven sites acquired this year in the District of North Vancouver, Port Coquitlam, Delta, Richmond and Surrey.

Port Partnerships: Manatee



Port Manatee is actively enhancing its relationship with Argentina, its No. 1 source of imports, as an Argentine diplomat sees fortifying the U.S. Gulf Coast port's role in linking Latin America's second-most-populous nation with burgeoning Central and Southwest Florida markets.



Visit the AAPA Career Center for Current Port Employment & Business Opportunities

Chief, Seaport Financial Perfomance and Strategic Management, Miami, Florida; PortMiami

Director of Business Development, Galveston, Texas; Port of Galveston

MPA Electro-Mechanical Crane Technician I (Electrical Option), Baltimore, Maryland; Maryland Department of Transportation

Director of Human Resources, Corpus Christi, Texas; Port of Corpus Christi
Learn More...

Visit AAPA's Website for Current Public Port & Affiliated Business Press Releases

John Reed Named BND Commission Chairman
Brownsville, Texas
May 17, 2018

JAXPORT container volumes continue double-digit growth
Jacksonville, Florida
May 3, 2018

Port of New Orleans Celebrates Special Tri-centennial Maritime Month
New Orleans, Louisiana
May 3, 2018
Learn More...



American Association of Port Authorities
la Asociación Americana de Autoridades Portuarias
1010 Duke Street, Alexandria, VA 22314-3589
T: 703-684-5700 F: 703-684-6321
E: info@aapa-ports.org
W: www.aapa-ports.org

AAPA American Association of Port Authorities
Alliance of the Ports of Canada, the Caribbean, Latin America and the United States

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SEAPORTS AAPA ADVISORY
A WEEKLY DIGEST OF PORT NEWS AND INDUSTRY TRENDS
June 12, 2018

Shared Quarters Recap



AAPA partnered with the National Maritime Consortium of Community Colleges to put on Shared Quarters - National Maritime Workforce Conference on June 5-6 outside Houston, Texas. Shared Quarters was hosted by San Jacinto College and Texas A&M University Galveston. AAPA's Professional Development Board Chairmen Noel Hacegaba from the Port of Long Beach kicked off the Conference and highlighted AAPA's efforts to promote workforce development through the Professional Port Manager® Program and industry partnerships. Later in the conference, Erik Stromberg the Executive Director of Lamar University's Center for Advances in Port Management and former AAPA CEO, spoke about how Lamar's master's program is helping to fill the gaps in port management education. AAPA will continue to build partnerships and collaborate with industry leaders to develop and promote the maritime workforce.

AAPA Communications Awards Program Results



AAPA has notified 25 of its member seaports that they've earned awards for exemplary communications projects and programs as part of the trade association's 52nd annual Communications Awards Program. The recipients of the 2018 Overall Award of Communications Excellence trophies - the top awards in AAPA's Communications Awards Program – are: Southern California's Port of San Diego (Category 3); Southwest Washington's Port of Longview (Category 2); and the Port of Grays Harbor (Category 1), on Washington's Pacific Coast. Each of the three awardees represent a different category of port, based on the size of its public relations/advertising/marketing budget.

Port Projects: Connecticut, Los Angeles, Long Beach



The Connecticut Port Authority has officially released a Request for Proposals (RFP) seeking parties interested in developing, financing and operating State Pier in New London under a long-term operating agreement. The Port of Los Angeles celebrated the completion of the $15.6 million Harbor Boulevard Roadway Improvements Project. The Port of Long Beach released a draft study examining a proposal by Toyota Logistics Services to reconfigure its facility at Pier B and build a renewable fuel-cell power plant and hydrogen fueling station.

Workforce Development: Canaveral, Oakland



Texas A&M Maritime Academy cadets and their faculty sailed into Port Canaveral aboard the U.S. Maritime Service Training Ship Kennedy, marking the first arrival of the vessel at the port. Port of Oakland Executive Director Chris Lytle spoke at Central Washington University's Kent, Wash., commencement and urged college graduates to reject "extreme protectionism," calling it damaging and futile.

Environment: Everglades, Vancouver USA

Port Everglades's new real-time oceanographic equipment and data are now live thanks to an advanced sensor device developed and installed by the National Oceanic and Atmospheric Administration. The Port of Vancouver USA has demonstrated its continued commitment to sustainable business practices and highlighted successes with its annual "We Can!" report.



Visit the AAPA Career Center for Current Port Employment & Business Opportunities

Chief, Seaport Financial Perfomance and Strategic Management, Miami, Florida; PortMiami

Director of Business Development, Galveston, Texas; Port of Galveston
Learn More...

Visit AAPA's Website for Current Public Port & Affiliated Business Press Releases

JAXPORT names new Chief Commercial Officer
Jacksonville, Florida
June 11, 2018

Harbor Commissioners Approve Fiscal Year 2018-19 Budget for Port of Los Angeles
San Pedro, California
June 7, 2018

Port of San Diego Celebrates Great Outdoors Month in June
San Diego, California
June 5, 2018
Learn More...



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E: info@aapa-ports.org
W: www.aapa-ports.org

AAPA American Association of Port Authorities
Alliance of the Ports of Canada, the Caribbean, Latin America and the United States

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Leadership Palm Beach County

1983 35 Years 2018

News & Updates

June 6, 2018



Leadership Celebration 2018 is officially SOLD OUT. Thursday's night's event is going to be a packed house filled with your fellow #LPBCfam members. We can't wait. Remember to use the hashtags below for all the photos you share throughout the night!

If you missed out, you can add your name to the waiting list **here**.





Check out part three of our **#LPBCfam** series:

We just couldn't talk about the Leadership family without spotlighting the Basore family! The Basores have been part of the Leadership program for over 10 years, and have been an integral in educating our groups on the agriculture business. Owners of TKM Bengard Farms, LLC., a total of EIGHT Basores have been through our Engage and Grow Programs. Krista Springer Basore was the first salaried executive director. She has an amazing story about the support LPBC provided while pregnant with her first born.



We are now accepting proposals for the 2018 - 19 Civic Engagement Projects!

To be considered, you must register for and attend at least one of the two workshops that are offered.

Workshop #1
June 12 @ 9 a.m. – 10 a.m.
at the Literacy Coalition

Workshop #2
June 19 @ 3 p.m. – 4:30 p.m.
at the Palm Beach Post Auditorium

Click here for the RFP

Submit by June 29 @ 5 p.m.



LPBC Lunch & Learn: The Economic Impact of the Port of Palm Beach

Wow. If you missed May's Lunch & Learn aboard the new Grand Classica Cruise Ship, we are so sorry! Attendees were certainly pampered as they enjoyed a delicious buffet and mid-day pick-me-up while learning about the Port's impact on the county. More photos here!

Looking Ahead

June 7 — **Leadership Celebration**

June 15 — **Breakthroughs Summit**

June 12 — **Civic Engagement Workshop #1**

June 19 — **Civic Engagement Workshop #2**

July 17 — **Chef for a Day @ Quantum House**
More info soon!



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REAL NEWS STARTS HERE

JUPITER MEDICAL CENTER

Dignity MEMORIAL
LIFE WELL CELEBRATED

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Xqvxevfuleh#ddorq}rC sruwrisdqp ehdfk1frp

Xsqdwh#Surilon#;#Derxw#rxu#vhuylfh#surylghu

Vhqw#e|#lqirC ondghuvklssef1ruj lq#frooderudwlrq#z lwk

Constant Contact

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FOCUS on FILM

The Newsletter of the Palm Beach County Film and Television Commission | June 2018

IN THIS ISSUE

1 FILM FLORIDA IN PBC
1 ON THE TOWN IN PBG
2 JOURNEY INTO THE WILD
2 PAHOKEE AT CANNES
3 TELLY AWARD WIN
4 ANYWHERE USA
4 G-STAR & KEISER UNITE

PALM BEACH COUNTY FILM AND TELEVISION COMMISSION

2195 Southern Boulevard, Suite 520
West Palm Beach, FL 33406
pbfilm.com

DISCOVER THE PALM BEACHES TELEVISION
ThePalmBeaches.TV

THE PALM BEACHES HOSTS FILM FLORIDA ANNUAL MEETING

Entertainment production professionals from all over the state representing film commissions, private industry, associations, educational institutions and labor organizations will come together in The Palm Beaches from June 25-27 for **Film Florida's Annual Meeting**. The itinerary includes a Welcome Reception, committee and Board of Directors meetings at host hotel **The Brazilian Court Palm Beach** and a special twilight tour of **Lion Country Safari** to showcase one of County's many unique film-friendly locations. While most events are exclusive to members, local industry professionals are encouraged to attend a special panel discussion on Tuesday, June 26 at 3pm at **Ko-Mar Productions**, which will be dedicated to launching the County's first tourism TV channel, **The Palm Beaches TV.** To RSVP to this event, email info@pbfilm.com.

As a not-for-profit trade association, **Film Florida** has been recognized internationally as a leader in marketing Florida as a premier entertainment production center, using innovative efforts to educate decision-makers to help create sustainable long-term public policies that focus on ensuring lasting success for this high-skill, high-wage industry. By joining as a member, participants have the opportunity to play an active part in solidifying Florida's position as a major production destination. Bring your voice to the table and become a member today by visiting filmflorida.org.

FILM FLORIDA



THE BRAZILIAN COURT HOTEL | PALM BEACH

Lion Country Safari
Family Fun and Adventure!

KO-MAR PRODUCTIONS,INC

SPOTLIGHT ON PALM BEACH GARDENS

The latest edition of ***On the Town in The Palm Beaches*** features the vibrant community of **Palm Beach Gardens**. The episode premieres Friday, June 22 at 8:30pm on **WXEL** and Saturday, June 23 at 6:30pm on **WPBT**. WXEL will air repeats on Sunday, June 24 at 5pm and Saturday, June 30 at 4pm. The show can also be seen on demand via **The Palm Beaches TV**.

ON THE TOWN in The Palm Beaches

Host Frank Licari takes to the barre at **Ballet Palm Beach**, hits the bar at the **Twisted Trunk Brewery** and chats with **Mayor Maria Marino**. *On the Town in The Palm* Beaches is made possible by the Palm Beach County Tourist Development Council in cooperation with the Palm Beach County Film and Television Commission. The series is distributed on **South Florida PBS** (WPBT2 and WXEL), reaching areas from Sebastian to the Florida Keys. See more at southfloridapbs.org/on-the-town.



Licari with Mayor Marino

GOING WILD IN JUNO BEACH

The Palm Beaches go wild in a new episode of ***Jack Hanna's Into the Wild***. Known as "America's favorite zookeeper", Jack Hanna has been featured in countless television appearances on talk shows and news programs since the early eighties. Jack Hanna's beloved television series takes audiences on a journey around the world exploring some of the most endangered and exciting species on the planet. TV crews captured a unique pelican release as well as a sea turtle release in conjunction **with Loggerhead Marinelife Center** at **Juno Beach Park**, documenting the return of these rehabilitated animals to their natural habitats. Filming also took place at local non-profit **Mr. Jojo's Dog Rescue**. Filled with action, funny moments, and plenty of educational material, *Jack Hanna's Into The Wild* recently won a **Daytime Emmy Award** for **Outstanding Travel and Adventure Program**. Learn more at jackhanna.com.

JACK HANNA'S INTO THE WILD



Hanna On Set

BEACHES, CREATURES & COWBOYS



Since the beginning of the movie industry, films have romanticized Florida's exotic scenery and remarkable flora and fauna. ***Tarzan*** swung through the Florida jungles, swimming champion **Esther Williams** frolicked on the beaches, and ***The Creature from the Black Lagoon*** lurked in the state's dark and mysterious springs. Crafty movie marketers designed colorful, eye-catching posters to draw people into these uniquely Florida films. As an independent art form, these posters are now woven into the Sunshine State's cultural tapestry. Throughout the months of June and July, **The Historical Society of Palm Beach** will honor this legacy by presenting an exhibition called ***Beaches, Creatures and Cowboys: Florida Movie Posters.*** The posters and lobby cards in this fascinating exhibit depict some of Florida's most famous films from the early 1920s to the present. See more at hspbc.org/exhibitions.

DOCUMENTING LOCAL HISTORY

The Kennedy Bunkers, a documentary produced by **Mad V Studios** out of Pawtucket, RI, covers the complete history of properties created for the purpose of protecting **President John F. Kennedy** and a call to action for their revival as museums. As Director Michael Viveiros explained, "These properties remain as time capsules echoing an era of trials now foreign to today's generation." Viveiros recently hired local Palm Beach County crew to film the **Maritime Museum** in **West Palm Beach** and the property surrounding **The Kennedy Bunker** on **Peanut Island**, as well as an interview with **Port of Palm Beach** Executive Director Manuel Almira. "We were pleased to have the representative from the Port have a personal connection with the property," said Viveiros. Check out some of this unique local history and where to find artifacts by visiting the Maritime Museum website at pbmm.info.



On Set on Peanut Island

CHANNEL 20 AIRS HOOKED

Channel 20, Palm Beach County's government access channel, is now airing ***Hooked On The Palm Beaches.*** Created by local producer Jeff Aderman (**AA Video**) to highlight the diverse fishing opportunities in the County and to entice visitors to The Palm Beaches. "*Hooked on The Palm Beaches* is a perfect fit to the PBC TV programming lineup because it's our opinion that everyone, whether they are a visitor or a resident, enjoys an offshore adventure. You get that when you watch this program on PBC TV." said Lester Williams, PBC TV Channel 20 Station Manager. Tune into the first episode as host James Currie fishes off the coast to reel in a swordfish. This episode, which is one of six, will begin airing on Ch.20 this month; Mondays at 2pm, Tuesdays at 2pm, Wednesday at 3pm, Saturdays at 3:30pm and Sundays at 9:30am. For more info, visit discover.pbcgov.org/Pages/CH20Live.aspx.

PAHOKEE VISITS THE FRENCH RIVIERA



Cast & Crew at Cannes

Documentary filmmakers Patrick Bresnan and Ivete Lucas continue to capture stories from **Pahokee** to share with a worldwide audience. Previous short docs like *The Send-Off* and *The Rabbit Hunt* have been honored at prestige festivals from Sundance to Berlin, and their latest story landed them on the French Riviera. ***Skip Day***, which follows Pahokee High School seniors who drive 50 miles east to spend the day on Riviera Beach in celebration of the "skip day" tradition before graduation, was accepted to the **Cannes Film Festival** and won the **Illy Short Film Award** at **Quinzaine des Réalisateurs**. Two of the featured characters from Pahokee traveled with the filmmakers to walk the red carpet, exposed to some of the most world-renowned international filmmakers on the planet. "It was an incredible experience and we were so honored to be recognized," said Bresnan. See more from their Cannes extravaganza at facebook.com/SkipDayFilm.#

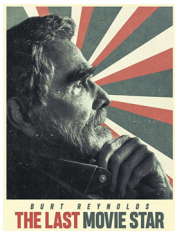
DISCOVER THE PALM BEACHES TELEVISION IN-ROOM, ONLINE AND ON ROKU

The Palm Beaches TV offers streaming content 24/7 featuring the best destinations, attractions and experiences in Palm Beach County. It is the first ever Palm Beach County Tourist Development Council channel that connects visitors and locals to what they can do, see and explore in The Palm Beaches. Visitors can watch in-room at our launch partner sites including **The Best Western Palm Beach Lakes Blvd., The Marriott Singer Island Resort & Spa, PGA National Resort & Spa, The DoubleTree by Hilton & Executive Meeting Center**, and on screen at **The Brazilian Court**. Owned and operated by Olympusat, Inc, the channel is also available anytime, any place on Roku and by visiting ThePalmBeaches.TV. **Watch it. Share it. Live it. ThePalmBeaches.TV**.



BRIFT FINDS A NEW HOME

The **Burt Reynolds Institute for Film and Theater** (BRIFT) found its new home in **North Palm Beach**. Located in the Village Shoppes of North Palm Beach, BRIFT provides an intimate space for students to hone their acting, writing and filmmaking skills. The new space, which is only open when classes are in session or when a production is being mounted, also features a black box theater that showcases original material written by emerging playwrights. All stage productions are followed by a Q&A session where audience members are encouraged to share their thoughts. Managing Director Donna Carbone believes the feedback will help authors improve their work, noting that they "value input from a discerning audience." Mr. Reynolds has taught classes at the Institute and is currently promoting his newest film ***The Last Movie Star***. For more information on classes, visit burtreynoldsinstitute.org.



PRODUCTION REVIEW SHOW WINS TELLY

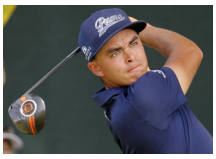
The 2018 edition of ***The Palm Beaches Production Review Show*** has officially won a **Bronze Telly Award** in the General-Charitable/Not-for-profit category in the **39th Annual Telly Awards**. Winners were announced on May 22 to the delight of the content creators. "We are proud to be able to present the program as it reveals to our residents the impressive amount of productions and endeavors that are constantly underway in our area," said show editor Joseph Piccione.

The Palm Beaches Production Review Show is a series that recaps some of the notable television, movie, commercial and photography productions that have taken place in the Palm Beach County for the previous year. The show is produced by the **Palm Beach County Film & Television Commission** in partnership with **PBCTV Channel 20**. Check out the show on demand today at thepalmbeaches.tv/vod.

FROM PRO GOLFER TO EXEC PRODUCER

Palm Beach County resident and pro golfer **Rickie Fowler** is the Executive Producer for a new documentary series airing on the **Golf Channel**. *Driven* is a four-part series that gives viewers a thrilling behind-the-scenes look into the golf program at Fowler's alma mater, Oklahoma State University (OSU). The show captures part of OSU's 2017-18 season both on and off the golf course. **NBC Sports** is also showcasing *Driven* across its other networks, with encore presentations airing on **NBC Sports Network**. Meanwhile, the series finale is set to broadcast on **NBC** on Saturday, June 16.

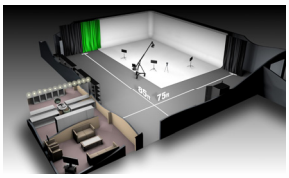
Fowler decided to make The Palm Beaches his home shortly after turning pro in 2009. In addition to hitting the links, he is keen on water sports like fishing, paddle boarding and jet skiing. When asked about "must-do" things in The Palm Beaches, Fowler recommends dinner at **The Woods Jupiter** in **Harborside Place**. See more about *Driven* at golfchannel.com.



Rickie Fowler

INTERNATIONAL CLIENTS AT KO-MAR

Recently **KO-MAR Productions, Inc**. completed four weeks of taping interviews in their studio with **Dr. Clotaire Rapaille** for a series called ***The Culture Code.*** Dr. Rapaille, a cultural anthropologist, is an expert on why certain cultures behave the way they do. Each of the thirteen shows will profile a different country. KO-MAR supplied full facilities, including three Sony FS7 cameras and crew of eight for the 20-day shoot. Producers Fher Franco and Jan Suter are based in Mexico City and retained KO-MAR for the production along with their partner, **TV Azteca**. Dr. Rapaille lives most of the year in The Palm Beaches. Post-production is taking place in Mexico City with a target completion date of fourth quarter 2018. For more info, please visit ko-mar.com.



KO-MAR's Studio Layout

INSIDE A PHOTOGRAPHER'S WILD WORLD

Delray Beach resident **Laura C. Williams** has one of the most enviable jobs in the business as a world-renowned wildlife photographer. From magazines like ***National Wildlife*** to ***National Geographic***, Williams' ability to capture everything from albatrosses to pumas has led to a lifestyle of travel and wonder with the click of a shutter. Still, Williams explained that the perception is not always reality when working with exotic wildlife. "Even after investing an incredible amount of time and energy, there's no guarantee of success. Wildlife photography subjects are rarely cooperative!" she said. In the midst of traveling the world for her profession, Williams fell in love with Delray during a visit in 2012 and made the beach her permanent home. Some of her recent work has now culminated into an exciting new book release, ***Wildlife in Wild Lands.*** Looking back on the start of her career, Williams shared, "The truth is, I never intended to become a professional photographer. I was simply doing what I love to do." See more of her work online at lcwphoto.com.



Capturing an Albatross



Laura C. Williams

LOCATION SPOTLIGHT
ANYWHERE, USA

The Film Commission often gets requests for locations that could be anywhere in the USA. Not the easiest thing to do in south Florida where the palm trees and tropical landscaping are hard to avoid. We have you covered with these options and more!



Abacoa Neighborhood

The neighborhood of **Abacoa** located in **Jupiter** is a perfect backdrop for residential driving scenes and small town America as well the look of "Anywhere, USA", offering some streets without any palm trees. The houses could be categorized as a graceful southern style with batten board exteriors and welcoming porches. **Central Boulevard** in Jupiter offers long stretches of road that have live oaks that provide a nice canopy for driving scenes. If a dense landscape is required, **Tonney Penna Drive** offers a wide stretch of landscaping that is set back from the roadway which leaves a clear view of the sky for filming driving scenes with a Russian arm or a crane.



Boca Tierra Park

Established in the 1980s, the **Millpond** neighborhood has hills in **Boca Tierra Park** that help it convey an "Anywhere, USA" location. There are a few cabbage palms to avoid, but the wider paved walking trails make it a great option for a lifestyle backdrop for pushing strollers or a couple walking. Since it is one of the more established neighborhoods in the region, the mature trees cover the roadway and provide lots of shade to filter out the bright sun, allowing for a longer shooting day.



The Squire Course

For golfing sequences that do not have palm trees, **The Squire Course** at the **PGA National Resort and Spa** is a terrific option. The club will allow a complete buyout of the course so filming can be completely private. A large stand of cedar trees offers a bright green backdrop in the spring and summer, while offering a bit of fall color in September and October. Their meticulously maintained greens are an ideal backdrop for high-end golf products and celebrity endorsements. For more, visit pbfilm.com.

EDUCATION CORNER
VISIONARIES CREATE NEW COLLEGE

A perfect match is made for aspiring filmmakers! **Keiser University** and **G-Star Studios** have joined to create the **College of Cinematic Arts Keiser University**. With classes to be held at G-Star Studios and Keiser's flagship campus, Palm Beach County continues to be propelled into the upper echelon of filmmaking education. "This degree brings a new dimension to the Keiser University, as it is the first 'arts oriented' program to be offered by the institution," commented **Dr. Arthur Keiser,** Co-Founder/Chancellor of Keiser University.

The curriculum's approach enables students to demonstrate their artistic expertise and application of business knowledge to enhance their career opportunities. Future filmmakers will be prepared to apply cinematic arts skills and concepts, effectively communicate information using appropriate technologies, understand fundamentals of screenwriting, storytelling, structure, tension, suspense and more. "The faculty of G-Star will be able to share their professional expertise with a collegiate film-student population from across the nation," said **Greg Hauptner**, CEO of G-Star School of the Arts and G-Star Motion Picture Studios.



Keiser & Hauptner

With the outstanding record of G-Star in providing quality film program graduates and educating future film industry personnel, the **Cinematic Arts Degree** makes for an excellent match with the career, technical, business and professional applications of the Keiser University programs of study. The college offers both **Associate of Arts** and **Bachelor of Arts** degrees in an integrated format that allows AA graduates to continue to earn their BA while employed at one of several industry-related positions. Plans call for the new degree to be available in the 2018-2019 academic year at the Flagship Campus of **Keiser University** in **West Palm Beach** and the **G-Star School of the Arts** in **Palm Springs**. Learn more at keiseruniversity.edu/cinematic-arts-ba.

Co-Editors: Phyllis Man & Christy Andreoni, Assistant Editors: Kelly King & Hilary Webber, Contributors: Chris Cobb, Alberto Jordat, Ian Saylor, Lauren Tobin
To be included in this newsletter please email candreoni@pbfilm.com or call 561.233.1000

BOARD OF COUNTY COMMISSIONERS

Melissa McKinlay, Mayor | **Mack Bernard**, Vice Mayor
Hal R. Valeche | Paulette Burdick | Dave Kerner | Steven L. Abrams | Mary Lou Berger

PALM BEACH COUNTY FILM & TELEVISION COMMISSION

Film Commissioner Chuck Elderd | **Deputy Film Commissioner** Michelle Hillery
Production Director Christy Andreoni | **Development & Marketing Producer** Phyllis Man
Associate Marketing Producer Lauren Tobin | **Location & Marketing Coordinator** Kelly King
Senior Production Coordinator Ian Saylor | **Production Coordinator** Hilary Webber
Social Media Specialist Christopher Cobb | **Office Administrator** Alberto Jordat

Haiti Cholera Research Funding Foundation Inc Global Humanitarian 501 C 3 ECOSOC Sp. 2017 UNEP Observer 4700 Lucerne Lakes Blvd West Ste 604 Lake Worth Fl. 33467
Phone(561) 577-2698 Fax: (561) 658-7868 Email: info@hcrff.org

17 June 2018

Commissioner Katherine Waldron
City of Riviera Beach
One East 11th Street, St. 600
Riviera Beach, Fl. 33404

Dear Commissioner Waldron

Haiti Cholera Research Funding Foundation Inc. is a Global Humanitarian 501 (c) (3) and ECOSOC Special 2017 in association with the United Nations. Our foundation recently received accreditation from the United Nations as an observer to the governing body of United Nations Environment Assembly and its subsidiary organs. The foundation is also accredited with the International Youth Federal.

The foundation has been conducting humanitarian work for the past three years. During the hurricane Irma and Marie in Florida and also the United State Virgin Islands, our foundation have worked with several elected officials during the crisis. The elected officials have managed to create new emergency food stamps for everyone affected by the lack of electricity. Many officials went way beyond normal expectations to serve the elderly and meet their needs. This included flashlights and food. Many other people collected items to ship to Puerto Rico, and have continued to this day with this effort.

You are selected to receive an award for World Humanitarian Day taking place 17th of August at Tom Sawyer Restaurant from 4 to 6 pm. Located at 3208 Forest Hill Blvd Palm Spring, Fl.

Registration is necessary to attend the event. Please click on the link below to register
https://www.groupraise.com/events/63123

Sincerely,

Pierrette, J. Cazeau, MBA, MHA, Post-Doctoral
Global Public Health Diplomat
President & CEO



AAPA American Association of Port Authorities

Alliance of the Ports of Canada, the Caribbean, Latin America and the United States

Seaports Deliver Prosperity

June 28, 2018

Aidy Alonzo
Communications Manager
Port of Palm Beach
One E. 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Aidy:

Thank you for entering AAPA's 2018 Communications Awards Program, and congratulations on your winning entries.

Enclosed please find one Award of Excellence and two awards of Distinction that your port earned in this year's competition.

AAPA will acknowledge all of the 2018 communications competition winners in a narrated PowerPoint presentation that we will feature in the form of a free webinar sometime in August. To that end, please gather your communications team together with your awards, take a fun picture, then email the picture to Aaron Ellis (aellis@aapa-ports.org) at AAPA *no later than July 31*, so we can include it in the webinar I mentioned above to showcase all of this year's winners.

Congratulations again for your winning entries.

Sincerely,

Kurt J. Nagle
President

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM E-9

PREPARED BY:	Jarra Kaczwara Jackelin Machado	Sr. Director of Business Development Marketing Analyst	July 19, 2018
SUBJECT:	Community Grants		

BACKGROUND INFORMATION: The following items are presented for approval and/or ratification:

Donations/Sponsorships

Back to School Supply Drive By Boys & Girls Clubs of Palm Beach County	Sponsorship	$200.00

Community Grant Events

None

This organization has a completed W-9 on file, and Port Staff have verified that they have the 501(c)(3) designation.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budget – Community Grants Line

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RECOMMENDATION:

1. The Board is respectfully requested to approve the donation in the amount of $200.00 for the Back to School Supply Drive hosted by Boys & Girls Clubs of Palm Beach County.

Respectfully Submitted By

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion by:	_____
Disapproved:	_____	Seconded by:	_____
Deferred to:	_____	Unanimous:	Yes_____ No_____
Incorporated into Minutes:	_____	By:	_____

800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33467
(561) 683-3287 | www.bgcpbc.org

BOYS & GIRLS CLUBS
OF PALM BEACH COUNTY

Greetings!

I hope all is well with you. Here at Boys & Girls Clubs of Palm Beach County we're already starting to plan for the back to school season. Every year we work with community partners like you to send low-income children to school prepared with the supplies they need to succeed.

Many of our Club members would have a hard time keeping up academically with their peers who are well equipped for the school year. Thanks to supporters like you, Club kids have a chance at an education that steers them on the right path to graduate high school and have a plan for the future.

Please help them by collecting needed items so the children can return to school with confidence and ready to learn. Attached is a school supply list of needed items.

With school in Palm Beach County starting on Monday, August 13, **we hope to have all supplies in hand by Friday, July 27.** This way, we can inventory and distribute supplies to our Clubs with ample time to give parents the peace of mind that they will have supplies ready for the start of school.

Your donation will be acknowledged in several ways.

- Listing on our website as a corporate sponsor
- A tax deductible receipt, if applicable.
- Sharing of photos of your donation on our social media outlets.
- Inclusion in our bi-annual newsletter that is mailed to about 6,000 supporters and donors.

Boys & Girls Clubs of Palm Beach County relies on the support of community partners such as you. Your donation will help ensure the success of our children's future. Thank you so much for consideration of our request, and look forward to hearing from you in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Soniann V. Balasquide
Public Relations Coordinator
sbalasquide@bgcpbc.org

About Boys & Girls Clubs of Palm Beach County

Founded in 1971, Boys & Girls Clubs of Palm Beach County is a 501(c)(3) not-for-profit youth development organization dedicated to promoting the educational, vocational, health, leadership and character of boys and girls in a safe, nurturing environment. 13 Boys & Girls Clubs throughout Palm Beach County serve more than 8,500 children ages 6 - 18. In addition to a safe, fun and constructive alternative to being home alone, the Clubs offer a variety of award-winning developmental programs to help youth build skills, self-esteem and values during critical periods of growth. For more information, please visit www.bgcpbc.org or call 561-683-3287.

BOYS & GIRLS CLUBS
OF PALM BEACH COUNTY

List of suggested supplies:

- #2 pencils
- 3 ring binders
- Backpacks
- Blue or black pens
- Box of tissues
- Calculators
- Colored markers
- Colored pencils
- Composition books
- Construction paper
- Copy paper
- Crayons
- Dry-erase boards
- Dry-erase markers
- Erasers
- Gift cards to Staples, Walmart, Target, Office Depot, Amazon
- Glue sticks
- Highlighters
- Index cards
- Loose leaf paper (wide ruled and college ruled)
- Lunchboxes
- Paper clips
- Pencil case
- Pencil sharpener
- Pocket folders
- Protractors
- Rulers
- Scissors
- Socks
- Spiral notebooks (wide ruled and college ruled)
- Stapler
- Staples
- Tape
- Water bottles

Community Grant Program Budget
Allocation of Funds
FY 2018

Commission Member / Requestor (Organization)	Request Date	BJC	JLE	KMW	PWM	WMR	Donation(D), Sponsorship (SS)or Tickets (TKS)	Total	Approval/ Ratification Date	Payment Method: Check (CK) Credit Card (CC)	Processing Date
		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00					
CACFI Student Assistance Scholarship Program	8/28/2017	$ -	$ -	$ -	$ -	$ 500.00	D	$ 500.00	Oct-17	CK	10/25/02017
Children's Home Society	8/28/2017	$ -	$ -	$ -	$ -	$ 250.00	D	$ 250.00	Oct-17	CK	12/18/2017
Gamma Zeta Sigma Foundation	8/28/2017	$ -	$ -	$ -	$ -	$ 250.00	D	$ 250.00	Oct-17	CK	12/18/2017
Ivy Educational Foundation	8/28/2017	$ -	$ -	$ -	$ -	$ 150.00	D	$ 150.00	Oct-17	CK	12/18/2017
Jack and Jill Foundation	8/28/2017	$ -	$ -	$ -	$ -	$ 200.00	D	$ 200.00	Oct-17	CK	12/18/2017
Urban League of PBC	8/28/2017	$ -	$ -	$ -	$ -	$ 150.00	D	$ 150.00	Oct-17	CK	12/18/2017
Youth Recreation Association	8/23/2017	$ -	$ -	$ -	$ -	$ 200.00	D	$ 200.00	Oct-17	CK	10/25/2017
Dr. Mary McLeod Bethune Elementary	10/27/2017	$ 100.00	$ -	$ 300.00	$ 100.00	$ -	D	$ 500.00	Nov-17	CK	11/17/2017
Operation Hope, Inc.	11/7/2017	$ 100.00	$ 300.00	$ -	$ 100.00	$ -	D	$ 500.00	Nov-17	CK	11/17/2017
United Way	11/7/2017	$ -	$ -	$ 500.00	$ -	$ -	D	$ 500.00	Nov-17	CK	11/17/2017
For the Children First (FTC)	11/18/2017	$ -	$ -	$ -	$ -	$ -	-	$ -	-	CK	-
Northboro Elementary Montessori Magnet	11/1/2017	$ 100.00	$ -	$ -	$ -	$ 150.00	D	$ 250.00	Dec-17	CK	12/22/2017
South Florida Hunger Coalition	11/15/2017	$ 100.00	$ -	$ 400.00	$ -	$ -	D	$ 500.00	Dec-17	CK	12/22/2017
The Children's Coalition, Inc.	11/18/2017	$ 100.00	$ -	$ 100.00	$ -	$ 105.00	D	$ 305.00	Dec-17	CK	12/22/2017
The Guatemalan-Maya Center, Inc.	11/15/107	$ 100.00	$ -	$ 100.00	$ -	$ -	D	$ 200.00	Dec-17	CK	12/22/2017
Holy Ground PBC (A Shower for Shelter)	11/28/2017	$ -	$ 200.00	$ -	$ -	$ -	TKTS	$ 200.00	Dec-17	CK	12/22/2017
MLK, Jr. Coordinating Committee- WPB (MLK Scholarship Breakfast	12/19/2017	$ -	$ 90.00	$ -	$ 45.00	$ 45.00	TKTS	$ 180.00	Dec-17	CK	12/22/2017
Operation's Hope (18th Annual Appreciation Banquet)	11/28/2017	$ -	$ 50.00	$ -	$ -	$ -	TKTS	$ 50.00	Dec-17	CK	12/22/2017
Haiti Cholera Research Funding Foundation Inc	12/18/2017	$ 100.00	$ 100.00	$ 100.00	$ -	$ -	D	$ 300.00	Jan-18	CK	1/19/2018
St. John Fisher Catholic Church	1/8/2018	$ 300.00	$ -	$ -	$ -	$ -	D	$ 300.00	Jan-18	CK	1/19/2018
Bethune Cookman University Alumni Association	1/10/2018	$ -	$ 130.00	$ -	$ -	$ -	TKTS	$ 130.00	Feb-18	CK	2/22/2018
Wild Dolphin Project Inc.	1/18/2018	$ -	$ -	$ 100.00	$ -	$ -	D	$ 100.00	Feb-18	CK	2/22/2018
Law Enforcement Assistance Foundation L.E.A.F.	2/21/2018	$ 200.00	$ -	$ -	$ -	$ -	SS	$ 200.00	Mar-18	CK	3/16/2018
O.J. Anderson Scholarship	2/26/2018	$ 100.00	$ -	$ 100.00	$ -	$ -	D	$ 200.00	Mar-18	CK	3/16/2018
Planned Parenthood of SE and N Florida	2/26/2028	$ -	$ 150.00	$ -	$ -	$ -	TKTS	$ 150.00	Mar-18	CK	2/26/2018
Sickle Cell Foundation of Palm Beach County and Treasure Coast, Ir	2/27/2018	$ -	$ 130.00	$ -	$ -	$ -	TKTS	$ 130.00	Mar-18	CK	2/27/2028
The Historical Society of Palm Beach County	3/7/2018	$ -	$ -	$ 100.00	$ -	$ -	D	$ 100.00	Apr-18	CK	4/20/2018
Suncoast Community High School	3/14/2018	$ -	$ 100.00	$ -	$ 100.00	$ -	D	$ 200.00	Apr-18	CK	4/20/2018
Urban League of PBC	5/8/2018	$ -	$ 300.00	$ -	$ -	$ -	TKTS	$ 300.00	Jun-18	CC	5/8/2018
Boys and Girls Clubs of Palm Beach County	6/20/2018	$ -	$ -	$ -	$ 200.00	$ -	D	$ 200.00	Jul-18		
BALANCE		**$ 700.00**	**$ 450.00**	**$ 200.00**	**$1,455.00**	**$ -**					

* Board members may use community grant event money for application recommendations should they not plan on attending any community grant events during a specific round of funding.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

CONSENT AGENDA
ITEM E-10

PREPARED BY: Paul J. Zielinski Deputy Director-CFO July 19, 2018

SUBJECT: DISPOSAL OF PORT VENDING MACHINES

BACKGROUND: Port staff is seeking disposal of six Port assets, all related to the awarding of a Vending contract approved under item I-2 at the April 2018 board meeting. All six of the vending machines have a remaining book value totaling approximately $3,450 that will need to be written off as a non-operating expense in FY 2018. This non-cash expense is partially offset by the purchase of the machines for $1,200 by the new vendor. The disposal request form with the assets listed is attached.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X____

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach District is respectfully requested to approve the write-off of the equipment identified and authorize the Port to dispose of them.

FINANCIAL IMPACT: Non-operating loss on disposal of assets of approximately $3,450, offset by $1,200 sale of assets.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes_____ No_____
Incorporated into Minutes:	_____	By:	_____

FIXED ASSET DISPOSAL REQUEST FORM

Port of Palm Beach District

Date: 6/13/18

DESCRIPTION OF ITEM	Acquisition Date	PORT TAG #	CONDITION (see codes at bottom)	DISPOSAL DATE	SUGGESTED DISPOSAL			OFFICE USE ONLY		
					SELL	DONATE	DISPOSE	SYSTEM #	ORIGINAL COST ($)	BOOK VALUE ($)
Alpine ST5000 Vending Machine - Cruise Term	10/03/12	1005	R	6/7/2018			X	02122-1	6,645.00	0.00
Alpine ST5000 Vending Machine - Cruise Term	10/03/12	1006	R	6/7/2018			X	02123-1	6,645.00	0.00
Royal 650 Vending Machine - Valet area	08/12/15	1155	R	6/7/2018			X	02260-1	1,795.00	822.68
AMS 39-640 Snack Vending Machine - MOC lobby	08/12/15	1156	R	6/7/2018			X	02261-1	1,900.00	870.81
AMS 39-640 Snack Vending Machine - MOC 5th fl	09/04/15	1059	R	6/7/2018			X	02291.1	1,900.00	902.48
Roya 650 Beverage Vending Machine - MOC 5th fl	09/04/15	1060	R	6/7/2018			X	02292.1	1,795.00	852.60
Totals									20,680.00	3,448.57

6/13/18
Department Head Date

06/13/18
Controller Date

06/14
Chief Financial Officer Date

Condition Codes:
W=Working
NW=Non-Working
F= Fair
L= Lost
P=Poor
O=Obsolete
S=Stolen
R=Replaced

updated 2/13/18

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

DISTRICT REPORTS
ITEM F-1

PREPARED BY: Manuel Almira Executive Director July 19, 2018

SUBJECT: **Executive Director's Report**

BACKGROUND: An outline of the topics to be reported on at the July 19, 2018 Regular Board Meeting is attached for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____

Disapproved: _____ Seconded By: _____

Deferred To: _____ Unanimous: Yes _____ No _____

Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
EXECUTIVE DIRECTOR'S REPORT
BOARD OF COMMISSIONERS MEETING
July 19, 2018

Around the Port

- **Vertex Tower:** Vertex and Riviera Beach agreed late on June 27 to have Vertex resubmit their zoning application and delete any references to setback variances. This was completed on June 28, and their application will be heard before the July 18 Planning & Zoning Commission and the August 1 City Council Meeting. Riviera Beach anticipates it to be issued on August 2.
- **US Army Corps of Engineers**: Met with the US ACOE in Jacksonville on July 11. Attending the meeting from the Port were Paul Zielinski, Carl Baker and Jose Soler. Discussion included the 2021 sunsetting of the current dredge plan (chief plan) and everything that is applicable. The Mayor of the Township and Jeff Littlejohn will assist us in the Area "D" dredge project, if the Port decides to move forward with the project.
- **FDOT District #4**: FDOT Consultants conducted a project grant management review of the Berth 17 Project, the MOB Demolition, Master Plan Update and Berth 1 Reconstruction. For the MOB Demolition, Master Plan Update and Berth 1 Reconstruction their report stated that they "found no exceptions". For the Berth 17 Project their summary stated that they "found no compliance issues related to the Port's management of this project".
- **Tenant Coffee:** The event was held on June 20th. The guest speaker was Pam Maldonado, Director of the League of Women Voters of Palm Beach County. Additional topics discussed included hurricane preparedness, Berth 17, main rail spur improvements, MOB demolition project, emergency dredging of the harbor channel, the reforecast of the FY 2018 operating budget, business development, publicity, and community engagement.
- **Insurance Proceeds:** The Port received an insurance check from Preferred Governmental Insurance Trust (PGIT) in the amount of $66,536.98 for the replacement of buffers, fenders and sea guards due to Hurricane Irma.
- **Public Tariff Meeting:** The first meeting was held on July 3 at 10 am. The meeting was led by Paul Zielinski, CFO. With no questions being asked following the presentation, the meeting was adjourned. The next meeting was held on July 10, 2018. I will provide an update at the July Board Meeting.
- **Accounts Receivable position**: This open position in our Finance Department has been filled by Lauren Williams who began on July 5. She also has experience in Accounts Payable and Payroll. We welcome her to our Port Team.

Events

- Florida Ports Council Annual Board Meeting – St. Petersburg, FL – September 5-6, 2018
- AAPA Energy & Environmental Seminar – Jersey City, NJ – September 11-12, 2018
- AAPA Marine Terminal Management Training Program – Long Beach, CA – October 1-5, 2018
- AAPA – 107th Annual Convention – Valparaiso, Chile – October 7-10, 2018

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

DISTRICT REPORTS
ITEM F-2

PREPARED BY: José Soler, P.E. Engineer July 19, 2018

SUBJECT: **Engineering Report**

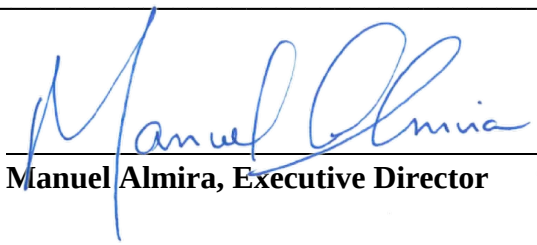
BACKGROUND: Attached for your review is a copy of the Engineering Report for the month of June. I will also be presenting an oral report at the July 19, 2018 Regular Board meeting.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review the briefing materials.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

Port of Palm Beach
Engineer's Report
Commission Meeting | July 19, 2018

Berth 17 and Paving Project

During the May 23 Board Continuation Meeting, the Board approved Amendment #1 to the Fixed Price Construction Contract Between the Port of Palm Beach District and the LM Heavy Civil, LLC. Section 4 of the Amendment #1, Exhibit C, includes a new schedule to complete the remaining work by the Contractor. The Contractor shall take all reasonable measures to complete the remaining work by the dates indicated on the Schedule. The New Schedule indicates a Substantial Completion Date of September 15, 2018, and a new Final Completion Date of October 2, 2018. The execution of the Amendment does not constitute a time extension, and shall be without prejudice to either party on the issue of entitlement of Owner to liquidated damages, applicable to the period before, during or after the period covered by the schedule.

Regarding the dolphin structures, the Middle Dolphin Structure demolition was completed and the structures have been re-casted. No concrete defects have been observed on the structure, and concrete test result performed up to date are in compliance with the design requirements. For the repair of the West (inner) Dolphin Structure, AECOM, the Engineer of Record, provided comments to the third Repair plan submitted by LMH for the concrete defects. The recommendations were discussed and explained by AECOM to LMH and their contracted Repair Structural Engineer, Roger Baber. AECOM's structural engineer, John Carel, indicated the information that shall be included as part of the Repair Plan in order to be acceptable. Roger Baber agreed to all recommendations and indicated that a revised plan will be submitted. As of the date of this report (July 10, 2018), LMH has not submitted a Final Revised Repair Plan for the Concrete Defects of the West Dolphin Structure incorporating all comments.

In relation to the East (outer) Dolphin Structure, the Port executed Amendment #1 of the Contract, which includes Change Order #4 for the construction Work related to the Installation of Two Additional piles to the Dolphin Structure in order to meet the required, designed requirements by adding two additional steel piles. The Change Order is without prejudice to the Owner's right under the Contract, and without waiver of any claim under that Contract by Owner against LMH. The Contractor shall be paid for the Cost of the Work, and a Contractor's fee for the Work. All cost shall be subject to evaluation and shall be completed in the most reasonably economical and effective way possible. The Change Order Amount will be the sum of cost, overhead and profit, but in no event be more than $250,000. The Contractor has ordered and received the new steel piles, and proceeded to the welding and preparation for pile installation. The first of the two piles was installed on Tuesday, July 3. A Pile Driving Analysis test was performed by the contractor's testing firm during the pile installation process, and preliminary results indicated that a restrike will be required at a minimum of 7 days after the initial installation date to confirm the pile reached the required tension capacity. The second and final pile will be installed once the first pile installation is approved.

On the upland side, the site subcontractor continues the work related to the sub-base preparation for the asphalt and concrete pavements. Activities related to surface pavements are progressing slowly. While the electrical work related to the wiring of the new electrical system and installation of the Shore Power Station 5, performed by the electrical subcontractor began on Tuesday, July 10, with the installation of new cable through existing manholes and connection to existing switchgear.

The last pay application processed by the Port was the working period of November 2017, which was notarized and submitted by the contractor on April 12, 2018. As of November 2017 pay application, LMH invoices indicate that approximately 86% ($8,906,621.61 to date / $1,391,684.49 balance of approved modified Contract amount)

of the work is complete to date, and a total retainage to date of $890,662.16. The draft for the December 2017 pay application has been evaluated by AECOM and returned with comments. The Contractor has not submitted the final revised pay application yet. The contractor submitted the invoices drafts for the working periods of January 2018, February 2018, March 2018, April 2018 and May 2018.

The contractor indicates that construction activities continue on time and on schedule, as per Schedule included in the Contract Amendment #1 which indicates a Substantial Completion Date of September 15, 2018, and a new Final Completion Date of October 2, 2018.

MOB Demolition and Cargo Area Improvement Project

At the March 2018 meeting, the Board authorized staff to request bids for the MOB Project. The Bidding process was completed, and on June 1, 2018 the Port received two (2) bid proposals. Both companies were deemed to be qualified by the Port Review Committee. During the June 14 Meeting, the Board approved Port staff recommendations that the construction contract for the MOB Project be awarded to the lowest qualified and responsive bidder, West Construction, Inc, authorizing the Executive Director to enter into a construction contract with the selected contractor. The Board also approved the CH2MHill Work Order for the Construction Engineering Services of the MOB Demolition and Container Yard project.

On Thursday, June 28, 2018, the selected contractor (West Construction Inc) filed for a building permit to the City of Riviera Beach. The permit is under review and evaluation for approval by the City of Riviera Beach Building Permit Department.

Main Rail Spur Improvement Phase 1

Contractor completed the removal of existing rail, completed the subgrade preparation, and installed new concrete ties and rail tracks for Spur #1. A new switch was installed at the connecting location between the FEC and the Port, and the new Spur #1 track was put into service. Once the new Spur #1 was back on service, the Contractor began the work on Spur #2. All removal of existing rail and installation of new track rail on Spur #1 is being performed during Port Rail Non-Operational hours. Contractor will perform and complete the Spur #1 work at night after Rail Operations are completed for the business day.

The contractor also completed the construction and installation of rail crossing signage equipment on Avenue E. The final electrical connection of the signage equipment by FPL will be completed once the electrical conduit work is certified by the City inspector. The Electrical Contractor building permit is awaiting approval by the City of Riviera Beach.

Berth 1 Bulkhead Improvement Project

Permits:

- FDEP and US Army Corps of Engineers permit has been approved and received.
    - In order to continue with the Berth 1 Bulkhead Improvements, the USAGE permit requires execution of the proposed coral mitigation plan of impacted stony corals, by relocation to the Town of Palm Beach mitigation reef.
    - An Interlocal Agreement has been made between the Port of Palm Beach District and the Town of Palm Beach for the relocation of 300 corals having a size equal or greater than 10cm (“primary corals”), and additional corals smaller than the primary corals (“secondary corals”). The coral mitigation will be performed in coordination with the Town of Palm Beach Coastal Program.
    - The Town shall relocate all of the Primary Corals in accordance with the Coral Relocation Plan. Upon completion of the relocation of the Primary Corals, TOWN shall have right to relocate

Secondary Corals until Port gives notice that such relocation must cease due to construction, which notice shall terminate the Town's right to relocate Secondary Corals.

- The Port of Palm Beach Staff will recommend during the July 14 meeting that the Board approves the Interlocal Agreement with the Town of Palm Beach.

- Port Staff continues to work on the preparation of documents to advertise for Request for Qualifications for Firms to prepare the Final Design and Construction documents, provide Bidding Services and Construction Management for the Bulkhead Replacement project.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

DISTRICT REPORTS
ITEM F-3

PREPARED BY: Venice Howard District Clerk/Records Administrator July 19, 2018

SUBJECT: **GOVERNMENTAL AFFAIRS REPORT**

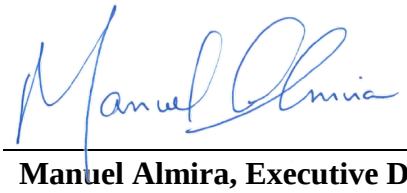
BACKGROUND: For your review and discussion, attached is a copy of the Governmental Affairs Report provided by Mr. Richard Pinsky.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

akerman

Port of Palm Beach
Governmental Affairs Report

July 19, 2018

Governor's Job Growth Grant Fund

Gov. Rick Scott doled out the last $16.6 million dollars of the "job growth" fund, just prior to the start of the July 1st start of the state's 2018-19 fiscal year.

The $16.6 million went to six applicants, with the largest amount, $5.5 million, going for water, sewer and roadway improvements to assist the Florida Crossroads Commerce Park in Marion County.

The other new awards were:

- $4 million for the construction of a highway for an industrial warehouse and logistics facility in Hialeah;
- $3.02 million for a manufacturing training center at Immokalee Technical College in Collier County;
- $2.07 million for improvements to Atlantis Drive to support commercial development in Clay County;
- $1.9 million to develop a manufacturing training institute at Gulf Coast State College; and,
- $135,000 to create a construction industry training program for high school and postsecondary students at Withlacoochee Technical College.

Based on the total $85 million which went to the 33 applications that received funding, the money could be tied to nearly 100,000 jobs over the next decade.

Port of Ft. Pierce

The Board of Commissioners of St. Lucie County, Florida recently issued a Request for Qualifications ("RFQ"), seeking interested parties to enter into a long-term agreement for the operation and development of the Port of Fort Pierce.

Two finalists have been identified;

- **Derektor Shipyard**
- **Ft. Pierce Yacht & Ship**

akerman

Port Miami Dredge

Despite recent dredge, PortMiami still can't fit some large ships. New project in the works

BY CHABELI HERRERA
cherrera@miamiherald.com
July 08, 2018

Despite a massive dredge project that was completed in 2015, PortMiami is still not wide enough in some areas to accommodate large vessels, making it difficult for cargo and cruise ships to navigate its channels.

The problem with the dredge completed in 2015: timing, said Port Director Juan Kuryla. The $205 million project, which began dredging in 2013, was based on a study completed in 2004 and authorized by Congress in 2007. Since then, cargo ships have outgrown original size projections nearly 50 percent.

To devise a solution, the U.S. Army Corps of Engineers has been allocated $556,250 for a feasibility study regarding port improvements. Susan Jackson, a spokeswoman for the agency, said the study was requested by the port in March because of issues raised by harbor pilots about navigating PortMiami. The study will go before the Miami-Dade County Commission on July 24.

When the port's depth was studied in 2004, the largest ship expected to pass through PortMiami was 6,600 TEUs, said Kuryla. The 50-foot dredge completed in 2015 was built to accommodate larger, post Panamax ships with drafts up to 50 feet that became more widely used in anticipation of the 2016 Panama Canal expansion.

"Now we are talking about 13,000 and 14,000 TEU ships that are looking to penetrate the East Coast market," Kuryla said. "We need to undertake some modifications to the channel, and that's what this study is going to look at."

Since mid-2016, South Korea's Hanjin Shipping Co. collapsed and the cargo industry has consolidated to a half-dozen major players, according to data provider Alphaliner, that now account for nearly 70 percent of the industry. Larger vessels are more cost effective.

That has presented new challenges for PortMiami, which completed the $205 million "Deep Dredge" project that deepened the channel by more than 50 feet in 2015 and allowed the port to accept larger vessels sailing through the expanded Panama Canal. Since the dredge, PortMiami has served nearly 250 post Panamax ships with a deep draft of 39 feet or greater.

"We're the only port south of Virginia with the infrastructure in place to serve big ships," PortMiami said in a statement. "Continued improvements are necessary to keep the port competitive."

According to the Biscayne Bay Pilots who navigate Port Miami's channels, huge cargo vessels with capacity for 11,000 TEUs are struggling to maneuver when entering the port from the ocean through the outer entrance channel.

The Miami entrance challenges lead to delays in port operations. According to PortMiami, those vessels now have to schedule their arrivals weeks in advance.

The study will also analyze other needs too, Jackson said, including widening the Lummus Turning Basin and Fisherman's Channel for better maneuvering for Post-Panamax vessels and cruise ships. A deepening of the port could also help accommodate a new breed of mega container ships —those with capacities of up

The Corps would also like to add improvements to the Dodge Island Channel to the federal project, which would allow the port to more efficiently process cruise ships and prepare the port for future cruise industry growth.

To analyze the improvements needed, the Corps will conduct a feasibility study over the next three years, at a cost of no more than $3 million. PortMiami estimates that the enhancements from the project could bring in an additional $30 million to $50 million annually. The ability to welcome 14,000 TEU cargo vessels would generate new jobs and growth for Miami-Dade County, the port said.

According to a study conducted by Martin Associates in 2016, the most recent, the port contributed to nearly 45,000 direct, induced and indirect jobs and $7.4 billion in economic impact from business service revenue and re-spending and consumption. In 2017, it also broke a world record by welcoming 5.3 million cruise passengers. PortMiami is projected to host 5.4 million visitors in 2018.

Becky Hope, Port Miami's chief of planning and property development, said the feasibility study for the new project will include an environmental study to minimize potential impacts.

Total costs for the proposed project are not yet known, Jackson said. PortMiami estimates that because the improvements will only enhance the existing project, they will not cost as much as the previous 2015 expansion. Costs for the project will be shared between federal, state and local funds.

The Corps plans to hold its first public meeting to discuss alternatives and a potential plan in spring 2020.

"The port has an opportunity now that it really never has had before in terms of growing, knowing that the projects will realize immediate benefit for both industries — cruise and cargo — as well as the entire community," Kuryla said.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

DISTRICT REPORTS
ITEM F-4

PREPARED BY: Venice Howard District Clerk/Records Administrator July 19, 2018

SUBJECT: **Commissioner's Report**

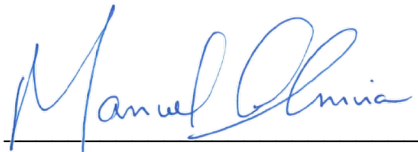
BACKGROUND: Commissioner Waldron will provide an oral report on the Commerce Park development efforts.

ADDITIONAL INFORMATION ATTACHED: No __X__ Yes _____

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

OLD BUSINESS
ITEM G-1

PREPARED BY: Manuel Almira Executive Director July 19, 2018

SUBJECT: **Peanut Island Update**

BACKGROUND:

On June 25, 2018 a meeting was held at the Port of Palm Beach that included Karen Marcus, Eric Call and myself. We determined that a planning meeting with the Steering Committee would be held on July 17, 2018 to discuss and begin to formulate an action plan for the future use of the former U.S. Coast Guard building at Peanut Island. The results of this meeting will be discussed at the Port's July 19 Board Meeting.

ADDITIONAL INFORMATION ATTACHED: No X Yes _____

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

OLD BUSINES
ITEM G-2

PREPARED BY: Jarra Kaczwara July 19, 2018
Senior Director, Business Development & Communications

SUBJECT: SSI LUBRICANT, LLC
Approval of MOC Lease

BACKGROUND: SSI is an active Port licensed bunkering company and has been working at the Port providing bunkers to Port tenants for 13 years. The interest of SSI to have an established office and presence at the Port comes with their commitment to provide professional service and onsite personnel to those Port tenants they serve.

Prime terms of the SSI lease are provided in the attached for the 4th floor MOC office lease.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: $195,330 (Initial 3-year term)

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the SSI Lubricant, LLC MOC Lease and provide for final execution by the Executive Director.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

LEASE
(Maritime Office Complex)

THIS LEASE is entered into as of the July ___, 2018, by and between **Port of Palm Beach District**, a special taxing district of the State of Florida, hereinafter called the "Lessor," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240) and SSI Lubricants, LLC, a Florida Limited Liability Company, hereinafter called the "Lessee", having an address of One East 11th Street, #422, Riviera Beach, FL 33404.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Lessor does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises ("Premises") upon the following terms:

A. PREMISES: 3,529 square feet of office space, as set forth on EXHIBIT A, attached hereto.

B. COMMENCEMENT DATE: The Commencement Date hereunder shall be September 1, 2018, regardless of the date on which Lessee shall complete its improvements, if applicable.

C. TERMINATION DATE: Three (3) calendar years from Commencement Date, at midnight, subject to renewals, if provided for herein.

D. ANNUAL RENT: Rent for the Initial three year term of this Lease shall be fixed at Eighteen Dollars and Forty-Five Cents ($18.45), per square foot annually (the "Base Rent"), payable monthly, in advance, on the first day of each month beginning with the Commencement Date, at the offices of Lessor. The Base Rent and all other amounts payable by Lessee hereunder shall bear sales tax to be paid by Lessee. All other charges shall be in accordance with the then current Tariff of the Port of Palm Beach District.

E. RENT CREDIT: Lessee is taking the Premises as-is, and shall be responsible for putting the Premises into useable condition. In exchange for Lessee putting the Premises into useable condition (the "Lessee's Improvements), Lessee shall receive a one-hundred percent (100%) credit against all Base Rent otherwise payable for the first three months of the Initial Term, however, all additional expenses required to be paid by Lessee hereunder, such as monthly real estate tax escrow payments, shall not be waived during this three month period. When Lessee has completed the Lessee's Improvements, Lessor shall replace the ceiling tiles and light fixtures in both Rooms 419-422 and in the kitchenette, and Lessor shall also construct a dividing wall between the Premises and Suite 400.

F. OPTION FOR SUITE 400: Lessee shall have the option, during the Initial Term only, to add Suite 400 to the terms of this Lease, at the same per square foot rental and other terms of this Lease; provided, this option shall terminate sooner in the event that Lessor gives Lessee thirty days written notice that Lessor has another tenant for Suite 400 and provides a term sheet for the offer ("Third Party Offer"), and Lessee fails to exercise its option within said thirty day period, and further, Lessee must add the Suite at the same per square foot rate and annual rent

adjustments as are contained in the Third Party Offer, but the other terms of the Third Party Offer shall not be applicable. Furthermore, upon Lessee's exercise of the option, Lessee shall be entitled to a maximum of three (3) additional parking spaces. Upon exercise of the option by Lessee, Lessor shall have, at Lessor's election, the right to delay delivery to Lessee of possession of Suite 400 for up to 60 days from Lessee's notice of exercise. Notwithstanding the foregoing, Lessor shall have the right to grant temporary use of all or portions of Suite 400 to others during the term of the option, provided that Lessor shall include in such agreements for use, the obligation of the user to vacate the Suite upon thirty (30) days written notice.

G. USE: The Premises shall be used and occupied by the Lessee only for use as office space. Notwithstanding the fact that Section 1 of this Lease prohibits assignment and subletting, it shall not be considered an assignment or subletting if Lessee, enters into arrangements with one or more third parties for such third parties to make use of offices within the Premises under the following conditions and limitations:

a. Any such arrangement shall be subject to termination on 15 days' notice by Lessee.

b. All such third parties must meet security requirements of the Lessor.

c. All such third-party arrangements shall be in accordance with the use limitations of this Paragraph G.

d. The aggregate square footage to be used by third parties shall not exceed 15% of the total square footage leased hereunder, and there shall not be more than 5 additional parties authorized at any time to access the Premises as a result of all such arrangements.

e. The right for Lessee to enter into additional arrangements shall terminate on the first to occur of (i) the option rights granted to Lessee under Paragraph F hereof have expired, or (ii) Lessee having exercised its option rights under Paragraph F.

f. Lessee shall indemnify Lessor for losses suffered by Lessor as a result of the actions of said third parties and their invitees.

g. All third party arrangements shall show the use for which the third party is permitted to use the area allocated to them, and shall be terminable on fifteen days notice from Lessee. Lessor shall, upon request, have the right to review and approve any intended third party arrangement prior to Lessee entering into the arrangement. In the event that Lessor shall not disapprove within fifteen days of receipt of the third party arrangement, Lessor shall be deemed to have approved the third party arrangement. Lessee shall terminate any arrangement within fifteen days of demand of Lessor.

h. Total charges by Lessee to a third party cannot exceed $1.50 per square foot, per month, plus the cost of services provided by Lessee to said third parties.

H. RENEWALS: Lessee shall have three (3) options to extend the term of this Lease, each for an additional three (3) year term. The Lessee may exercise each such option by giving

written notice to the Lessor at least one hundred eighty (180) days prior to the end of the then current term, provided, however, that the right to exercise such option to renew is contingent upon Lessee being current on all provisions of this Lease.

I. BASE RENT ADJUSTMENTS: Base Rent for the first year of the first exercised renewal option period shall be Nineteen Dollars and 00/00 ($19.00) per square foot, which is a 3% increase from the previous year's rent of $18.45 per square foot. Annual Base Rent for each successive year thereafter, including the second renewal period, if exercised, shall increase by 3% per year. Failure to send any such notice of increase timely shall not constitute a waiver, or form the basis for a claim or defense of estoppel, as to any amounts due from the date that any such increase would have been otherwise applicable.

J. PRO RATA SHARE: As used herein, the term Pro Rata Share shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is 41,411.

K. PARKING: Except as set forth herein, there shall be no reserved or exclusive parking. Lessee's employees and invitees shall park in such areas as are designated, from time to time, by Lessor. Lessee shall have the right to have up to 12 parking spaces at no cost, at locations designated, from time to time, by Lessor. These spaces shall be made available to the Lessee for standard passenger vehicles (including SUV's) only. Parking spaces shall not be considered a part of the Premises. Lessor shall not have an obligation to police the use of the reserved or any other spaces and Lessee shall not have the right to have vehicles towed, tagged, booted or to otherwise enforce parking restrictions. Lessor's obligation shall be limited to placing notices on violator vehicles and/or confronting violators with Port Security. Lessee shall provide the license plate numbers of any vehicles entitled to park in reserved spaces.

L. UTILITIES: Rent includes all utilities, except solid waste authority charges. Lessee shall be responsible for its Pro Rata Share of solid waste authority charges.

M. CASUALTY INSURANCE: Lessee shall pay its Pro Rata Share of casualty insurance applicable to the building of which the Premises are a part. In calculating the cost of casualty insurance applicable to the building, the Lessor shall first make a reasonable allocation of such bill between the cruise facilities and the office space (which shall include the common area of the office side of the building). Lessee shall make monthly estimated payments of the insurance to Lessor, with each monthly amount being one twelfth (1/12) of the total of such insurance for the year (adjusted to conform to the policy year when actual figures are known, with any shortfall or overage being paid or credited as the case may be, in the month when actual figures are known) and being paid at the same time, and in the same manner as Rent, with the same rights in Lessor as to default and collection, which amounts shall not be escrowed, held in a separate account or placed at interest.

N. SECURITY: Lessee acknowledges that the building of which the Premises are a part are subject to security rules and regulations, as established from time to time by Lessor, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as Lessor shall determine.

O. JANITORIAL: Lessee shall provide full janitorial service to the Premises not less than weekly, shall maintain the Premises in a clean condition, at Lessee's expense. Lessee shall have the non-exclusive use of the public restrooms located in the building of which the Premises are a part. Persons and entities providing janitorial service to the Premises are subject to security requirements, which shall or may include background checks and badging.

P. REAL ESTATE TAXES:

(a) Payment Related to Taxes. In addition to the Rent and other charges payable under this Lease, Lessee shall pay to Lessor, monthly in advance, a Payment Related to Taxes. The Payment Related to Taxes shall be 1/12th of the Allocable Amount, as determined by the Lessor (pro rated for periods of less than a month).

In an instance where the term of the lease encompasses an entire calendar year of the lease, the Allocable Amount for that year shall be the ad valorem taxes actually due or to be due for that year (actual or estimated (by Lessor), and if estimated, adjusted when the actual taxes are known), and pro rated for the period of Lessee's occupancy during that year. In an instance where the lease commences in a year where ad valorem taxes are not being assessed by governmental authorities having jurisdiction, the Allocable Amount for that year shall be an estimate of what the ad valorem taxes would be for that year had ad valorem taxes been assessed for that year, and pro rated for the period of Lessee's occupancy during that year; provided that if the lease is for less than one year and terminates such that it does not extend into a year in which ad valorem taxes are assessed, then, all amounts collected as Payments Related to Taxes shall be refunded to Lessee after offset for any amounts due Lessor from Lessee.

Lessor shall notify Lessee of the actual amount of taxes for the current year at least fifteen days prior to the last date on which the maximum discount can be obtained ("Maximum Discount Date"), and advise Lessee of the balance due, and said balance due shall be paid within five days. Provided that Lessee shall pay any balance due at least ten days prior to the Maximum Discount Date, Lessor shall pay the taxes on or before the Maximum Discount Date.

(b) Right to Contest Assessment. Lessor shall provide a copy of the Notice of Proposed Taxes to Lessee at least fifteen (15) days before expiration of the period during which such tax bill can be contested. Lessee shall have the right to contest or review by legal proceedings or in such manner as Lessee, in its option, shall deem advisable (which proceedings or other steps taken by Lessee if instituted shall be conducted diligently at its own expense and free of any expense to Lessor) any and all taxes or assessments levied, assessed, or imposed against the Demised Premises, required to paid by Lessee, provided that the full amount of the taxes shall first be paid over to Lessor, and that such contest shall not result in a tax sale of the Building, or any portion thereof, or the issuance of any tax certificate or warrant. However, if Lessee desires to challenge an assessment, it must notify Lessor of said desire a minimum of five (5) days prior to the expiration of the time period in which the contest of assessment can be filed, and prior to payment of the taxes by Lessor and Lessee. At the request of Lessee, Lessor will cooperate with Lessee and make available to Lessee upon demand any and all information which Lessee may reasonably require, join in any such contest or proceeding and execute any documents or pleadings that are reasonably required, including any agreement in settlement of any such contest or proceeding if it is necessary to do so to prosecute such proceeding, but Lessee in those circumstances shall pay, as

incurred, any direct, out of pocket costs and expenses incurred by Lessee in connection therewith, and Lessor shall have the right, as a condition of consenting to a settlement or judgment which imposes any monetary obligation on Lessor, to require that security satisfactory to Lessor be deposited with Lessor to protect against such monetary obligations. In any event, no such contest shall defer or suspend Lessee' obligations to pay the taxes or assessments as herein provided; but if Lessee is required by law to first pay the taxes or assessments and then seek a refund from the taxing authority, Lessee shall do so. Nothing in these provisions shall be in derogation of Lessor's right to contest or review any taxes or assessments by legal proceedings or in such other manner as may be available to Lessor.

The following express stipulations and conditions are made a part of this Lease and are hereby agreed to by the Lessee:

Section 1. Assignment. The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, or any rights hereunder, nor permit the same, or any part thereof, to be used for any other purpose other than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

Section 2. Liability for Damage to Lessee's Property. All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever.

Section 3. Compliance With Law. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Florida Department of Law Enforcement, the United States Coast Guard, Port of Palm Beach and all other federal, state and city government and of any and all their departments and bureaus having jurisdiction over the Building of which the Premises are a part.

Section 4. Casualty. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said Premises tenantable by repairs within ninety (90) days therefrom ("Repair Period"). If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, provided that notice of such cancellation is given in writing and within sixty days following the end of the Repair Period.

Section 5. Prompt Payment. The prompt payment of all amounts due hereunder for said Premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of this Lease, or any of said rules and regulations now in existence, or which may be hereafter

prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this Lease, and all of the rights of the Lessee hereunder.

Section 6. Costs of Collection and Cure. In the event Lessee, is in default for failure to timely pay any amount due hereunder, or is otherwise in default hereof, Lessee agrees to pay all attorney's fees and costs in connection with collection and curing the default, whether suit is brought or not, and if suit is brought, through all appellate levels.

Section 7. Landlord's Lien. The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the amounts due hereunder, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay Lessor's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the Lessor.

Section 8. Entry Upon Premises. The Lessor, or any of his agents, shall have the right to enter said Premises during all reasonable hours to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said Premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the building.

Section 9. As-Is. Lessee has made all such inspections of the Premises as it deems appropriate. Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term (as supplemented by Lessee's Improvements), excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said Lessor immediately upon demand, any damage to said Premises, or to the building, caused by any negligent act of Lessee or of any person or persons in the employ or under the control of the Lessee. Except to the extent otherwise herein set forth, any and all improvements to the Premises shall be Lessee's sole responsibility.

Section 10. Landlord Liability for Damage by Water. It is expressly agreed and understood by and between the parties to this Lease, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

Section 11. Bankruptcy. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of the Lease term, the Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this

Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above-described property by virtue of this Lease.

Section 12. Charges for Other Services Collectible as Rent. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the Premises by order of the Lessee, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent due and unpaid.

Section 13. Sales Tax. Lessee covenants and agrees to pay monthly as additional rent any sales, use or other tax, hereinafter imposed upon rents by the United States of America, the State of Florida, and any political subdivision thereof to Lessor, notwithstanding the fact that any statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor.

Section 14. Repairs and Maintenance. Lessor shall be responsible for all repairs, replacing all air conditioning filters, maintaining electrical fixtures and all plumbing apparatus. Lessee shall be responsible for changing light bulbs within the Premises and correcting all stoppages of plumbing within or originating from the Premises.

Section 15. Late Payment Charge. If Lessee shall fail to pay the monthly installment of Base Rent or any additional payment as required herein to Lessor, so that Lessor shall not receive same within five (5) days of the date when the amount is due and payable, a late charge of five percent (5%) of the total amount past due, or a minimum of One Hundred and no/100 Dollars ($100.00), whichever is greater, shall be paid by the Lessee to the Lessor per month, or portion of each month such item(s) is unpaid and still due. In addition to the aforesaid late charge, the Lessee shall pay interest at the rate of eighteen percent (18%) commencing five (5) days after the amount past due was payable by the terms hereof until the date Lessor received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by Lessor in regard to such collection efforts.

Section 16. Default.

a. Monetary Defaults. If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the Lessor, Lessor in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or otherwise herein, which shall include, but not be limited to, recovery of all remaining Base Rent due or to become due and all other amounts due or to become due under this Agreement. Billing by the Lessor shall constitute written notice hereunder.

b. Non-Monetary Defaults. In the event Lessee shall (a) be adjudged bankrupt; or (b) make an assignment for the benefit of its creditors; or (c) violate or fail to perform any of the agreements herein contained, except as set forth under "Monetary Defaults", above, or (d) if the Lessee shall abandon or vacate the Premises before the end of the term of this Lease and shall (unless notice and or demand are specifically dispensed with under other terms of this Agreement) fail to cure the default as to such agreements within ten (10) days after written notice from Lessor, Lessor in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or equity or otherwise herein, which shall include, but not

be limited to, the remedies provided in "Monetary Defaults", above. Notwithstanding the foregoing, any matter involving safety or security shall be addressed and cured without delay.

c. Other Remedies. The remedies for which provisions are made in this Section shall not be exclusive and shall be in addition to other remedies provided by law or equity, including without limitation, specific performance and injunctive relief, and Lessor may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including Lessor's rights to make claim against any financial guaranties provided for herein, e.g. guaranties, bonds and/or letters of credit given in connection with vessel agency or stevedoring. In addition, without limiting the Lessor's rights to other remedies afforded by Florida law, Lessor shall have all rights available to a landlord under Florida Statutes Chapter 83.

Section 17. Insurance. Lessee shall obtain public liability insurance from an insurance carrier satisfactory to Lessor to protect against loss from liability imposed by law for all damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of Lessee, or any person acting for it or under its control or direction, at the Premises, the building of which the Premises are a part, or any property of Lessor, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of any of the foregoing. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of not less than the greater of (i) One Million Dollars ($1,000,000.00) for any property damage or loss from any one (1) accident, and not less than One Million Dollars ($1,000,000.00) for injury to anyone (1) person and not less than Two Million Dollars ($2,000,000.00) from any one (1) accident combined, single limit, or (ii) if Lessee has a bunkering license, the amount required by District under the then-current Tariff or Executive Director for a bunkering license. Lessor reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Agreement as Lessor should determine to be commercially reasonable. Each such liability insurance policy shall be of the type commonly known as Owner's Landlord's and Tenant's Insurance, but provide the extended coverage required herein above and shall name Lessor as an additional insured.

Section 18. Insurance Binders. Lessee shall deliver to Lessor a copy of the binder of all insurances required of Lessee hereunder, and duplicate originals of the policy itself, and certificates evidencing the existence of the necessary insurance policies. All insurance policies contemplated herein to be maintained by Lessee shall insure Lessor and Lessee as their respective interests may appear, and shall show Lessor as a named insured. All such policies required to be maintained by Lessee shall be issued by companies qualified to write insurance in the State of Florida and possessing a rating of A-3A (or higher), by Best's Insurance Rating. The cost of premiums of all such policies of insurance as herein required to be maintained by Lessee shall be paid by Lessee. Any policy required hereunder to be maintained by Lessee or actually maintained by Lessee shall contain a clause that the insurer shall not cancel or change the insurance policy without first providing ten (10) days prior written notice to Lessor. Not less than thirty (30) days prior to the expiration of any insurance required herein to be maintained by Lessee or actually carried by Lessee, Lessee shall deliver to Lessor a copy of the certificate of renewal thereof.

Section 19. Liability of Lessor to Third Parties. Lessor shall not be liable for any damage or injury to any person or property whether it be Lessee's agents, guests, invitees, or otherwise by reason of Lessee's occupancy of the demised Premises or because of fire, flood, windstorm, acts of God or for any other reason, except that Lessor shall be liable for any damage or injury to any such party caused by or resulting from Lessor's own gross negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless Lessor from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person(s) which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, or by reason thereof, or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided, however, the Lessee shall not so indemnify and hold harmless as to the loss or damage due to the gross negligence or willful misconduct of Lessor, Lessor's employees, agents, guests, or invitees.

Section 20. Recording. This Lease shall not be recorded except by Lessor, in Lessor's sole discretion.

Section 21. Increased Risks. Lessee shall not use the Premises in any manner, even in Lessee's use for which the Premises are leased, that will increase risks covered by insurance on the Premises so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the Premises. Lessee further agrees not to keep the Premises or permit to be kept, used or sold or transferred thereon, anything prohibited by the policy of fire insurance covering the Premises. Lessee shall comply, at Lessee's own expense, with all requirements of insurers necessary to keep in force the fire and public liability covering the Premises.

Section 22. Subordination. This Lease and all rights of Lessee are subject and subordinate to the mortgages or other instruments of security which do now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof. This provision is hereby declared self-operative. Lessee agrees to execute any subordination agreement required by any lender loaning money to Lessor secured by the Premises. Further, upon request of Lessor, Lessee shall certify the status of this Lease in writing, including in such certification, the term, the annual rental, the amounts of any deposits claimed to have been hereunder, and whether or not Lessee is claiming any then current breaches or defaults by Lessor, and if so, the precise nature of such breaches or defaults.

Section 23. Improvements. All improvements shall be subject to the prior written consent of the Lessor, and the permitting requirements of the Port of Palm Beach District, and the same shall be at Lessee's sole cost and expense. Lessee shall obtain all other necessary permits from other governmental authorities having jurisdiction prior to commencing any improvements requiring such permits. Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessor against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments or encumbrances caused by Lessee. In the event any such lien shall be made or filed, Lessee shall bond against or discharge the same within five (5) days after the same have been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent. Lessee shall not have any authority to create any liens for labor or

materials on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Lessee's interest in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. Lessee agrees, at the request of Lessor, to execute a memorandum setting forth the above to be recorded in the public records.

Section 24. Condemnation. It is agreed by and between the parties that if the whole or any part of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to, and be the property of, Lessor.

Section 25. Notices. All notices, requests, approvals, consents and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail; or if personal delivery, at the time of delivery, or if by national overnight courier one day service addressed to the respective addresses stated below, then such notice, request or other communication shall be deemed to and have been given one (1) business day after being sent by national overnight courier, or if by facsimile, upon completion of transmission as evidenced by successful fax transmission notice, or if by E-Mail, upon transmission, and addressed to the parties at the addresses first set forth herein.

Section 26. Litigation in Palm Beach County. Any litigation commenced in connection with this Lease shall be commenced in Palm Beach County, Florida, and this Lease shall be interpreted pursuant to the laws of the State of Florida.

Section 27. Binding Effect. This contract shall bind the Lessor and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

Section 28. Time of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

Section 29. Rights Cumulative. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Section 30. Waiver of Certain Statutory Rights. The Lessee specifically waives all of its rights to receive any of written notice from Lessor as afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

Section 31. INTENTIONALLY DELETED.

Section 32. Discrimination. Lessee shall not discriminate against any person, employee,

or applicant for employment, promotion, recruitment, lay-off, compensation, selection for training or apprenticeship because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

Section 33. Signage. Lessee's signage shall be limited to a sign next to or on the door to the Premises, containing Lessee's business name. Lessor shall have the right to control the location and style of sign.

Section 34. Controlling Law; Venue. In any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

Section 35. Cross-Default and Termination. _____ _____ (if blank, there is no cross default provision, unless contained in another agreement between the parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

BY_____

_____
Printed Name of Witness:_____

_____

Printed Name of Witness:_____

LESSEE:
SSI Lubricants, LLC, a Florida Limited Liability Company

_____
Printed Name of Witness: Patricia Arruza

BY_____

_____
Printed Name of Witness: Cheryl Edwards

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as _____ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

_____
NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

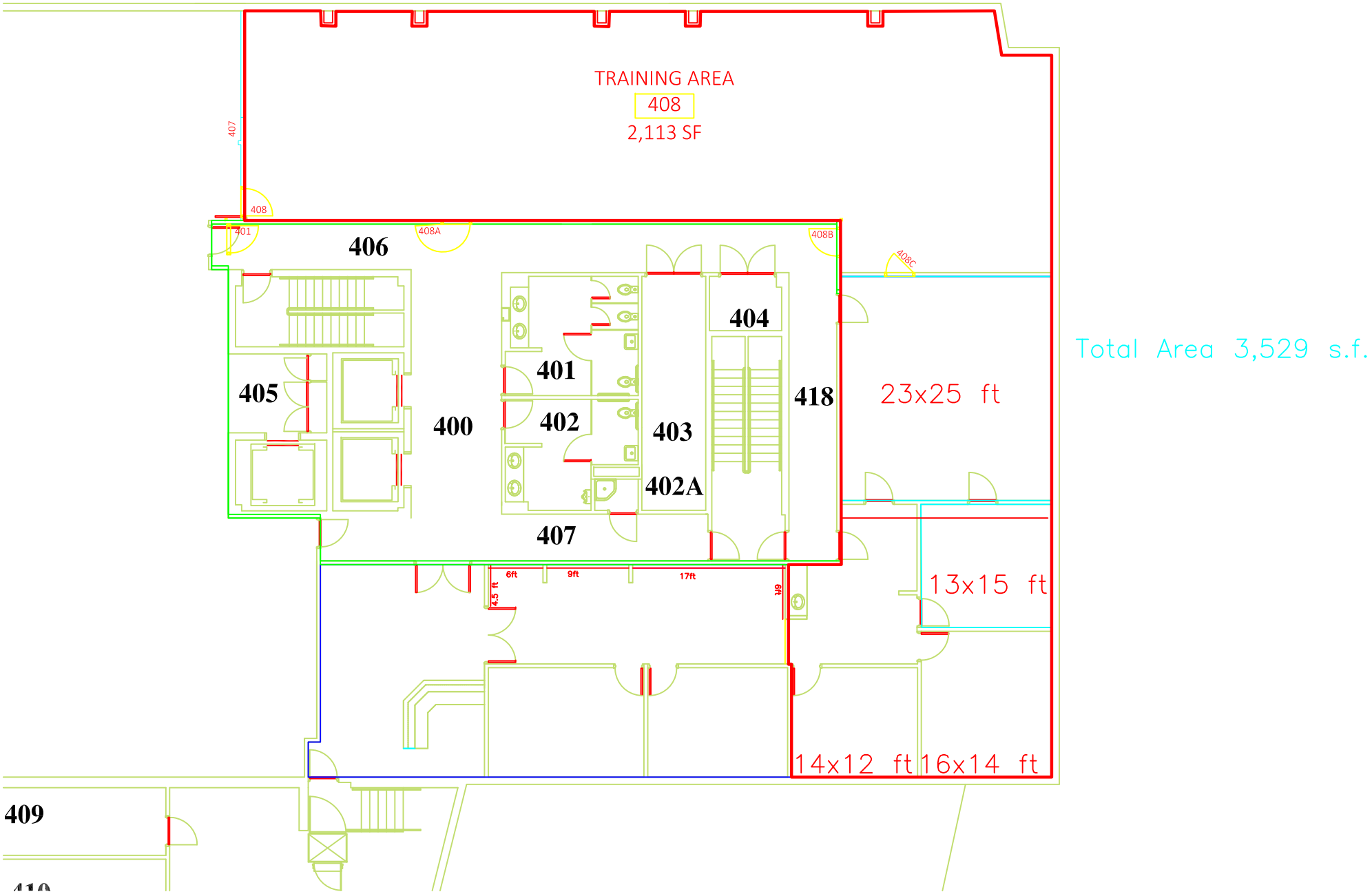
The foregoing instrument was acknowledged before me this 11th day of JULY, 2018 by CARLOS ARRUZA, who is personally known to me or who produced Florida Driver's license A620-113-54-350-0 as identification, as PRESIDENT of SSI Lubricants, LLC, a Florida Limited Liability Company.

[SEAL] Notary Public State of Florida
Thomas M Black
My Commission GG 191814
Expires 03/04/2022

_____
NOTARY PUBLIC
My commission expires: 03/04/2022

CompanyName	[??]
LeaseDate	[??]
CommencementDate	[??]

Exhibit A


TRAINING AREA
408
2,113 SF
407
408
401
406
408A
408B
408C
404
401
405
400
402
403
418
23x25 ft
402A
407
Total Area 3,529 s.f.
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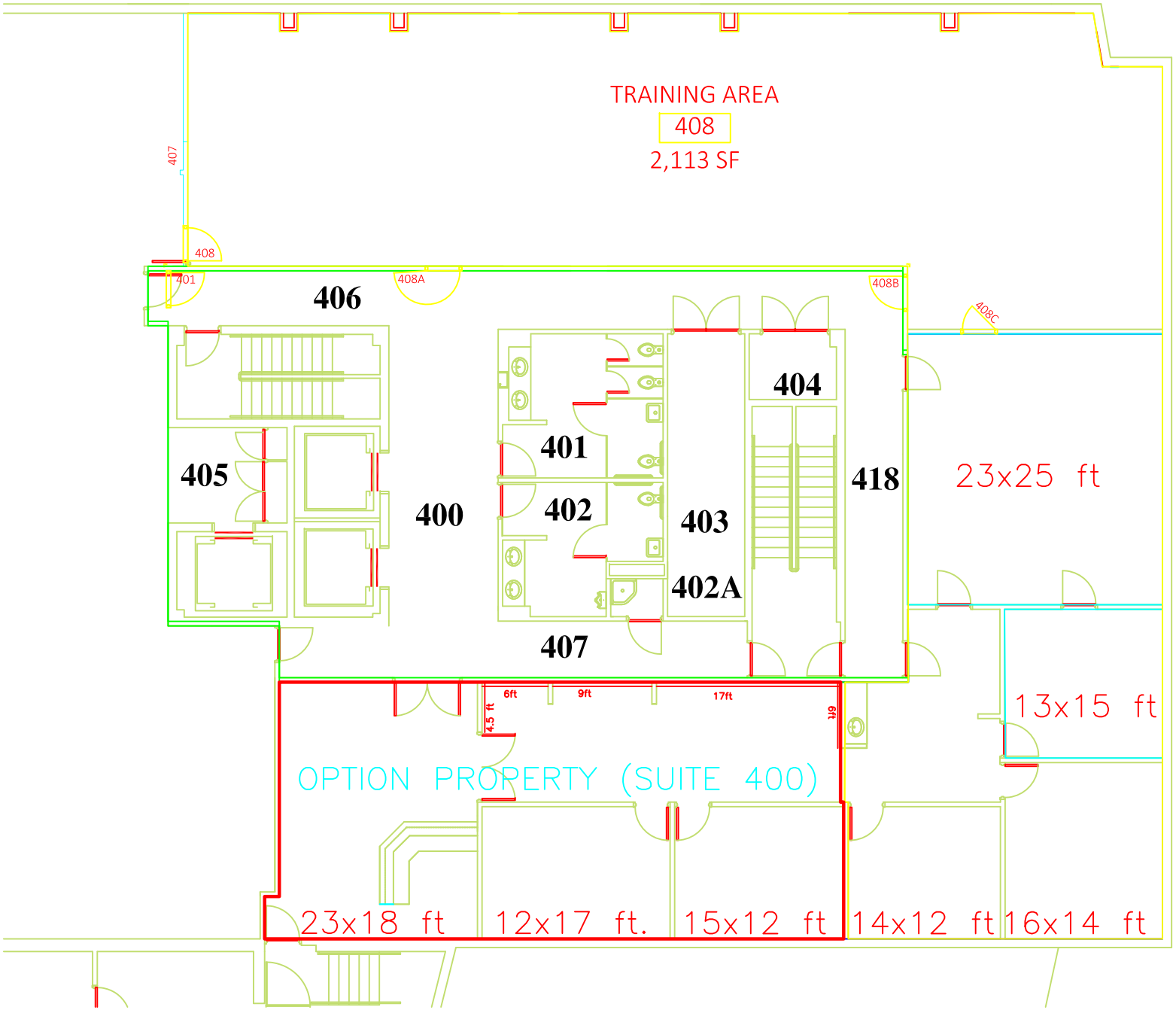
9ft
17ft
4.5 ft
6ft
13x15 ft
14x12 ft
16x14 ft
409
410

Option Parcel Suite 400



Area 1,197 s.f.

PORT OF PALM BEACH
&
SSI Petroleum, Inc. (SSI)

PRIME LEASE TERMS
July 19, 2018

Lessee: SSI Lubricants, LLC

Lease Area: 3,529 square feet (Drawing attached)

Lease Address: 1 East 11th Street, Suite 422, Riviera Beach, FL 33404

Purpose/Use: Corporate offices

Effective Date: July 20, 2018

Commencement Date: September 1, 2018

Term: 3-year with (3) 3-year renewal options

Rates: Base Rent - $ 18.45 per square foot

Three-month rent credit for move-in/suite improvements

Taxes and Insurance will be paid by SSI as a pass-through
Rents will be subject to annual CPI increase of 3% in all option years.

Use: SSI will use the leased premises for office space. They can make use of their leased space to third parties, not to exceed 15% of said space. Port can review and approve or deny any third parties; and/or require their termination.

Insurance: Lessee will be required to provide proof of, and keep in force for the entire term of the agreement all insurances required by the Port.

Janitorial: SSI will provide janitorial service to the leased premises not less than weekly and keep in clean condition.

Solid Waste Authority: Port may charge SSI its pro rata share of solid waste authority charges applicable to the Maritime Office Complex using the numerator of which is the square footage of the premises and the denominator of 41,411 in the event SSI personnel and/or janitorial utilize Port dumpsters.

Utilities: Port will provide water and electricity as part of monthly rent.

Parking: Port will provide SSI up to 14 employee parking spaces at no cost, at locations designated from time to time by Port. No exclusive parking will be provided. Up to 3 parking spaces can be made available should SSI exercise their option for additional 1,197 square feet. Visitor parking will also be made available.

Improvements/

Maintenance:

Any replacement or improvements to the leased premises are the responsibility of SSI and must be in accordance with Port District engineering and other local City or County requirements.

SSI will provide a timeline for anticipated improvements and the Port will provide SSI and their contractors access to the leased premises upon and after effective date through commencement of the lease.

Right of First Option: Port will provide SSI with the Right of First Option on Suite 400 (attached hereto) for the initial term of the lease in the event they relocate one of their other Florida offices.

Other: Port will provide some assignment language for SSI to be agree to by both parties' attorneys.

All items herein are agreed to:

SSI Lubricants, LLC

Port of Palm Beach District

_____

_____

Date: 7/6/18

Date: _____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

OLD BUSINESS
ITEM G-3

PREPARED BY: José Soler, PE Port Engineer July 19, 2018

SUBJECT: Ratification of MOB Demolition and Container Yard Improvements Project Payment to Vendors for Relocation of Existing Utilities

BACKGROUND:

At the June 2018 meeting, the Board approved the budget for the MOB Demolition and Cargo Yard Conversion project. The Board authorized the Executive Director to enter into a construction contract with West Construction, Inc. for $3,232,808.00 and a work order with CH2MHill for Construction Engineering Services in the amount of $421,680. The project total budget is $4,340,000.00 and the total estimated project cost is $4,267,477.74, a total of $72,522.26 under budget.

The approved project budget includes the cost related to relocation of existing utilities by third party contractors. The total amount of this cost is $297,140.74. The cost for the relocations work will be paid directly by the Port to the vendors.

CURRENT SITUATION:
In order to begin the relocation works of existing utilities that will be affected by the demolition of the MOB and redevelopment of the area, the Port has proceeded to pay the third party vendors to execute their respective works. The payments made by the Port for this work are in the total amount of $297,140.74, and distributed as follows:

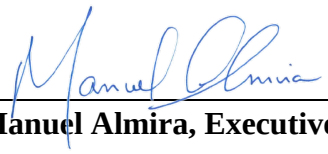
- Florida Power & Light $138,589.62
- Comcast $14,155.30
- Crown Castle Fiber $38,539.00
- AT&T $11,707.00
- Netphone Communications Inc. $94,149.82

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: The cost of $297,140.74 for the MOB Demolition and Container Yard Project is included in the approved FY 2018 Capital Budget and is funded 50/50 with and FDOT Grant.

RECOMMENDATION: The Port of Palm Beach Staff recommends that the Board ratify the cost related to relocation of existing utilities by third party contractors. The total amount of this cost is $297,140.74.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____

Disapproved: _____ Seconded By: _____

Deferred To: _____ Unanimous: Yes _____ No _____

Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH

MOB DEMOLITION AND CARGO YARD CONVERSION PROJECT

WEST CONSTRUCTION

I. EXISTING UTILITY RELOCATIONS

VENDOR	DESCRIPTION			AMOUNT
FLORIDA POWER & LIGHT	ENGINEERING DESIGN SERVICES DEPOSIT		$	2,000.00
FLORIDA POWER & LIGHT	MARITIME OGG BLDG DEMOLITION RADIAL REMOVAL		$	4,594.00
FLORIDA POWER & LIGHT	RELOCATION OF EXISTING POWER LINES (INCLUDING DESIGN AND AT&T SERVICE)		$	131,995.62
COMCAST	PULL FIBER OPTIC CABLE, PROVIDE PULL BOXES. AND SPLICE FIBER		$	14,155.30
CROWN CASTLE FIBER	REMOVE AERIAL FIBER OPTIC CABLE AND PLACE NEW INNER-DUCT AND FIBER OPCTIC CABLE I		$	38,539.00
ATT	RELOCATE COPPER CABLE FROM AERIAL TO BURIED DISTANCE OD 3 SPANS EQUALING 400 FEET		$	11,707.00
NETPHONE COMMUNICATIONS INC.	INSTALLATION OF 12 STRAND SINGLE MODE FIBER FROM MARITIME PORT BUILDING TO A COMMUNICATION BOX NEXT TO THE BRIDGE.		$	39,823.47
NETPHONE COMMUNICATIONS INC.	INSTALLATION OF 12 STRAND SINGLE MODE FIBER FROM MARITIME PORT BUILDING TO A COMMUNICATION BOX NEXT TO THE POLE.		$	54,326.35
	TOTAL UTILITY RELOCATION COST		**$**	**297,140.74**
II. CONSTRUCTION ENGINEERING SERVICES				
CH2M-JACOBS	DESIGN AND PERMITTING SERVICES		$	301,349.00
CH2M-JACOBS	BIDDING SUPPORT SERVICES		$	14,500.00
CH2M-JACOBS	CONSTRUCTION ENGINEERING AND INSPECTION		$	421,680.00
	TOTAL ENGINEERING SERVICES COST		**$**	**737,529.00**
III. BID PROPOSAL				
A. PRE-DEMOLITION ABATMENT				
	1. ABATMENT OF ACM, LBP AND OTHER HAZARD.		$	56,000.00
B. BUILDING DEMOLITION AND SITE WORK				
	1. BUILDING/FOUNDATION AND SITE DEMOLITION		$	258,720.00
	2. PAVEMENT REMOVAL AND REPLACEMENT		$	1,024,796.00
	3. UTILITY RELOCATIONS		$	63,840.00
	4. UTILITY VAULT AND CONDUIT INSTALLATION		$	505,240.00
	5. DRAINAGE IMPROVEMENTS		$	445,760.00
	6. LIGHTING		$	183,433.00
	7. FENCING		$	68,555.00
	8. PAVEMENT STRIPING		$	9,536.00
	SUBTOTAL		$	2,615,880.00
C. GENERAL				
	1. MOBILIZATION/DEMOBILIZATION		$	50,000.00
	2. GENERAL CONDITIONS		$	406,928.00
	a1. Hazardous waste indemnification	$ 1,000.00		
	a2. General indemnification	$ 1,000.00		
	b. General Owner Contingency Allowance	$ 75,000.00		
	c. Riviera Beach Permit/Health Department			
	SUBTOTAL		$	456,928.00
	SUBTOTAL		$	3,072,808.00
IV. CONTINGENCIES				
CONTINGENCY FOR ADDITIONAL ABATMENT - HAZARDOUS MATERIALS			$	10,000.00
CONTINGENCY FOR ADDITIONAL UTILITY RELOCATION /MODIFICATION			$	150,000.00
	CONTINGENCY SUBTOTAL		$	160,000.00
	CONTRACTOR BID AMOUNT		**$**	**3,232,808.00**
	TOTAL PROJECT COST		**$**	**4,267,477.74**
	BUDGET		**$**	**4,340,000.00**
	DIFF		**$**	**72,522.26**
	TOTAL PROJECT COST		**$**	**4,267,477.74**

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-1

PREPARED BY: Jarra Kaczwara — July 19, 2018
Senior Director, Business Development & Communications

SUBJECT: **Port of Palm Beach District**
2018 Strategic Plan Summary

BACKGROUND INFORMATION: The Port of Palm Beach District 2018 Strategic Plan Summary is meant to provide the Board of Commissioners with a strategic summary to include the Port's:

? Vision
? Mission
? Core Values
? SWOT Analysis (Strengths – Weaknesses – Opportunities – Threats)
? Goals & Objectives

These prime elements will establish the basis for the Port's Strategic Plan; as we move forward, the Plan establishes our strategies in accomplishing these important priorities outlined in this summary, and management can focus on the vision of this Board for the Port's future.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: Port Staff Respectfully Requests Consideration and Approval of the Port of Palm Beach District 2018 Strategic Plan Summary.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____



PORT of Palm Beach

2018 STRATEGIC PLAN SUMMARY


IMPORT. EXPORT.
YOUR PORT.
TROPIC TIDE
KINGSTOWN
tropical
SAFETY
PORTOFPALMBEACH.COM



TABLE OF CONTENTS

History	7
Board of Commissioners	9
Vision • Mission • Core Values	11
Strengths • Weaknesses • Opportunities • Threats	13
Strategic Goals & Objectives	15
Business Development & Retention	17
Community & Government Relations	19
Financial Strength	21
Environmental Stewardship	23
Organizational Development	25
Channel Viability	27
Safety & Security	29
Port Planning	31







HISTORY

Established in 1915 by citizens of Palm Beach County, the Port of Palm Beach District is a Special Taxing District, operating as a Sub-Division of the State of Florida. The taxing authority while able to tax has not elected to levy ad valorem taxes on district properties since 1975. This strategic decision is set each year by the Port of Palm Beach Board of Commissioners. The 5-member elected board which governs the port serves 4-year terms and sets the policies of the port.

The Port of Palm Beach is a diversified landlord port, offering cruise and cargo services to more than 30 onsite tenants. At only 162 acres, the port's efficiency is unparalleled, processing more than $7 billion in commodities, 2.5 million tons of cargoes and 700,000 cruise passengers annually. The port owns and operates 6.5 miles of its own rail and is the Grantee to Foreign-Trade Zone #135. The Port of Palm Beach ranks as the fourth busiest of Florida's 15 deepwater ports and 20th in the nation.

More than 2,850 people are employed by the Port of Palm Beach and its tenants, making it one of the largest employers in Palm Beach County. Through the contribution of more than $185 million in business revenue and $17.5 million in tenant-contributed state and local annual tax revenue, it is one of the largest economic engines in South Florida.





BOARD OF COMMISSIONERS



BLAIR J. CIKLIN



DR. JEAN LANDFAIR ENRIGHT



PEYTON W. MCARTHUR



WAYNE M. RICHARDS



KATHERINE M. WALDRON



VISION • MISSION • CORE VALUES

OUR VISION

To maintain a state-of-the-art port that is an integral part of the global distribution channels by sustaining economic vitality within the port's trade and cruise region while serving as an active partner to its local communities.

OUR MISSION

The Port of Palm Beach will capitalize on existing and emerging business opportunities through strategic infrastructure improvements designed to enhance current services, create new opportunities and maintain state-of-the-art facilities. By maintaining one of the safest, most efficient, and fiscally responsible environments in which to operate, and being a conscious steward of its natural environment, the Port of Palm Beach will continue to be a significantly valued partner for its customers, stakeholders and global markets.

CORE VALUES

- **INTEGRITY**
  Do what is right and ethical. It is Honesty. It is Responsibility. It is Accountability.

- **LEADERSHIP**
  Set an example in pursuit of excellence both internally and externally, and be a responsible steward to the people within the Port District. Strong leadership fosters teamwork, openness and mentoring while promoting growth and opportunities.

- **TEAMWORK**
  Work effectively and efficiently with staff and communities to empower one another. Together, everyone achieves more.

PORT of Palm Beach
IMPORT • EXPORT • YOUR PORT



STRENGTHS • WEAKNESSES • OPPORTUNITIES • THREATS

STRENGTHS

- Proximity to the Atlantic, 15 minutes from sea buoy to dock
- Access to Interstate and Intrastate Highways
- Landlord port provides customers the ability for lower cost of cargo handling
- 6.5 miles of on-port rail with on-dock rail transfer capability
- Direct connection to Florida East Coast Railway, with interconnection to CSX and Norfolk Southern
- Ability to be a dedicated home port for cruise lines with easy access and seamless passenger services
- Accessibility to alternative fuels
- Accessibility to decisions makers
- Top-ranked port for security
- Financially strong port

WEAKNESSES

- Limited land availability
- Draft currently restricted to 33 feet Mean Low Water (MLW)
- Vessel size limitations due to access impediments
- Limited storage track for rail cargo
- Limited, surface-only parking
- Inadequate and restricted airlift
- Residential and recreational proximity
- Heavy reliance on Caribbean economy

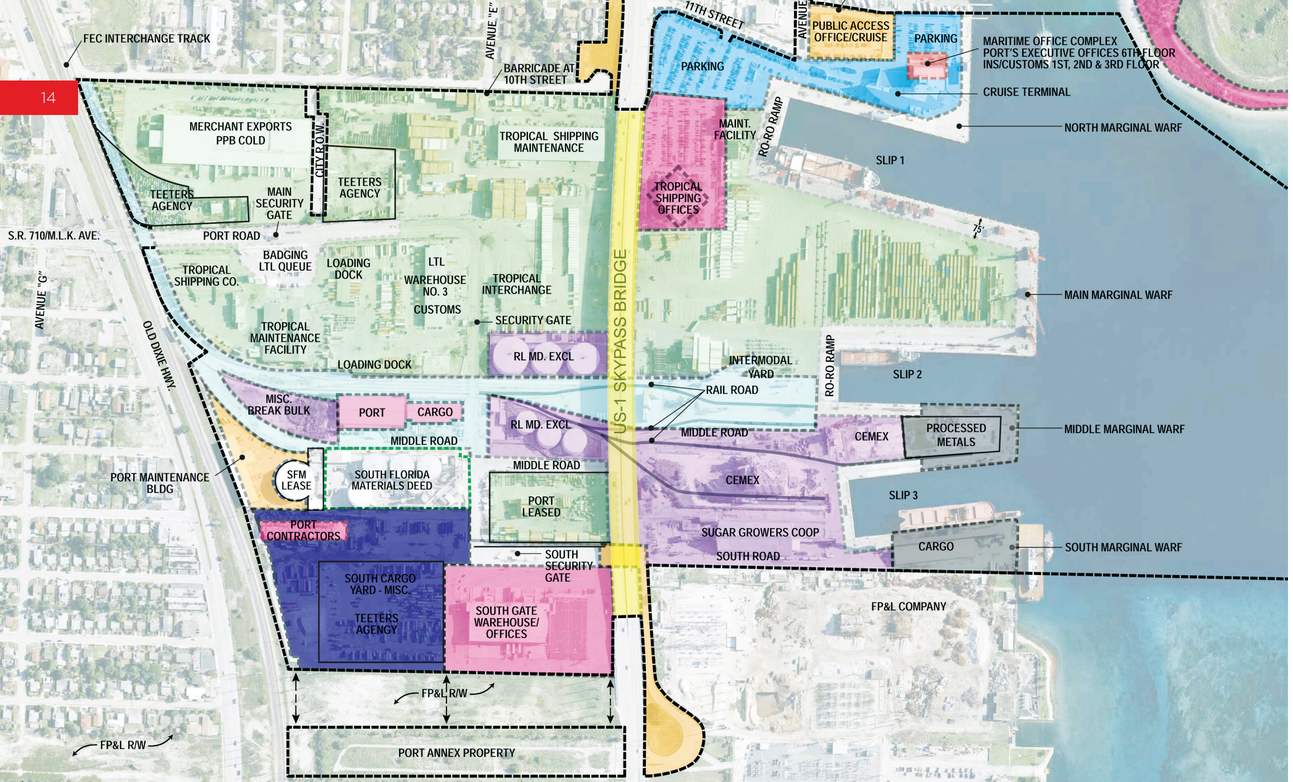
OPPORTUNITIES

- Alternative energy projects
- Emerging markets
- Increased rail cargo
- Rail to barge projects
- Use of non-continuous, port-owned land
- Land acquisition
- Vessel displacement opportunities, moving from larger ports
- Inland logistics centers

THREATS

- Limited infrastructure in new export destinations
- Competition with other South Florida ports
- Local pressure to limit port growth
- Future dredging opportunities

PORT of Palm Beach
IMPORT • EXPORT • YOUR PORT



STRATEGIC GOALS & OBJECTIVES

LEGEND

- STUDY AREA
- PRIVATE PROPERTY
- US-1 SKYPASS BRIDGE
- CRUISE TERMINAL OPERATIONS
- INTERMODAL RAIL YARD
- CARGO/CONTAINERS
- MIXED CARGO-BULK
- SUPPORT FACILITIES
- LEASE OFFICES /AREA
- GENERAL CARGO
- MIXED CARGO-BULK / CONTAINER



BUSINESS DEVELOPMENT & RETENTION

GOAL

Preserve and expand diversity in business segments while achieving sustained market share growth.

OBJECTIVES

- Expand into new emerging markets and commodities while retaining our current diverse customer base and market segments.
- Continue to review and maximize port revenue while negotiating agreements for land use consistent with our Master Plan.
- Promote and facilitate initiatives for increased awareness and activity of the port's Foreign-Trade Zone.







COMMUNITY & GOVERNMENT RELATIONS

GOAL

Engage the community to strengthen and build relationships that promote economic development and public stewardship.

OBJECTIVES

- Implement outreach to promote community interest of port operations and initiatives, to include local schools, groups and organizations.
- Foster relationships with local stakeholders and community leaders.
- Build and raise relationships with local, state and federal elected officials and agency leaders, and communicate our legislative agenda.







FINANCIAL STRENGTH

GOAL

Ensure the port's financial strength by growing annual profit and cash flow to meet operating and infrastructure needs.

OBJECTIVES

- Maintain a strong cash position with a minimum of 280 days of unrestricted cash.
- Ensure an appropriate return on investments, made to enhance port profitability by targeting a return that exceeds anticipated funding costs by a minimum of 100%.
- Maximize the use of grant funding to supplement both capital and security based capital expenditures.
- Develop and maintain an information technology infrastructure that meets port needs cost efficiently, while insuring both reliability and cyber-security.

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ENVIRONMENTAL STEWARDSHIP

GOAL

Develop, maintain and preserve an environmentally sustainable port.

OBJECTIVES

- Promote Green initiatives port-wide among tenants and the community.
- Maintain the quality of port-generated water into the Lagoon.
- Effectively mitigate contaminated soil on all port property.
- Develop prevention plans for each project to mitigate the impact and maintain an environmental balance.

GreenFirst
PORT OF PALM BEACH



ORGANIZATIONAL DEVELOPMENT

GOAL

Provide a well-trained organization that integrates people, processes and technology, and promotes a team-oriented environment with professional and personal growth.

OBJECTIVES

- Recruit and retain a highly qualified workforce.
- Invest in staff development and training.
- Develop and maintain port-wide policies that preserve flexibility while providing strong internal controls.

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CHANNEL VIABILITY

GOAL

Continue to deliver a minimum MLW draft that provides safe transit of vessel traffic in and out of the port.

OBJECTIVES

- Collaborate with U.S. Army Corps of Engineers on annual maintenance dredging and emergency dredging.
- Develop community consensus and awareness.
- Evaluation of dredging techniques to reduce environmental short- and long-term impact.
- Continue researching safety projects to assist vessel traffic and harbor pilots.
- Work closely with consultants to ensure that the Corps understands the issues that affect the port.

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SAFETY & SECURITY

GOAL

Provide a safe and secure port to its employees, tenants and community.

OBJECTIVES

- Promote a security culture and mindset.
- Enhance emergency preparedness through multi-agency training and exercises.
- Identify and mitigate potential vulnerabilities to critical infrastructure.
- Maximize outside funding opportunities to ensure that the port has adequate resources for capital projects, such as the Port Security Grant Program.





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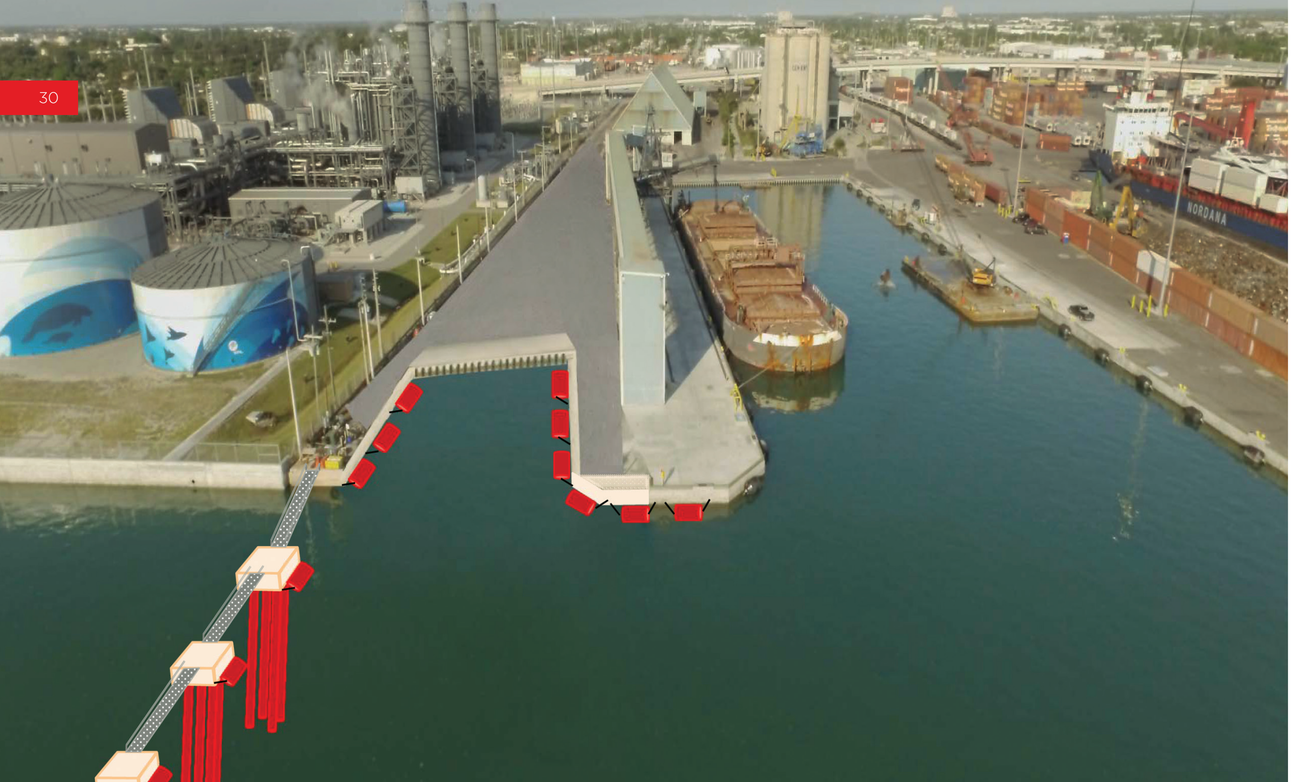

PORT PLANNING

GOAL

Enhance and maintain the port's infrastructure, to ensure reliability of port assets and to provide opportunities for the port and its tenants to grow and develop future business.

OBJECTIVES

- Monitor and update Master Plan.
- Monitor and promote Annual Capital Plan.
- Continue researching and securing grant funds for port capital projects, such as FSTED and FDOT Grants, Governor's Job Growth Fund, various federal infrastructure grants, and others.





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ONE EAST 11TH STREET, SUITE 600
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561-383-4100
WWW.PORTOFPALMBEACH.COM

PUBLISHED JULY 12, 2018

Port of Palm Beach
@PortofPalmBeach
@ManuelAlmiraPPM
PortofPalmBeach

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-2

PREPARED BY: Jarra Kaczwara July 19, 2018
Senior Director, Business Development & Communications

SUBJECT: Florida Sugar & Molasses Exchange, Inc. (FSME) Amendments

a) Sixth Amendment to Lease Agreement
(FSME – f/k/a Florida Sugar Marketing & Terminal Assoc., Inc.)

b) Tenth Amendment to Lease Agreement
(successor by merger to Florida Molasses Exchange, Inc.)

BACKGROUND INFORMATION: The Port and FMSE have agreed to modify the following terms of each agreement as follows:

Sixth Amendment to Lease Agreement (Sugar Agreement)

- *Renewal Term*
  FSME will exercise their lease option from Oct 31, 2018 – Oct 31, 2028; and therefore is provided an additional 10-year lease option ending Oct 31, 2048

  ***FSME has an additional 10-year renewal option from Oct 31, 2028 – Oct 31, 2038 under their current agreement.*

Tenth Amendment to Lease Agreement (Molasses Agreement)

- *Renewal Term*
  FSME will exercise their lease option from Oct 31, 2018 – Oct 31, 2028; and therefore is provided an additional 10-year lease option ending Oct 31, 2048

  ***FSME has an additional 10-year renewal option from Oct 31, 2028 – Oct 31, 2038 under their current agreement.*
- CPI Adjustment Date
  CPI adjustment date the Molasses agreement will no longer be April 1 – it will be the same as the Sugar agreement on November 1 of each year beginning in 2018 and every 3 years thereafter
- Temporary Relinquishment of Parcel
  - Commencing on September 1, 2018, and for 3 years, and thereafter
  - Year-to-Year upon request of the Port and approval of FSME
  - 36,374 sq. ft. (shown on attachment) will be relinquished back to the Port for Purposes of Port and port tenant use for cargo and equipment storage
  - Weight provisions apply for a small area over the equalization pipe (shown on attachment)
  - Waiver of rent, $18,914 annually, during this period

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: Decrease $18,914 annually / Unknown increase in storage fees

RECOMMENDATION: Port Staff Respectfully Requests Consideration and Approval of Florida Sugar & Molasses Exchange, Inc. (FSME) Amendments as presented:
a) Sixth Amendment to Lease Agreement (FSME – f/k/a FL Sugar Marketing & Terminal Assoc., Inc.)
b) Tenth Amendment to Lease Agreement (successor by merger to FL Molasses Exchange, Inc.), and final execution by the Executive Director.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

Sixth Amendment to Lease Agreement

THIS SIXTH AMENDMENT is made this 10th day of July 2018 by and between the PORT OF PALM BEACH DISTRICT, a quasi-public corporation and political subdivision of the State of Florida (hereinafter referred to as the "DISTRICT"), and FLORIDA SUGAR & MOLASSES EXCHANGE, INC. (f/k/a FLORIDA SUGAR MARKETING & TERMINAL ASSN., INC.), a Florida Agricultural Cooperative Marketing Association (hereinafter referred to as the "CORPORATION").

W I T N E S S E T H:

WHEREAS, the DISTRICT and the CORPORATION entered into that certain Lease Agreement dated October 11, 1977 (hereinafter, together with any and all amendments thereto, called the "Lease Agreement"), pursuant to which the CORPORATION leases from the DISTRICT certain premises (further defined in the Lease Agreement and hereinafter referred to as the "Premises") at the DISTRICT's Maritime Terminal; and

WHEREAS, the DISTRICT and the CORPORATION amended said Lease Agreement by First Amendment to Lease Agreement dated July 8, 1999 (the "First Amendment"); and

WHEREAS, the DISTRICT and the CORPORATION amended said Lease Agreement by a Second Amendment to Lease Agreement dated May 20, 2004; and

WHEREAS, the DISTRICT and the CORPORATION amended said Lease Agreement by a Third Amendment to Lease Agreement dated January 23, 2007; and

WHEREAS, the DISTRICT and the CORPORATION amended said Lease Agreement by a Fourth Amendment to Lease Agreement dated October 23, 2014 (the "Fourth Amendment"); and

WHEREAS, the DISTRICT and the CORPORATION amended said Lease Agreement by a Fifth Amendment to Lease Agreement dated February 18, 2016; and

WHEREAS, the DISTRICT and the CORPORATION desire to further amend and modify the Lease Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable considerations, receipt of which is hereby acknowledged by each party from the other, the DISTRICT and the CORPORATION hereby agree to amend the provisions of the Lease Agreement in accordance with the following terms and conditions.

1. Recitals and Definitions. The parties hereby acknowledge that the recitals set forth above are true and correct, and are incorporated herein by reference. Unless specifically defined herein, all of the terms, as utilized in this Sixth Amendment to Lease Agreement (hereinafter referred to as the "Amendment") shall be as defined in the Lease Agreement.

2. Exercise of Renewal Term. The parties acknowledge that the CORPORATION has exercised the fourth renewal option for the Premises pursuant to the First Amendment, which extends the terms of the Lease Agreement from October 31, 2018 to October 31, 2028.

3. Additional Renewal Term. Provided that the Fifth Renewal Term provided for in the Fourth Amendment is exercised, then the CORPORATION shall have an option for an additional ten (10) year term ("Sixth Renewal Term"), beginning at the end of the Fifth Renewal Term and ending on October 31, 2048 upon the same terms, covenants, and conditions as contained in the Lease Agreement by furnishing the DISTRICT written notice of the exercise of such option of renewal not less than one-hundred eighty (180) days prior to the expiration date of the then current term, with rental adjustments continuing throughout the Sixth Renewal Term on the terms set forth in the First Amendment and this Amendment; and it is specifically agreed that the CORPORATION's rights under the Non-Exclusive Easement Deed dated December 29th, 1977 shall extend for the term of the Lease Agreement, as the same may be renewed, and be co-terminus with the Lease Agreement.

4. Rent Based on Cost of Living Index. Notwithstanding anything to the contrary in the Lease Agreement, the rent payable under the Lease Agreement shall be adjusted based on the change in the Cost-of-Living Index as set forth in the First Amendment, provided that the next adjustment shall occur on November 1, 2018 and rent shall continue to be adjusted on November 1 every three (3) years thereafter.

5. Miscellaneous. All of the terms, covenants and conditions set forth in the Lease Agreement shall continue in full force and effect, except to the extent modified by this Amendment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Amendment this ___ day of _____, 2018.

DISTRICT:

PORT OF PALM BEACH DISTRICT

By:_____
_____, as Chairman

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____, 2018 by _____, as Chairman of Port of Palm Beach District, who is ___ personally known to me or who produced _____ as identification.

_____
Notary
Print Notary Name: _____

Notary Public--State of Florida

CORPORATION:

FLORIDA SUGAR & MOLASSES EXCHANGE, INC.

By: _____

_____, as ~~President~~ Vice President

Witness

Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on July 10, 2018 by Michael J Tally as Vice President of FLORIDA SUGAR & MOLASSES EXCHANGE, INC., who is ___ personally ~~known to me~~ or who produced _____ as identification.

PEGGY SCOTT
MY COMMISSION # FF 913637
EXPIRES: November 2, 2019
Bonded Thru Notary Public Underwriters

_____
Notary

Print Notary Name: Peggy Scott

Notary Public--State of Florida

Tenth Amendment to Lease Agreement

THIS TENTH AMENDMENT made as of this 10th day of July 2018 by and between the PORT OF PALM BEACH DISTRICT, a quasi-public corporation and political subdivision of the State of Florida (hereinafter referred to as the "DISTRICT"), and FLORIDA SUGAR & MOLASSES EXCHANGE, INC., a Florida Agricultural Cooperative Marketing Association (successor by merger to FLORIDA MOLASSES EXCHANGE, INC.) (hereinafter referred to as the "CORPORATION").

W I T N E S S E T H:

WHEREAS, the DISTRICT and the CORPORATION entered into that certain Use Agreement dated April 24, 1973, that certain Lease Agreement dated August 26, 1980, as amended by Addendum to Lease Agreement dated October 30, 1980, as further amended by Second Amendment to Lease Agreement dated August 12, 1987, as further amended by Third Amendment to Lease Agreement dated January 29, 1988 (the "Third Amendment"), as further amended by Fourth Amendment to Lease Agreement dated July 20, 1988, as further amended by Fifth Amendment to Lease Agreement dated October 15, 1997, as further amended by Sixth Amendment to Lease Agreement dated June 17, 1999 (the "Sixth Amendment"), as further amended by Seventh Amendment to Lease Agreement dated April 24, 2003 (the "Seventh Amendment"), as further amended by Eighth Amendment to Lease Agreement dated October 23, 2014 (the "Eighth Amendment"), and as further amended by Ninth Amendment to Lease Agreement dated January 19, 2017 (all of the foregoing being hereinafter collectively called the "Lease Agreement"), pursuant to which the CORPORATION leased from the DISTRICT certain premises described as Parcel 1, Parcel 2, and the Additional Premises (hereinafter referred to collectively as the "Premises") at the DISTRICT's Maritime Terminal; and

WHEREAS, the DISTRICT and the CORPORATION desire to amend and modify the Lease Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable considerations, receipt of which is hereby acknowledged by each party from the other, the DISTRICT and the CORPORATION hereby agree to amend the provisions of the Lease Agreement in accordance with the following terms and conditions:

Section 1 Recitals and Definitions.

The parties hereby acknowledge that the recitals set forth above are true and correct, and are incorporated herein by reference. Unless specifically defined herein, all of the terms as utilized in this Tenth Amendment to Lease Agreement (hereinafter referred to as the "Amendment") shall be as defined in the various documents comprising the Lease Agreement.

Section 2 Exercise of Renewal Term

The parties acknowledge that the CORPORATION has exercised the third renewal option for the Premises pursuant to the Sixth Amendment, which extends the terms of the Lease Agreement from October 31, 2018 to October 31, 2028.

Section 3 Additional Renewal Period of Premises

Section 13 of the Lease Agreement, as amended by the Third Amendment, the Sixth Amendment, and the Eighth Amendment, is further amended by the addition of a fifth additional renewal period as follows:

> The CORPORATION shall have the right and option to renew the tenancy arising under the Lease Agreement, for a fifth additional ten (10) year term, beginning October 31, 2038 and ending on October 31, 2048 upon the same terms, covenants, and conditions as contained in the Lease Agreement by furnishing the DISTRICT written notice of the exercise of such option of renewal not less than one-hundred eighty (180) days prior to the expiration date of the then current term. In the event of such renewal of the Lease Agreement, the rent payable under the Lease Agreement shall continue to be adjusted based on the change in the Cost-of-Living Index as set forth in the Lease Agreement.

Section 4 Rent Based on Cost of Living Index

Notwithstanding anything to the contrary in the Lease Agreement, the rent payable under the Lease Agreement shall be adjusted based on the change in the Cost-of-Living Index as set forth in the Lease Agreement, provided that the next adjustment shall occur on November 1, 2018 and rent shall continue to be adjusted on November 1 every three (3) years thereafter.

Section 5 Temporary Relinquishment of Parcel 2

Commencing September 1, 2018 and for a period of three (3) years thereafter, the portion of the Premises referred to as "Parcel 2" containing 36,374 square feet, the location of which is

shown on Exhibit "A", may be temporarily used by the DISTRICT as a lay-down area for the DISTRICT's tenants' cargo and equipment, provided that the DISTRICT shall, and shall cause all of the DISTRICT's tenants using Parcel 2, to not place items on or over the general area containing the concrete molasses equalization pipe, the location of which is shown on Exhibit "B" (the "Pipe Area"), which exceed 7,400 pounds for up to a 40 foot empty chassis or which would otherwise damage or harm the concrete molasses equalization pipe. Further, the DISTRICT shall, and shall cause all of the DISTRICT's tenants using Parcel 2, to not store or keep on Parcel 2 fuel, oil, or chemicals of any kind nor store or park motorized vehicles on Parcel 2, without the prior written permission from the CORPORATION (provided that, ingress and egress of motor vehicles is permitted in connection with the movement of cargo and equipment on and off of Parcel 2). The DISTRICT shall provide reasonable prior notice to the CORPORATION prior to any DISTRICT's tenants' use of Parcel 2. Notwithstanding the foregoing, the CORPORATION shall continue to have the right to use the Pipe Area for the maintenance, repair, and replacement of the concrete molasses equalization pipe. The CORPORATION shall have the right to install concrete ballards or other structures or improvements to prevent the placement of items on or over the Pipe Area. Accordingly, during the temporary period of non-use of Parcel 2 by the CORPORATION, the CORPORATION shall not be required to pay rent, taxes, or any other amount due under the Lease Agreement for Parcel 2. The temporary period of non-use may be extended by the DISTRICT on a year-to-year basis upon the prior written approval of the CORPORATION, in its sole and absolute discretion, provided that the DISTRICT provides at least six months' prior written notice to the CORPORATION of the DISTRICT's intent to extend the period. The DISTRICT shall repair (including replacement if required in CORPORATION'S reasonable judgment) any damage to Parcel 2 and the concrete molasses equalization pipe resulting from use by the DISTRICT, the DISTRICT's employees, agents, and contractors, the DISTRICT's tenants, or the DISTRICT's tenants' employees, agents, and contractors. Upon the expiration of the temporary period of non-use, the DISTRICT shall return Parcel 2 in the same or better condition as existed on the commencement date of the temporary period of non-use. The DISTRICT shall indemnify, defend, and hold harmless the CORPORATION from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties and based on the acts and omissions (specifically including negligence) of the DISTRICT, the DISTRICT's employees,

agents, and contractors, the DISTRICT's tenants, and the DISTRICT's tenants' employees, agents, and contractors in connection with Parcel 2.

Section 6 DISTRICT's Insurance.

During the temporary period of non-use, the DISTRICT shall, and shall cause all tenants using Parcel 2, to obtain and maintain in full force and effect the insurance coverages described on **EXHIBIT "C"**. The DISTRICT shall furnish evidence that the DISTRICT and each of the DISTRICT's tenants using Parcel 2 maintains all insurance coverages required under this Amendment at least five days before any such use of Parcel 2 by each applicable party for any reason.

Section 7 Ratification

All of the terms, covenants, and conditions set forth in the Lease Agreement shall continue in full force and effect, except to the extent modified by this Amendment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Amendment this ___ day of _____, 2018.

DISTRICT:

PORT OF PALM BEACH DISTRICT

By:_____
_____, as Chairman

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____, 2018 by _____, as Chairman of Port of Palm Beach District, who is ___ personally known to me or who produced _____ as identification.

_____
Notary
Print Notary Name: _____

Notary Public--State of Florida

CORPORATION:

FLORIDA SUGAR & MOLASSES EXCHANGE, INC.

Witness

By: _____, as President

Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on July 10, 2018 by Michael J Zally as Vice President of FLORIDA SUGAR & MOLASSES EXCHANGE, INC., who is ___ personally known to me or who produced _____ as identification.

PEGGY SCOTT
MY COMMISSION # FF 913637
EXPIRES: November 2, 2019
Bonded Thru Notary Public Underwriters

Notary

Print Notary Name: Peggy Scott

Notary Public--State of Florida

EXHIBIT "A"
LOCATION OF PARCEL 2

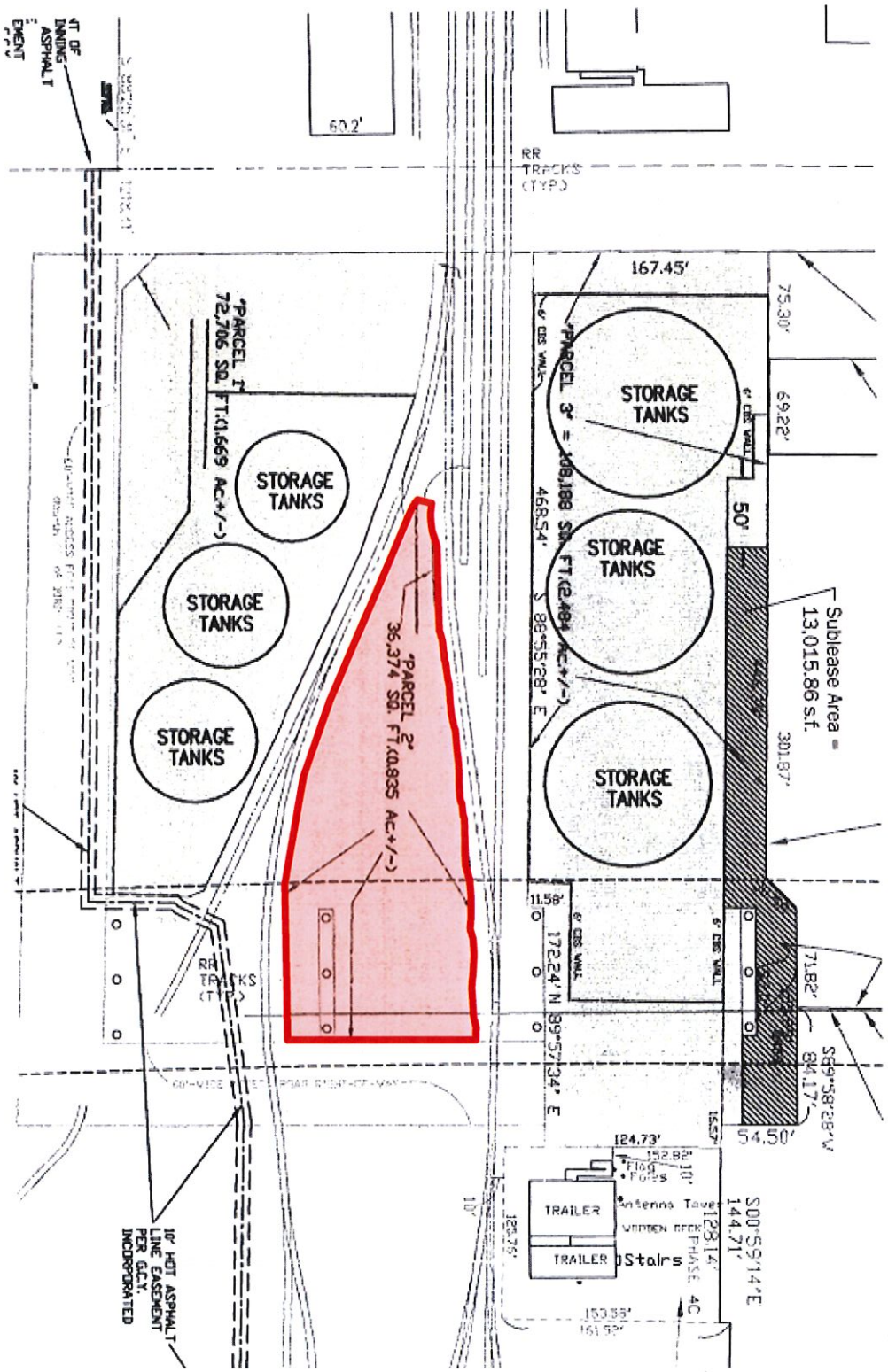

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EXHIBIT "B"
LOCATION OF PIPE AREA

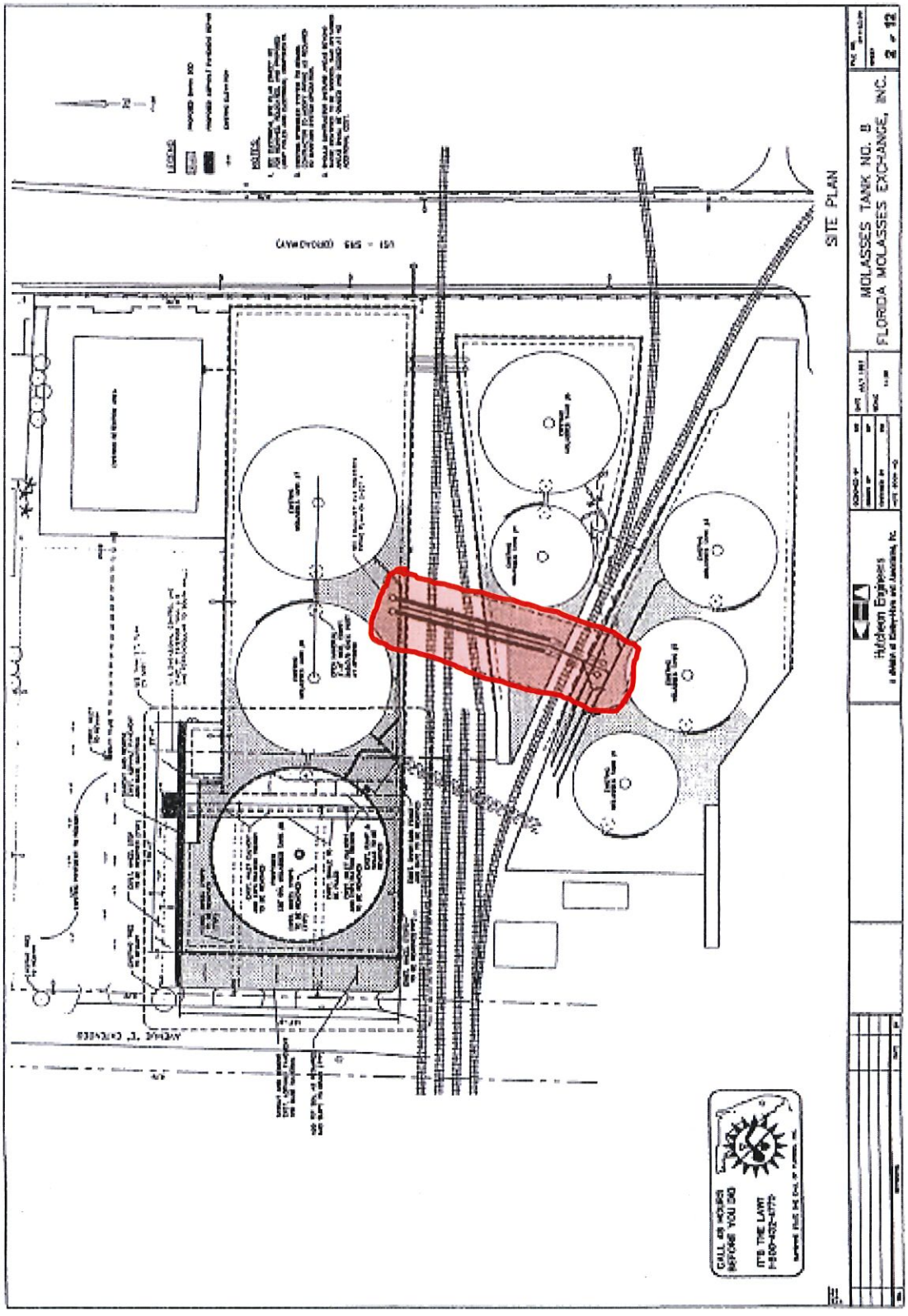


EXHIBIT "C"
INSURANCE REQUIREMENTS

General Liability – Limit $1,000,000

Worker's Compensation – Statutory Limits including USL&H

Auto Liability – Limit $1,000,000 – including Hired/Non-Owned Liability

Umbrella/Excess – Limit $4,000,000

FLORIDA SUGAR & MOLASSES EXCHANGE, INC., its officers, directors and employees, shall be named specifically as Additional Insureds on the General Liability, Pollution, and Auto policies. DISTRICT tenants shall also name the DISTRICT as an Additional Insured. For DISTRICT tenants only, Waiver of Subrogation in favor of *FSMEI*, to be included for all policies, including WC. Such insurance shall be primary and non-contributing.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

NEW BUSINESS
ITEM H-3

PREPARED BY: Paul J Zielinski Deputy Director / Chief Financial Officer July 19, 2018

SUBJECT: Port Of Palm Beach Tariffs
Adoption of Port of Palm Beach Tariff #22 & Freight Tariff PPBD 8015-J

BACKGROUND: The Port of Palm Beach District held Public Hearings on July 3, 2018 and July 10, 2018, to discuss proposed Port of Palm Beach Tariff #22. The District has the authority to adopt the proposed Tariff modifications/rate revisions pursuant to its Charter. The purpose of the modifications/rate revisions is to update the Port's Tariff and adjust fees. The proposed tariff modifications/rate revisions will apply to current and future users of the District, and are expected to result in approximately $331,000.00 in additional funds for the District – $135,000 from tenants/users and $196,000 from parking. The District does not anticipate any costs associated with the implementation or enforcement of the proposed Tariff revisions. The title of the revised Tariffs will be "Tariff 22" and Freight Tariff "8015-J".

Attached is a clean copy of District Tariff #22 and Freight Tariff #8015-J for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes _X_____

FINANCIAL IMPACT: Financial Impact for FY 2019: $331,000 in additional revenue.

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to review and adopt Port of Palm Beach Tariff #22 and Freight Tariff PPBD 8015-J with an effective date of October 1, 2018.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No ___
Incorporated into Minutes: _____ By: _____



Tariff No. 22

Rates, Rules and Regulations Covering Port Facilities of the Port of Palm Beach District

Issue Date: August 31, 2018 Effective Date: October 1, 2018

Port of Palm Beach District
Tariff No. 22
Table of Contents

Item #	Subject	Page #
100	**Consent to Terms of Tariff**	**5**
101	**Abbreviations**	**5**
102	**Definitions**	**5**
105	**Location**	**9**
115	**Jurisdiction**	**9**
125	**Dock Facilities**	**10**
145	**Terminal Facilities**	**12**
155	**Rail Switching**	**13**
165	**Pilotage Rates**	**13**
305	**Access to Harbor**	**13**
307	**Duties of Harbormaster**	**13**
310	**Anchorage in Turning Basin & Channel**	**13**
315	**Obstruction to Navigation**	**13**
320	**Speed**	**13**
325	**Collisions or Grounding of Vessels**	**14**
330	**Manning of Vessels & Mobile Condition**	**14**
335	**Mooring**	**14**
340	**Lights and Other Operating Requirements**	**14**
345	**Pollution of Air and Water**	**14**
346	**Discharging Ballast or Throwing Rubbish in the Water**	**15**
348	**Nuisance Created by Vessel Running Engines in Gear**	**15**
350	**Vessels Derelict, Arrested and/or Seized**	**15**
355	**Application for Berth Assignment**	**15**
360	**Requirements of Vessels to Work Overtime**	**16**
365	**Demurrage of Vessels**	**17**
380	**Unauthorized Dockage/Cargo Storage**	**17**
383	**Regulation of Vessel Movements**	**17**
385	**Change of Location of Vessels**	**17**
390	**Dockage Rates**	**18**
391	**Interrupted Dockage Computation of Charges**	**18**
395	**Line Handling**	**18**
400	**Harbormaster Fee**	**19**
403	**Terminal Rights**	**19**
405	**General Restrictions & Limitations**	**19**
407	**Liability for Loss or Damage**	**19**
409	**Responsibility for Damage to Facilities**	**19**
411	**Responsibility for Cleaning Facilities**	**20**

413	**Cargo Statements Required**	**20**
415	**Non-Waterborne Cargo**	**20**
417	**Access to Records**	**21**
418	**Public Records**	**21**
419	**Payment of Charges and Invoices - Litigation**	**21**
421	**Delinquent List**	**22**
422	**Service Charges**	**22**
424	**Indemnification Clause**	**22**
426	**Indemnity Bond**	**23**
428	**Performance Bond**	**23**
430	**Insurance**	**23**
432	**Responsibility for Cargo**	**24**
438	**Delivery Orders**	**24**
444	**Unconsigned Cargo**	**24**
446	**Liens, Enforcement**	**24**
448	**Wharfage Earned**	**25**
451	**Stevedore Licensing**	**25**
452	**Steamship Agency Licensing**	**25**
453	**Other Licensing**	**26**
454	**Permitting**	**26**
455	**Wharf Obstruction**	**26**
461	**Vehicle Operation**	**27**
462	**Abandoned Vehicles**	**27**
464	**Solicitation**	**27**
466	**Bill Posting Prohibited**	**27**
468	**Smoking Restrictions**	**27**
470	**Explosives, Flammable and Other Dangerous Cargo**	**27**
471	**Other Authorities Having Jurisdiction**	**27**
472	**No Trespassing**	**28**
473	**Commercial Filming**	**28**
474	**Signs**	**28**
475	**Area Designation**	**28**
477	**Hot Work Permits**	**28**
480	**Potable Water**	**28**
482	**Electric Current**	**28**
486	**Special Services**	**29**
490	**Crane Services**	**29**
491	**Crane Operator's License**	**29**
492	**Refuse Disposal**	**30**
493	**Clean Up**	**30**
495	**Parking Decals**	**30**
496	**Parking**	**30**
498	**Cruise Terminal Infrastructure Fee**	**31**
499	**Passenger Wharfage, Embarking, In Transit, Disembarking**	**31**
500	**Cruise Terminal Operating Fee**	**31**
501	**Cargo Terminal Operating Fee**	**31**
505	**Combined Rates**	**31**
516	**Radiation Monitoring / Security Contraband Search**	**31**
521	**Security Badging**	**31**
526	**Enforcement of Tariff**	**32**
531	**Illegal Loading / Unloading**	**32**
536	**Severe Weather Safe Harbor Disclaimer**	**32**

541	**Delivery of Bunkers / Petroleum Products by Barge / Trucks**	**32**
546	**Diving Operations**	**32**
551	**Heavy Cargo Fee**	**33**
553	**Heavy Cargo Pad Area**	**33**
556	**Drug-Free Workplace**	**33**
561	**Security Fees**	**33**
571	**Space Assignments**	**34**
576	**U.S. Customs and Border Protection Clearance (Dive Boat Operations)**	**34**
578	**Sales Tax**	**34**
580	**Scales**	**34**
582	**Fumigation**	**34**
583	**Trans-Shipment Cargo**	**34**
584	**Rates: Wharfage, Storage, Demurrage**	**35**

ACCESS TO TARIFF INFORMATION AS FOLLOWS:

Hard Copy: Obtain by contacting the Clerk's Office either by phone at (561) 383-4100 or in writing to: Port of Palm Beach District, 1 East 11th Street, Suite 600, Riviera Beach, FL 33404.

Electronic Version: Obtain by visiting the District's website at www.portofpalmbeach.com

100 - CONSENT TO TERMS OF TARIFF

The use of the waterways and piers, wharves, bulkhead, docks and other facilities under the jurisdiction of the District shall constitute a consent to the terms and conditions of this Tariff as a contract, and evidence an agreement on the parts of the vessels, their owners and agents, and tenants or other users of any of the Port Facilities to pay all charges specified in this Tariff and be governed by all rules and regulations published herein. This Tariff shall be administered evenly in the interest of efficient business operations for all authorized Port users**.**

101 - ABBREVIATIONS

BBL	Barrel
BF	Board Feet
CU FT	Cubic Feet
CWT	Hundred Weight
FBM	Feet Board Measure
GRT	Gross Registered Ton
ISO	International Organization for Standardization
LOA	Length Overall
MIN	Minimum
MT	Measurement Ton - equals 40 cubic feet
NOS	Not Otherwise Specified
ST	Short Ton - 2,000 pounds
W/M	Weight or Measure
TEU	Twenty Foot Equivalent Unit, containing approximately 1,360 cubic feet

102 - DEFINITIONS

Abandoned Cargo	Any cargo on which charges have not been received by the District within 90 days shall be considered abandoned cargo. The District reserves the right to remove any or all such property to another part of the premises, or remove it and place in storage off the Port Facilities at the risk and expense of the owner. The District may retain possession of the property until all charges have been paid. When the Executive Director determines final abandonment of cargo in any instance, he shall dispose of same under established District procedures.
Agent	Includes a person authorized to transact for and in the name of another person or company. Types of agent are: brokers, commission, merchants, resident buyers, sales agents and manufacturer's representatives.
Aggregate	Any of several hard, inert materials which, among other things, are used for mixing in various size fragments with a cementing material for concrete, mortar, or plaster. Includes, but is not limited to, crushed rock and sand.
Apron, Apron Wharf, Wharf Apron	The paved area landward of the perimeter of the bulkhead line, as designated by the District from time to time. No cargo or equipment shall be stored on the Apron except when in the active and continuing process of being loaded or unloaded.
Berth Assignment	The specific location assigned to a vessel to moor at Port Facilities.
Board Foot	A unit of quantity for lumber equal to the volume of a board that is 12x12x1 inches – abbr. BF. If the number of BF is not listed on the manifest, then all charges will be assessed by weight.
Break Bulk	Packaged but non-containerized cargo and cargo shipped as a unit (bags, bales, barrels, boxes, cartons, drums, pallets, sacks, vehicles, etc.)
Bulk Cargo	Loose, non-containerized cargo
Bunkering	The taking on by a vessel of petroleum products and derivatives for fueling, lubricating, and/or other associated uses.
Cargo Handler/ Cargo Handling	The handling and/or transferring of cargo not including loading to or unloading from a vessel.
Coastal Cruise	The cruise of a vessel that both departs and returns from the Port Facilities within

a twenty-four hour period without making a foreign port of call.

Combined Rates A combination of rates otherwise set forth in this tariff as individual rates.

Common Use Area Open yard area or transit shed space that is not leased or assigned as a grid. Subject to the terms of this Tariff for storage and demurrage charges.

Containers When the term “container” is used anywhere in this Tariff it shall refer to the so-called “Standard 20-foot or 40-foot ISO seagoing container”. Containers are measured in 20 foot equivalent units (T.E.U.) and are of various ISO approved lengths and heights.

Dangerous Cargo Dangerous cargo (includes, without limitation, hazardous materials, explosives, radioactive materials, etc.) Items included in Title 33 of the Code of Federal Regulations Section 160.203 and further defined in sections referenced therein.

Day As used herein, the term "day" shall mean each calendar day and shall include weekdays, Saturdays, Sundays and holidays. Unless otherwise stated herein, a "day" shall commence immediately after midnight and end twenty-four hours later, at midnight of that day. Where the term "twenty-four hour period" or "twenty-four hours", the same shall mean exactly that, and shall not necessarily coincide with a "day", as just defined.

Demurrage A charge assessed against cargo remaining in or on Port Facilities (which facilities are not then part of demised premises under a lease), after the expiration of both Free Storage Time and Paid Storage Time.

Derelict Vessel Any vessel which is intended to operate under its own power or wind power and is unable to do so, or which is taking on water at a rate in excess of its then-current ability to discharge same and remain afloat.

District The Port of Palm Beach District, a Special Taxing District created by Special Acts of the State of Florida Legislature.

Dockage The charge assessed against a commercial/private vessel for berthing at a wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed.

Draying The physical movement of cargo between any two points.

Executive Director The term “Executive Director” as used in this Tariff will include in its meaning both the Executive Director as named by the Board of Commissioners, and the Executive Director's duly authorized representative. Any act which may be taken by the Executive Director hereunder, may be taken by the authorized designee of the Executive Director. The Executive Director performs the duties of the “Port Manager” as defined in the Act, and such other duties are assigned by the Board of Commissioners, including those defined as responsibilities of the “Executive Director” herein, and is granted the authority assigned to the “Executive Director” provided for in this Act.

Facility Security Plan A plan developed to ensure the application of security measures designed to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons on board at the respective MARSEC Levels pursuant to all applicable laws including but not limited to 33 Code of Federal Regulation parts 101 and 105, et seq.

Foreign Trade Zone FTZ are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory.

Free Storage Time (a/k/a Free Time) The 14-day period during which cargo may occupy space assigned to it on outside terminal property free of Demurrage or other storage charges immediately prior to the loading or subsequent to the discharge of such cargo on or off the vessel. Free storage time is only given to waterborne cargo.

Gangway Watch Additional security that is requested or required (in the determination of the Executive Director) due to safety or security concerns related to, but not limited to, cargo, stowaways, terrorism, absconders, high risk crewmembers, customs, border patrol or contraband. Such security is not limited to the vessel’s gangway.

Handling The service of physically moving cargo between point of rest and any place of the terminal facility, other than the end of ship’s tackle.

Harbormaster That person designated as "Harbormaster" by the Executive Director of the District.

Heavy Cargo Any individual piece of cargo in the excess of 100,000 lbs. shall be considered Heavy Cargo.

Holidays Where reference is made in this Tariff to "Holidays" it means the following days:

DATE	HOLIDAY
January 1st	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veterans Day
4th Thursday and Friday in November	Thanksgiving
December 25th	Christmas Day

When any one of the Holidays fall on Sunday, the following Monday is observed as a holiday. If any Holiday falls on Saturday, the preceding Friday is observed as a holiday.

Hot Work Any activity involving riveting, welding, burning, the use of powder–actuated tools, or similar fire-producing operations. Grinding, drilling, abrasive blasting, or similar spark-producing operations are also considered hot work except when such operations are isolated physically from any atmosphere containing more than 10% of the lower explosive limit of a flammable or combustible substance.

Indemnity Bond District shall have the right to require that a user of the Port Facilities furnish the District with an Indemnity Bond, indemnifying the District against any loss or any damages caused by the user and for the payment of bills that accrue as a result of dockage, cargo and passenger wharfage, water sales, storage, rentals, leases, warehousing, wharf demurrage, electric current and any other charges that may accrue under this Tariff or otherwise. The amount of such Indemnity Bond shall be determined by the Port's Executive Director.

ISO Tank Container as defined by the International Standard Organization.

Lay-In Vessel The term "Lay-In Vessel" shall mean any vessel that is

i. lying alongside a pier or dock without diligently and continuously loading and/or discharging cargo or embarking/debarking cruise passengers.
ii. loading ship stores and/or fuel
iii. due to one or more mechanical issues, regulatory issues, or contractual issues is unable to depart its berth (or relocate to another berth at the direction of the Executive Director). Any vessel that is a Lay-In Vessel is not considered a working vessel.

Loading/Unloading The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, lighters or barges or any other means of conveyance to or from Port Facilities.

Minimum Fixed Rate Means any specific rate named in this tariff

Non-Waterborne Cargo All cargo, containers and trailers delivered to the Port Facilities by any transportation method other than waterborne transportation, which is not reshipped via waterborne transportation from the Port Facilities.

Normal Working Hours The Normal Working Hours of the Port Facilities shall be from 8:00 a.m. to 5:00 p.m. on Monday through Friday inclusive, holidays excepted. Requests to load in or load out at any time other than within the Normal Working Hours shall be made prior to 5:00 p.m. of the day of the activity and arrangements must be made with an appropriate user to accept or release cargo.

NOS Not otherwise specified.

Operator Any Person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in the United States or its possessions. An equipment operator provided through the District is not an "Operator" under this definition.

Overtime Charges Overtime charges shall apply when services are performed at times not within the regular working hours at the Port Facilities.

Pipeline A route or channel, above or below ground whereas liquid or dry bulk materials are transferred to/from a vessel or barge.

Passenger Anyone who is embarking to or debarking from a vessel at Port Facilities other than a crewmember.

Passenger Wharfage	A charge assessed against a passenger on a vessel, other than a crewmember, when embarking to or debarking from a vessel at Port Facilities. Passenger wharfage is solely the charge for use of wharf and other passenger facilities and does not include charges for any other service.
Person	A natural person and any firm, entity, foreign or domestic, for profit and not for profit, including without limitation, any partnership, limited partnership, limited liability company, trust and corporation, and without limitation, vessel owners and charterers, shippers, consignees and vessel sharers.
Point of Rest	That area on the terminal facility, which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo, may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.
Port Facilities	All wharves, sheds, warehouses, terminals, slips, railroad tracks, equipment, upland area, submerged lands, and all other property and equipment owned and/or leased and/or operated by the District or used in connection therewith. However, the term does not include the submerged or upland property owned by the District at or adjacent to Peanut Island leased to third parties as of the date of initial adoption of this Tariff, or the docks at Peanut Island, unless, by agreement with a user, the terms of this Tariff are to apply to use of such docks or lands.
Port User	Any Person making use of or on Port Facilities.
Rail Tariff	Switching and other terminal charges. Also, rules and regulations governing the handling of cars at locations at the Port Facilities. See Port of Palm Beach District Freight Tariff on port website.
Security Fee	Fees charged to partially offset the District's cost of compliance with Federal, State and local security regulations.
Steamship Agent	Any Person who acts for and/or represents a vessel and its cargo, or party and represents Persons in all matters as needed. Wherever a charge, expense, cost or obligation is imposed upon a vessel and its cargo, or Person under this Tariff, maritime law or the terms of an agreement between a Person and the District, the Steamship Agent shall be financially responsible for all such charges, expenses, costs and obligations, and for compliance with all directives of the District given pursuant to this Tariff.
Stevedore	Labor management companies that provide equipment and hire workers to transfer cargo between ships and docks. Stevedore companies may also serve as terminal operators.
Stevedore Equipment	All tools, conveyances, vehicles, machinery or gear used to aid in the loading or unloading of cargo from a vessel, and includes, but is not limited to, fork lifts, cranes, hoppers, boat cradles, spreader bars, pallets, dunnage, containers, jockey trucks, and flat racks.
Storage Time (a/k/a Paid Storage Time)	The 14-day period of time after any applicable Free Time and prior to Demurrage becoming applicable.
Tariff	This publication containing the rates, charges, rules, regulations, and practices at Port Facilities.
Temporary Staging Area	A defined and designated area intended to provide a temporary location for staging of cargo. The duration for the temporary staging area must be less than 24 hours; this area is not subject to free storage time. Temporary Staging Areas are utilized for staging export cargo only. Please refer to item 125 – Dock Facilities of this Tariff to identify Temporary Staging Areas.
Terminal	One or more structures comprising a terminal unit, including, but not limited to wharves, warehouses, covered and/or open storage space, cold storage facility, and/or bulk cargo structures, landings/receiving stations for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers.
Terminal Storage	The service of providing warehouse or other terminal facilities for the storing of inbound cargo, outbound cargo, Trans-shipment Cargo or non-waterborne cargo, including wharf storage, shipside storage, closed or covered storage, open or ground storage, after storage arrangements have been made.
Ton (a/k/a Short Ton)	When the term "Ton" is used anywhere in this Tariff, without qualifying words, it shall mean a net ton of 2,000 pounds.
Ton W/M	When the term "Ton W/M" is used anywhere in this Tariff, it shall mean a net ton of 2,000 pounds (the "Weight") or 40 cubic feet (the Measure) unless otherwise specified when so freighted; whichever produces the greater revenue for the

District under the terms of this Tariff. The number of cubic feet in the Measure is determined using the number of cubic feet which would be contained within the largest 6-sided box (having all right angles) required to contain the cargo had the cargo been shipped in such a rectangular box.

Trans-shipment Cargo (Relay Cargo) Inbound waterborne cargo which is (i) not removed from the Port Facilities prior to reshipping, (ii) is re-shipped via waterborne transportation from the Port Facilities by the same carrier within a 7-day period, (iii) which cargo is stored only on the steamship line's own leased property and (iv) where the owner's agent has secured an executed Trans-shipment Cargo Agreement from the District, generally, no less than two weeks prior to the arrival of the vessel carrying the cargo.

Vessel When the term "vessel" is used anywhere in this Tariff, it shall mean floating craft of every description, except otherwise specified in individual items and shall include in its meaning the term "owners and agents" thereof.

Waters of the Port When the term "Waters of the Port" is used anywhere in this Tariff, the same shall mean the water and submerged lands beneath the water (regardless of the ownership of said submerged lands), contained within the following area:

Western Boundary:	Old Dixie Highway
Eastern Boundary:	A line extending generally north and south along the 35 foot contour of the Atlantic Ocean, which contour is referred to in Item 105 of this Tariff.
Northern Boundary:	Eastward extension of the northern geographical boundary of the District as described in Item 105 of this Tariff until such extension intersects the Eastern Boundary described above.
Southern Boundary:	Eastward extension of the southern geographical boundary of the District as described in Item 105 of this Tariff until such extension intersects the Eastern Boundary described above.

Wharfage A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto, or under Port Facilities or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Charges for Wharfage do not include charges for any other service.

Working Vessel A vessel lying alongside a pier or dock that is diligently and continuously loading and/or discharging cargo or embarking/debarking cruise passengers, and, in the case of cargo, achieving an average cargo transfer rate of 10 percent of their GRT per 12-hour period (Normal Working Hours).

Yacht A vessel used for private cruising, racing, or other non-commercial purposes.

105 – LOCATION

Port Facilities are located on a salt water sound known as The Lake Worth Inlet and lie 1-1/10 miles from the 35-foot contour of the Atlantic Ocean, to which it is connected by an artificial cut at the North End of The Lake Worth Inlet. Depths and widths of the Lake Worth Inlet are the responsibility of the Army Corps of Engineers and are not warranted or guaranteed by the District. The Port Facilities are primarily located in Riviera Beach, Florida between Old Dixie Highway and The Lake Worth Inlet. The geographical boundaries of the District are defined in the Act creating the Port of Palm Beach District and acts amendatory thereto.

115 – JURISDICTION

The District has jurisdiction over and control of the Port Facilities. The administration, operation and maintenance of the Port Facilities are governed by Board of duly elected Commissioners of the District and under the direct administration and supervision of the Executive Director employed by said board.

125 – DOCK FACILITIES

The Port of Palm Beach offers four slips with seventeen berths, consisting of one hundred twenty-seven 50-foot bays as follows: (Stated depths reflect the Army Corps of Engineers' projected depths. Normal tidal range is 2.6 - 3.0. **Depths are not warranted or guaranteed by the District.)**

Berth No. 1, Bays 1-9
North Marginal ……..…….... 450' Depth 25'

Berth No. 2/3, Bays 10-23
North Side of Slip 1 ……..…... 700' Depth 33'

Berth No. 4, Bays 24-28
West End of Slip 1 .....….....260' Depth 33'

Berth No. 5/6, Bays 29-49
South Side of Slip 1 ……....1,110' Depth 33'

Berth No. 7, Bays 50-58
Main Marginal ..... 464' Depth 33'

Berth No. 8/9, Bays 59-73
North Side of Slip 2 ..... 760' Depth 33'

Berth No. 10, Bays 74-77
West End of Slip 2 …….....210' Depth 33'

Berth No. 11/12, Bays 78-91
South Side of Slip 2 ..... 700' Depth 33'

Berth No. 13, Bays 92-95
Middle Marginal ..... 215' Depth 25'

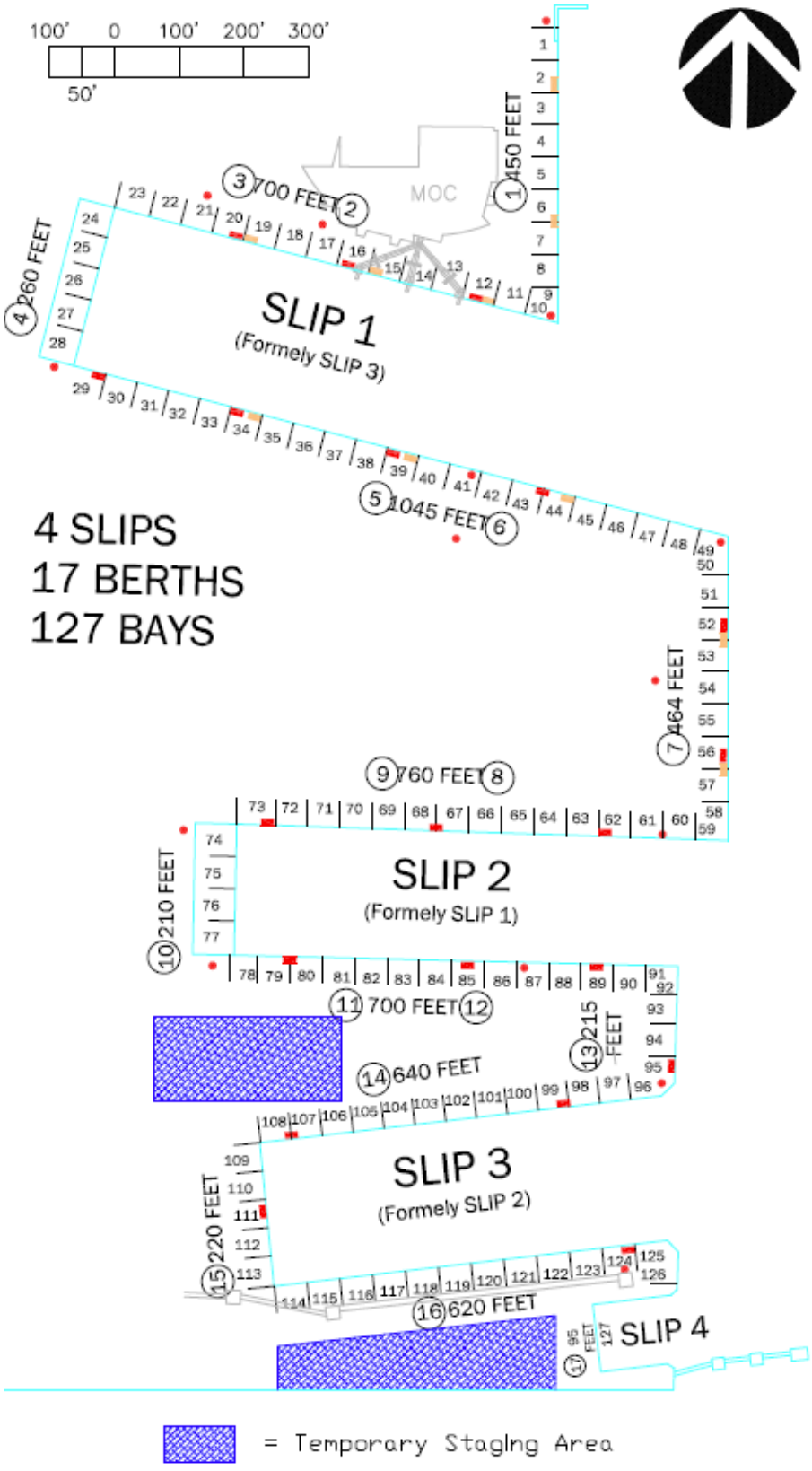
Berth No. 14, Bays 96-107
North Side of Slip 3..... 640' Depth 33'

Berth No. 15, Bays 108-111
West End of Slip 3 .....220' Depth 25'

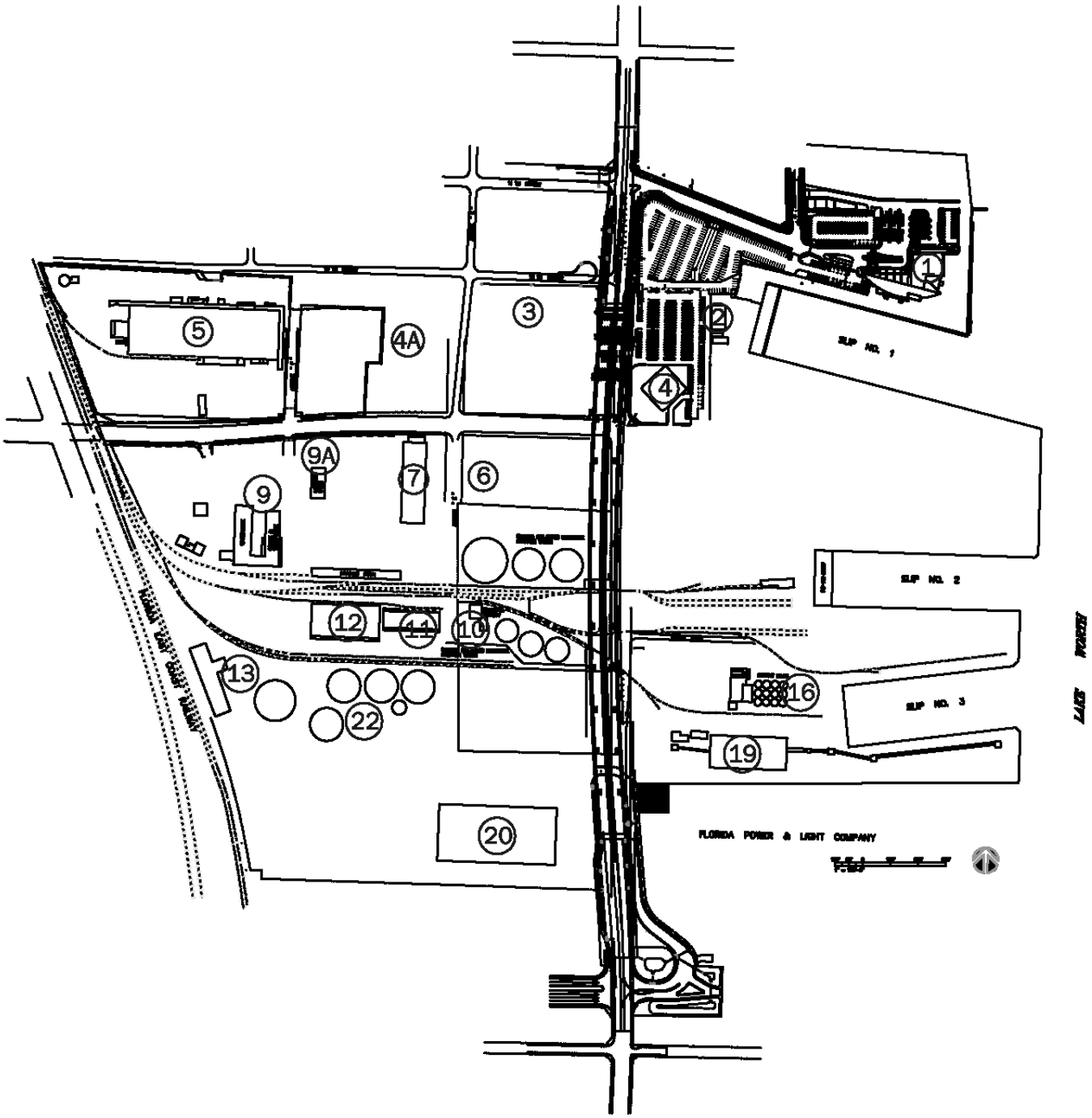
Berth No. 16, Bays 112-123
South Side of Slip 3 .....620' Depth 33'

Berth No. 17, Bays 124-127
South Marginal ..... 210' Depth 25'

NOTE: SLIP AND BERTH IDENTIFICATION: In 2001, the historical Slip and Berth numbering system was changed to reflect new infrastructure improvements, resulting in the slip to the south of the Cruise terminal being denominated as "Slip 1". The slip previously denominated as Slip 1 was redesignated as Slip 2, and the south slip became designated as Slip 3. In addition, berths were redesignated as set forth in the drawing above.



145 –TERMINAL FACILITIES



① Cruise Terminal
Maritme Office Complex
One East 11th Street

② Tropical Shipping
Two (2) East 11th Street

③ Tropical Shipping - PK1
50 West Port Road

④ Maritime Office Building (MOB)
5 East 11th Street

④A Tropical Shipping - PK2
100 West Port Road

⑤ Port of Palm Beach
Merchants Export
200 West Port Road

⑥ Tropical Shipping Interchange
75 West Port Road

⑦ Tropical Shipping
851 Avenue "E"

⑨ Tropical Shipping
151 West Port Road

⑨A Tropical Shipping
121 West Port Road

⑩ Molasses Terminal
700 Avenue "E"

⑪ Heavy Lift Warehouse
801 Avenue "E"

⑫ Warehouse
100 Middle Road

⑬ Port of Palm Beach
300 Middle Road

⑯ Cemex - Cement
119 East Port Road

⑲ Florida Sugar Terminal
124 East Port Road

⑳ Port of Palm Beach South Gate Warehouse
301 Broadway

㉒ South Florida Materials
701 Avenue "E"

155 – RAIL SWITCHING

The District operates, but is not required to operate, an industrial switching operation, consisting, from time to time, of one or more switch engines and crew which normally operates five days a week, 8 hours a day, switching cars from the Florida East Coast Interchange Track to the unloading and loading locations within the District. Switching service is available 24 hours a day, and seven days a week, subject to overtime charges. The District has 6.5 miles of track for holding, loading, and unloading unit car trains. Intra- and inter- terminal switching charges are set forth in Freight Tariff PPBD and all supplements thereto, available on Port Website.

165 - PILOTAGE RATES

A Schedule of Rates for Pilotage to and from Port Facilities can be obtained by contacting the Palm Beach Harbor Pilots Association. District does not represent that it controls the activities of the Pilots and is not responsible for same.

All vessel owners, operators, or agents are required to consult with the Pilots Association prior to calling at the Port Facilities regarding requirements and restrictions for existing conditions at the Port Facilities. Restrictions may include the use of assist tugs, daylight entry, slack water transit, an empty slip or a reduction in draft.

Contact information: Telephone 561.845.2628 / Fax 561.845.2644 / PBPilots@aol.com / www.palmbeachpilots.com

305 – ACCESS TO HARBOR

Notwithstanding any other provisions of the Tariff, the Executive Director may refuse entry of any vessel to the Port Facilities, when, in his/her discretion, such refusal shall be in the best interest of the District.

No vessel shall be permitted to enter, leave, or shift berths at Port Facilities without the authorization of the Executive Director or his/her duly authorized representative. Authorization must be obtained on marine Ch. 16 or 12 from either the Port of Palm Beach Harbormaster or Port of Palm Beach Security.

307 -- DUTIES OF HARBORMASTER

In addition to other duties set forth in this Tariff, the duties of the Harbormaster include (but not limited to):

1. Scheduling of vessel arrivals, departures and berth assignments in coordination with the Port's Pilot Association, vessel agents and Federal/State/Local authorities.

2. Prioritize vessel movements, berth assignments and cargo staging to utilize Port Facilities to their maximum operational potential, and resolve scheduling, and cruise and cargo terminal space conflicts.

310 – ANCHORAGE IN TURNING BASIN & CHANNEL

Due to navigation hazards, no person, firm or corporation, whether as principal, agent, employee, or otherwise shall anchor any vessel, boat, barge, or other watercraft of any kind in the turning basin or in the channel to or from the Port Facilities, except in cases of actual emergency or by pre-arrangement with the Executive Director and other authorities having jurisdiction.

315 – OBSTRUCTION TO NAVIGATION

No substance or object, including any without limitation, a vessel that may become or constitute an obstruction to navigation, or become a nuisance, shall be deposited in the Waters of the Port. Violators and the owner of any such substance or object will be pursued to the fullest extent of the law for all civil damages plus costs of clean-up; lost revenue of the District; plus, fifty percent (50%) of said costs and lost revenues; plus, all attorney's fees.
Any such substance or matter removed by the Port, will be removed at violator's and owners expense.

320 – SPEED

It shall be unlawful for vessels or other watercraft to proceed at a speed which will endanger other vessels or structures. Official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local laws, rules and regulations apply.

The speed limit for all motorized vehicles and equipment at Port Facilities is 15 mph. All operators of vehicles at the Port Facilities must be at least 18 years of age, and possess all required valid state licenses for operation of the type of vehicle being operated by them fully as though such vehicle was then being operated on State Roads and Federal Highways.

325 – COLLISIONS OR GROUNDING OF VESSELS

In the event of a grounding or a collision between two vessels, or between a vessel and any wharf, dock, or pier or attachment to any of the foregoing; a written report of such collision or grounding, shall, within twenty-four hours, be furnished to the Executive Director by the Master, owner, or agent of said vessel; provided that in the case of a minor collision where a vessel is under way and proceeding to the open seas, there being no need of repair, said report may be mailed by the Master of such vessel from the next port which it enters; and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.

330 – MANNING OF VESSELS & MOBILE CONDITION

Every vessel must, at all times, have on board at least one person in charge with authority to take such action as may be directed by the Executive Director, and every vessel must be kept in a mobile condition and have on board sufficient crew members to operate the vessel should movement of the vessel be ordered by the Executive Director. Vessels not maintained in a mobile condition shall be assessed five times normal dockage for the port call. Written request must be made to and approved by the Executive Director prior to complete shutdown of all propulsion machinery for repairs or otherwise.

335 – MOORING

Vessels shall, at all times, be secured to the dock in a manner satisfactory to the Executive Director or duly authorized representative.

340 – LIGHTS AND OTHER OPERATING REQUIREMENTS

All vessels, barges, or other water craft, while anchored or operating in the Waters of the Port, must at all times show proper lights as mandated by all governmental authorities having jurisdiction.

345 – POLLUTION OF AIR AND WATER

It shall be unlawful for any Person or vessel to deposit, place or discharge or release (intentionally or otherwise, and regardless of fault), into the Waters of the Port or directly or through private or public sewers, any sanitary sewage, butcher's offal, garbage, dead animals, gaseous liquid, or solid matter, oil, gasoline, residuum of gas, calcium chloride, trade waste, tar or refuse of any other matter which is capable of producing floating matter or scum on the surface of the Waters of the Port, sediment or obstruction in the bottom of said Waters, or the odors and gases or putrefaction.

Should any vessel cause pollution of any kind or character within the Waters of the Port, the vessel and its agent shall have the first responsibility for taking effective corrective action and bearing the costs of same.

Vessels discharging oil from bilges or tanks or solid matter into the Waters of the Port will be issued a fine of up to $5,000.00 and reported to the U.S. Coast Guard. The cost of clean-up, plus twenty-five percent (25%) will be assessed against the vessel causing the contamination and its agent.

It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate any contamination caused by petroleum products being discharged into the Waters of the Port. Any penalties imposed by the United States of America or the State of Florida upon the vessel shall be in addition to all of the foregoing.

All vessels, firms and persons using the Port Facilities shall take all precautions necessary or appropriate to prevent pollution of the air and/or water. Requirements of all governmental authorities having jurisdiction, including the Pollutant Spill Prevention & Controls Act, Chapter 376 of the Florida Statutes, the Environmental Protection Agency laws, Florida DNR/DCA, OSHA, and the U.S. Coast Guard regulations must be stringently and strictly observed.

346 – DISCHARGING BALLAST OR THROWING RUBBISH IN THE WATER

Throwing ballast, rubbish, dunnage, or any other material onto docks or into the Waters of the Port is strictly prohibited. No Vessel will be permitted to discharge bilge at the Port Facilities unless permission is obtained from the Executive Director.

Vessels discharging or loading ballast, sand, coal, scrap iron, or any loose material, must use save-alls, tarpaulins, or stages from the vessel's rail to the wharf or lighter to prevent such material falling into the harbor. Vessels failing to comply with the provisions of this item will be charged a facilities maintenance fee in an amount equal to the dockage fee charged to the vessel.

348 - NUISANCE CREATED BY VESSEL RUNNING ENGINES IN GEAR

No vessel shall permit excessive smoke, cleaning of boilers, blowing tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth. Except as provided by law, the blowing of whistles and horns is prohibited. Marpol Annex Conventions are enforced. Running of engines in gear while at Port Facilities without written permission from the District is prohibited and will result in a $500 fine per half hour.

350 – VESSELS DERELICT, ARRESTED AND/OR SEIZED

All vessels at or entering the Port of Palm Beach that are derelict, arrested or seized by court or governmental or regulatory agencies will be subject to Admiralty Law Procedures. A vessel shall be deemed arrested or seized if it is the subject of court process which limits or restricts its movements.

All such vessels remaining in the water at Port Facilities or making fast to piers, marginal wharfs, or slips shall be charged dockage rates applicable under the Tariff times a factor of five.

355 – APPLICATION FOR BERTH ASSIGNMENT
(See also Tariff Item 383)

Only licensed steamship agents may apply for berthing space. The arrival, transits and departure of all vessels are subject to the requirements and restrictions of the Palm Beach Harbor Pilots Association. All vessel owners, operators, or agents are required to consult with the Pilots Association prior to calling at the Port Facilities regarding pilotage requirements for then-existing conditions. The District shall have authority to request that a specific vessel receive priority by the Pilots due to special circumstances (as determined by the Executive Director).

Vessels in water are subject to normal dockage rates and all provisions of the Tariff. No Vessel shall make use of any Port Facilities until such time as the vessel has received authorization from the Harbormaster. The District requires that all vessels be represented by a licensed steamship agent of the District. All agents requesting berth space for a vessel and/or representing a vessel while it is at Port Facilities must be licensed by the District.

Any agent desiring a berth at the Port Facilities shall as far in advance as possible, but not less than 72 hours prior to the time of docking, make application to the Harbormaster for a berth assignment ("Berthing Request") in accordance with the Application for Berth Assignment available on the District's website at www.portofpalmbeach.com. Agent must provide a firm 24-hour estimated time of arrival for all vessels allowed to enter the Port. All berth requests will include a vessel security certificate number or copy and current operating MARSEC level. Vessel will verify berth location and time of arrival or departure prior to any vessel movement. This verification process will take place between the Harbormaster or designee and Pilot or Vessel Captain.

Any vessel which does not conform with the 72-hour berth application or 24-hour firm estimated time of arrival and conflicts with berth assignments previously made may be ordered to leave and shall be subject to a $1,000.00 fine and reported to Captain of the Port – U.S. Coast Guard.

Berthing Requests will include both an anticipated arrival date and time, as well as a definitive sailing date and time. Any request to extend the Sailing Date or time must be made to the Director of Operations, in writing, no less than 12 hours prior to the expiration of the current Berth Request. A Berth Request expires upon any change being made thereto. If the District declines to grant the requested extension due to the scheduled arrival of another Berth then the vessel will be required, at their expense, to move their vessel out of the Berth by whatever means required.

The Harbormaster, shall (subject to modification by the Executive Director), prioritize vessel movements, berth assignments and cargo staging to utilize Port Facilities to their maximum potential, and resolve scheduling, and cruise and cargo terminal space conflicts, however*, generally*:

1. Vessels will be assigned berthing facilities by the Harbormaster in accordance with a proper Berthing Request, generally on a "first in time/first in line" basis;
2. Vessels will be allowed to enter the harbor (but not necessarily dock at any specific berth, whether or not assigned) based upon their order of arrival at the Sea Buoy;
3. Cruise ships have priority over cargo vessels;
4. Vessels with special circumstances, such as restrictions by the Pilots requiring entry during daylight/high water/slack have priority over cruise ships.

Where a particular Berthing Request for a vessel call has been changed more than once for that call, the vessel shall not be entitled to rely on a berth assignment, and shall be susceptible to being "bumped" for another vessel.

The Port of Palm Beach District shall not be responsible for delays to vessels in berth or seeking berth. Vessels, their owners, charters, agents or receivers of cargo and other parties concerned shall hold and save the Port of Palm Beach District harmless and indemnify it from and against any and all losses and claims resulting from and such delays in either obtaining and/or departing any berth.

The Executive Director reserves the right to refuse entry to any vessel carrying explosives, or hazardous cargo, or determined to be hazardous or not in a seaworthy condition.

Vessels must be able to commence work immediately upon arrival at the berth.

No vessel will be allowed to remain idle in a berth if other vessels are waiting berthage and are prepared to work.

Vessels under enrollment engaged in the domestic trades of the United States may be represented by the vessel owner if satisfactory credit arrangements have been made.

In instances where a vessel, already at Port Facilities, desires to change representation from one licensed agent to another, said change can be effected with satisfaction to the Executive Director of each of the following items (these provisions are for the benefit of District and can be waived by District before or after change of agent):

(a) Receipt, prior to the date of change, of written notification to the Operations Department from the principal acknowledging its intended termination of the appointed licensed agent and its redesignation of the replacement licensed agent and the date on which such representation is intended to commence.

(b) Receipt, prior to the date of change, of written notification to the Operations Department from the replacement licensed agent acknowledging acceptance of appointment as vessel agent as of a stated date.

(c) Payment of all District charges incurred by the vessel up to the date of change.

All decisions are subject to the approval of the Executive Director and are final.

The District's Berth Application is available at www.portofpalmbeach.com.

360 – REQUIREMENTS OF VESSELS TO WORK OVERTIME

The agents and/or owners of all vessels, which are accepted for berthing at the Port Facilities, may be required to work the vessel continuously to completion with overtime for vessel's account, in all cases, when the berth assigned to the vessel or the assigned Port Facility is declared by the Executive Director to be congested.

Any vessel in berth, which refuses to work continuously to completion, shall vacate the berth upon orders of the Executive Director. When a vessel loses its right to a berth by refusing to work continuously to completion, such vessel shall forfeit its turn at the berth assigned and go to the bottom of the list of vessels, which are assigned to the berth or terminal.

In the event of a disruption of the vessel's power or any other impairment of its loading or unloading facilities, rendering it unable to continue discharging or taking on cargo, the District reserves the right to order the vessel moved from its berth to a location at Port Facilities or to remove same from Port Facilities, in either case, as and when determined by the District, pending necessary repairs.

If in the opinion of the Executive Director or authorized designee, a vessel is working at a reduced rate or reduced gangs, for any reason, including breakdown of equipment, shortage of manpower or any other reason, such vessel shall vacate its berth and/or depart Port Facilities as and when ordered to do so by the Executive Director or authorized designee in order to avoid overall delays and/or congestion and to permit better utilization of the Port Facilities.

Shall any vessel fail to vacate the berth or depart Port Facilities upon the above conditions, the District shall have the right, authority and privilege to move the vessel at the vessel's own risk and expense.

365 – DEMURRAGE OF VESSELS

The District does not assume responsibility for, and shall not be responsible for, demurrage to vessels, operator or charter.

380 – UNAUTHORIZED DOCKAGE/CARGO STORAGE

Any vessel berthed in an unauthorized manner, unassigned berth, or shifted without the approval of the Executive Director or authorized designee shall be subject to dockage in an amount equal to five times the published rate. Such vessel shall be moved at the direction of the Executive Director to a properly designated berth without notice, at the owner's risk and expense, and/or may be ordered to be removed from Port Facilities as and when directed by the Executive Director.

All cargo stored without authorization is subject to a $1,000/day penalty.

383– REGULATION OF VESSEL MOVEMENTS

1) Consistent with Florida Statutes §313.22 (and adopted as a part of this Tariff independent of said Statute) the Port of Palm Beach District may regulate vessel movements within its jurisdiction, whether involving public or private facilities or areas, by:

    a) Scheduling vessels for use of berths, anchorages, or other facilities at the Port.

    b) Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility, whether public or private, in order to facilitate navigation, commerce, protection of other vessels or property, repairs or dredging of channels or berths.

    c) Designating Port Facilities for the loading or discharging of vessels.

    d) Assigning berths at wharves for arriving vessels.

2) Any vessel that unnecessarily delays in moving under an order to vacate or change position may be penalized in an amount not exceeding $1,000 for each hour or fraction thereof, plus 150 percent of the demurrage costs incurred by a waiting vessel, until the order is complied with. Both sums are payable to and the property of the District and are independent of any recovery made or sought by the waiting vessel, and are not received for the account of the waiting vessel.

385 – CHANGE OF LOCATION OF VESSELS

Every vessel, boat, or other watercraft must at all times, have on board a person in charge with authority and sufficient crew to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce, or for the protection of other vessels or property.

In the event that no person is on board, the Executive Director may place such personnel on the vessel, as he/she deems necessary for the protection of other vessels or property or to facilitate navigation or commerce. In such cases, the expenses involved will be charged to the Master, owner, or agent of such vessel and five times the dockage rate will be assessed. A report will be filed with the U.S. Coast Guard.

The Executive Director is authorized, and may direct or order and enforce, the removal from Port Facilities or change of location of any vessel, boat, barge, or other watercraft, at the owner's risk and expense, to such place as may be designated for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the Master, owner, or agent of such vessel to fail, neglect, or refuse to obey such order of said Executive Director.

390 – DOCKAGE RATES

Dockage shall be charged based upon gross registered ton (GRT) or length overall (LOA) of the vessel, as shown in Lloyd's Register of Shipping, whichever shall produce the greatest revenue to the District. If the length is not listed in the Lloyd's Register of Shipping, it will be determined from the Certificate of Registry, or other certified document. However, the Executive Director reserves the right to admeasure any vessel when deemed necessary and use such measurement as the basis for charge. Where two (2) gross tonnages are assigned to certain vessels in association with the Tonnage Mark on the vessel's sides, the higher figures shall be applicable in determining gross tonnage for the purpose of assessment of charges under this Tariff.

Dockage begins when the first line is received from a vessel to a wharf, berth, or bulkhead structure, or to another vessel, which had made fast thereto, and continues each 24 hours thereafter, or portion thereof. All vessels, including yachts, are required to have an agent.
All cruise and cargo home-ported vessels with inaugural sailings from Port of Palm Beach will have dockage waived for their initial sailing with Executive Director's approval.

ALL COMMERCIAL, CRUISE AND MILITARY WATERCRAFT ENGAGED IN WATERBORNE COMMERCE:
$0.25 GRT or $3.17 per LOA / MINIMUM CHARGE - $215 PER DAY

Subject to separate agreements between the District and any Person, due to limited berth space available at the Port Facilities; all vessels not engaged in export/import, cruise or international trade shall be subject to berth space availability. Vessels in cruise or freight transportation have priority over lay berth or non-working vessels.

YACHTS- $0.29 GRT OR $4.89 LOA

Space availability for yachts is subject to Harbormaster recommendation. Yachts must give way to vessels involved in international trade. Yachts are not entitled to commercial dockage rates.

LAY-IN VESSELS:$0.34 per GRT or $6.53 per foot LOA. Lay-in of any vessel is subject to space availability and convenience of the District, as determined by the Executive Director.

GRACE PERIOD FOR DOCKAGE: In cases where a vessel is not able to vacate its berth within a twenty-four-hour period owing to extenuating circumstances, the Executive Director may grant a grace period of up to one hour without the assessment of an additional day's dockage charges. Only in instances where it is clearly demonstrated that there were extenuating circumstances will consideration be given. In order to be considered, the vessel's Agent must apply, in writing, to the Director of Operations stating the reason which prevented the vessel from vacating the berth on time. In no instances will more than a one-hour grace period be considered.

391 – INTERRUPTED DOCKAGE COMPUTATION OF CHARGES

In the event a vessel berthed at the Port Facilities is ordered to vacate a berth by the Executive Director or authorized designee prior to commencement or completion of cargo operation, dockage charges will cease when the vessel departs for anchorage. If the vessel returns to the berth to commence or complete cargo operations for the same voyage, dockage charges shall resume from the date and time the vessel re-docks.

395 – LINE HANDLING

The District will assess the following charges for the service of handling lines in shifting, docking and undocking vessels:

Vessels up to 4,000 GRT	$621/call
Over 4,000 GRT	$828/call

Vessels up to 4,000 GRT (OT Rate)	$932/call overtime
Over 4,000 GRT (OT Rate)	$1,242/call overtime

The above charges are applicable for services performed during Normal Working Hours. Services performed during hours other than Normal Working Hours will be subject to charges fifty percent (50%) over those listed above. If part of the time falls in the period other than Normal Working Hours, the higher charges will prevail for the entire operation. Services performed on Holidays will be charged at 200 percent of those listed.

Standby time will be charged after two hours from the time the linesmen are ordered at the rate of $300 per hour. Line handling services canceled less than 8 hours prior to the scheduled time, will be charged as if the services were performed.

All lines must be handled by a stevedore licensed by District. The Port reserves the right for line handling for Military vessels and/or vessels having sensitive security requirements as determined by the Executive Director in accordance with the Port Facilities Security plan, and shall be charged accordingly.

400 – HARBORMASTER FEE

A Harbormaster Fee will be assessed on all vessels requiring dockage at the Port Facilities. Tugs/barge combinations shall be charged as a single vessel. Any vessel calling more than once in a 24-hour period will only be subject to one Harbormaster fee in a 24-hour period.

$160.00 per vessel call

403 – TERMINAL RIGHTS

The District reserves the right to control the loading, unloading and handling of all cargo on Port Facilities not leased to tenants. The District also reserves the right to estimate and collect in advance all charges which may accrue against common carriers, vessels, their owners, and agents, or against cargo loaded or discharged by such vessels or other users of the Port Facilities whose credit has not been properly established with the District, or who have been on the Delinquent List for a total of more than sixty (60) days in the previous three hundred sixty-five (365) day period. Use of the Port Facilities may be denied until such advance payment or deposits are made.

The District reserves the right to apply any payment received against the oldest bills rendered against common carriers, their owners, and/or agents, or other users of the Port Facilities.

405 – GENERAL RESTRICTIONS & LIMITATIONS

Under the application of this Tariff, the District is not obligated to provide storage, handling or other services for property which has not been transported, nor intended to be transported by water to or from the Port Facilities; nor is the District obligated to provide wharfage, berthing, parking, storage, other service or accommodation beyond the reasonable capacity of the Port Facilities.

407 – LIABILITY FOR LOSS OR DAMAGE

District shall not be responsible for injury to or loss of cargo being loaded or unloaded at the Port Facilities, nor for injury to or loss of cargo or equipment on or in Port Facilities by fire, leakage, or discharge of water from fire protection facilities; collapse of buildings, sheds, platforms, walls, subsidence of floors or foundations, or breakage of pipes; nor for loss caused by rats, mice, moths, weevils, or other animals or insects; frost or the elements; nor shall they be liable for any delay, loss or damage arising from, singly or in combination of strikes, tumult, insurrections, or acts of God, nor from any of the consequences of these contingencies, or for lost profits, lost revenue, demurrage, or punitive damages.

The Port of Palm Beach District shall not be responsible for damages resulting from breakdown or failure of machinery, weather conditions, navigation, collision, tug-shifting services, labor stoppages, interruptions or from any other like cause which arises through no fault of the Port of Palm Beach District.

409 – RESPONSIBILITY FOR DAMAGE TO FACILITIES

All vessels, their owners, and/or agents, stevedores, and all other users of the facilities shall be held responsible for all damage to the facilities occasioned by them to the full extent of Item 424. It is the responsibility of all Persons to notify the Executive Director immediately of damages to the Port Facilities and to confirm the same in writing within three (3) working days and to receive acknowledgment of same from the District within said period.

All track laying vehicles and equipment are required to have dunnage under tracks when being moved. Failure to comply will result in a $2,500 penalty.

The District reserves the right to repair, contract for same, or otherwise cause to be repaired any and all damage to Port Facilities caused by any Person having damaged Port Facilities. The District may detain any vessel and/or its cargo believed to be responsible for damage to the Port Facilities until sufficient security has been posted for the amount of damage.

If the incident out of which the damage arises is reported to the District by the responsible party in writing within twenty-four hours of the incident, the following charges will be applicable:

(a) Cost to replace the damaged assets at the then current market value or the cost of repairing the asset to a usable sustainable condition, whichever is deemed appropriate by the Port Executive Director or his/her designee.
(b) Administrative and investigative fee equal to ten percent (10%) of (a); and
(c) Applicable permitting fees due the District.

There shall be a minimum aggregated charge for (a), (b) and (c) of $500.00 per incident.

If the incident out of which the damage arises is not reported to the District by the responsible party in writing within twenty-four hours of the incident, in addition to the charges just set forth, the charge in (b) above, shall be at twenty-five (25%) instead of ten percent (10%).

The term “responsible party” shall mean any Person who may, in whole or in part, be responsible for the damage.

411 – RESPONSIBILITY FOR CLEANING FACILITIES

All vessels, their owners and agents, and all other users of the Port Facilities shall be held responsible for cleaning such portions thereof as they have used, including adjacent aprons and gutters, as directed by the Executive Director.

If such users do not properly clean the Port Facilities within 24 hours of notification, either verbal or written, the Executive Director shall order the property cleaned and bill the users responsible, at cost, plus twenty-five percent (25%), with a minimum charge of $500.

413 – CARGO STATEMENTS REQUIRED

All vessels, trucks, barge lines, importers, exporters, freight forwarders, custom house brokers, shippers, agents, and all other users of the Port Facilities shall report all cargo upon arrival at Port Facilities. Such report shall be in the form of copies of the ship’s manifest, dock receipts, bills of lading, or certified statements deemed acceptable by the District, and shall show number of units, commodity, weight, destination, shipper consignee, containers, TEUs for statistical purposes, and all other information which the District deems necessary or appropriate for the compilations of commercial statistics, for billing, for the reserving of necessary warehouse or wharf space, or other purposes. There shall also be provided, upon request by District, copies of all documentation furnished to any governmental agency, foreign and domestic, in connection with the cargo.

The District reserves the right to require any of the above documents to include a weight ticket from a District-approved scale located at the Port Facilities.

Copies or original of the following are to be at District's main office within four (4) days after the sailing of a vessel (or other departure of the cargo from Port Facilities), unless other arrangements have been agreed to in writing by the District: Ship’s manifest, dock receipts, bills of lading, or certified statements deemed acceptable by the District, which shall show number of units, commodity, weight, destination, shipper, consignee, containers, TEUs for statistical purposes, and all other information which the District deems necessary or appropriate for the compilations of commercial statistics, for billing, for the reserving of necessary warehouse or wharf space, or other purposes, and, upon request by District, there shall also be provided copies of all documentation furnished or to be furnished, to any governmental agency, foreign and domestic, in connection with the cargo. Failure to furnish the required documents will result in loss of the benefit of Free Time and immediate assessment of Demurrage charges based on Two Hundred Percent (200%) of applicable charges, and other applicable penalties as determined by the Executive Director.

415 – NON-WATERBORNE CARGO

Property arriving at the Port Facilities by any transportation method, other than waterborne commerce, which will not be re-shipped from the Port Facilities via waterborne transportation, will be assessed the same charge as the wharfage rates published herein. Consignee must report receipt of this freight when received and remit charges to the District when invoiced at the end of each month.

No Free Time will be allowed and full storage charges will be billed for each day the cargo is in or on Port Facilities beginning with the day the cargo arrived and including the day it is removed from the Port Facilities unless said charge is waived by the Executive Director.

All liquid bulk brought into or taken out of the Port Facilities by truck, which cargo has not moved across the docks, including but not limited to, all petroleum products including fuels, lubricants (conventional or synthetic), LPG and liquid asphalt; fuel or lubricant additives of any type; alternative fuels; renewable fuels; fuel blending components, including alcohols and bio diesel; chemicals; petrochemicals; solvents; alcohols; manufacturing or process feed stocks will be charged in accordance with the tariff.

Exceptions:

1. Materials delivered for manufacture of commodities for export by manufacturer through the Port Facilities.

2. Materials and equipment used incidentally in the conduct of lessee's business, such as office equipment, supplies, machinery, manufacturing equipment for tenant's own use, materials for leasehold improvements, and similar items.

Failure to report non-waterborne cargo will result in the following charges:
Wharfage cost owed, plus an amount equal to fifty percent (50%) thereof administrative fee and the cost of investigation.

417 – ACCESS TO RECORDS

All vessels, their owners, and agents, and all other users of the waterways and facilities shall be required to permit access to manifests of cargo, railroad documents, and all other documents for the purpose of review and/or audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimate of charges. If incorrect documentation is submitted to the District, all costs related to the review and/or audit of the documentation shall be assessed to the responsible agent. If the review and/or audit results in determining an underpayment of appropriate charges to the Port, the Port will provide the responsible party with a corrective invoice which, at the sole discretion of the Port, may include all appropriate delinquency/late fees and interest charges as defined by Tariff.

418 – PUBLIC RECORDS

District records are open for personal inspection and copying by any person, subject to Florida Statutes. In the event of a public records request, fees will be assessed as established in the Florida Statute.

419 – PAYMENT OF CHARGES AND INVOICES – LITIGATION

Charges rendered must be paid by the steamship agent regardless of whether the steamship agent has been reimbursed. Presentation of the District's invoices to a vessel's steamship agent, owner, chartered or authorized vessel representative shall not constitute a waiver of the District's maritime lien against a vessel for services, supplies and other necessities provided by the Port. The steamship agent's liability is not exclusive and does not limit the District's rights to pursue vessels, their owners, charterers or others who may be liable under contract or law, maritime or non-maritime.

The District reserves the right to estimate and collect in advance all charges, which may accrue against vessels, or against cargo loaded or discharged by such vessels, or from other users of waterways and Port terminal facilities, whose credit has not been properly established with the District. Use of facilities may be denied or cargo removed from storage until such advance payments or deposits are made.

All invoices are due on receipt. If any invoice is not disputed within thirty (30) days after date of issuance, said invoices shall be considered valid and due and uncontestable. Presentation of bills to vessels and others is done as a matter of accommodation and convenience and rendering of or failing to render an invoice by the District shall not impair the District's rights to collect all amounts due, or constitute a waiver of any lien or other rights with respect to services or supplies furnished to the vessel, under maritime law or otherwise. The District reserves the right to apply any payment received against the oldest outstanding invoice.

In the event that a Tariff charge is disputed within thirty (30) days of the date of issuance, the Person alleged to owe the charge shall be entitled to an informal hearing before the Executive Director, or his designee ("Dispute Officer"). The hearing shall be had at such time and date as directed by the Dispute Officer, but shall not be sooner than ten (10) and not later than twenty (20) days after notice of the dispute is given, and a determination shall be given in writing. The Dispute Officer shall have such members of District Staff and consultants present as the Dispute Officer shall deem appropriate. The determination of the Dispute Officer shall be final and binding. This provision does not purport to override the provisions of written agreements between the District and the Person disputing the Charge.

Any common carrier, vessel, vessel owner, forwarder, agent, stevedore, tenant or other user of Port Facilities who have invoices that remain unpaid for more than thirty (30) days will begin to accrue late charges. Any Person whose invoices are subject to late charges may be required to post, or increase the amount of, security posted with the District.

421– DELINQUENT LIST

Any invoice remaining unpaid 60 days after the date of the invoice is deemed to be in Delinquent Status, regardless of whether the invoice has been contested, disputed or otherwise objected to (in whole or in part). All common carriers, vessels, vessel owners, forwarders, agents, stevedores, tenants and other users of Port Facilities are imputed to have knowledge that they have invoices in Delinquent Status, without further notice from the District other than the original billing, however, the District may, but is not required to, send additional notices to the party billed.

Any Person who has one or more invoices in Delinquent Status may be denied further use of the Port Facilities, and/or any licenses held by them suspended or terminated, and all security badges of their employees cancelled, upon determination of the Executive Director, until all charges of that Person that are in Delinquent Status, together with any other charges currently due, shall have been paid.

Dispute of a charge shall not be a basis for being exempt from Delinquent Status. The Executive Director shall have authority to charge any amounts due against any (or all) bonds, letters of credit, other security or financial guaranty posted by any Person responsible for the charge in Delinquent Status (and require the re-establishment of the bond, letter of credit, security and/or financial guaranty at required levels, and/or increase the amount of said bond, letter of credit, security or financial guaranty to such level as is deemed appropriate by the Executive Director, institute collection proceedings and seek and pursue all other rights and remedies available under this Tariff, law, and the terms of any agreements (including without limitation, marine terminal agreements, operating agreements and leases) (referred to as "Agreements") between the District and any Person, including without limitation, the termination of such Agreements, and defend any claims against the District, regardless of whether the claims or defenses of the District arise out of the Tariff or the Agreements. Further, the Executive Director shall have the right to require such bonds, letters of credit, other security or financial guaranties as the Executive Director shall deem appropriate, and in such amounts and on such terms as the Executive Director shall deem appropriate, as a condition to any Person making use of Port Facilities if such Person has any charges on the Delinquent List.

District will have all rights provided under Florida law to an individual with respect to checks which are dishonored, and will be subject to a minimum fee of $250.00.

422 – SERVICE CHARGES

A service charge of 1 ½% per month will be charged on all unpaid balances outstanding over thirty (30) calendar days. In addition to the aforesaid service charge, an annual interest rate of eighteen percent (18%) will also be charged for all “past due” related collection efforts; payable and due upon receipt.

In connection with any litigation, including appellate proceedings arising out of any action with respect to enforcement or interpretation of the provisions of this Tariff, the District shall be entitled to recover its reasonable attorney’s fees and costs so incurred, provided it is the prevailing party.

424 – INDEMNIFICATION CLAUSE

Each person using Port Facilities, each employee of a person using Port Facilities, each person performing any service at Port Facilities, and their employees, and any person coming to Port Facilities with the intention of becoming a guest, business invitee (including any passenger, ticketed or not yet ticketed, with the intention of becoming a passenger) invited or not, and, as to their business invitees and guests, all vessels, their owners, agents, and stevedores shall indemnify, hold, and save the District, its commissioners (individually and collectively as a board), agents, attorneys, consultants, and employees harmless from and against any and (a) all suits, loss, cost, demands, claims, actions, damages, liability and judgments of every kind and character and any expense, and (b) any claim, demand, actions, damages, loss, cost, liabilities, expenses, and judgments suffered by, recovered from, or asserted against the District on account of injury and/or damage to their person and/or property occurring at Port Facilities, without regard to fault provided, however, that this provision shall not apply to the extent that the District is grossly negligent; and all such persons waive all claims they could or may have against the District, its commissioners (individually and collectively as a board), agents, attorneys, consultants and employees, except to the extent that such claims arise from the gross negligence of the District for loss or damage and are covered under any insurance policy and each such person shall cause its insurance carriers to waive any right of subrogation with respect thereto and to so notify the District. The indemnification herein includes indemnity for attorneys’ fees and litigation costs.

Vessels approaching or departing from berths when passing in and out of federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the terminal responsible for any vessel casualty during such transit.

426 – INDEMNITY BOND

Any Person availing themselves of the Port Facilities shall, upon determination of the Executive Director, be required to furnish the District with an indemnity bond insuring the District against loss of any funds accruing from charges assessed for services rendered and for usage of the Port Facilities. The Executive Director is authorized to determine the amount of the Indemnity Bond.

428 – PERFORMANCE BOND

Stevedores moving any cargo consisting of liquid or dry bulk, containers, general cargo or any other type of cargo at the Port Facilities, and agents accepting agency for same, shall be required to post a bond as determined by the Executive Director to be adequate, with a $25,000.00 minimum, payable to the District, conditioned according to law for the faithful performance of duties, services and operations proposed to be provided, and in form and substance acceptable to the Executive Director. Acceptance of an amount or form of bond on one occasion shall not be binding on the District with respect to further or future bonds.

430 – INSURANCE

The charges provided in this Tariff do not include any expense of fire, storm or other insurance covering owner's interest in the property, nor shall such insurance be affected by the District under its policies.

All Stevedores and/or vessels/agents and/or other license holders ("Licensee"), where applicable, shall provide evidence that the following minimum insurance coverage is in force covering their operations at Port Facilities:

- General liability insurance in the minimum amount of one million dollars ($1,000,000.00) per occurrence/$2,000,000 aggregate;

- Auto liability insurance:
  One million dollars minimum ($1,000,000.00) combined single limit;

- Workers' Compensation Insurance, including coverage under the Longshoremen's and Harbor workers' Compensation Act;

- Third Party Pollution liability for spillage, if applicant handles, stores, or transports chemicals, fuels, or petrochemicals on Port property;

- The foregoing is minimum coverage. The Executive Director may require that additional and/or different coverage amounts and types (covering, e.g. different types of losses) be provided as a result of facts or circumstances made known to the Executive Director. Any such additional coverage shall be based upon a reasonable estimate made by the Executive Director.

Transportation Licensee Insurance Coverage

Certificate of Commercial Automobile Liability Insurance is required with the following minimum coverages:

- $300,000 for injuries per person in any one occurrence or accident
- $300,000 for injuries per occurrence or accident
- $50,000 for property damage in any one occurrence or accident

Said insurance shall be obtained by a carrier with an A.M. Best Rating of "A" or better. Any exception must be approved by Port Executive Director 30 days in advance of policy effective date. The Licensee shall furnish proof of said insurance by an appropriate certificate from the insurance carrier prior to commencing operations under License with the requirement that such insurance carrier give to the Port at least thirty (30) days advance written notice before such policy is cancelled. All policies of insurance to be maintained by the Licensee shall contain a separate endorsement naming the District as an additional insured, and the Certificate of Insurance must reflect the same.

No license is automatically renewable. In order to renew a License for an additional year, Licensee shall submit to the District not less than 30 days prior to the expiration date of the License, an updated application form, as required by the District. The District may refuse to renew any License with or without cause. Additional types of insurance may be required by the District, and the same may differ depending on the nature of the Licensee's operations and District's experience with the Licensee, other licensees or other matter, facts and circumstances determined by the Executive Director to be pertinent. District reserves the right to refuse to allow any firm to conduct business on its premises where

proof of the above required insurance coverage is not provided in a timely manner or if it is provided but reflects amounts less than the required minimums indicated above.

432 – RESPONSIBILITY FOR CARGO

Cargo held for export, while at Port Facilities, is in the custody, care and control of, and full responsibility therefore is assumed by, the vessel, its agents, and the shipper.

Import cargo, while at Port Facilities, is in the custody, care and control of, and full responsibility therefore is assumed by, the vessel, its agents, and the consignee.

438 – DELIVERY ORDERS

All drivers must have a written delivery order for each truck to be loaded/unloaded at the Port Facilities. This delivery order should be on an order form or letterhead of the firm owning the cargo and must be signed by an official of the company, or person authorized to sign such orders satisfactory to the Executive Director. The delivery order shall describe the cargo, the amount to be loaded/unloaded, the bill of lading, numbers and marks, if any, on cargo and the consignee/agent. Any driver not having this written order will not be permitted to load/unload or leave the Port Facilities without surrendering a copy to the designated District representative.

444 – UNCONSIGNED CARGO

All cargo arriving at the Port Facilities must be consigned to a specific agent. Unconsigned cargo is not allowed to enter the Port Facilities.

446 – LIENS, ENFORCEMENT

Any party shipping cargo through the District or receiving cargo at the District consents to lien in favor of the District for all charges under the Tariff related to such cargo, and such cargo shall not be removed from the Port Facilities without the consent of the District unless all such charges are paid.

Any cargo on which charges have not been paid within 90 days shall be considered abandoned cargo. The District reserves the right, at the election(s) of the Executive Director, from time to time, to remove any or all of such property to another area of the Port Facilities, and/or to remove it from Port Facilities, and/or retain possession of the cargo until all charges have been paid and/or proceed under the Lien Enforcement Procedure set forth below to enforce and foreclose its lien, and/or dispose of same using any other lawful procedure. Any movement shall be at the risk and expense of the owner and Agent. Charges shall continue to accrue from the date of abandonment, at twice the otherwise applicable rate.

Lien Enforcement Procedure. Any party shipping cargo through the District or receiving cargo at the District further consents to the District employing the following procedure to enforce and foreclose such lien:

(1) Except as provided in subsection (2), the District's lien may be enforced by public or private sale of the cargo in block or in parcels, at any time or place and on any terms which are commercially reasonable, after notifying all persons known to claim an interest in the cargo. Such notification must include a statement of the amount due, the nature of the proposed sale and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a different method from that selected by the District is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. If the District either sells the cargo in the usual manner in any recognized market therefore, or if the District sells at the price current in such market at the time of sale, or if the District has otherwise sold in conformity with commercially reasonable practices among dealers in the type of cargo sold, the District has sold in a commercially reasonable manner. A sale of more cargo than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable except in cases covered by the preceding sentence.

(2) The District's lien on other cargo may be enforced as follows:

(a) All persons known by District to claim an interest in the cargo must be notified; provided, that if the cargo is or was represented by a Steamship Agent, it is only necessary to notify the Steamship Agent.

(b) The notification must be delivered in person or sent by registered or certified letter to the last known address of any person to be notified.

(c) The notification must include an itemized statement of the claim, a description of the cargo subject to the lien, a demand for payment within a specified time not less than 10 days after receipt of the notification, and a conspicuous statement that unless the claim is paid within that time the cargo will be advertised for sale and sold by auction at a specified time and place.

(d) The sale must conform to the terms of the notification.

(e) The sale must be held at the nearest suitable place to that where the cargo is held or stored.

(f) After the expiration of the time given in the notification, an advertisement of the sale must be published once a week for 2 weeks consecutively in a newspaper of general circulation where the sale is to be held. The advertisement must include a description of the cargo, the name of the person on whose account they are being held, and the time and place of the sale. The sale must take place at least 15 days after the first publication. If there is no newspaper of general circulation where the sale is to be held, the advertisement must be posted at least 10 days before the sale in not less than 6 conspicuous places in the neighborhood of the proposed sale.

(3) Before any sale pursuant to this section any person claiming a right in the cargo may pay the amount necessary to satisfy the lien and the reasonable expenses incurred under this section, in which event the cargo shall not be sold, but must be removed from the Port Facilities.

(4) The District may buy at any public sale pursuant to this section.

(5) A purchaser in good faith of cargo sold to enforce the District's lien takes the cargo free of any rights of persons against whom the lien was valid, despite noncompliance by the District with the requirements of this section.

(6) The District may satisfy its lien from the proceeds of any sale pursuant to this section but must hold the balance, if any, for delivery on demand to any person to whom the District would have been bound to deliver the cargo.

(7) The rights provided by this section shall be in addition to all other rights allowed by law to a creditor against his or her debtor.

448 – WHARFAGE EARNED

All cargo placed at Port Facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it, whether or not it is eventually loaded on a vessel.

Upon verification of unapproved items or cargo for storage, the District will issue a notification to the owner, agent or consignee allowing 48 hours to remove such items/cargo. In addition to other District remedies set forth in this Tariff (for example, storage, wharfage, demurrage) failure to adhere to such notification will result in a minimum penalty of the following:

Cost for the District to remove and store items/cargo at a daily rate of $50 plus an administrative fee equal to ten percent (10%) of said charge, both assessed on a per item basis.

451 – STEVEDORE LICENSING

No Person shall operate as, or carry on the business of a stevedore at the Port Facilities, unless and until such Person shall have a license issued by the District. An application shall be submitted with payment of the non-refundable Initial Application Fee in the amount of $5,000.00. In addition, each approved licensee shall pay a non-refundable Annual License Fee in the amount of $5,000.00; or if a license is issued on and after July 1, the non-refundable Annual License Fee shall be the amount of $2,500.00. Stevedore licenses shall be issued for a period not longer than one year, expiring each year on the 31st day of December.

If renewal is not completed by January 1st, a penalty equal to 2% of the license fee per day until the renewal is completed shall be assessed, waivable in full or in part by the Executive Director for good cause shown.

Stevedore application is available at www.portofpalmbeach.com.

452 – STEAMSHIP AGENCY LICENSING

No Person shall operate as, or carry on the business of, a steamship agent unless, and until, such Person shall have a license issued by the District authorizing such activity.

An application shall be submitted with payment of the non-refundable Initial Application License Fee in the amount of $3,000.00.

Each approved licensee shall pay a non-refundable Annual License Fee in the amount of $3,000.00; or, if a license is issued on and after July 1, the non-refundable Annual License Fee shall be the amount of $1,500.00. Steamship Agency licenses shall be issued for a period not longer than one year, expiring each year on the 31st day of December.

If renewal is not completed by January 1st, a penalty equal to 2% of the license fee per day until the renewal is completed shall be assessed, waivable in full or in part by the Executive Director for good cause shown.

Steamship Agency application is available at www.portofpalmbeach.com

453 – OTHER LICENSING
(Refer to section 430 for insurance requirements)

No person, firm, corporation, or other business entity shall operate as, or carry on the business of, ship chandler, bunkering, or miscellaneous activities as determined by the Executive Director unless, and until, such person, firm, corporation, or other business entity shall have a license/permit issued from the Port of Palm Beach authorizing such activity. An application shall be submitted with payment of the non-refundable Initial Application Fee.

The following item encompasses all annual and renewal license rates as shown below. The fees are for the initial application, renewal, and (if revoked or expired) reinstatement fee:

- Bunkering - $1,500
- Towing Company - $1,500
- Ship Chandler, Ship's Repair - $500
- Bus - $500 per bus company [Includes two decals (passenger capacity of 18+)]. Additional decals are $25 per bus. Buses picking up persons from the cruise terminal will be charged $30 PER BUS PICKUP.
- Taxi/Limo/Passenger vans (fewer than 17 passengers) - $300 per company [Includes one decal]. Additional decals are $25 per vehicle.
- Diving Operations License - $500
- Miscellaneous Licenses (Food/Drink Vendor, Mobile Fuel Service, Cargo Handler, Motor Vehicle Rental Service, Vessel Oily Waste and Waste Water Removal, or others not listed above) - $500

Note: Initial licenses issued on and after July 1 for the above licenses shall be at one half (½) of the fee stated (plus 100% of any required decal charges).

454 – PERMITTING

The following items encompass all permitting rates:

Port permits are required for all large or small projects, modifications, improvements, or repairs made to any Port-owned property, building, or land. Any construction commencing prior to the issuance of a Port Engineering Permit will be charged a penalty of $1,000. All permits shall be issued for a specified time period and/or project but not longer than one year unless otherwise extended by the District.

Port Engineering Permit – $200.00.
Engineering Permit requiring City's approval – $500.00

Port Engineer will provide comments to applications and/or drawings within 5 days after application/drawings is received. Permit fee includes initial review, one change/correction and final review; each additional review will be billed at a flat fee not to exceed 50% of the permit fee.

Hot Work Permit – See Item 477

455 – WHARF OBSTRUCTION

Cargo, stevedore's tools, appliances, equipment, gear, vehicles, or any other material or objects will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Executive Director or his/her designee. If such obstruction is not removed within three (3) hours of notification such equipment and material may be charged up to $250 per item, per day it remains. Such equipment and material may be stored and $250 charged for each day it remains unclaimed, plus ten percent (10%) administrative fee, together with the expense of removal, storage, or sale.

Stevedoring equipment placed outside of a tenant's lease area that remains unused for a period more than 14 days will be charged as cargo, and regardless of whether within or without such 14-day period, shall be moved to an area designated by the Port upon demand. Tenants and users of the Port will not be permitted to leave vehicles, gear, pallets, dunnage, containers, forklifts, cranes, boat cradles, spreader bars, jockey trucks, hoppers, cargo or other materials incidental to ship and/or terminal operations in any non-leased or non-assigned area, including but not limited to, dock aprons, roadways,

buildings and yard areas. Any other material or objects which are not part of the cargo will not be permitted to remain on or be stored on aprons, RORO ramps, wharves, wharf premises, driveways, roadways or other locations without approval.

461 – VEHICLE OPERATION

All vehicles on port will be operated in a manner for which they were intended. All vehicles will transit within the posted speed limits and obey all traffic signs and schemes where designated. The use of mobile communication devices that distract the operator from safely operating a vehicle is prohibited. Any vehicle operator using a mobile communication device and transiting the port in a hazardous and erratic manner will have their Port ID (TWIC badge) revoked for 24 hrs. Any subsequent violations may result in permanent revocation of Port ID.

462 – ABANDONED VEHICLES

Any vehicle of any description, which is left without a visible and valid parking permit or dock receipt number at ANY time at the Port Facilities (whether or not the same is leased to a tenant) shall be deemed abandoned, and may be disposed of under the provisions for cargo deemed Abandoned. Subject vehicle will be ordered removed by the District at the sole risk and expense of the owner. All persons and objects (vehicles) are subject to search in accordance with the District approved Facility Security Plan, as approved by the US Coast Guard under CFR 33 part 105 and Florida Statute 311, and as otherwise permitted by law.

464 – SOLICITATION

It shall be unlawful for any person or firm to solicit or carry on any business on the Port Facilities without first obtaining a permit or franchise from the District as required by this Tariff in addition to the required State, County and local municipal occupational licenses.

466 – BILL POSTING PROHIBITED

No person shall post, distribute, display, or allow signs, advertisements, and circulars, printed or written matter at a terminal without prior written permission of the Executive Director.

468 – SMOKING RESTRICTIONS

Smoking is strictly prohibited in transit sheds, warehouses, or on the apron of the wharves, and on vessels, handling dangerous, hazardous or inflammable cargo. Smoking is also strictly prohibited in any areas where gasoline or like materials are being handled or serviced to equipment and in all public areas.

470 – EXPLOSIVES, FLAMMABLE AND OTHER DANGEROUS CARGO

Explosives, and hazardous or highly flammable commodities or materials, and Dangerous Cargo may be handled over, or received on, the wharves and other Port Facilities only by special arrangement with, and approval of, the District. The receiving, handling, or storage of such commodities and materials shall be subject to Federal and State laws, rules and regulations.

In all cases, where explosives and hazardous or highly flammable commodities or materials or other Dangerous Cargo are to be handled, prior consent by the U.S. Coast Guard must be received and a copy of the consent filed with the District. Security plans and responsibility for safeguarding of life and property must be presented to the District for approval prior to the arrival of such materials. The District reserves the right to refuse any request.

Event fireworks will be billed at a minimum fixed rate of $5,000.00.

Once approved, the loading and unloading, when begun, shall proceed with all due diligence until the same is completed and all fireworks unloaded at a wharf shall be conveyed away from the wharf without delay. Fireworks will not be permitted to be wired for display on the Port facility or wharfs, loading of containers and uncrating of fireworks must be completed in open waters for safety.

471 – OTHER AUTHORITIES HAVING JURISDICTION

All users of Port Facilities shall comply with all statutes, ordinances, rules, orders, regulations and requirements of governmental authorities having jurisdiction, in the use of such facilities, including without limitation, the Florida Department of Law Enforcement, the United States Coast Guard, and all other federal, state and city governments and regulatory authorities and of any and all of their departments, agencies and bureaus, including without limitation safety

regulations, Federal Maritime regulations, U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) in accordance with CFR 29 parts 1917 & 1918, the Port's Facility Security Plan as approved by the United States Coast Guard (USCG) in accordance with CFR 33 part 105, and obtain and maintain all licenses and permits necessary for such Port User's operations. The District, by imposing this requirement does not assume any enforcement responsibilities with respect to the foregoing.

472 – NO TRESPASSING

It is unlawful for any person to trespass upon any properties of the District. Any person found in, or entering upon, property owned by or leased to District without the proper level of identification card is subject to the trespass provisions of Florida Statutes 810.08, 810.09, and 311.11. ALL persons and objects are subject to search.

473 – COMMERCIAL FILMING

Companies or individuals engaged in taking still photographs or filming for commercial purposes are required to request permission and obtain prior approval from the Port. A certified security escort, provided by the Port, for the duration of the shoot is required; charges for security personnel can be found in Tariff Item 561 – Security Fees. Any requirement for additional port staff or resources will be at the expense of, and invoiced directly to, the filming party. Fees for commercial shoots may vary and additional fees, such as a location fee, may be imposed at the sole discretion of the Executive Director of the Port. A permit issued by the Palm Beach County Film & Television Commission and liability insurance are mandatory for all filming.

Charges not otherwise set forth shall be at actual cost plus 10% administrative fee.

474 – SIGNS

Signs, of any kind, erected on District property or painted on structures belonging to the District will be furnished by the user and must be approved by the Executive Director or Port Engineer prior to installation, and shall be removed, at user's cost upon direction of the Executive Director or Port Engineer, without compensation to user. All signage must comply with State, County, Municipal and Regional building/construction codes and permitting requirements. A permit from the District is required for all sign construction. All signs must be maintained in accordance with their original appearance, e.g. faded signs must be replaced or repainted.

475 – AREA DESIGNATION

District may designate certain areas of the Port Facilities as requiring specific safety equipment. Any such designation may be made with above-ground signage and/or markings on the ground. Such designations shall not reflect a minimum standard of safety, and shall not replace applicable laws or regulations or substitute for same, nor shall the same supplant a Port User's higher standard for safety procedures instituted for its employees. Compliance with such designations shall not guaranty safety.

477 – HOT WORK PERMITS

When application for a Hot Work permit is made to the District, a $50 minimum charge will be assessed the steamship agent, or stevedore, requesting such hot work permit.

"Hot Work" performed within enclosed spaces must be certified "Gas Free" by a certified marine chemist and otherwise meet safety standards as determined, from time to time, by the District. Hot work performed without a permit will be subject to a $1,000.00 fine per twenty-four hour period, and performing work without a permit shall constitute grounds for being ordered off berth and/or out of Port Facilities. Hot Work permits shall expire seven (7) days after issuance, unless extended in writing by District.

480 – POTABLE WATER

The Port of Palm Beach is provided water by the City of Riviera Beach. Rates for potable water delivered to vessels at wharves or docks shall be assessed as follows:
Per Ton (240 gallons): $2.08/Ton
Minimum Charge: $120 when sold to all vessels, including yachts and boats.

482 – ELECTRIC CURRENT

Electricity furnished by the District to vessels or for the operation of loading or unloading gear:

For each connection, if available, $100, plus pass through cost of actual current consumed, if direct meter is available (Minimum charge will be $140.00 for both connection and usage).

For each connection, if available, $100 plus $20.00/hour connected, or part thereof, if direct meter is not available (Minimum charge will be $140.00 for both connection and usage).

Other services must be arranged and paid for by prior arrangement.

486 – SPECIAL SERVICES

Any labor or material required for special services not covered in the Tariff shall be provided at rates will be quoted by the Executive Director upon written application. The District is not obligated to provide services other than those specifically enumerated in this Tariff and will not undertake to render special services except at its convenience. The District assumes no responsibility whatsoever for failure to render such service.

When personnel are called out in overtime or Holiday, such services performed will be subject to a minimum labor charge of five (5) hours for the personnel performing such services at the indicated overtime rate.

Labor Rates	**Standard Time**	**Over-Time**	**Holiday**
Foreman & Supervisors	$50.00/hour (4-hour minimum)	$75.00/hour (5-hour minimum)	$125.00/hour (5-hour minimum)
All others	$35.00/hour (4-hour minimum)	$52.50/hour (5-hour minimum)	$87.50/hour (5-hour minimum)

Equipment Where an operator is required, the same must be a Port Employee and Labor Rates will be as per above	**Rate Hour**	**Minimum Charge**
Forklifts - 12,000 lbs. or less (operator required)	$100.00/hour	$200.00
Sea Ark (with motor) (operator required)	$100.00/hour	$200.00
Front end loader or backhoe combination tractor (operator required)	$200.00/hour	$400.00

490 – CRANE SERVICES

All firms providing crane services at the Port Facilities must be stevedores licensed by the District or a licensed crane operator.

491 – CRANE OPERATOR'S LICENSE

A Crane Operator's License application shall be submitted with payment of the non-refundable initial application fee in the amount of $3,000. Each approved licensee shall pay a non-refundable annual license fee in the amount of $3,000 for each year thereafter. If license is issued on or after July 1 of that year, the non-refundable annual license fee shall be $1,500. Crane Operator's Licenses shall be issued for a period not longer than one year, expiring each year on the 31st day of December.

All firms doing business with the District must be licensed by the District. Private cranes and/or machinery will only be allowed to work on the terminal under the following Rules and Regulations.

1. The Steamship Agency or Stevedore hiring crane service must provide the District's Duty Officer with a copy of a valid Certificate of Unit Test and/or Examination covering the crane and/or machinery prior to the crane and/or machinery being used on the District's property.

2. The cranes and/or machinery must meet all the current requirements and specifications as published in the Federal Register and comply with all Safety rules and regulations governing the operation of cranes and/or machinery on Port facilities of all governmental agencies having jurisdiction.

3. The Steamship Agency or Stevedore hiring crane service shall provide the District with a current copy of the Crane Operator's Certificate of Insurance as stated in Item 430 – Insurance.

The Steamship Agency or Stevedore hiring crane service shall coordinate and/or negotiate any land needs for the assembly of the cranes and/or machinery with the Executive Director and District's Duty Officer. A Steamship Agency, Stevedoring or Crane Operator's License in itself does not authorize the use of Port facilities for assembly or storage of cranes or other equipment without further agreement with the District.

492 – REFUSE DISPOSAL

Refuse disposal service for foreign waste is provided by private contractors with compliance agreements on file with the Department of Homeland Security, Customs and Border Protection (DHSCBP). Contact the DHSCBP Director for an approved contractor list.

493 – CLEAN UP

All users of Port Facilities shall be held responsible for cleaning of the property which they have been allowed to use, or which has been assigned or leased to them, including without limitation, wharves, aprons, gutters, roadways, storage areas. In the event of failure to comply in a timely manner as determined by the Executive Director, the Executive Director may order the work performed and bill the users responsible at cost plus Twenty-Five Per Cent (25%) service charge, with a minimum charge of $500.00.

495 – PARKING DECALS

No owner or operator of any automobile, truck, trailer, or other vehicle to park on any wharf, apron, or in any transit shed, or warehouse, or on any roadway on property owned by or leased to District, except in designated areas, with the proper parking permit visibly displayed in the left front windshield, as mandated by Federal and State regulations.

ANY automobile, truck, trailer, or other vehicle unlawfully parked outside of designated parking areas or without the proper parking permit, will be towed at the sole expense of the owner.

Parking Decals are required for the vehicles for all employees of the Port and of Tenants requiring access to the port terminals and/or facilities.

Parking permits may be obtained for a fee and can be applied for at the District ID Office.

Parking Decals - $5.00

496 – PARKING

Some facilities are available for the parking of vehicles for passengers boarding ships, and for District visitors and workers, at rates designated by the Executive Director and posted at each facility. Such rates shall apply the day a vehicle enters the parking lot and to each succeeding day it remains on the lot. Parking facilities can be made available to the general public at no charge for certain maritime industry related events as designated by the Executive Director.

Parking rates shall be as follows Effective 1/1/ 2019 (except where controlled by separate agreement):

Self Parking	$10.00 per automobile
Valet Parking	$12.00 per automobile
Valet Parking (Overnight)	$20.00 per automobile, per day

Any larger automobiles such as vans, RVs, buses and trailers will be charged the daily rate for each parking spot used (per each area amounting to a standard passenger car space used). A day constitutes a 24-hour period or fraction thereof.
Executive Director shall have the right to increase parking rates.

498 – CRUISE TERMINAL INFRASTRUCTURE FEE

Commencing on October 1, 2016, the Port of Palm Beach initiated a $1.00 fee per boarding passenger for homeported vessels. The vessel operator will be responsible to collect this fee and forward it to the Port in a manner consistent with all other Port charges collected and remitted.

499 – PASSENGER WHARFAGE, EMBARKING, IN TRANSIT, DISEMBARKING

Passenger wharfage charges:

- Coastal Cruise passengers of any age: $2.00 on/$2.00 off
- Non-Coastal Cruise passengers of any age, (where vessel makes more than 12 calls at Port Facilities in a one-year period): $7.00 on/$7.00 off
- Other Non-Coastal Cruise passengers of any age: $10.00 on/$10.00 off

500 – CRUISE TERMINAL OPERATING FEE

Cruise Terminal Operating Fee will be charged as follows: $1.50 on/$1.50 off per passenger.

501 – CARGO TERMINAL OPERATING FEE

Terminal Operating Fees will be assessed on all cargo as follows:

Bulk Cargo	$0.22/Ton
Breakbulk Cargo	$0.27/Ton W/M
Container Cargo including ISO Tanks	$0.31/Ton

505 - COMBINED RATES

Wherever a written Operating Agreement, Terminal User Agreement, Lease or other written agreement is entered into between the Port of Palm Beach District and a Port User and such agreement provides for a combination of rates otherwise set forth in this tariff as individual rates, the same shall be deemed a "Combined Rate". Combined Rates shall be deemed a Tariff rate hereunder, fully as though the same were set forth herein as individual tariff rates.

516 – RADIATION MONITORING / SECURITY CONTRABAND SEARCH

All freight, foreign and domestic, entering onto or departing Port Facilities, is subject to inspection and screening of cargo in accordance with CFR 33 part 105, F.S. 311.12 and the Department of Homeland Security, Customs and Border Protection (DHSCBP). The District may impose additional requirements on an ad hoc basis as determined to be appropriate to the circumstances existing or believed to exist.

521 – SECURITY BADGING

All persons seeking access to the Port Facilities are required to comply with all State, Federal law and Port policies and procedures regarding same, as adopted from time to time.

Any person found without the proper credentials is subject to the trespass provisions of Florida Statutes 810.08, 810.09 and 311.11, and, at a minimum will be required to depart the Port Facilities. Possession of a concealed weapon on Port Facilities is strictly prohibited, except by Federal, State or local employees or persons to whom permission has been granted by the District, where granting of such permission is not in violation of other laws.

Port Badge	$45.00
Crew / Support Badge	$15.00

NOTE 1: The Port of Palm Beach District does not issue and/or process individuals for the Transportation Workers Identification Credential, "TWIC". These credentials are issued by the Transportation Security Administration, "TSA". Information on where to apply and requirements can be obtained on the web at www.tsa.gov.

NOTE 2: Port badge requires security escort.

Regulations and fees are posted on the Port of Palm Beach District's website at www.portofpalmbeach.com, as direct cost billed by the Florida Department of Law Enforcement and established by the Florida Legislature.

526 – ENFORCEMENT OF TARIFF

The Executive Director shall designate, from time to time, the personnel and methods to be employed in determining compliance with the Tariff and investigating any alleged violations of the Tariff, which methods shall include but not be limited to reviews of the books and records of all Persons who may be subject to the terms of this Tariff. Such inspections shall occur at any time, between the hours of 9:00 AM and 5:00 PM. The District shall be entitled to make copies and retain such documents, books and records as the District shall deem relevant. All documents, books and records copied shall be subject to the Florida Public Records Act and shall not be returnable to the Person. In addition to other remedies set forth herein (including increased charges under the Tariff), the Executive Director has the authority to impose a $500 fine for each individual Tariff violation, and/or suspend/revoke a license as determined reasonable by the Executive Director. The sole remedy of an aggrieved person shall be appeal to the Board of Commissioners based upon a Petition filed and heard at the convenience of the Board. The prevailing party in such appeal shall pay all costs of same; however, each party shall bear their own attorneys fees and expert witness fees. If the Board determines that the violation of the Tariff has occurred, the appealing party shall not be considered the prevailing party.

531 – ILLEGAL LOADING/UNLOADING

No Captain of any vessel shall allow any loading or unloading from the docks or the vessel, or any areas of the Port of Palm Beach to be loaded or unloaded or carried on or off the vessel unless it is correctly manifested.

A fine of not less than $1,000 but not more than $10,000 will be assessed against the vessel by the Port of Palm Beach when it has been determined that the lading was so loaded or unloaded.

536 – SEVERE WEATHER SAFE HARBOR DISCLAIMER

All vessels, their owners, charter parties, and/or agents requesting to berth at the Port Facilities in the event of a major storm or heavy weather are hereby put on notice that due to the geographical location, physical characteristics, and other factors, the Port Facilities should not be considered a safe harbor for vessels in the event of a major storm or very heavy weather, and any such vessel permitted to berth at the Port Facilities as refuge from a major storm or very heavy weather assumes the risk of all damages and losses to the vessel and agrees to indemnify the District for all loss and damage to navigational aids, docks, wharves, piers, fenders, buildings or other Port Facilities, and for lost revenue to the District resulting from loss of use whether by direct damage or blockage, or navigational aids, docks, wharves, piers, fenders, buildings or other Port Facilities.

Any such damages or loss in that event shall be the responsibility of the vessels, their owners, charter parties and/or agents and shall not be construed to be an act of God.

541 – DELIVERY OF BUNKERS/PETROLEUM PRODUCTS BY BARGE/TRUCKS

Vessel bunkers arriving by truck to the Port Facilities and which are being delivered to vessels berthed at Port Facilities will be charged $0.005/gallon of fuel delivered to all vessels.

Vessel bunkers arriving by barge to the Port Facilities to be delivered to a vessel berthed at Port Facilities will be charged $0.005/ gallon, plus applicable dockage and other Tariff charges.

Vessel Agent will be responsible for reporting monthly to the Port the total gallons delivered to each vessel. Upon Port request, the Vessel Agent will provide all necessary supporting documentation including, but not limited to, signed fuel receipts validating the corresponding deliveries.

Vessel Agent will be responsible to pay all charges billed by the Port.

546 – DIVING OPERATIONS

Underwater diving operations are prohibited within the confines of the Port of Palm Beach except when authorized by the Director of Operations. Written request must be made so that authorization can be granted no less than 24 hours in advance that includes a copy of the diver(s) certification(s) along with proof of commercial and dive accident insurance.

Said insurance shall be obtained by a carrier with an A.M. Best Rating of “A” or better. Any exception must be approved by Port Executive Director 30 days in advance of policy effective date. The Diving Operator shall furnish proof of said insurance by an appropriate certificate from the insurance carrier prior to commencing operations with the requirement that such insurance carrier give to the Port at least a 30-day notice before such policy is cancelled. All policies of

insurance to be maintained by the Dive Operator shall contain a separate endorsement naming the District as an additional insured, and the Certificate of Insurance must reflect the same.

For purposes of this item, the confines of the Port of Palm Beach are defined as including all water within the slips of the Port and to a distance of 75 feet east of the main marginal wharf, and to the north and south boundaries of the Port.

Refer to Section 430 – Insurance, for Minimum Coverage and Section 453 – Other Licensing, for Diving Operations License fee.

551 – HEAVY CARGO FEE

A fee to offset to the cost of additional wear and tear on the Port Facilities due to heavier cargoes moving over them and/or being stored on them, and not as wharfage, the following fees will be assessed per unit in addition to all other Tariff and agreement charges including wharfage charges, against any cargo, containerized, equipment, or otherwise, loaded or unloaded at Port Facilities, where such unit weighs in excess of 100,000 pounds. A weight distribution plan must be submitted to and approved by the Port Engineer. Engineering costs if incurred will be passed through at cost to client through agent of record. Single point load must not exceed 600 pounds per square foot. Weights listed on manifests will govern heavy lift charges, if actual weights are not provided or required.

100,001-300,000 lbs	$350.00/unit
Over 300,000 lbs up to 400,000 lbs	$4.00/Ton
Over 400,000 lbs up to 450,000 lbs	$6.00/Ton
Over 450,000 lbs up to 500,000 lbs	$9.00/Ton
Over 500,000 lbs up to 550,000 lbs	$12.00/Ton
Over 550,000 lbs	$16.00/Ton

553 HEAVY CARGO PAD AREA

Port Users designated for use of the Heavy Pad Cargo Area will be assessed the following charges:

Rates available upon request.

556 – DRUG-FREE WORKPLACE

All tenants and users of Port Facilities shall abide by State and Federal laws regarding maintenance of a Drug-Free Workplace.

561 – SECURITY FEES

A security fee shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services of facilities at the Port of Palm Beach.

These security fees are assessed to recover costs incurred for operational expenses, equipment, security infrastructure improvements for access control and CCTV Monitors, building fortifications and communications as mandated by MTSA/CRF33 and FL Statute 311.12, and other State and Federal laws and administrative costs associated with compliance.

The security fee will be assessed against vessels and barges and cargo interests as a percentage of total dockage charges, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. Gangway Watch and special security services provided if requested or required at cost of greater of (i) $41 per hour, per watch officer, (ii) actual charge (plus 10% for overhead) made by a third party for providing such watch officer. The security surcharge will be assessed in addition to all other fees which may be due under this Tariff as follows:

Dockage Security Fee: 6% of dockage fee

Escort Fee: $41.00/hour/officer (4-hr minimum)

Wharfage Security Fees

Breakbulk	$0.13/short ton
Bulk	$0.04 $0.05/short ton
Containers, including ISO Tanks	$2.44 per unit
Passengers	$1.00on/$1.00/off/cruise passenger or actual security cost, whichever is greater.

These are minimum charges, and additional charges may be assessed in the event that the Executive Director determines that additional security measures are required as a result of facts or circumstances made known to the Executive Director. Any such additional charges shall be based upon a reasonable estimate made by the Executive Director.

The District reserves the right to assess additional security charges, including but not limited to vehicle decals, security badges, access control and the use of the District security resources, e.g. Gangway Watch.

571 – SPACE ASSIGNMENTS

Space Assignments are granted for use of a specific project cargo and for the eventual shipment to or from Port Facilities, upon terms and conditions approved by the Executive Director or his designated representative.

Space Assignments may be terminated without compensation to assignee, upon delivery of a 24-hour cancellation notice by the Executive Director. Space Assignments do not grant leasehold rights. District can remove any and all property from an assigned area at assignee's expense, and relocate same to another area, and treat such property as abandoned cargo.

576 – U.S. CUSTOMS AND BORDER PROTECTION CLEARANCE (DIVE BOAT OPERATIONS)

Dive boat operators, if permitted at Port Facilities, will be assessed a $100.00 fee ("Base Fee") and such operators should provide the District with at least 24 hours' notice of their intent to call at Port Facilities. Accommodation is not guaranteed, and providing less than 24 hours' notice will result in an additional charge of $150.00 plus the Base Fee.

578 – SALES TAX

Wherever there is imposed, by the State of Florida, or other authority having jurisdiction, a sales tax, use or other charge in connection with the payment of any amount payable hereunder, or under any lease, or other agreement with the District, then such tax shall be paid by the party responsible for payment of the charge on which such sales tax is assessed.

580 – SCALES

Any and all users of the Port Facilities, including without limitation tenants, may be required, at any time and from time to time, to provide official weigh tickets from a scale approved by the District and located at the Port Facilities. To the extent that weight is understated, such weight shall be assessed at five times the wharfage otherwise applicable.

Understatement of weight by any Person or on a manifest furnished to the District by a Person shall constitute a violation of the Tariff. Understatement of weight more than once in any thirty day period shall constitute a basis for termination of license and denial of access to Port Facilities.

582 – FUMIGATION

Containers and equipment requiring fumigation, disinfection or various other treatments as ordered by USDA-PPQ will be treated at District's fumigation site by the stevedore. Tariff fee for use of the Port's fumigation site will be $150 per container or piece of equipment.

583 –TRANS-SHIPMENT CARGO

Rates and conditions for Trans-shipment cargo shall be upon such terms as are agreed between the shipper or their agent and the Executive Director, otherwise, the same shall be charged wharfage for both the inbound and outbound movements.

584 – RATES: WHARFAGE, STORAGE, DEMURRAGE

Free Time: (See Item 102 - Definitions)

Containers/Equipment/Vehicles	**Wharfage**	**Storage Time** (Applicable after Free Time, if any.)	**Demurrage**
Containers/trailers/flat-racks/flatbeds/chassis (plus per unit charge)	$ 1.62/Ton of cargo	$4.00 per unit, per day	$6.00 per unit, per day
ISO tanks/ISO trailers (plus per unit charge)	$2.71/Ton	$4.00 per unit, per day	$6.00 per unit, per day
Containers/trailers/flat-racks/flatbeds/chassis/ISO container/ISO trailer	$3.79 per unit	N/A	N/A
Automobiles, vans, motorcycle (new/used), pick-up trucks, SUVs. Item will be billed at the greater of per unit rate listed or breakbulk rate.	$25 per unit without cargo; $45 per unit with cargo	$3.50 without cargo, per unit, per day $7.00 with cargo, with cargo, per unit, per day	$5.25 without cargo, per unit, per day $10.50 with cargo, per unit, per day
Buses/mobile specialized equipment and vehicles, commercial trucks, commercial vehicles. Item will be billed at the greater of per unit rate listed or breakbulk rate.	$45 per unit without cargo; $65 per unit with cargo	$7 without cargo, per unit, per day; $14 with cargo, per unit, per day	$10.50 without cargo, per unit, per day; $21.00 with cargo, per unit, per day

Vehicle Inspection Administration Charge of $8.00 per vehicle will be invoiced separately in addition to wharfage rates listed above.

Dry Bulk Cargo	**Wharfage**	**Storage**
Bulk (NOS) – Not otherwise specified	$0.88/Ton	**Storage rates provided upon request.**
Cement/Clinkers	$0.83/Ton	**Storage rates provided upon request.**
Sugar, crude or refined	$0.73/Ton	**Storage rates provided upon request.**

Liquid Bulk Cargo	**Wharfage**	**Storage**
Molasses, blackstrap & molasses based products	$0.61/Ton (Pipeline) $1.70/Ton (Non-Pipeline)	$4.00/Ton (drummed or barrels)
Petroleum products – Non-Utility fuels	$0.16 per BBL	**Storage rates provided upon request.**
Liquid NOS	$0.33 per BBL	**Storage rates provided upon request.**

Natural Gas	**Wharfage**
a) Liquid natural gas	$1.90**/Ton** $0.34/100 gallons
b) Compressed natural gas	$0.44**/1000 Cubic Feet**

Breakbulk Items	**Wharfage**	**Storage Time**	**Demurrage**
All Items	$2.01Ton W/M	$3.00/Ton	Next ten-day period following Storage Time – $ .50/Ton W/M per day; Each day thereafter - $1.00/Ton W/M per day
Yachts & Boats	$3.11/Ton W/M	$25.00 per unit per day - $125.00 minimum charge	$30.00 per unit, per day Vessels Under 30 ft. LOA $150.00 minimum charge
Boat trailers without yachts or boats	$15.00/trailer	$4.00 per unit per day	$50.00 per unit per day Vessels Over 30 ft. LOA $250.00 minimum charge

MINIMUM BILLING CHARGES ARE AS FOLLOWS:

Wharfage, per Bill of Lading (B/L)	$5.45
Cargo Storage Time	$25.00

INDEX

Abandoned Vehicles, 27
Abbreviations, 5
Access To Harbor, 13
Access To Records, 21
Anchorage In Turning Basin & Channel, 13
Application For Berth Assignment, 15
Area Designation, 28
Bill Posting Prohibited, 27
Cargo Statements Required, 20
Cargo Terminal Operating Fee, 31
Change Of Location Of Vessels, 17
Clean Up, 30
Collisions Or Grounding Of Vessels, 14
Combined Rates, 31
Commercial Filming, 28
Consent To Terms Of Tariff, 5
Crane Operator's License, 29
Crane Services, 29
Cruise Terminal Infrastructure Fee, 31
Cruise Terminal Operating Fee, 31
Definitions, 5
Delinquent List, 22
Delivery Of Bunkers/Petroleum Products By Barge/Trucks, 32
Delivery Orders, 24
Demurrage Of Vessels, 17
Discharging Ballast Or Throwing Rubbish In The Water, 15
Diving Operations, 32
Dock Facilities, 10
Dockage Rates, 18
Drug-Free Workplace, 33
Duties Of Harbormaster, 13
Electric Current, 28
Enforcement Of Tariff, 32
Explosives, Flammable And Other Dangerous Cargo, 27
Fumigation, 34
General Restrictions & Limitations, 19
Harbormaster Fee, 19
Heavy Cargo Fee, 33
Heavy Cargo Pad Area, 33
Holidays Observed, 7
Hot Work Permits, 28
Illegal Loading/Unloading, 32
Indemnification Clause, 22
Indemnity Bond, 23
Insurance, 23
Interrupted Dockage Computation Of Charges, 18
Jurisdiction, 9
Liability For Loss Or Damage, 19
Liens, Enforcement, 24
Lights And Other Operating Requirements, 14
Line Handling, 18
Location, 9
Manning Of Vessels & Mobile Condition, 14
Mooring, 14
No Trespassing, 28
Non-Waterborne Cargo, 20
Nuisance Created By Vessel Running Engines In Gear,15
Obstruction To Navigation, 13
Other Authorities Having Jurisdiction, 27
Other Licensing, 26
Parking, 30
Parking Decals, 30
Passenger Wharfage, Embarking, In Transit, Disembarking, 31
Payment Of Charges And Invoices - Litigation, 21
Performance Bond, 23
Permitting, 26
Pilotage Rates, 13
Pollution of Air And Water, 14
Potable Water, 28
Public Records, 21
Radiation Monitoring/Security Contraband Search, 31
Rail Switching, 13
Rates: Wharfage, Storage, Demurrage, 35
Refuse Disposal, 30
Regulation Of Vessel Movements, 17
Requirements Of Vessels To Work Overtime, 16
Responsibility For Cargo, 24
Responsibility For Cleaning Facilities, 20
Responsibility For Damage To Facilities, 19
Sales Tax, 34
Scales, 34
Security Badging, 31
Security Fees, 33
Service Charges, 22
Severe Weather Safe Harbor Disclaimer, 32
Signs, 26
Smoking Restrictions, 27
Solicitation, 27
Space Assignments, 34
Special Services, 29
Speed, 13
Steamship Agency Licensing, 25
Stevedore Licensing, 25
Stevedore Equipment, 26 (See Wharf Obstruction)
Terminal Facilities, 12
Terminal Rights, 19
Trans-Shipment Cargo, 34
U.S. Customs And Border Protection Clearance (Dive Boat Operations), 34
Unauthorized Dockage, 17
Unconsigned Cargo, 24
Vehicle Operation, 27
Vessels Derelict, Arrested And/Or Seized, 15
Wharf Obstruction, 26
Wharfage Earned, 25

PORT OF PALM BEACH DISTRICT

FREIGHT TARIFF PPBD 8015- J

(Replaces Freight Tariff PPBD 8015-I as of the Effective Date)

**SWITCHING AND OTHER TERMINAL CHARGES,
AND RULES AND REGULATIONS GOVERNING
THE HANDLING OF CARS AT LOCATIONS ON THE
PORT OF PALM BEACH DISTRICT RAILWAY**

SWITCHING TARIFF

ISSUED DATE: August 31, 2018 EFFECTIVE DATE: October 1, 2018

ISSUED BY
BOARD OF COMMISSIONERS
Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, FL 33404

The provisions published herein, if effective, will not result in an effect on the quality of the human environment.

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

RULES AND OTHER GOVERNING PROVISIONS
RULES AND REGULATIONS - GENERAL

ITEM 10

Section Omitted

ITEM 20

REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules.

ITEM 75

METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly-numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 100-A cancels Item 100, and Item 125-B cancels Item 125-A in a prior supplement which in turn cancelled Item 125.

SWITCHING AND MISCELLANEOUS RULES AND CHARGES
(Charges in dollars and cents per car, except as noted)

ITEM 110

FURNISHING CARS FOR INTRA-PLANT, INTRA-TERMINAL OR INTER-TERMINALSWITCHING

The PPBD will not undertake to furnish cars of any particular type, size or dimension when used in intra-plant, intra-terminal or inter-terminal switching.

ITEM 120

APPLICATION OF CHARGES ON SHIPMENTS LOADED IN ARTICULATED CARS

When shipments are loaded in articulated cars, two or more car units permanently or temporarily joined together, the switching charges published in this tariff will be assessed separately to each unit of the articulated equipment.

ITEM 130

EXCESS OVER FULL CARLOADS

Where more than one car is required because of the shipment being in excess of quantities which can be loaded in or on one car, or because of the length of the shipment, each car used shall be considered a separate carload shipment, and charges assessed accordingly.

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

ITEM 140

CHANGING NAMES OF FIRMS OR INDUSTRIES

Where change is made in ownership or name of firm or industry served by this railroad, switching charges specified herein will apply until the new name is published, provided there is no change in location.

ITEM 150

DEFINITION OF A SWITCH MOVEMENT

1. The rates for switching contained in this tariff apply to each movement of loaded or empty rail equipment, both inbound and outbound, within the established switching limits, of each of the following: (a) a loaded car in one direction, or (b) return of the empty car in the other direction, either inbound or outbound, or (c) a car loaded in both directions, the charge to be assessed for each movement, both inbound and outbound, or (d) a car handled empty in one direction which is not in connection with a loaded movement, or (e)a car handled empty in both directions, the charge to be assessed for each movement, both inbound and outbound.

2. When cars are placed for loading or unloading upon switch tracks, side tracks, team tracks, or at industries or locations served by the PPBD, such placement constitutes delivery of the car for loading or unloading. Any subsequent switching movement or service will be assessed at the applicable intra-plant, intra-terminal, inter-terminal, local or interchange charge, as the case may be.

ITEM 160

DEFINITION OF TERMS "INTRA-PLANT", "INTRA-TERMINAL", "INTER-TERMINAL" AND "INTERCHANGE" SWITCHING

INTRA-PLANT SWITCHING: A switching movement from one location to another location within the confines of an industry.

INTRA-TERMINAL SWITCHING: A switching movement (other than intra-plant) from one location to another location within the switching limits of one station or industrial switching district of this railroad.

INTER-TERMINAL SWITCHING: A switching movement from one railroad to another railroad when such movement is within the switching limits of the same station or industrial switching district.

INTERCHANGE SWITCHING: The movement in switching service for loading or unloading, preceding or following a road haul movement over another railroad, from or to a private or assigned siding on the PPBD, to or from the point of interchange with the connecting railroad at the switching station; or the movement of the empty car in the reverse direction; or the empty movement in both directions; or the loaded movement in both directions. Each handling of the car in either direction is a separate movement. (Also see Item 150 for definition of a switch movement and application of rates.)

Note - Where the term "Reciprocal Switching" has been used in any prior agreement with the PPBD, the same shall be deemed to mean and refer to the item now known as "Interchange Switching".

ITEM 170

DEFINITION OF ORDINARY SWITCHING

Ordinary or normal switching is defined as switching for ordinary operating convenience, which contemplates only one switch per day and only on those days when PPBD has regularly scheduled switching service at the plant site or industry siding, except that the PPBD may, at its discretion only, make additional switches when necessitated by the volume of traffic or to secure the prompt release of equipment or facilities.

Ordinary Switching is also defined as switching that takes place during regular working hours (M-F, 8 am to 5 pm)

ITEM 180

CARS ORDERED BUT NOT USED

The applicable switching charge will be assessed for any car which is ordered but not used.

ITEM 185

[A]
STORAGE / HOLD CHARGE

Cars, loaded or empty, held on tracks owned or operated by the PPBD or located on land owned by the PPBD, will be subject to the following storage/ hold charges:

$ 0.00 for each of the first 7 days;
$10.00 for each of the next 7 days;
$25.00 for each subsequent day.

The above charges apply per car, per day, or fraction of a day, and are to be computed from the day the car is first held until car is released from storage/hold tracks

ITEM 190

APPLICATION OF CHARGES TO AND FROM STORAGE/HOLD TRACKS

The applicable Intra-terminal switching charge will be assessed on movements of cars to or from storage/ hold tracks on the PPBD. The charge will be assessed in both directions.

ITEM 200

CARS MOVED FROM LOADING TRACKS AND HELD FOR FURTHER ORDERS

See Item 185

ITEM 300

[I]
INTERCHANGE SWITCHING, GENERAL (See Notes 1, 2 and 3)

Except as otherwise provided, the charge for interchange switching, as defined in Items 150 and 160, will be as follows:

PART 1
INBOUND INTERCHANGE SWITCHING

INBOUND RAIL CAR VOLUME IN PREVIOUS YEAR (See Note 2)	**CHARGE (PERCENT OF OUTBOUND RATE) (See Part 2)**
0 - 500	100.00%
501 - 1,000	93.80%
1,001 - 1,500	87.60%
1,501 - 2,000	81.50%
2,001 - 2,500	75.40%
2,501 - 3,000	69.30%
3,001 - 3,500	63.20%
3,501 - 4,000	57.00%
4,001 - 4,500	50.90%
4,501 - 5,000	44.80%
5,001 - 5,500	38.70%
5,501 - 6,000	32.60%
6,001 - 6,500	26.40%
6,501 - 7,000	20.30%
7,000 - 9,000	12.00%
9,001 - 9,500	10.0%
9,501 - 10,000	7.50%
10,001 or greater	5.00%

ITEM 300 (Cont'd)

INTERCHANGE SWITCHING, GENERAL
(See Notes 1 and 3)

PART 2
OUTBOUND INTERCHANGE SWITCHING

The Outbound Interchange Switching Rate will be:

Effective January 1, of each year, commencing 2019, the Outbound Interchange Switching Rate will be calculated by increasing the previous year's Outbound Interchange Switching Rate by the Rail Cost Adjustment Factor (Unadjusted) for the previous four quarters; Provided, that the Outbound Interchange Switching Rate shall never be less than the prior year's rate, regardless of movement in the Rail Cost Adjustment Factor. The 2018 Outbound Interchange Switching Rate was $47.61.

Note 1 - If the minimal annual volume levels are not met by December 31 of any year, the tenant will be billed in January of the following year so as to adjust the preceding years total annual Interchange Switching Fee to reflect the appropriate volume discount rate that should have been in effect for the prior year.

Note 2 - Where the term "Reciprocal Switching" has been used in any prior agreement with the PPBD, the same shall be deemed to mean and refer to the item now known as "Interchange Switching".

ITEM 310

INTRA-PLANT, INTRA-TERMINAL AND INTER-TERMINAL SWITCHING

The charge for intra-plant, intra-terminal or inter-terminal switching, as defined in Item 160, will be:

Effective January 1, of each year, commencing 2019, the Intra-Plant, Intra-Terminal and Inter-Terminal Switching Rate will be calculated by increasing the previous year's Intra-Plant, Intra-Terminal and Inter-Terminal Switching Rate by the Rail Cost Adjustment Factor (Unadjusted) for the previous four quarters; Provided, that the Intra-Plant, Intra-Terminal and Inter-Terminal Switching Rate shall never be less than the prior year's rate, regardless of movement in the Rail Cost Adjustment Factor. The 2018 Outbound Interchange Switching Rate was $47.61.

ITEM 320

SPECIAL SWITCHING SERVICE

1. Special switching service, other than as defined in Item 170, will be provided subject to the availability of motive power and crew, and will be provided at the sole discretion and option of PPBD.

2. The charge for special/overtime switching will be $150.00 per hour or fraction thereof, for motive power and crew, with a minimum of 4 hours to be assessed **per call in**.

3. These charges shall be in addition to all applicable switching charges.

ITEM 330

CHARGE FOR USE OF HEAVY CAPACITY FLAT CARS

A charge of $350 per car used, (Per Car Rate) in addition to the regular switching rates and charges named in this tariff, will be assessed for each heavy capacity rail car for a shipment for which the PPBD switches. Rail cars bearing mechanical designation "FW" or "FWS" or any capacity, and cars of designation "FM" of 200,000 pounds and over nominal capacity; or mechanical designation "FD" or "FDS" on rail cars as named in normal capacity the Official Railway Equipment Register, RER 6414-series or any other specialty rail car (wide, high, or heavy capacity rail car).

In addition to the above charge, cargo tonnage in the following amounts on these rail cars will be charged the associated fee:

0 to 100 tons	**No charge**
100 to 130 tons	**$1,000**
130 to 150 tons	**$1,500**
G.T. 150 tons	**rates available upon request**

These charges will be in addition to the charge specified in Rule 21 of the Code of Car Hire Rules in RER 6414-series. Rule 21 charges accrue to the car owner.

Note 1: The Per Car Rate is applicable on shipments which either originate or terminate at the PPBD property.
Note 2: The cargo tonnage will be billed at the greater rate of the then current Tariff or Freight Tariff of the Port of Palm Beach District.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

[A]	Addition
[I]	Increase
[NC]	Brought forward with change
[R]	Reduction/Decrease

AAR	Association of American Railroads
ICC	Interstate Commerce Commission
FT	Freight Tariff
OPSL	Official Railroad Station List, OPSL 6000-series
PPBD	Port of Palm Beach District

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-4

PREPARED BY: Jarra Kaczwara, Senior Director, Business Development & Communications — July 19, 2018

SUBJECT: **Cancellation of Memorandum of Lease**
New Cingular Wireless PCS, LLC dba AT&T

BACKGROUND INFORMATION: AT&T has held an agreement with the Port since 1991 and their MOB rooftop agreement since 2000. With the MOB demolition and cell tower project on the horizon, the Port needs to terminate the New Cingular Wireless PCS (AT&T) Agreement for the MOB rooftop.

The cell tower project still does not have a building permit issued by the City of Riviera Beach. However, the Port is working with AT&T and they are moving forward to de-commission the MOB rooftop and remove the equipment. AT&T is also in the process of commissioning a Cell-On-Wheels (COW) to provide area cellular service in lieu of the AT&T rooftop service. The Port is contractually obligated to provide AT&T the Cancellation of Memorandum of Lease to New Cingular Wireless PCS, LLC dba AT&T as attached hereto, and will issue this once the COW is up on air which is anticipated to occur prior to the July board meeting.

AT&T will continue running the COW until the cell tower is constructed at the Port by Vertex. At that time, they will relocate to the cell tower.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: $1,295/month decrease
Monthly income totals per source: $2,645 MOB / $1,350 COW

RECOMMENDATION: Port Staff Respectfully Requests Consideration and Approval of the Cancellation of Memorandum of Lease for New Cingular Wireless PCS, LLC dba AT&T, by the Board of Commissioners.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

Cell Site: WP017/Riviera Beach
Lease ID: N001253
Site Address: 4 East Port Rd, Riviera Beach, FL 33419

Cancellation
Of
Memorandum of Lease

PORT OF PALM BEACH DISTRICT, a special district and political subdivision of the State of Florida (hereinafter referred to as the "DISTRICT"), and New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless, a Delaware Limited Liability Company (as successor in interest to AT&T Wireless Services of Florida, Inc. d/b/a AT&T Wireless Services) (hereinafter referred to as the, "Tenant") confirm that that certain Lease Agreement dated September 22, 2000 (sometimes referred to as "Rooftop Lease"), and amended same by First Amendment to Lease Agreement signed by Tenant on December 13, 2005, and as thereafter may have been amended from time to time ("Lease") has been canceled, and shall be of no further force or effect, and any Memorandum of Lease that may have been filed in the public records is canceled and of no further force or effect as of July 20, 2018.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

_____

BY_____

Printed Name of
Witness:_____

_____

Printed Name of
Witness:_____

Cell Site: WP017/Riviera Beach
Lease ID: N001253
Site Address: 4 East Port Rd, Riviera Beach, FL 33419

LESSEE:
New Cingular Wireless Pcs, LLC, d/b/a Cingular Wireless, A Delaware Limited Liability Company

_____ BY_____

Printed Name of
Witness:_____

_____

Printed Name of
Witness:_____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this __ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license _____ as identification, as _____ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

_____
NOTARY PUBLIC
My commission expires:

Cell Site: WP017/Riviera Beach
Lease ID: N001253
Site Address: 4 East Port Rd, Riviera Beach, FL 33419

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this __ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as _____ of New Cingular Wireless Pcs, LLC, d/b/a Cingular Wireless, A Delaware Limited Liability Company.

[SEAL]

_____
NOTARY PUBLIC
My commission expires:

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-5

PREPARED BY: Paul J. Zielinski Deputy Director-CFO July 19, 2018

SUBJECT: PALM BEACH PARKING AGREEMENT
Adjustment of Rates

BACKGROUND: Palm Beach Parking **(**PBP**)** has supported the Port's passenger parking needs for decades. They have successfully operated here under a multitude of different and often complex parking scenarios and requirements. PBP has worked with the Port over these years, adapting as needed, whenever our needs changed – from self-parking, with only minor valet service for day cruise vessels, to what is now an entirely valet service for a cruise line with two significant vessels.

The addition of the second cruise vessel, and the lost parking area related to the elimination of MOB facility, now requires a larger number of passenger vehicles to be parked and retrieved from west of US 1 in the southernmost part of the Port. To maintain an acceptable turnaround time for the increased volume and remote parking, PBP has needed to add four full-time positions that are required each day regardless of volume.

These positions include two shuttle drivers to bring the valets to and from the remote lot and two staff members to assist with keys and car location on the west side of the Port. PBP has asked for the Port to share in the cost of these fixed positions that have resulted primarily from remote parking.

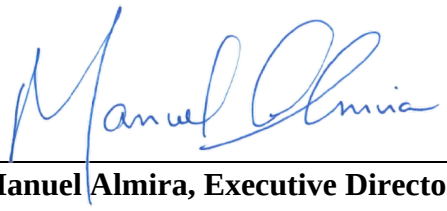
Currently, the Port pays PBP $15.10 for each car parked west of US 1. Port staff is recommending that this be increased by $1.00 per car to $16.10 per car, retroactive to June 1, 2018. Additionally, the Port has an option to request traffic control support from PBP at $12.00/hour. This rate was established three years ago and PBP is requesting that it be increased to $14.00. Again, this would be for optional traffic control staff at the Port's discretion.

ADDITIONAL INFORMATION ATTACHED: No ___X___ Yes _____

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach is respectfully requested to direct staff to amend the Palm Beach Parking Contract so as to raise the fee paid to Palm Beach Parking to $16.10 for cars parked west of US 1 and to raise the hourly rate for optional personnel to $14.00/hour and to authorize the Executive Director to execute the contract amendment.

FINANCIAL IMPACT: Financial impact is dependent on the number of cars parked west of US 1 and is estimated to be approximately $25,000 this year with a maximum of about $50,000 when both vessels achieve the planned capacity.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No_____
Incorporated into Minutes:	_____	By:	_____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-6

PREPARED BY: Paul J. Zielinski Deputy Director-CFO July 19, 2018

SUBJECT: **Akerman Senterfitt**
Approval of One Year Agreement

BACKGROUND: Akerman Senterfitt provides Public Policy Consulting Services to the Port at a cost of $36,000 per year, plus out of pocket expenses. The current contract expired on 7/31/2018. The Board of Commissioners directed the Port Executive Director to enter into negotiations to seek a new one-year agreement. The attached proposed agreement reflects a one-year agreement without an increase in costs.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach District is respectfully requested to approve a one-year agreement with Akerman Senterfitt to provide the port with Public Policy and Consulting Services.

FINANCIAL IMPACT: The annual cost of $36,000 plus out of pocket expenses is included in the Port's Operating Budget.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No ___
Incorporated into Minutes:	_____	By:	_____

AGREEMENT FOR PUBLIC POLICY CONSULTING SERVICES

Akerman, LLP agrees to provide governmental affairs consulting services to the Port of Palm Beach ("Port"), beginning August 1, 2018 and ending on July 31, 2019, on the following terms and conditions:

1. Scope of Engagement. The Port has retained Akerman, LLP to represent the Port before the Florida State Legislature and Executive Branch of government; the Federal Congressional and Executive Branches of government; and any local county or municipal government or agencies as directed by the Port Commission or its Executive Director.

2. The Port has not retained Akerman LLP to provide legal advice. Akerman LLP assumes no responsibility or obligation to provide any such advice unless separately and specifically contracted for in writing.

3. Scope of Work. The terms of this agreement will constitute an understanding of the scope and status of the work to be performed by Akerman LLP for the Port that will include, but not be limited to:

- Prepare legislative requests for Port projects for fiscal year 2018-19.
- Secure funding or approvals for Port infrastructure projects.
- Identify and nurture new business opportunities for the Port in the legislature.
- On behalf of the Port, coordinate ongoing Port activities with members of the Florida Legislature, the Governor's Executive Office, the Department of Economic Opportunity, the Department of Transportation, Department of Environmental Protection and any other state agency.
- On behalf of the Port, coordinate ongoing Port activities with members of the Florida Congressional Delegation, the Executive Office of the President, the U.S. Department of Transportation, Environmental Protection Agency, Homeland Security and any other federal agency.
- On behalf of the Port, coordinate ongoing Port activities before any local governments or planning agencies.
- Prepare written briefings to the Port Director during Regular and Special Sessions of the Florida Legislature.
- Work closely with the Florida Ports Council on behalf of the Port.
- Attend all Port of Palm Beach Commission meetings, whenever possible.
- Perform any duties on behalf of the Port as directed by the Executive Director or Port Commission.

4. Staffing. Primary responsibility for this engagement will be assumed by Richard Pinsky. Because of various strengths in relationships and geographic areas of legislative members, other public policy advisors may also be assigned to this matter in consultation with Port. Staffing will depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.

5. Fees. The fees for public policy consulting services shall be $36,000.00 due and owing to Akerman, and earned in 12 equal monthly installments of $3,000.00 per month, beginning August 1, 2018 through July 31, 2018. This agreement may be terminated upon thirty (30) days' written notice by either party. Fees shall not be payable with respect to the period after the effective date of any termination.

6. Costs. Expenses (such as travel, lodging, meals, telephone tolls, photocopying, postage, etc.) will be separately itemized on Akerman's statements. The Port will also reimburse Akerman LLP for annual state or federal registrations fees as required by law. Any expenses exceeding $100.00 will require prior Port approval.

7. Submission and Payment of Statements. Akerman, LLP generally submits statements for services rendered and costs advanced on a monthly basis. Statements are to be paid in full within 30 days after receipt. In the event that any statement is not paid in full within 30 days, Akerman, LLP will have the option to withdraw from this representation and Port hereby consents to withdrawal under those conditions. A failure to question or object to any charges within 30 days after receipt of a statement will constitute Port's agreement to the statement as presented.

8. Conflicts of Interest. Akerman must disclose any potential conflict of interest to the Port in advance of any agreement or be subject to cancellation of fees, other than as is discussed and agreed to by both parties, and confirmed in writing. Akerman will prioritize all Port projects to ensure that there are no conflicts of interest that may arise during the course of business. This scope of work agreed to by this agreement for professional services will be subject to the direction of the Port. Both parties must agree to any changes to this agreement.

AKERMAN LLP

By: _____
Richard Pinsky,
Public Policy Group Manager

Accepted and agreed to,

this _____ day of_____, 2018.

Port of Palm Beach

By: _____
Jean Enright, Chairperson
Board of Port Commissioners

Accepted and agreed to,

this _____ day of_____, 2018.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-7

PREPARED BY: José Soler, PE Port Engineer July 19, 2018

SUBJECT: Interlocal Agreement with the Town of Palm Beach for the Berth 1 Coral Mitigation

BACKGROUND:
In 2015, the Board approved a Work Order for CH2MHill pursuant to the Master Services Agreement for Professional Services for the Concept Study and Permitting Process for the Development of Berth 1. CH2MHill developed a Concept Package for the Berth 1 Bulkhead Replacement Design, and proceeded to file joint permit applications to the U.S. Army Corps of Engineers (USACE) and the Florida Department of Environmental Protection (FDEP).

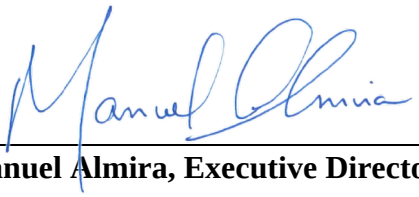
CURRENT SITUATION:
The permitting submittals have been completed with both USACE and FDEP issuing permit approvals. In order to continue with the Berth 1 Bulkhead Improvements, the USACE permit requires execution of the proposed coral mitigation plan of impacted stony corals, by relocation to the Town of Palm Beach mitigation reef. An Interlocal Agreement has been made between the Port of Palm Beach District and the Town of Palm Beach for the relocation of 300 corals having a size equal or greater than 10 cm ("primary corals"), and additional corals smaller than the primary corals ("secondary corals"). The coral mitigation will be performed in coordination with the Town of Palm Beach Coastal Program. The Town shall relocate all of the Primary Corals in accordance with the Coral Relocation Plan. Upon completion of the relocation of the Primary Corals, Town shall have right to relocate Secondary Corals until Port gives notice that such relocation must cease due to construction, which notice shall terminate the Town's right to relocate Secondary Corals.
Upon completion of relocation of the Primary Corals, Port shall pay the sum of twenty-nine thousand four hundred forty-two dollars ($29,442.00) to the Town. The relocation of Secondary Corals shall be at Town's sole cost and expense. Additional monitoring events will occur at every year for three years post-transplantation as required under the Permit. The Port shall reimburse the Town for the cost of each monitoring event required, in an amount not to exceed $5,000 per event.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: The project will be funded from an existing FDOT JPA (50%) and from the Port's Capital budget (50%). The annual monitoring expense will be included in the appropriate year's Operating Budget.

RECOMMENDATION: The Port of Palm Beach Staff respectfully recommends that the Board approve the Interlocal Agreement with the Town of Palm Beach with Coral Mitigation Cost in the amount not to exceed $29,442.00 for the relocation of the corals and up to $15,000.00 for monitoring events in the following years.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____

Disapproved: _____ Seconded By: _____

Deferred To: _____ Unanimous: Yes _____ No _____

Incorporated into Minutes: _____ By: _____

INTERLOCAL AGREEMENT

This Interlocal Agreement is made the _____ day of _____, 2018, by and between the Port of Palm Beach District, a district created and existing pursuant to 1915 Fla. Laws 7081, as amended from time (hereinafter "PORT"), and the Town of Palm Beach, a Florida Municipal Corporation (hereinafter "TOWN"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the Port is undertaking certain improvements involving its Berth 1, located immediately eastward of the Port of Palm Beach Maritime Office Complex. ("Berth 1"); and

WHEREAS, in connection with those improvements, the Port desires to relocate 300 corals having a size equal to or greater than 10cm ("Primary Coral"), and has additional corals smaller than the Primary Corals ("Secondary Corals");

WHEREAS, the TOWN desires to obtain all of the Primary Corals and may wish to relocate some of the Secondary Corals;

WHEREAS, the relocation of the Corals will benefit both the TOWN and the Port; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of the Port and the TOWN, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Interlocal Agreement shall expire at the end of three years from the Effective Date. The Effective Date of this Interlocal Agreement shall be that date on which the last party has executed this Interlocal Agreement.

3. TOWN Responsibilities and Functions. TOWN shall relocate all of the Primary Corals in accordance with the DRAFT Coral Relocation Plan attached as EXHIBIT A (a part of ACOE Permit SAJ-1990-03372 (NW-LCK)), as set forth below, time being of the essence so as not to interfere with construction. Upon completion of relocation of the Primary Corals, Port shall pay the sum of TWENTY NINE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS ($29,442.00) to the TOWN. Upon completion of the relocation of the Primary Corals, TOWN shall have right to relocate Secondary Corals until Port gives notice that such relocation must cease due to construction, which notice shall terminate the Town's right to relocate Secondary Corals. Relocation of Secondary Corals shall be at Town's sole cost and expense.

The Port of Palm Beach will control all actual scheduling (due to cargo vessel coordination, contractor vessel coordination and construction coordination) and the parties acknowledge and agree that, in the event that conditions or circumstances are not safe or convenient or efficient, or interfere with tenant use, either party can terminate this agreement, however, if a majority of the Primary Corals have been removed, then both parties shall continue with the coral relocation and have their continuing obligations under Sections 4, 5 and 6 provided that construction and Port operations shall not be impacted.

4. Continuing Monitoring and Reporting. TOWN acknowledges that there will be certain monitoring and reporting obligations in connection with the Primary Corals. TOWN will be responsible for all such monitoring and reporting, but Port shall reimburse TOWN for the cost of each monitoring event required under the License (defined in Section 5), not to exceed $5,000 per event.

5. Florida Fish and Wildlife Conservation Commission, Division of Marine Fisheries Management License. All work shall be done in accordance with Florida Fish and Wildlife Conservation Commission, Division of Marine Fisheries Management License SAJ-1990-03372(AP-LCK), showing a date stamp of December 8, 2017, a copy of which is attached as EXHIBIT B ("License").

6. Miscellaneous Provisions.

   A. Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes. The TOWN's and the Port's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.

   B. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the TOWN with respect to the Port of Palm Beach property.

   C. All required notices under this agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Port: Port of Palm Beach District
One East Eleventh Street, Suite 600
Riviera Beach, FL 33404
Attn: Executive Director
Facsimile: (561) 842-4240

With a copy to: John W. Gary, III, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. Highway One, Suite 402
North Palm Beach, FL 33408
Facsimile: (561) 844-2388

If to TOWN: Attn: Town Manager
360 South County Road
Palm Beach, FL 33480

With a copy to: John Randolph, Esq.
Jones & Foster
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401

D. This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Interlocal Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation or enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Interlocal Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court cost (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

E. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

F. To the extent permitted by law, the TOWN shall indemnify and hold the Port harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Interlocal Agreement. Likewise, to the extent permitted by law, the Port shall indemnify and hold the TOWN harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Port employees in the performance of this Interlocal Agreement. Nothing in this provision shall be construed as consent by the TOWN or by the Port to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

G. Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and

conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.

H. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

I. This Interlocal Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

J. Upon execution by the parties, the Port agrees to file a copy of this Interlocal Agreement with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2018.

WITNESSES:

_____

Printed Name of Witness:_____

_____

Printed Name of Witness:_____

DISTRICT:
PORT OF PALM BEACH DISTRICT

BY: _____
_____, Chairman
Date:_____, 2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PORT ATTORNEY

TOWN OF PALM BEACH

_____

BY: _____

_____, _____ (Title)

Date:_____, 2018

Printed Name of Witness:_____

_____

Printed Name of Witness:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

TOWN ATTORNEY

POPB Berth 1
Town of Palm Beach, Florida
Coastal Eco-Group, Inc.

Berth 1 Coral Relocation

DESCRIPTION	2013	Task 1 Relocate ~300 Corals - Coral Harvesting (3 Days) & Transplantation/Reattachment (2 Days), NO REPORTING Units	$
Coastal Eco-Group			
Consulting Engineer/Scientist/Technical Specialist	$132.00	24.0	$ 3,168.00
Engineer/Scientist/Technical Specialist	$105.00	60.0	$ 6,300.00
is Associate Engineer/Scientist/Technical Specialist	$84.00	136.0	$ 11,424.00
Boat Captain	$68.00	60.0	$ 4,080.00
Total Coastal Eco-Group, Inc. Labor		**280.0**	**$ 24,972.00**
Underwater Still Camera	$30.00	5.0	$ 150.00
Expendables	$25.00	5.0	$ 125.00
Dive Equipment	$25.00	15.0	$ 375.00
Trimble DGPS	$50.00	5.0	$ 250.00
SCUBA Tanks Fills	$8.00	40.0	$ 320.00
Total Coastal Eco-Group, Inc. ODC's			**$ 1,220.00**
Total Coastal Eco-Group, Inc.			**$ 26,192.00**
Boat (catamaran)	$500.00	5.0	$ 2,500.00
Coral Harvesting & Reattachment Materials (per day)	$150.00	5.0	$ 750.00
Subtotal Materials/Equipment			**$ 3,250.00**
TOTAL			**$ 29,442.00**

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FL 33410

March 29, 2018

REPLY TO ATTENTION OF

Regulatory Division
South Permits Branch
Palm Beach Gardens Permits Section
SAJ-1990-03372(NW-LCK)

Port of Palm Beach District
C/o Thomas Lundeen, P.E.
1 East 11th Street, STE 400
Riviera Beach, FL 33404

Dear Mr. Lundeen:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on January 13, 2017, the file number SAJ-1990-03372(NW-LCK). A review of the information and drawings provided indicates that the proposed work would result in the following activities; Repair and replace approximately 427 feet of steel pile bulkhead no more than one foot waterward of the existing bulkhead within Berth 1, and 2. Repair and replace a 61-foot by 4.5-foot concrete prop-wash wall by removing and installing approximately (23) 8-inch to 12-inch steel H-piles and associate concrete panels. The project site is located at Berth 1 in the Port of Palm Beach in Lake Worth Lagoon (Section 33, Township 42 South, Range 43 East), Riviera Beach, Palm Beach County, Florida

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 3. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2022**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 82, dated January 6, 2017, specifically pages 1983 to 2008, and the table of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on “Source Book”; and, then click on “Nationwide Permits.” These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions,

which apply specifically to this verification for NWP 3. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. Self-Certification Statement of Compliance: Within 60 days of completion of the work authorized, the enclosed "Self-Certification Statement of Compliance" (Attachment C) must be completed and submitted to the U.S. Army Corps of Engineers. Email the completed form to: saj-rd-enforcement@usace.army.mil or mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 4400 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida 33410.

2. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

3. Manatee Conditions: The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work - 2011" (Attachment B).

4. Sea Turtle and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, (Attachment C).

5. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized.

6. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

7. Incidents where Johnson's seagrass, or any individuals of whale, sea turtle, sturgeon, sawfish, coral, or other species listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Jacksonville District of the U.S. Army Corps of Engineers at 904-232-1177. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

8. The applicant will use "cushion blocks" to minimize potential noise impacts from the in-water construction.

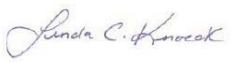
9. The applicant shall adhere to the coral relocation plan (Attachment D).

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 561-472-3531.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,



Linda C. Knoeck
Project Manager

Enclosures:
Attachment A: Self-Certification
Attachment B: manatee conditions
Attachment C: sea turtle/smalltooth condition
Attachment D: Coral Relocation Plan

GENERAL CONDITIONS
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 18, 2022**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-1990-03372(NW-LCK)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or electronic mail at saj-rd-enforcement@usace.army.mil.

_____ _____

(TRANSFEREE-SIGNATURE) **(SUBDIVISION)**

_____ _____ _____

(DATE) **(LOT)** **(BLOCK)**

_____ _____

(NAME-PRINTED) **(STREET ADDRESS)**

_____

_____

(MAILING ADDRESS)

_____

(CITY, STATE, ZIP CODE)

BERTH 1 BULKHEAD REPLACEMENT

at the Port of Palm Beach

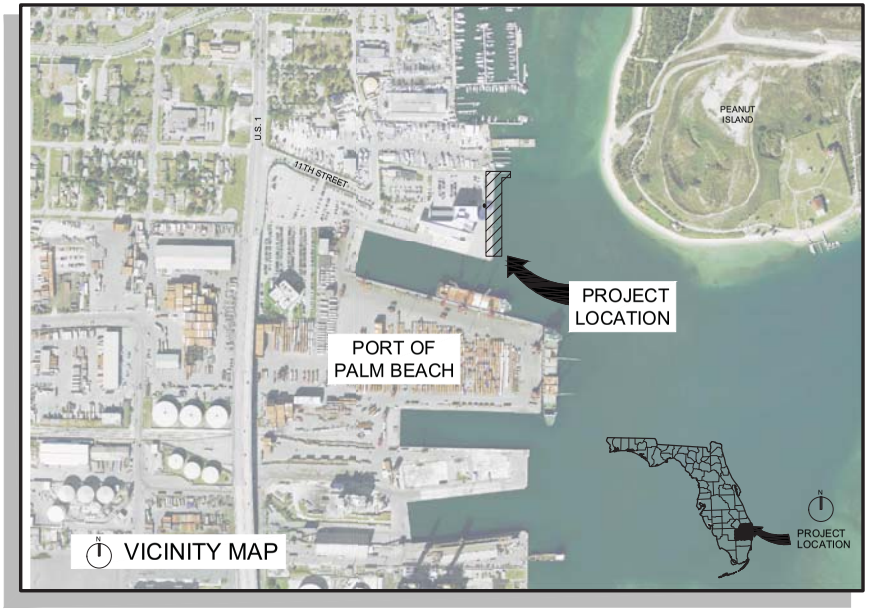
City of Riviera Beach, Florida

INDEX OF DRAWINGS

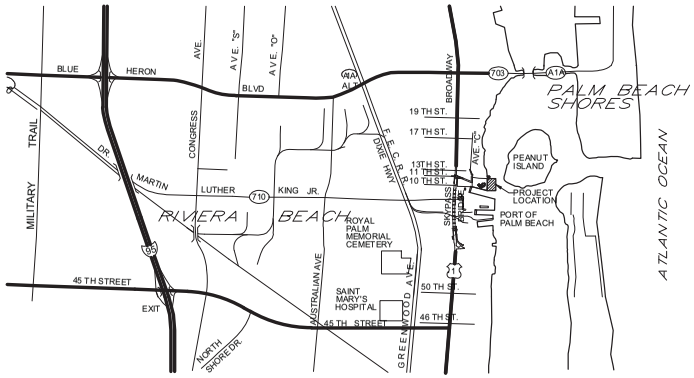
PERMIT

P-1 COVER SHEET AND INDEX OF DRAWINGS
P-2 ENLARGED PLAN PROPOSED PLAN
P-3 SECTIONS AND DETAILS
P-4 SECTIONS AND DETAILS

PERMIT SET
JULY 2017



VICINITY MAP



LOCATION MAP

NO.	DATE	REVISION	BY	APVD
DSGN	JC LONG	DR V GARSKE	CHK L CANNON	APVD J CASEY LONG

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BERTH 1 BULKHEAD REPLACEMENT
PORT OF PALM BEACH
RIVIERA BEACH, FLORIDA

ch2m:

PERMIT
BERTH 1
COVER SHEET AND INDEX OF DRAWINGS

AS SHOWN	
VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"	
DATE	DEC 2015
PROJ	
DWG	P-1
SHEET	1 of 4

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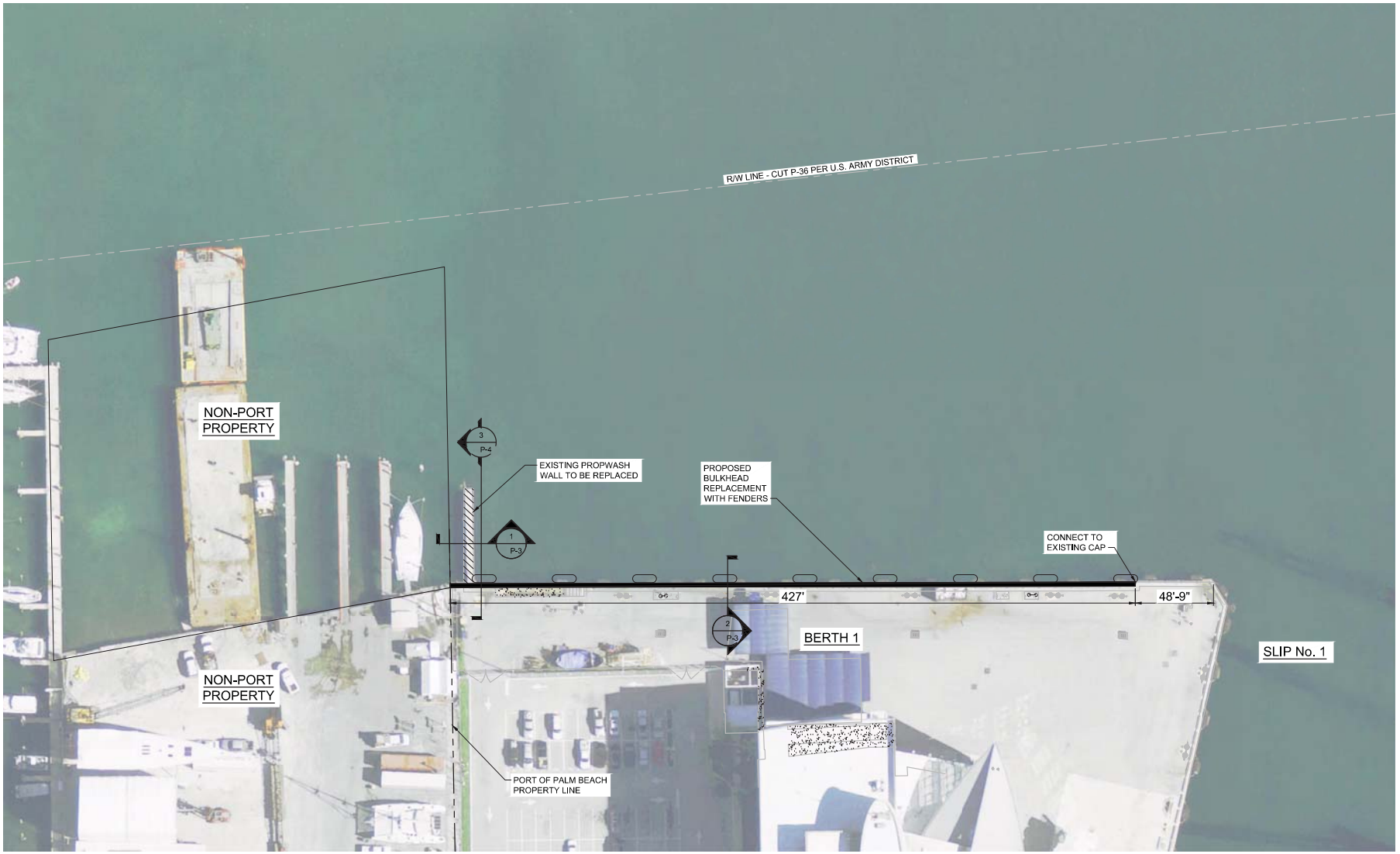

ENLARGED PROPOSED PLAN

1" = 30'-0"

0 30 60 90

1"=30'

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BERTH 1 BULKHEAD REPLACEMENT
PORT OF PALM BEACH
RIVIERA BEACH, FLORIDA

PERMIT

BERTH 1
ENLARGED
PROPOSED PLAN

NO.	DATE	REVISION	BY	APVD
1	06/03/2016	REVISE NORTH DREDGE LIMITS	SG	JCL

DSGN JC LONG | DR V GARSKE | CHK L CANNON | APVD J CASEY LONG

AS SHOWN
VERIFY SCALE
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0 1"

DATE DEC 2016
PROJ 654162
DWG P-2
SHEET 2 of 4

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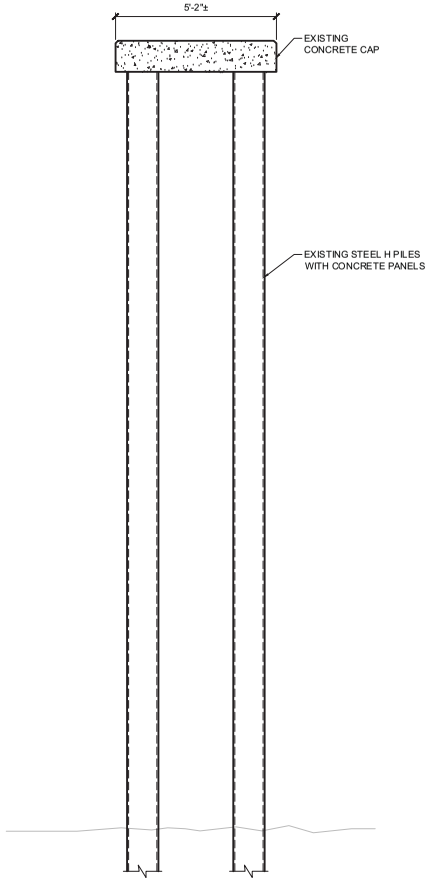
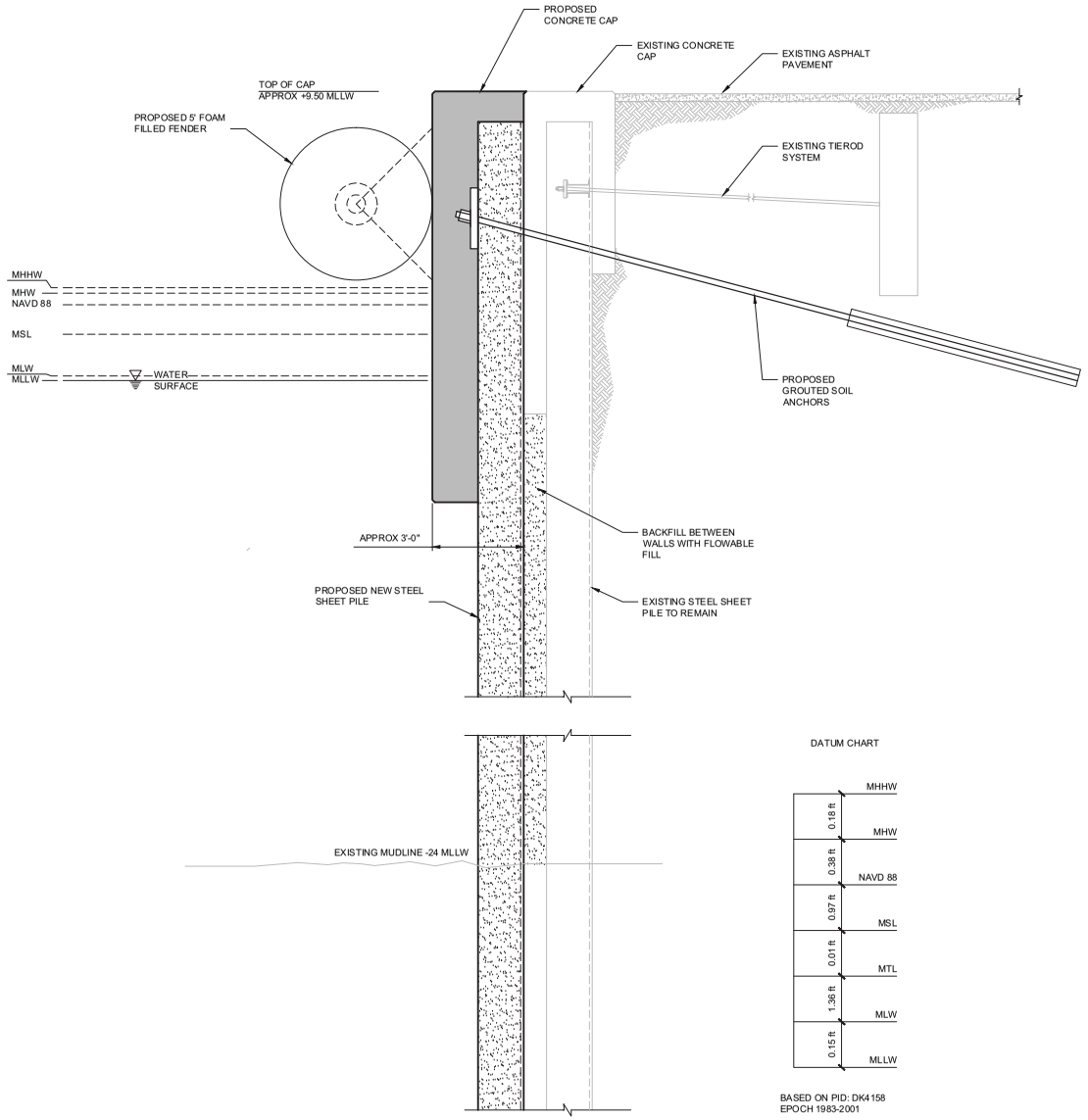


1 EXISTING PROPWASH WALL TO BE REPLACED
NTS



2 SECTION AT PROPOSED BULKHEAD
NTS

NO.	DATE	REVISION	DR	CHK	BY
DSGN	JC LONG		V GARSKE	L CANNON	J CASEY LONG
				APVD	APVD

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BERTH 1 BULKHEAD REPLACEMENT
PORT OF PALM BEACH
RIVIERA BEACH, FLORIDA

PERMIT

BERTH 1
SECTIONS AND DETAILS

AS SHOWN
VERIFY SCALE
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0 1"

DATE	DEC 2015
PROJ	654162
DWG	P-3
SHEET	3 of 4

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3 EXISTING PROPWASH WALL TO BE REPLACED
NTS

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NO.	DATE	REVISION	BY	APVD

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BERTH 1 BULKHEAD REPLACEMENT
PORT OF PALM BEACH
RIVIERA BEACH, FLORIDA

PERMIT

BERTH 1
SECTIONS AND DETAILS

AS SHOWN
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

DATE DEC 2015
PROJ 654162
DWG P-4
SHEET 4 of 4

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Port of Palm Beach Berth 1
DRAFT Coral Relocation Work and Monitoring Plan

Coral relocation is required by the State and Federal regulatory and resource protection agencies as a component of the avoidance/minimization measures for the project. The Port of Palm Beach will avoid impacts to stony corals during replacement of the bulkhead at Berth 1 by relocation of healthy stony corals greater than 10 centimeters (cm) in diameter. Potential receiver sites include the Town of Palm Beach 0.8-acre mitigation reef, which serves as the Town's nearshore coral nursery, or to an alternative artificial reef receiver site in Lake Worth Lagoon.

Table 1 shows the total number of stony coral colonies counted at the 25 transects along the Berth 1 wall during the survey on March 22, 2017. The total number of corals by species and size class was then estimated for the entire seawall using mean transect depth (7.9 m) and total length of the seawall (141.7 m) to calculate surface area (1,119 m^2), then multiplying by colony density from the 25 transects (survey area of 197 m^2). Based on these estimates of survey area and coral density, there are approximately 313 colonies ≥10 cm in diameter along the entire seawall; 273 are *Oculina robusta* and 23 are *Madracis decactis* (**Table 1**). The majority of colonies were observed in water depths of less than 5 m.

Based on transect densities, there are potentially 443 colonies between 6 and 10 cm in size along the entire seawall; 415 are *O. robusta* and 17 are *M. decants*. Thirty-six (36) colonies less than 5 cm in diameter were counted along the 25 transects: 35 *O. robusta* and 1 *Clacker arbuscular*. Based on these densities, there are approximately 205 colonies less than 5 cm in diameter.

Corals colonies ≥ 10 cm in diameter will be relocated for impact avoidance. Histological analyses of *Oculina* spp. and *M. didactic* from the Slip 3 walls at the Port of Palm Beach have shown that small colonies of these species are reproductive, suggesting the possibility of release of gametes at a very small size. Therefore, corals less than 10 cm in diameter will be available to the Town of Palm Beach coral nursery mitigation program.

Table 1. Number of colonies and species density within each size class during March 22, 2017 survey (25 transects combined) and potential number of colonies estimated for the entire seawall based on transect density and area (length x mean transect depth)

Species	Count of Colony Size Class			Potential # of Colonies		
	<5 cm	6 - 10 cm	> 10cm	<5 cm	6 - 10 cm	> 10cm
Madracis decactis	0	3	4	0	17	23
Cladocora arbuscula	1	0	0	6	0	0
Oculina robusta	35	73	48	199	415	273
Phyllangia americana	0	2	3	0	11	17
Total Coral Density	36	78	55	205	443	313

Description of Tasks

1. Coral Relocation- locating and collecting coral colonies

A team of 4 scientists will harvest the coral colonies for relocation. Prior to removal, colonies will be identified, measured (diameter), and condition (percent mortality and bleaching) will be recorded. Each diver will carry a basket separated into 2 bins, separating fragments of encrusting corals from corals greater than 10 cm. Removed colonies will be dislodged gently from the substrate surface using hammers and chisels. Extreme care will be taken to minimize impact to the colonies. Every effort will be made to remove colonies from the substrate without fragmentation. However, it is inevitable that some colonies (especially colonies with flat growth forms) will fragment during removal from the substrate. If a colony fragments, viable fragments greater than 3 cm will be relocated and reattached.

Care will be taken to minimize impact to the colonies while in the baskets. Colonies will not be layered within the baskets.

2. Transporting the collected colonies

Colony collection and transplantation to the receiver site is expected to occur on the same day. The colonies will be wrapped in bubble wrap packing material and kept on the vessel in coolers. The bubble wrap protects the colonies from abrasion from contact with other colonies and the sides of the coolers. The coolers will keep the colonies cool, damp, and out of the sun. The colonies will be in the coolers out of the water for only several hours. The plan is not to cache colonies; however, if weather and sea state become such that transplantation cannot immediately follow collection on the same day, corals will be cached in weighted bins overnight in a secure location, away from vessel traffic/disturbance, at the south end of the Port. The bins will be covered with plastic mesh to retain corals while allowing for adequate water exchange. Corals will be transported offshore on the day following harvest (maximum cache time of 24 hours).

3. Coral Transplantation

All corals will be transplanted onto the Town of Palm Beach 0.8-acre mitigation artificial reef, which also serves as the nearshore coral nursery for the Town of Palm Beach and receiver site for the Slip 3 and Berth 17 corals (**Figure 1**). Coral colonies and fragments of colonies greater than 3 cm in diameter will be reattached to the limestone boulders using All Fix two-part epoxy putty. The artificial reef surface and the underside of coral colonies shall be prepared for re-attachment by removing all turf, sediment, and debris with wire brushes. Coral colonies and fragments will be attached in groups of 6 to 8 colonies, dependent upon boulder morphology, avoiding colonies of *Cliona* spp., and maintaining at least 25 cm distance from existing corals. Transplant groups will be marked with permanent tags for identification during future monitoring events.

4. Colony monitoring

Baseline monitoring of the transplanted colonies will be performed on all colonies immediately post-transplantation. Each of the monitored colonies will be identified to species, checked for successful attachment, measured (maximum colony diameter) and

condition recorded (percent bleaching, percent old and recent mortality, and presence of disease and predation).

To documenting the success of the transplantation process, 50% of the transplanted stony corals colonies will be monitored during the post-transplant surveys. Individual colonies will not be tagged. Boulders will be tagged, and all colonies on the tagged boulders will be monitored. The number of boulders included in the effort will be sufficient to include the monitoring requirements stated above.

Within 30 days of completion of transplantation activities, a Time Zero Monitoring Report shall be prepared which documents the method of reattachment, total number of transplanted stony corals, and number of transplanted colonies of each species. At the time of reattachment, maximum diameter (longest colony axis) will be recorded and a brief visual assessment of coral health will be conducted. The transplanted corals shall be described as visually healthy, bleached/partially bleached, visual indications of sedimentation stress (i.e. excessive mucous production, polyp expansion), and percent tissue mortality. Colonies that are fragmented during harvesting will be noted, and the number of reattached fragments will be recorded. Diseased corals and colonies infested with the boring sponge, *Cliona* spp., shall not be transplanted. Representative still photographs of the reattached corals shall be taken to document the visual assessment of colony health

Additional monitoring events will occur at 6 months, 1-year, 2-years, and 3-years post-transplantation. The same monitoring procedures will be used during each event. After each monitoring event, the status of each tagged colony and change in status from previous events will be discussed. Annual reports of survivorship will be submitted to the FDEP and USACE which provide the survival and tissue mortality data in tabular and graphic presentations.

The reproductive potential of the transplants will be assessed in conjunction with the Town's coral nursery monitoring to demonstrate that the transplants are fecund and contributing to coral recruitment, thereby assuring no net loss of coral resources. Tissue samples will be taken from a subset of stony corals that have been in the nursery for a minimum of two years. Samples will be distributed between stony coral species based on abundance in the nursery (i.e. species in high abundance will be sampled more heavily). Sample collection will be timed to coincide with gamete production based on available information regarding spawning time for each species. For each species sampled, the oocyte development stage and number of oocytes per polyp or mesentery will be determined.

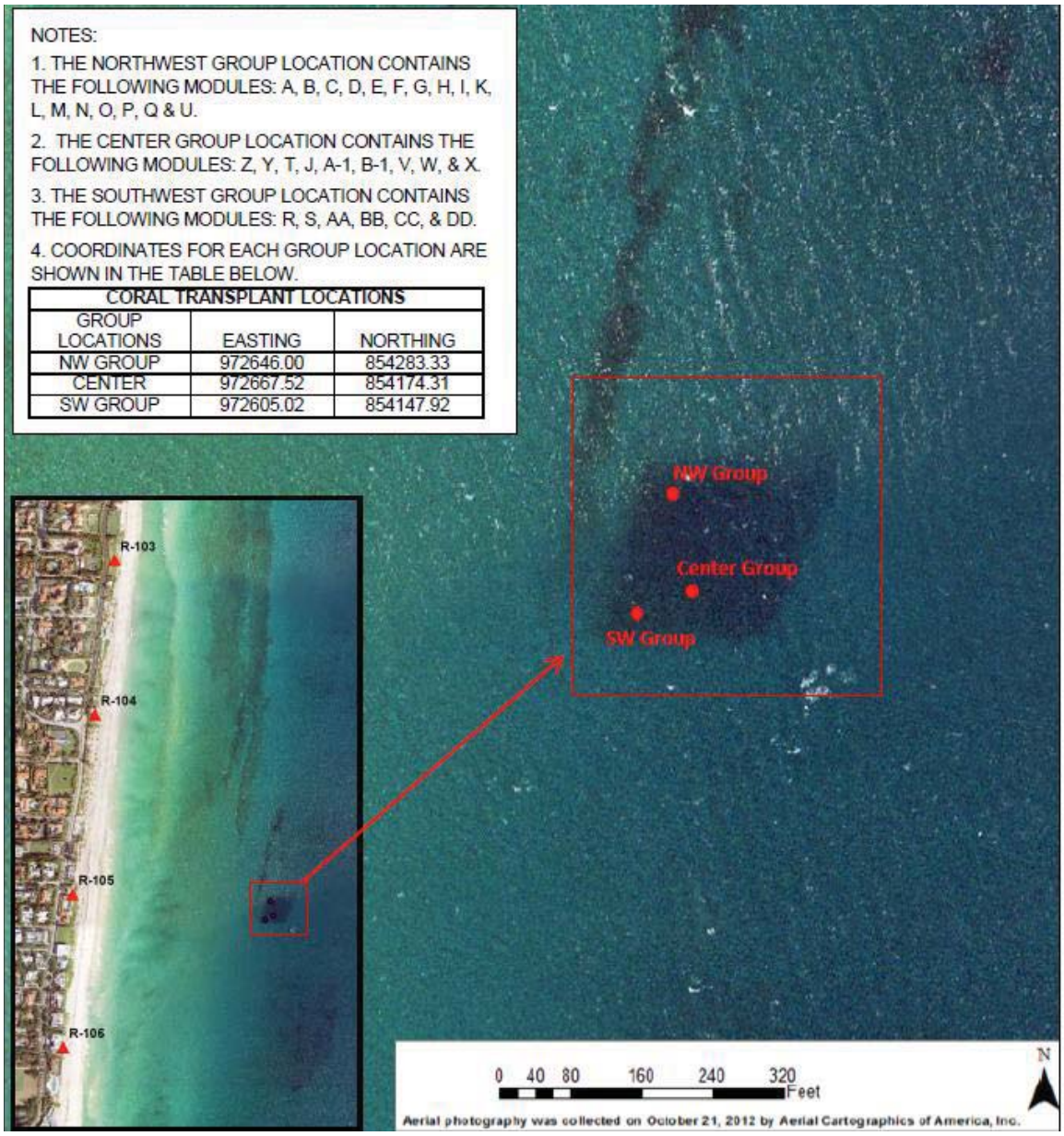

Figure 1. Location of Town's 0.8-acre nearshore coral nursery receiver site and transplant module groups from the Port of Palm Beach Slip 3 Project (Source: Time Zero Coral Transplant Monitoring Report, Slip 3, Letter Dated January 4, 2014, Tetra Tech Inc. and Coastal Eco-Group).

Port of Palm Beach
Berth 1 Stony Coral Survey Report

Submittal Date: April 2017





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Coastal Eco-Group Inc.

This report provides the results of the stony coral survey of the seawall at Berth 1 at the Port of Palm Beach (POPB) conducted on March 22, 2017.

The CEG field team consisted of three scientific SCUBA divers/marine scientists proficient in stony coral identification, and one marine scientist on land to identify the vertical transect locations along the top of the seawall and direct the divers to each transect location. Twenty-seven transects were established in 5-m intervals in ArcGIS 10.5. The transects were located in the field with a handheld Trimble Geo 7X Differential GPS (DGPS) with decimeter accuracy. The Rybovich floating dry dock is currently moored in Berth 1 and occupies more than half of the length of the seawall. The dry dock was moved from one end of the wall to the other end during the survey to provide divers with safe, unimpeded access to the seawall. However, the dry dock blocked access to Transects 15 and 16 at both locations; therefore, these transects were not surveyed. DGPS coordinates were collected at the 25 transects at the time of the survey (**Figure 1)**.

Transect lengths ranged between 23.0 ft. (7.0 m) and 31.0 ft. (9.4 m) and were 1 m in width for a total survey area of 646 sq. ft. (197 sq. m). Divers carried a meter stick to reference the 1.0-m transect width and surveyed the length of the wall to the seafloor.

The following data were collected for all stony coral colonies ≥ 3 cm in diameter within 0.5 m on either side of the transect line (1-m wide belt):

- Species including a note if the species is listed as threatened under the Endangered Species Act.
- Colony diameter (longest axis);
- Overall health (i.e., presence of disease or bleaching)
- Percent live tissue; and
- General description of colony location along the wall transect and depth.

All stony coral colonies were documented with still digital photography (**Appendix I**). Divers also noted the presence of long-spined urchins (*Diadema antillarum*) along each transect.

RESULTS

A total of 169 stony coral colonies representing 4 species were recorded along the 25 vertical transects (**Table 1**). There were no federally listed species observed during the survey. *Oculina robusta* was the most common species (n=156), followed by *Madracis decactis* (n=7). *Oculina* colonies were identified as *O. robusta* based on their encrusting morphology and widely spaced corallites; however, some of these colonies may be *O. diffusa.* Overall average colony size was 8.7 ±0.4 cm (mean ±SE); colonies ranged in size from 3 cm to 38 cm (*O. robusta*, Transect 26). The majority of colonies were in the 6 cm to 9 cm size class (**Table 2**). Colonies of *M. decactis* and *Phyllangia americana* less than 5 cm in diameter were not observed. **Table 3** presents the number of colonies and density of each species at each transect.

Colonies occur at depths ranging from 1.0 ft. (0.3 m) to 29.0 ft. (8.8 m) with an average depth of 7.0 ft. ±0.4 (2.1 m ±0.1). The majority of colonies were observed in less than 15 ft. (**Table 4**). Bleaching was observed in 74% of colonies; 25% were 100% bleached at the time of the survey, and 42% experienced greater than 50% bleaching. Most of the bleaching was observed in *Oculina* colonies; 79% of *Oculina* colonies in less than 5 ft. of water were bleached. *Oculina* is a facultative zooxanthellate coral, meaning that it can exist as a healthy colony without zooxanthellae. In the Port environment, thermally-stressed *Oculina* colonies in the top 5 ft. of the water column can survive on heterotrophy.

Average colony mortality was higher in shallower water depths. Partial mortality was recorded in 92 colonies (54%). Percent mortality ranged from 2% to 92%. Thirteen colonies had greater than 50% mortality. Only four colonies had greater than 75% mortality; all four colonies were *O. robusta* less than 10 cm in diameter and located in less than 10 ft. Most of the colonies located in less than 5 ft. water depth were located under the beam of the seawall or under the large floating fenders and were subject to high wave action, low light, and exposure to air during low tide.

Large boulders with attached coral colonies were observed on the seafloor at Transect 1. *Diadema antillarum* were observed at 8 of the 25 transects (**Table 5**). The number of individuals was generally low, 1-4 urchins; however, over 30 juvenile long-spined urchins were observed at Transect 2.

Orange cup coral (*Tubastraea coccinea*) was observed on the bottom of large floating buoys which line the top of the seawall (**Photo 24**). *Tubastraea coccinea* is an azooxanthellate coral indigenous to the Indo-Pacific. Ship hulls are the likely vector of introduction to the western Atlantic Ocean (Cairns, 2000).

The total number of corals by species and size class was estimated for the entire seawall at Berth 1 using mean transect depth (7.9 m) and total length of the seawall (141.7 m) to calculate surface area (1,119 m^2), then multiplying by colony density from the 25 transects (survey area of 197 m^2) (**Table 6**). Based on these estimates of survey area and coral density, there are 313 colonies ≥10 cm in diameter along the entire seawall; 273 are *O. robusta* and 23 are *M. decactis*. There are 352 colonies between 6 and 9 cm in size; 324 of these are *O. robusta* and 17 are *M. decactis*. Based on the survey data, there are no colonies of *Cladocora arbuscular* greater than 5 cm, and 28 colonies of *P. americana* greater than 5 cm in diameter.

Port of Palm Beach Berth 1 Stony Coral Survey
Vertical Seawall Transect Location Map

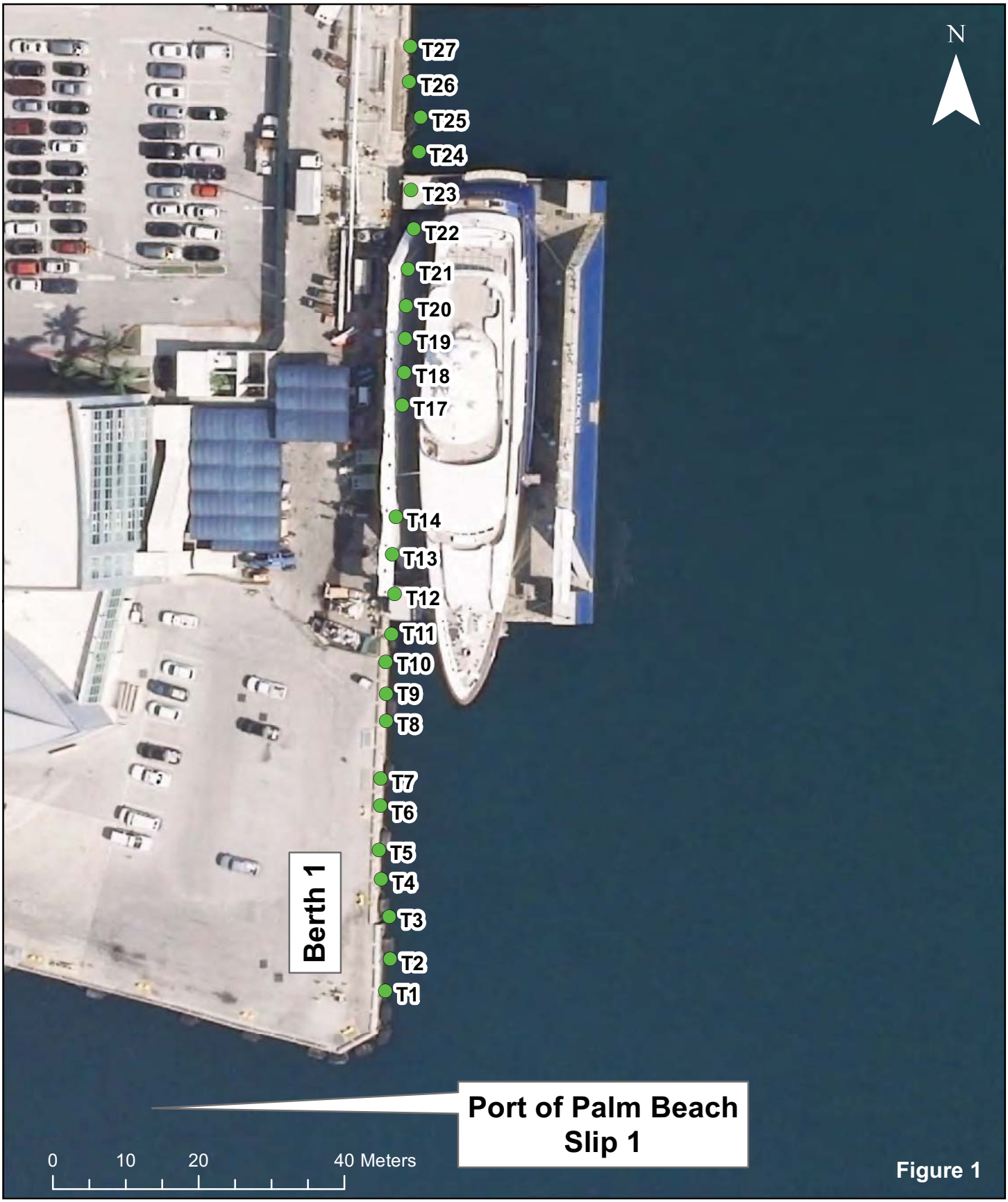


Figure 1

Table 1. Species, size, and location of stony coral colonies at transects on the Berth 1 seawall.

Transect	Depth of Transect (ft)	Depth of Transect (m)	Species	Number of Colonies	Density (colonies/m^2)	Size Range (cm)		Average Size (cm ±SE)	Depth Range of Species (ft)	
						Min	Max		Min	Max
1	31	9.4	*Madracis decactis*	1	0.11	7	7	7.0	22	22
			Oculina robusta	8	0.85	4	21	11.5 ±2.1	4	16
2	26	7.9	*Oculina robusta*	4	0.50	4	11	8.5 ±1.6	8	25
3	25	7.6	*Oculina robusta*	10	1.31	4	11	6.9 ±0.9	6	20
			Phyllangia americana	1	0.13	10	10	10.0	6	6
4	26	7.9	*Oculina robusta*	6	0.76	3	7	5.7 ±0.6	4	23
5	25	7.6	*Oculina robusta*	2	0.26	12	18	15.0 ±3.0	4	5
6	25	7.6	*Oculina robusta*	2	0.26	13	17	15.0 ±2.0	4	6
7	25	7.6	*Madracis decactis*	1	0.13	9	9	9.0	14	14
			Oculina robusta	6	0.79	3	10	6.8 ±1.1	4	10
8	25	7.6	*Oculina robusta*	4	0.52	4	10	7.0 ±1.2	5	9
9	24	7.3	*Oculina robusta*	8	1.09	3	10	6.9 ±0.9	6	14
			Phyllangia americana	1	0.14	7	7	7.0	4	4
10	24	7.3	*Cladocora arbuscula*	1	0.14	4	4	4.0	5	5
			Oculina robusta	6	0.82	4	15	8.7 ±1.6	4	17
			Phyllangia americana	1	0.14	10	10	10.0	4	4
11	23	7.0	*Oculina robusta*	7	1.00	3	11	6.3 ±1.0	3	6
12	23	7.0	*Oculina robusta*	3	0.43	5	7	6.3 ±0.7	5	7
			Phyllangia americana	1	0.14	9	9	9.0	5	5
13	25	7.6	*Oculina robusta*	15	1.97	3	14	6.8 ±0.9	3	15
14	25	7.6	*Oculina robusta*	10	1.31	3	20	9.1 ±2.0	3	13
17	24	7.3	*Oculina robusta*	5	0.68	5	18	10.4 ±2.6	2	14
18	25	7.6	*Oculina robusta*	6	0.79	3	17	7.5 ±2.2	3	10
19	25	7.6	*Oculina robusta*	5	0.66	3	10	7.4 ±1.2	3	7
20	25	7.6	*Oculina robusta*	3	0.39	6	15	11.0 ±2.6	1	3
21	28	8.5	*Oculina robusta*	2	0.23	3	22	12.5 ±9.5	1	1
22	28	8.5	*Oculina robusta*	4	0.47	3	7	5.0 ±0.9	4	17
23	28	8.5	*Madracis decactis*	2	0.23	17	35	26.0 ±9.0	27	29
			Oculina robusta	3	0.35	5	18	10.7 ±3.8	2	14
24	29	8.8	*Oculina robusta*	6	0.68	4	16	7.7 ±1.8	1	3
25	31	9.4	*Madracis decactis*	1	0.11	6	6	6.0	6	6
			Oculina robusta	9	0.95	3	15	8.8 ±1.5	2	12
26	25	7.6	*Oculina robusta*	6	0.79	8	38	16.8 ±4.8	3	15
27	26	7.9	*Madracis decactis*	2	0.25	12	21	16.5 ±4.5	21	21
			Oculina robusta	16	2.02	4	17	7.4 ±0.9	2	12
			Phyllangia americana	1	0.13	20	20	20.0	2	2

Note: Transects 15 and 16 could not be surveyed because the dry dock prevented access to this area.

Table 2. Number of colonies and species density within each size class (all transects combined).

Species	Count of Colony Size Class			Colony Size Class Density		
	3 - 5 cm	6 - 9 cm	≥ 10cm	3 - 5 cm	6 - 9 cm	≥ 10cm
Cladocora arbuscula	1	0	0	0.01	0.00	0.00
Madracis decactis	0	3	4	0.00	0.02	0.02
Oculina robusta	51	57	48	0.26	0.29	0.24
Phyllangia americana	0	2	3	0.00	0.01	0.02
Total Coral Density	52	62	55	0.26	0.31	0.28

Table 3. Number of colonies and species density within each size class at transects along the Berth 1 seawall.

Transect	Species	Count of Colony Size Class			Colony Size Class Density		
		3 - 5 cm	6 - 9 cm	≥ 10cm	3 - 5 cm	6 - 9 cm	≥ 10cm
1	*Madracis decactis*	0	1	0	0.00	0.11	0.00
	Oculina robusta	2	1	5	0.21	0.11	0.53
2	*Oculina robusta*	1	1	2	0.13	0.13	0.25
3	*Oculina robusta*	4	3	3	0.52	0.39	0.39
	Phyllangia americana	0	0	1	0.00	0.00	0.13
4	*Oculina robusta*	2	4	0	0.25	0.50	0.00
5	*Oculina robusta*	0	0	2	0.00	0.00	0.26
6	*Oculina robusta*	0	0	2	0.00	0.00	0.26
7	*Madracis decactis*	0	1	0	0.00	0.13	0.00
	Oculina robusta	2	2	2	0.26	0.26	0.26
8	*Oculina robusta*	1	2	1	0.13	0.26	0.13
9	*Oculina robusta*	3	4	1	0.41	0.55	0.14
	Phyllangia americana	0	1	0	0.00	0.14	0.00
10	*Cladocora arbuscula*	1	0	0	0.14	0.00	0.00
	Oculina robusta	1	3	2	0.14	0.41	0.27
	Phyllangia americana	0	0	1	0.00	0.00	0.14
11	*Oculina robusta*	3	3	1	0.43	0.43	0.14
12	*Oculina robusta*	1	2	0	0.14	0.29	0.00
	Phyllangia americana	0	1	0	0.00	0.14	0.00
13	*Oculina robusta*	6	7	2	0.79	0.92	0.26
14	*Oculina robusta*	5	1	4	0.66	0.13	0.52
17	*Oculina robusta*	1	2	2	0.14	0.27	0.27
18	*Oculina robusta*	4	0	2	0.52	0.00	0.26
19	*Oculina robusta*	1	3	1	0.13	0.39	0.13
20	*Oculina robusta*	0	1	2	0.00	0.13	0.26
21	*Oculina robusta*	1	0	1	0.12	0.00	0.12
22	*Oculina robusta*	2	2	0	0.23	0.23	0.00
23	*Madracis decactis*	0	0	2	0.00	0.00	0.23
	Oculina robusta	1	1	1	0.12	0.12	0.12
24	*Oculina robusta*	3	2	1	0.34	0.23	0.11
25	*Madracis decactis*	0	1	0	0.00	0.11	0.00
	Oculina robusta	2	3	4	0.21	0.32	0.42
26	*Oculina robusta*	0	3	3	0.00	0.39	0.39
27	*Madracis decactis*	0	0	2	0.00	0.00	0.25
	Oculina robusta	5	7	4	0.63	0.88	0.50
	Phyllangia americana	0	0	1	0.00	0.00	0.13

Table 4. Number of colonies, average percent bleaching and mortality for each species recorded on the Berth 1 seawall.

Species	Number of Colonies by Depth			Bleaching (%)			Mortality (%)		
	< 5 ft	5 - 15 ft	> 15 ft	< 5 ft	5 - 15 ft	> 15 ft	< 5 ft	5 - 15 ft	> 15 ft
Madracis decactis	0	2	5		1.0% ±1.0	36.0% ±22.0		2.5% ±2.5	20.0% ±12.2
Cladocora arbuscula	0	1	0		20.0%			25.00%	
Oculina robusta	68	78	10	79.4% ±3.9	25.8% ±4.0	11.0% ±9.9	24.3% ±3.1	11.9% ±2.4	1.0% ±1.0
Phyllangia americana	3	2	0	1.7% ± 1.7	0.0%		0.0%	2.0% ±2.0	
Total	71	83	15	76.1% ±4.2	24.5% ±3.8	19.3% ±9.9	23.3% ±3.0	11.6% ±2.2	7.3% ±4.5

Table 5. Number of *Diadema antillarum* at eight transects where present during survey.

Transect	No. of Individuals
2	>30 (juv)
3	2
4	1
10	2
11	4
14	2
22	3
25	2

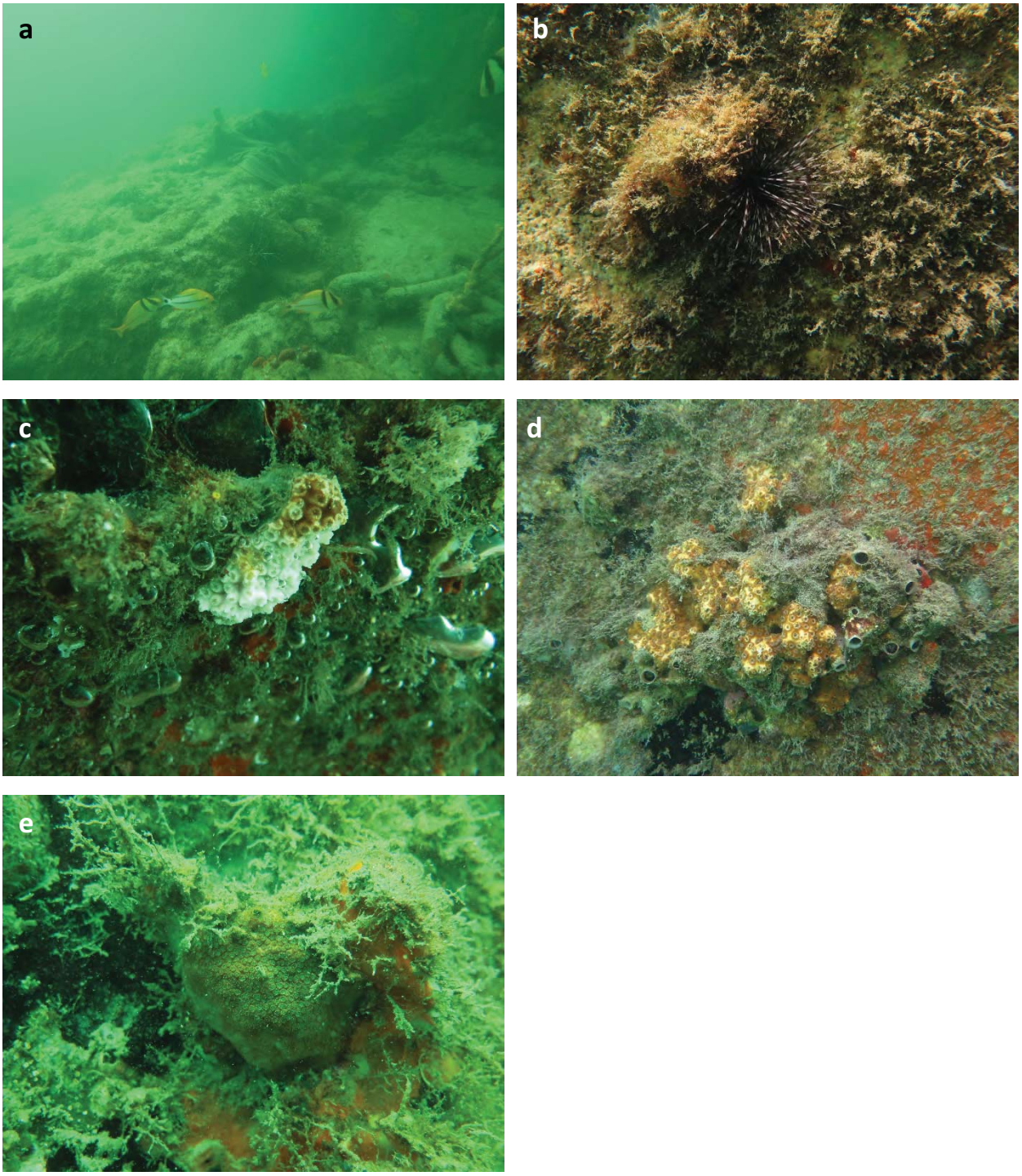
Table 6. Number of colonies by species and size class observed estimated for the entire length of seawall at Berth 1 based on transect density calculated from transects and area of seawall (length x mean transect depth).

Species	Count of Colony Size Class			Potential # of Colonies		
	<5 cm	6 - 9 cm	≥ 10cm	<5 cm	6 - 9 cm	≥ 10cm
Cladocora arbuscula	1	0	0	6	0	0
Madracis decactis	0	3	4	0	17	23
Oculina robusta	51	57	48	290	324	273
Phyllangia americana	0	2	3	0	11	17
Total Coral Density	52	62	55	296	352	313

APPENDIX I

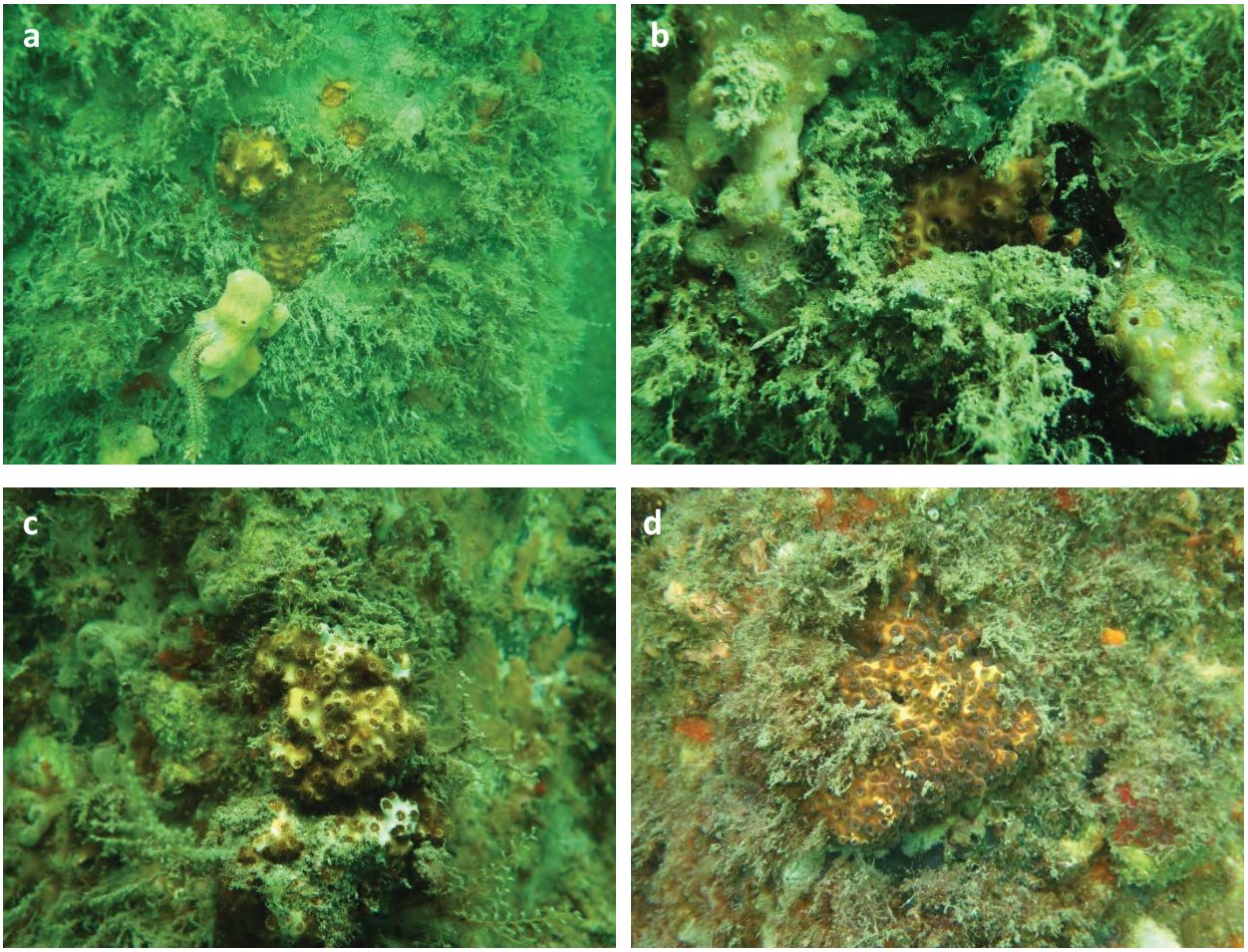
REPRESENTATIVE PHOTOS

Transect 1



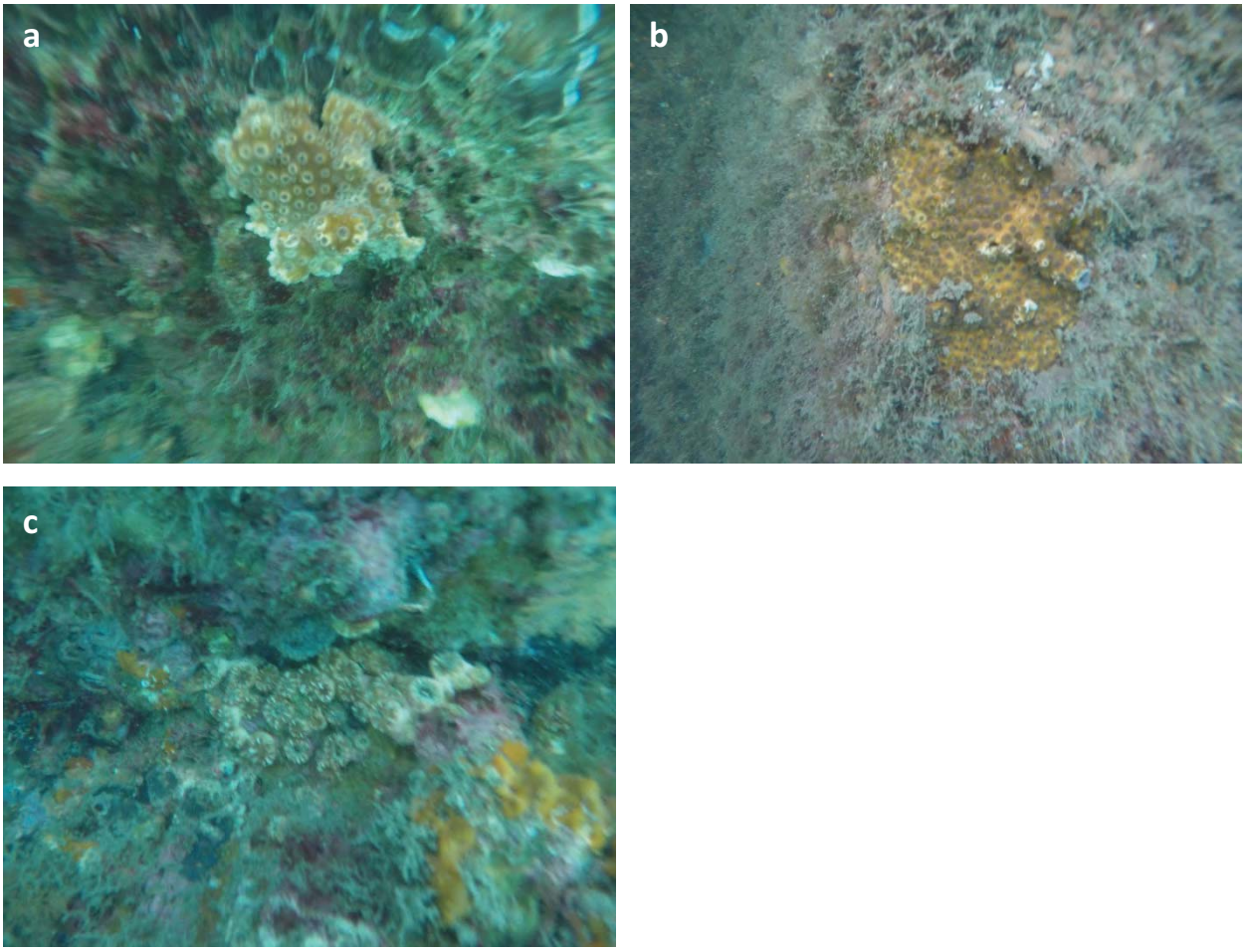
(a) Large rubble with attached stony corals on seafloor; (b) Juvenile *D. antillarum*; (c) Bleached *O. robusta* colony under beam (d) Healthy *O. robusta* colony; and (e) Healthy *M. decactis* colony at Transect 1

Transect 2



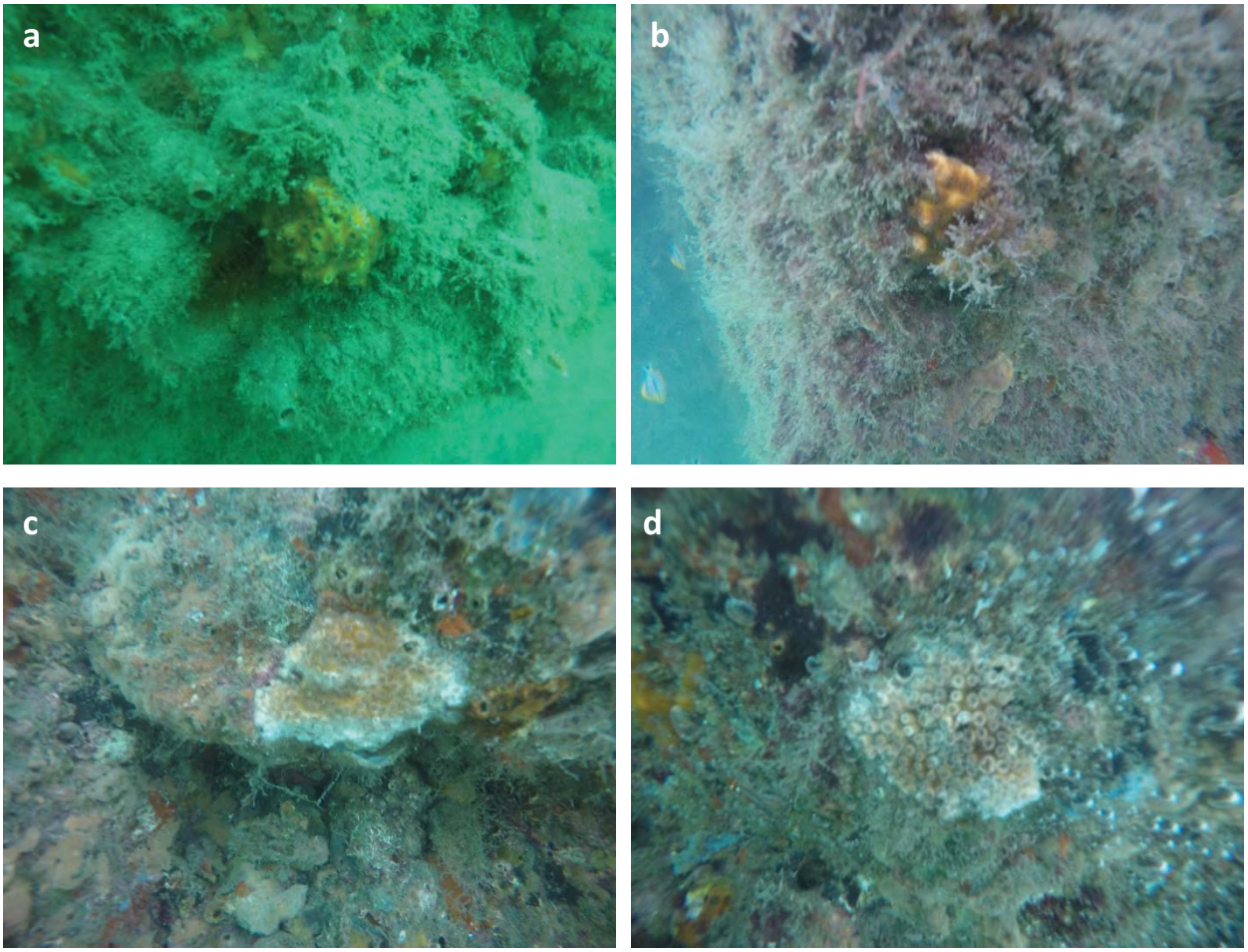
(a-d) *Oculina robusta* colonies on seawall at Transect 2 with partial bleaching; and (c) and partial old mortality (c & d)

Transect 3



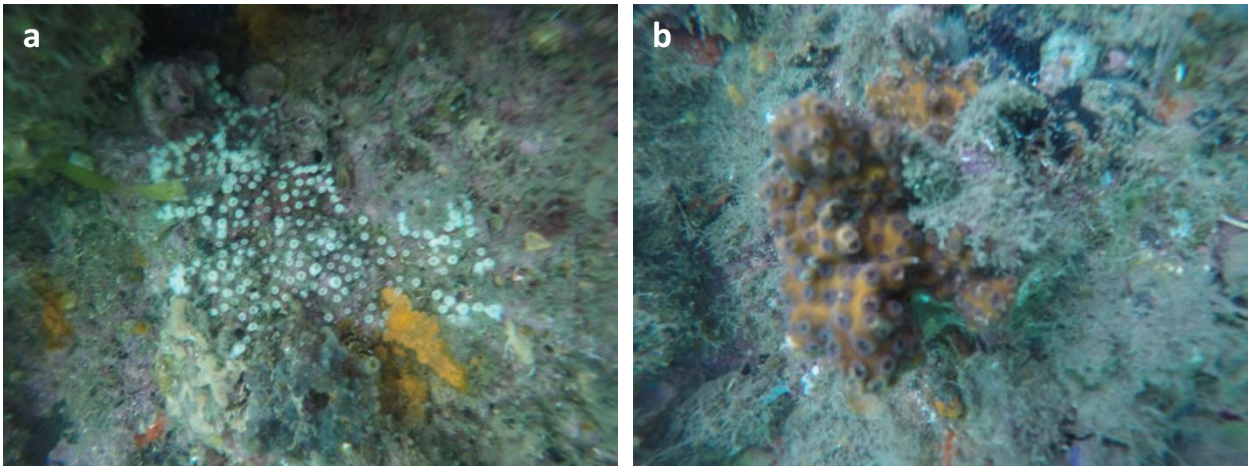
(a) Partially bleached *O. robusta* colony under beam; (b Healthy *O. robusta* colony; and (c) Healthy *Phyllangia americana* colony at Transect 3

Transect 4



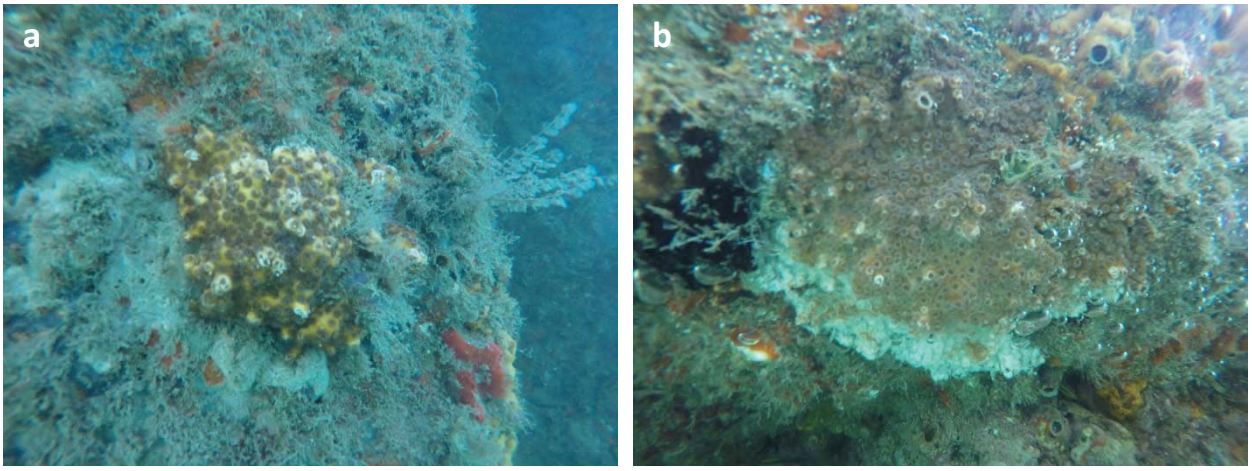
(a) Healthy *O. robusta* colony; (b) *O. rubusta* colony with slight bleaching; and (c-d) Colonies of *O. robusta* with ≥ 50% bleached tissue at Transect 4

Transect 5



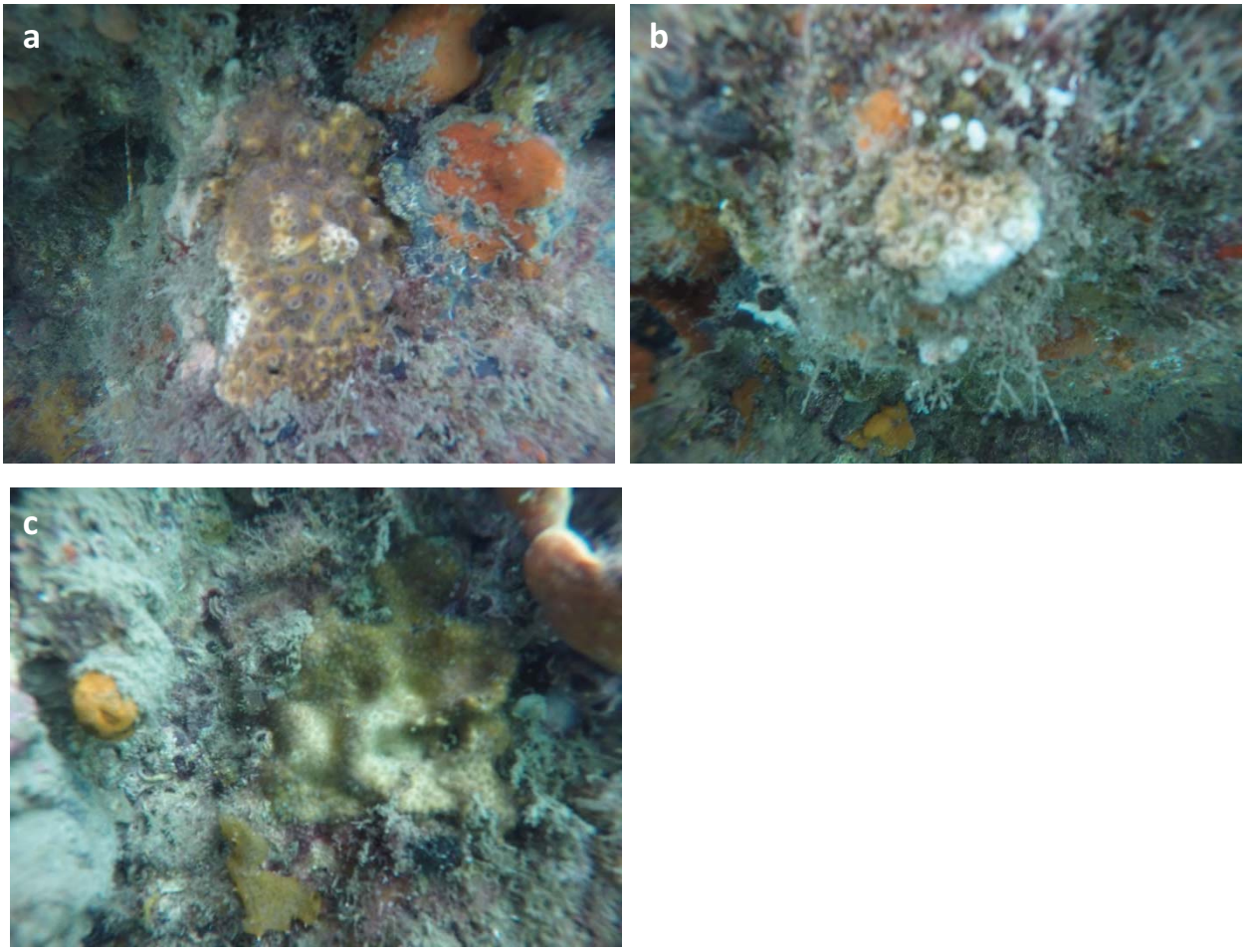
(a) Mostly bleached *O. robusta* colony with old mortality; and (b) *O. robusta* colony with old mortality at Transect 5

Transect 6



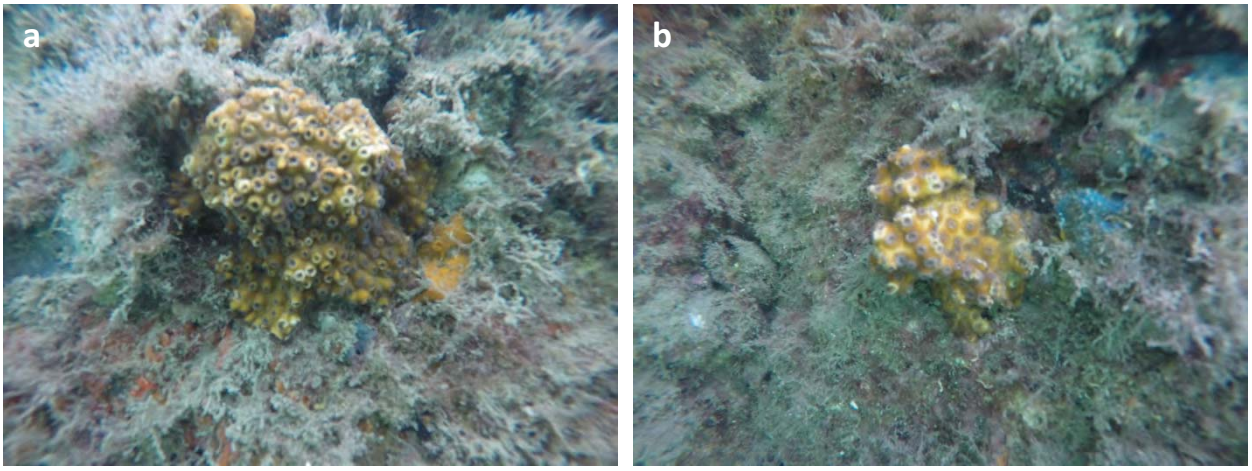
(a) Healthy *O. robusta* colony with old mortality; and (b) Partially bleached *O. robusta* colony

Transect 7



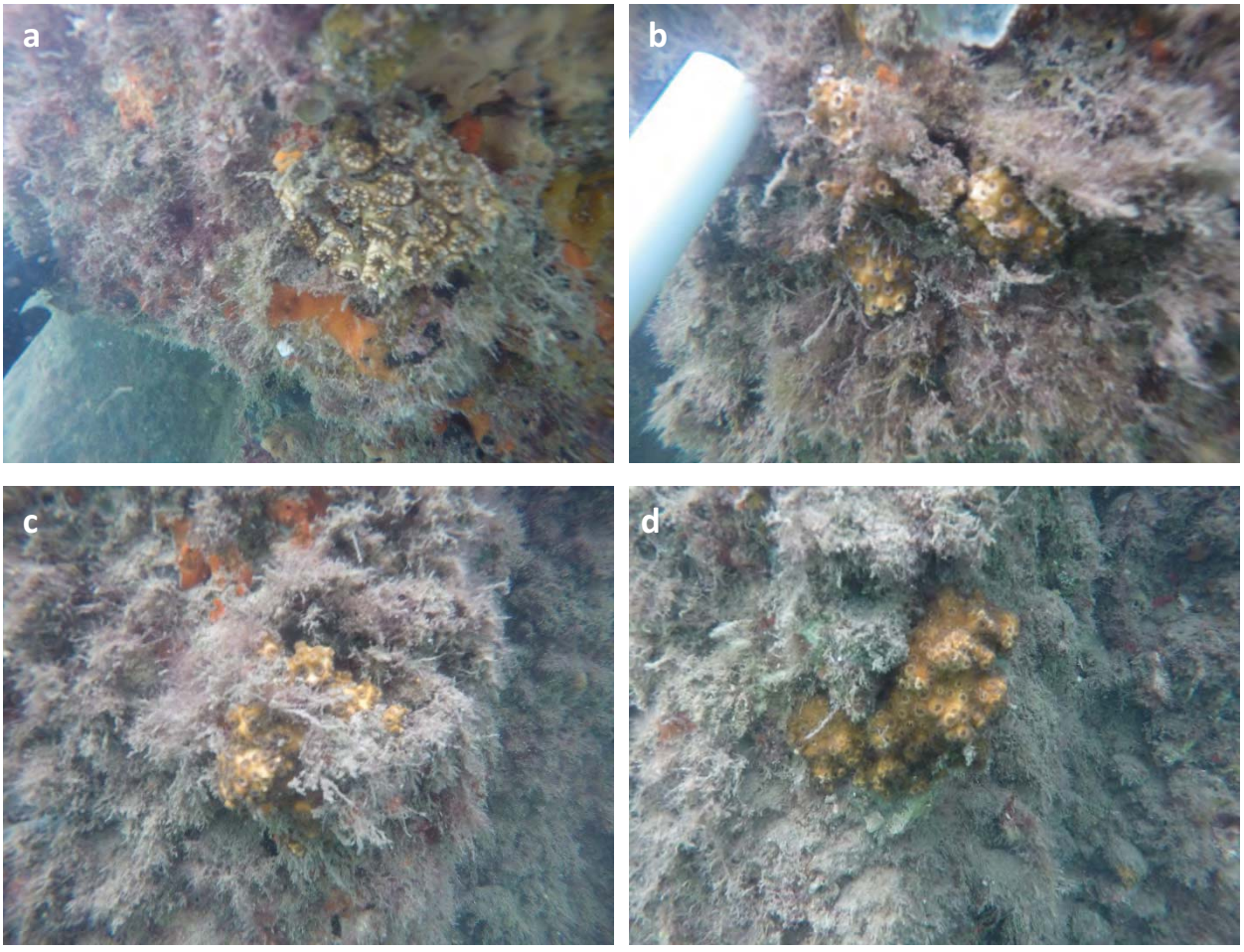
(a-b) Partially bleached *O. robusta* colonies; and (c) Healthy *M. decactis* colony on Transect 7

Transect 8



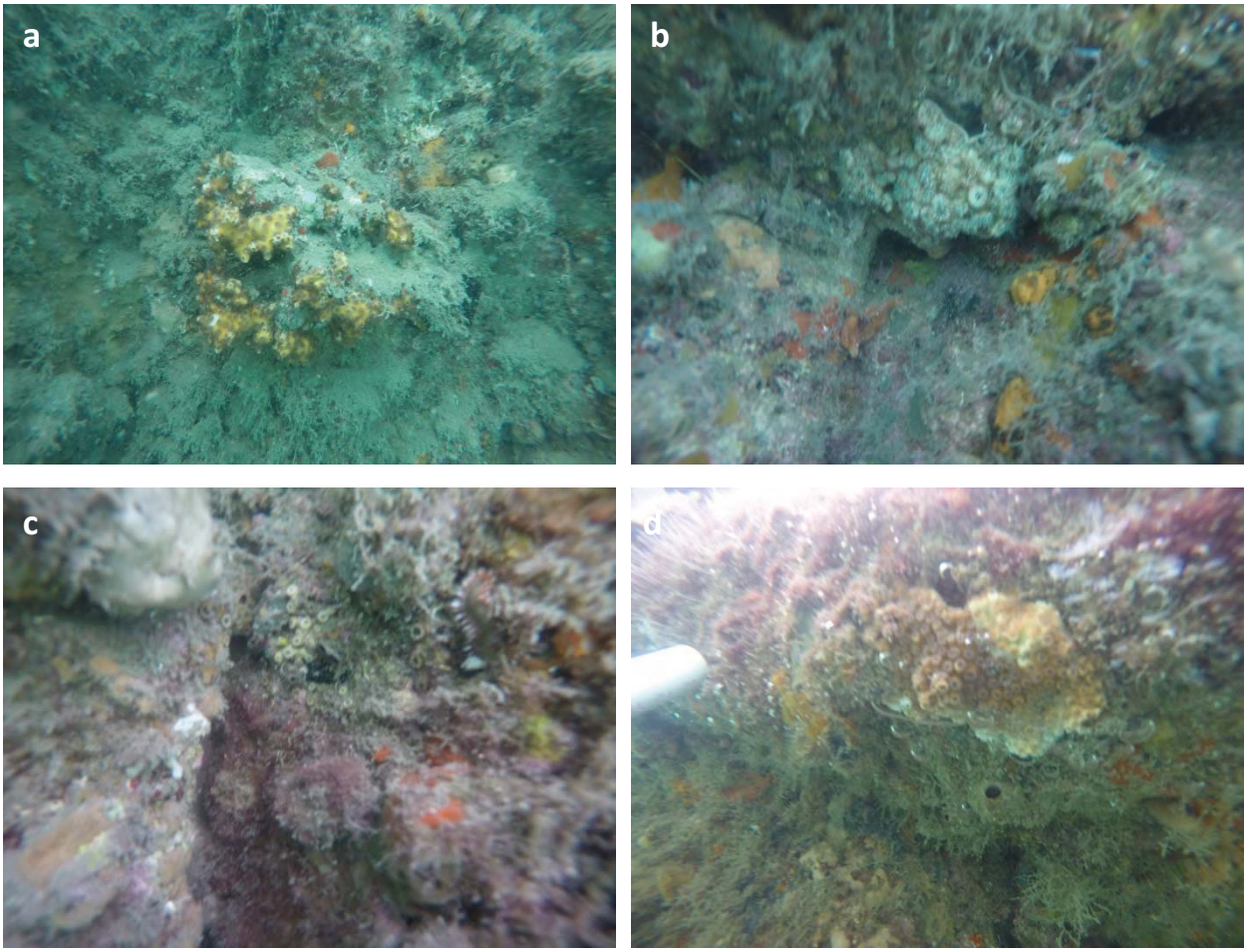
(a) Healthy *O. robusta* colony; and (b) *O. robusta* colony with partial old mortality on Transect 8

Transect 9



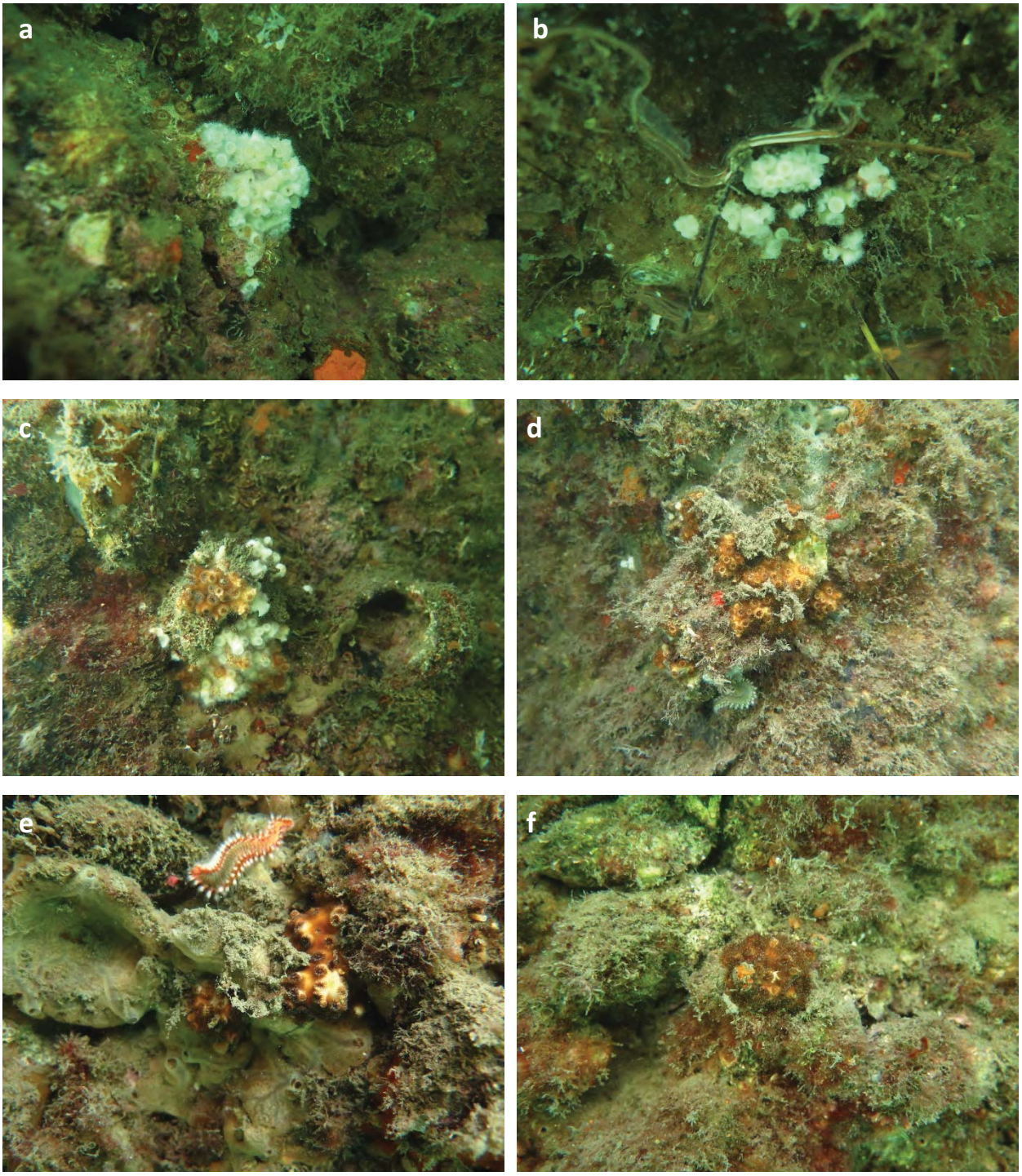
(a) Healthy *P. americana* colony; and (b-d) *O. robusta* colonies; on Transect 9

Transect 10



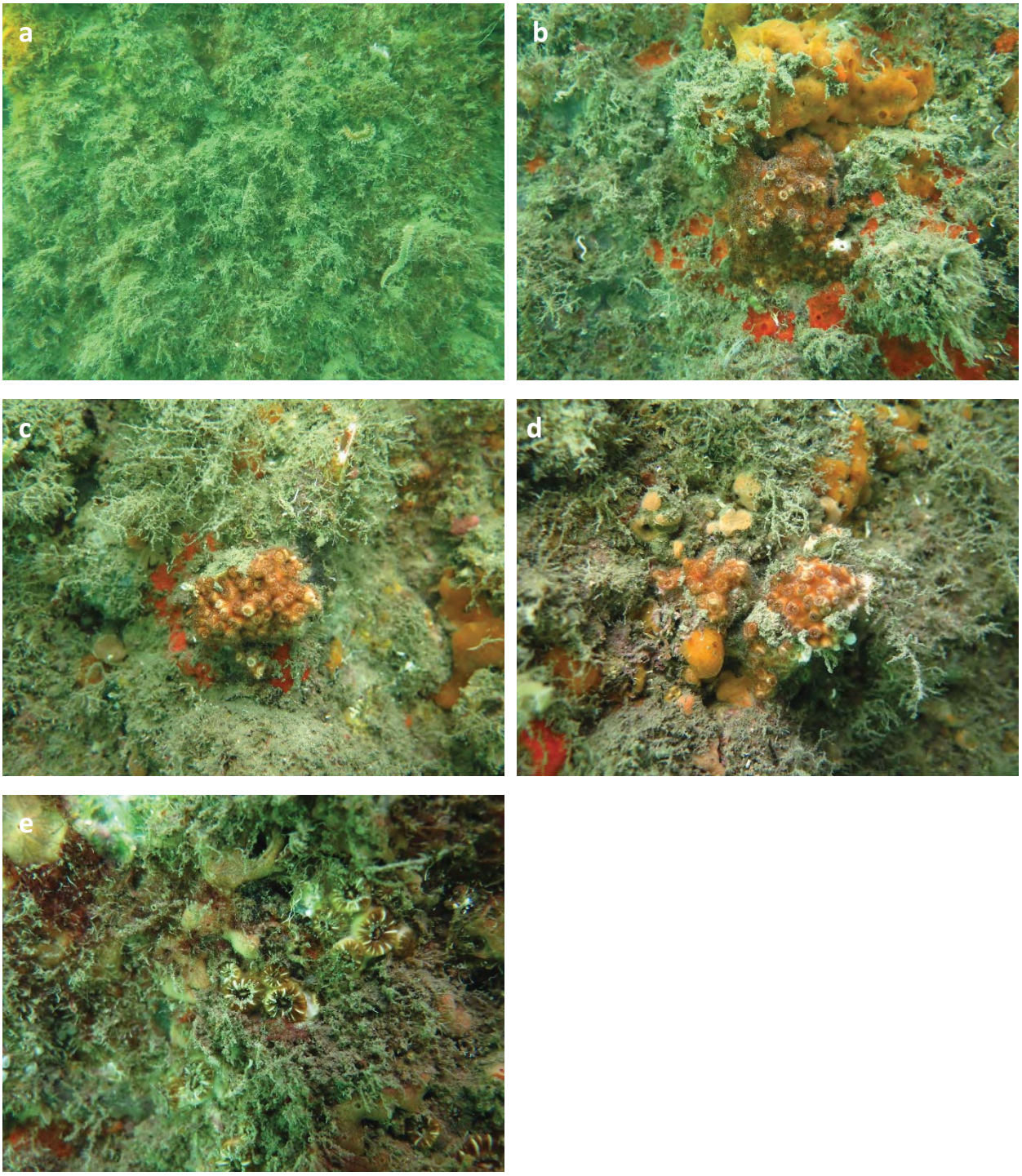
(a) Healthy *O. robusta* colony; (b) Healthy *P. americana* colony; (c) Partially bleached *Cladocora arbuscula*; and (d) Partially bleached *O. robusta* colony on Transect 10

Transect 11



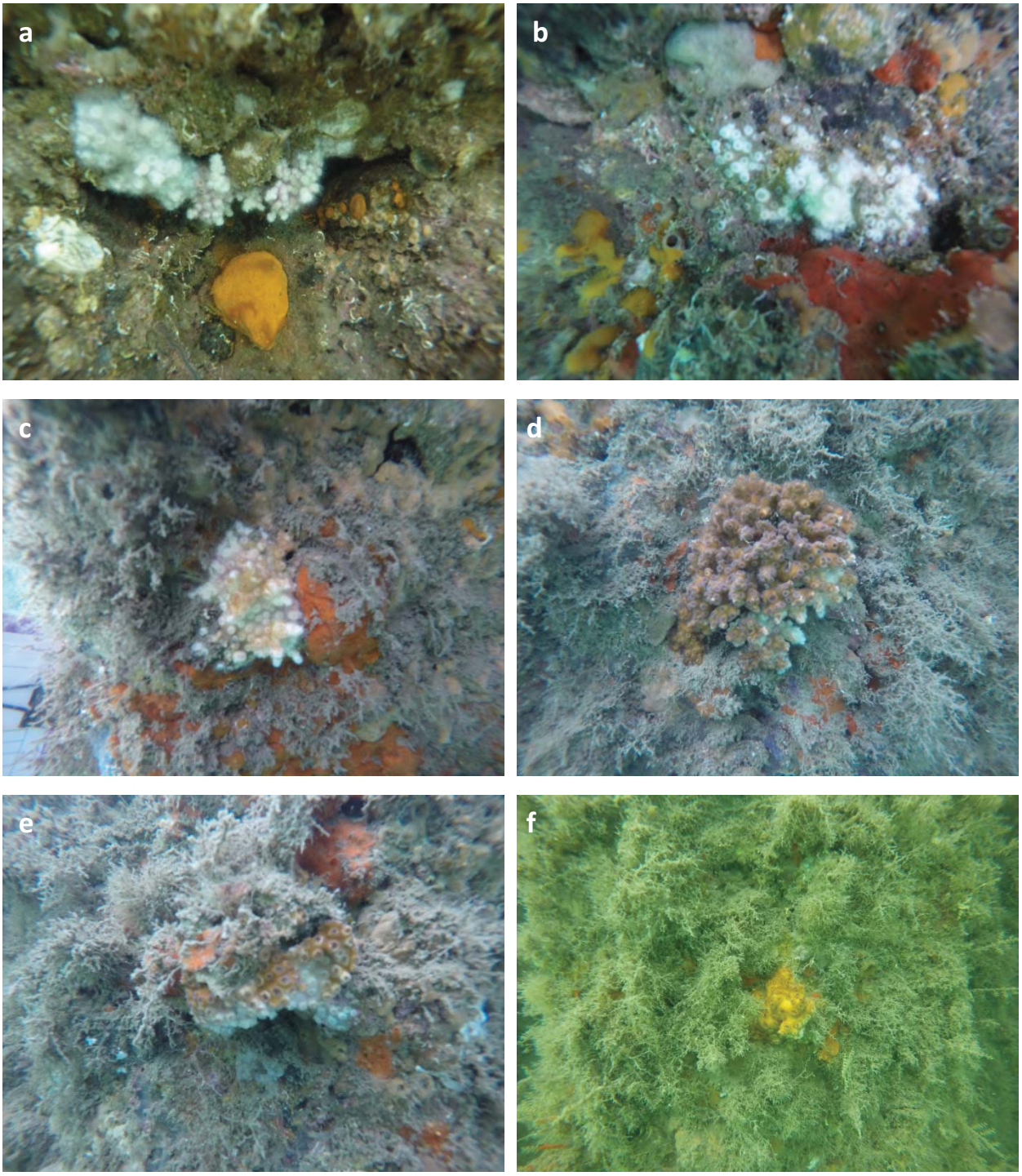
(a-b) Completely bleached *O. robusta* colonies; (c-e) Partially bleached *O. robusta* colonies; and (f) Healthy *O. robusta* colony on Transect 11

Transect 12



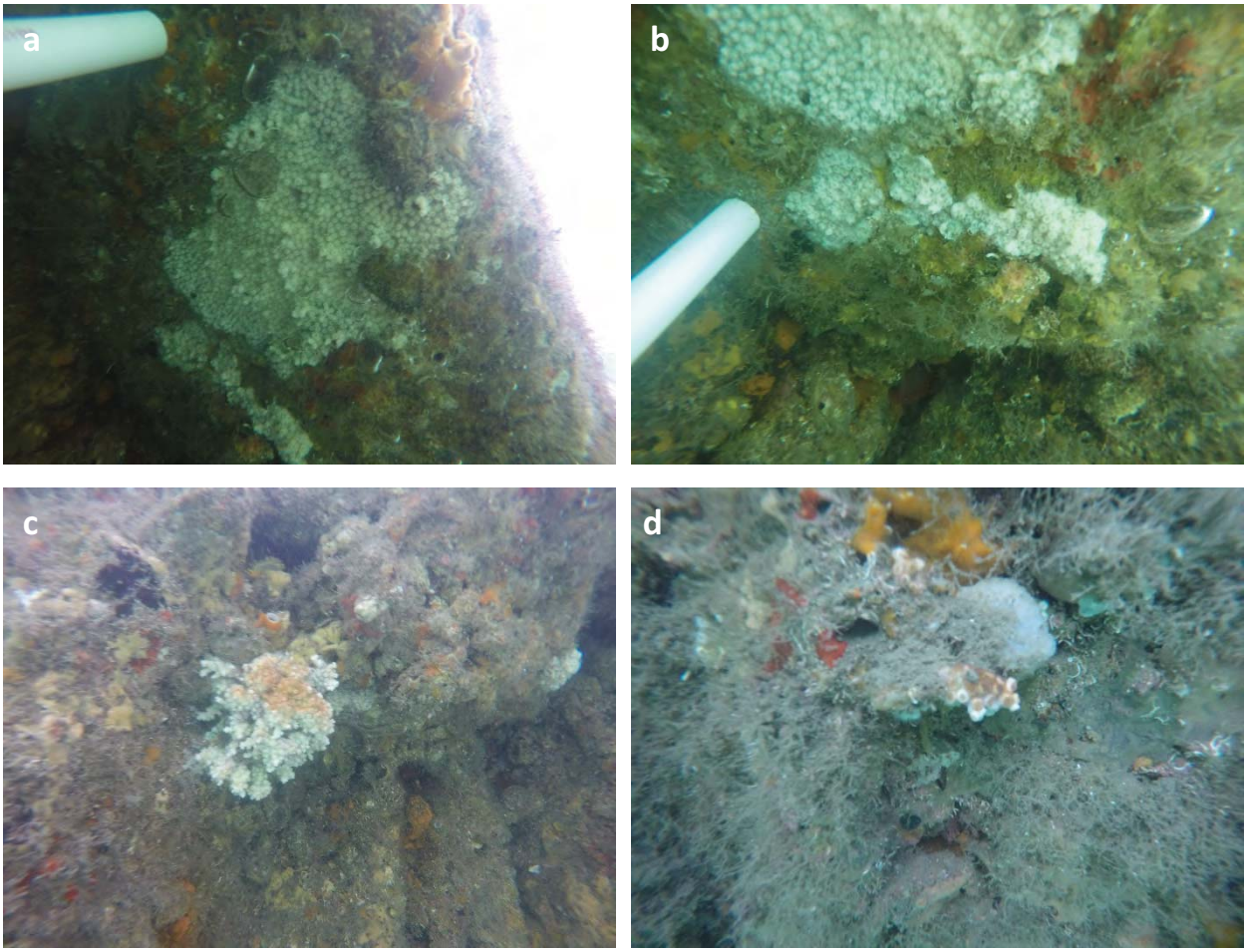
(a) Landscape view of the seawall; (b-d) Colonies of *O. robusta* with < 5% bleaching and old mortality; and (e) Healthy *P. americana* colony on Transect 12

Transect 13



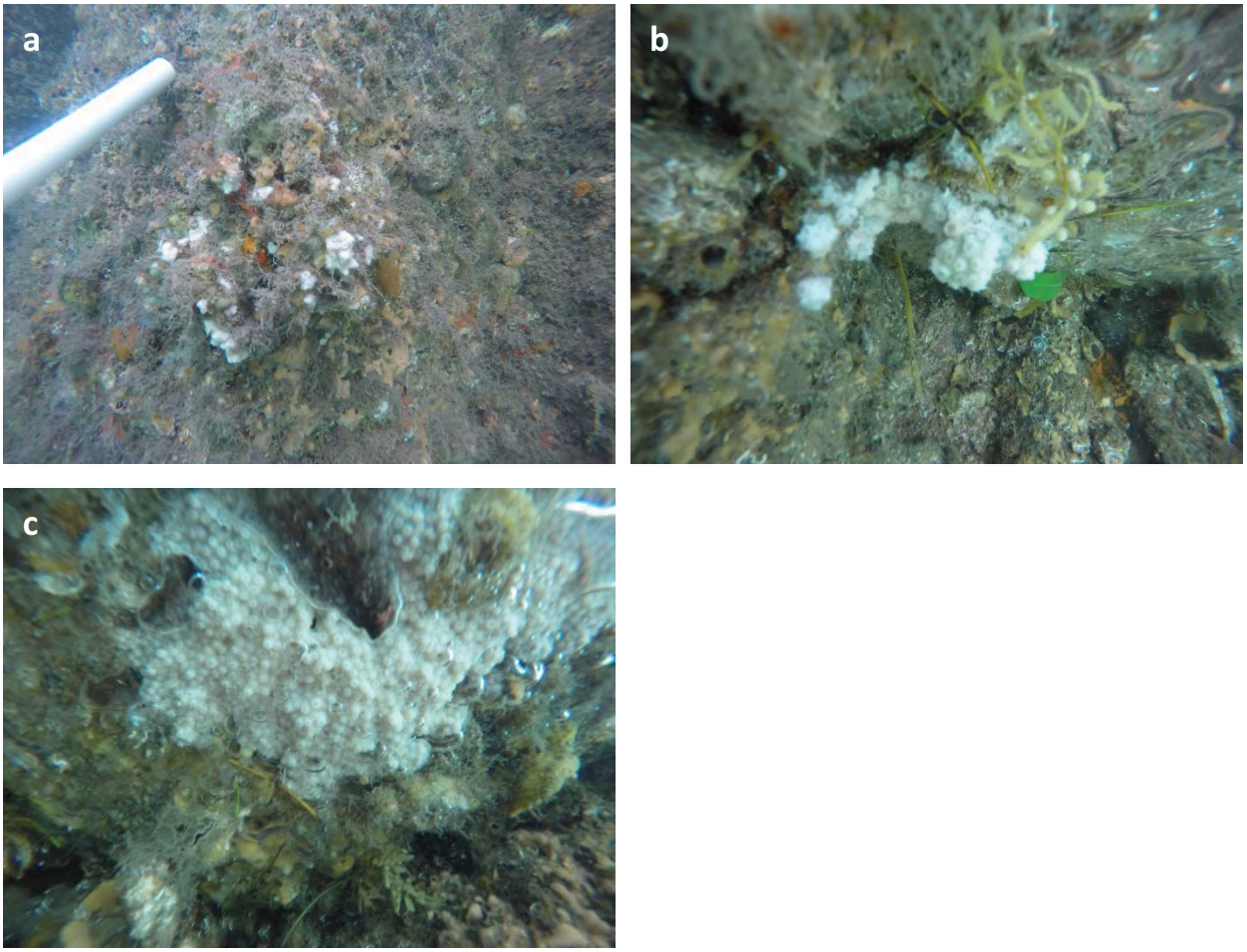
(a-b) Completely bleached *O. robusta* colonies; and (c-f) Partially bleached *O. robusta* colonies on Transect 13

Transect 14



(a-b) Completely bleached *O. robusta* colonies under beam; and (c-d) Partially bleached *O. robusta* colonies on Transect 14

Transect 17



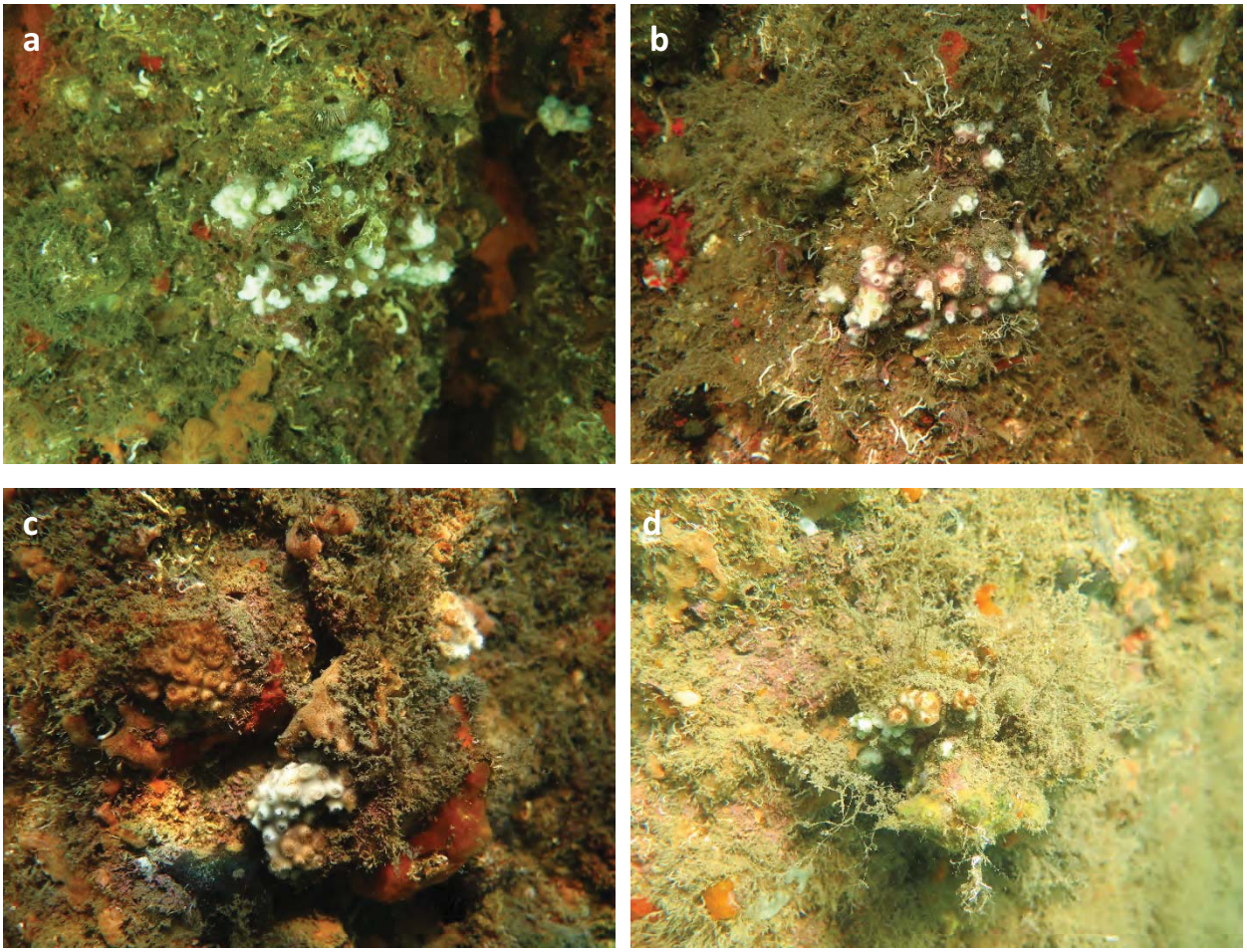
(a) Partially bleached *O. robusta* colony old mortality; (b) Completely bleached *O. robusta* colony with partial mortality; and (c) Completely bleached *O. robusta* colony under beam on Transect 17

Transect 18



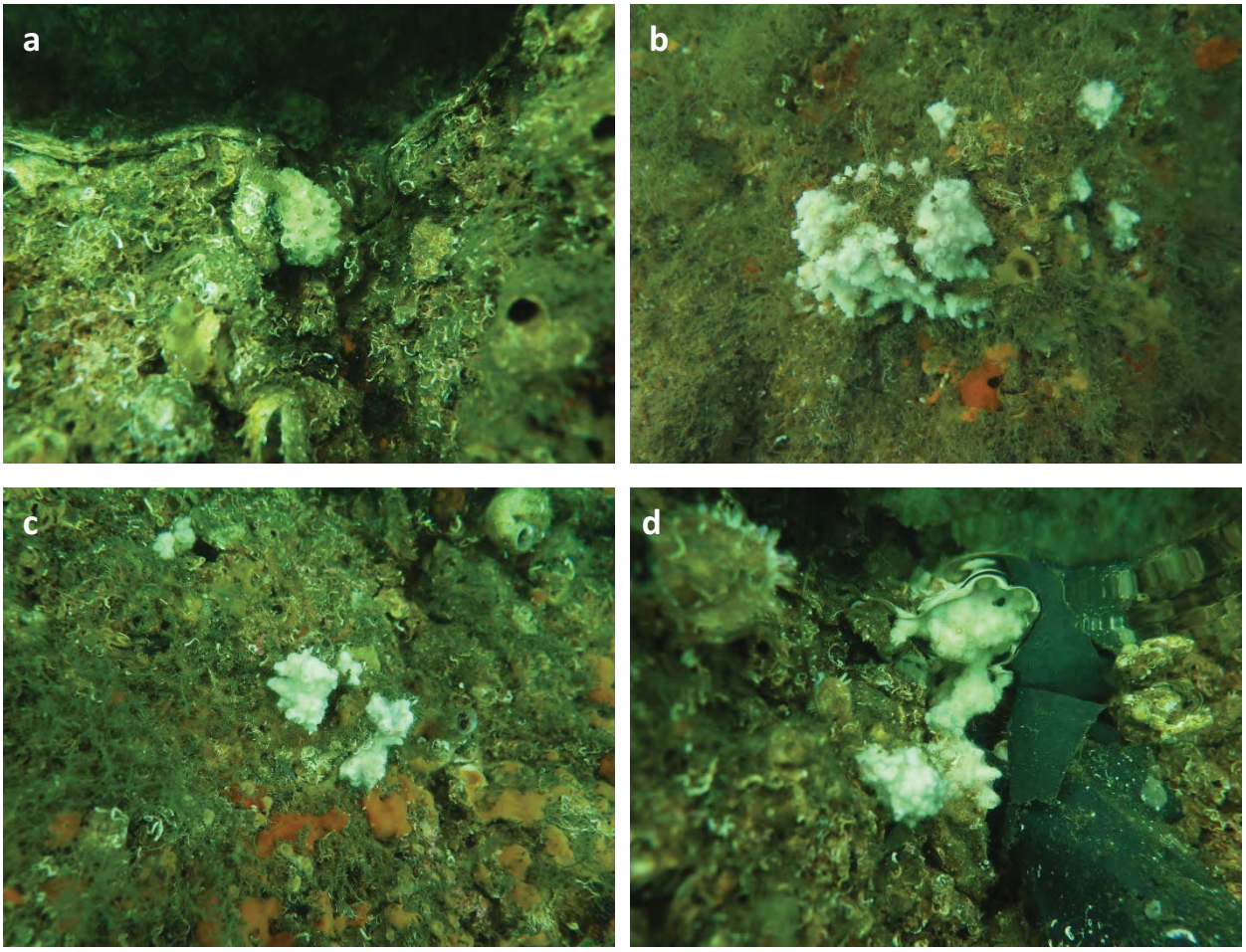
(a) Mostly bleached *O. robusta* colony with partial old mortality; and (b) Completely bleached *O. robusta* colony with partial old mortality on Transect 18

Transect 19



(a-b) Completely bleached *O. robusta* colonies; and (c-d) Partially bleached *O. robusta* colonies on Transect 19

Transect 20



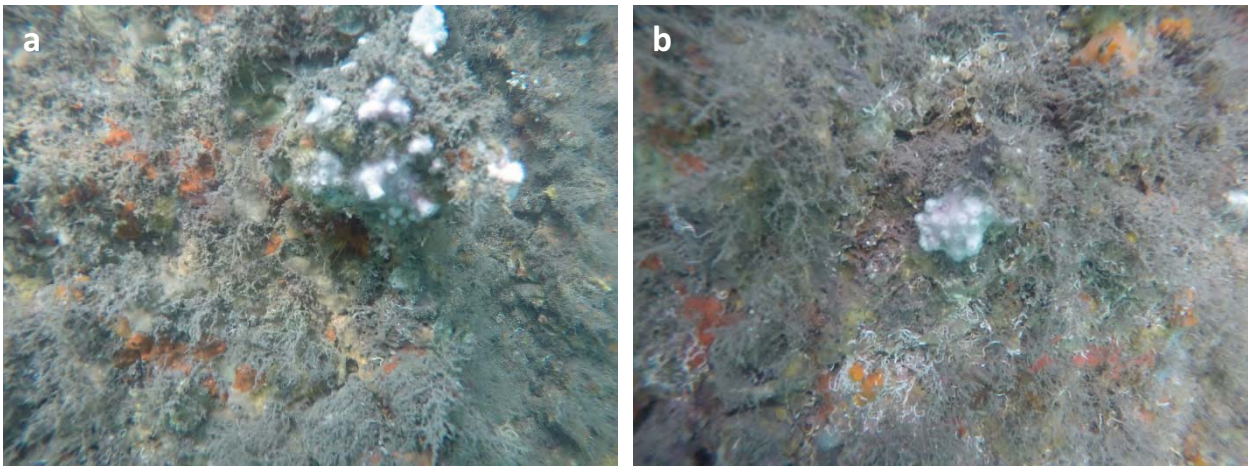
(a) Dead *C. arbuscula* colony under beam; and (b-d) Completely bleached *O. robusta* colonies on Transect 20

Transect 21



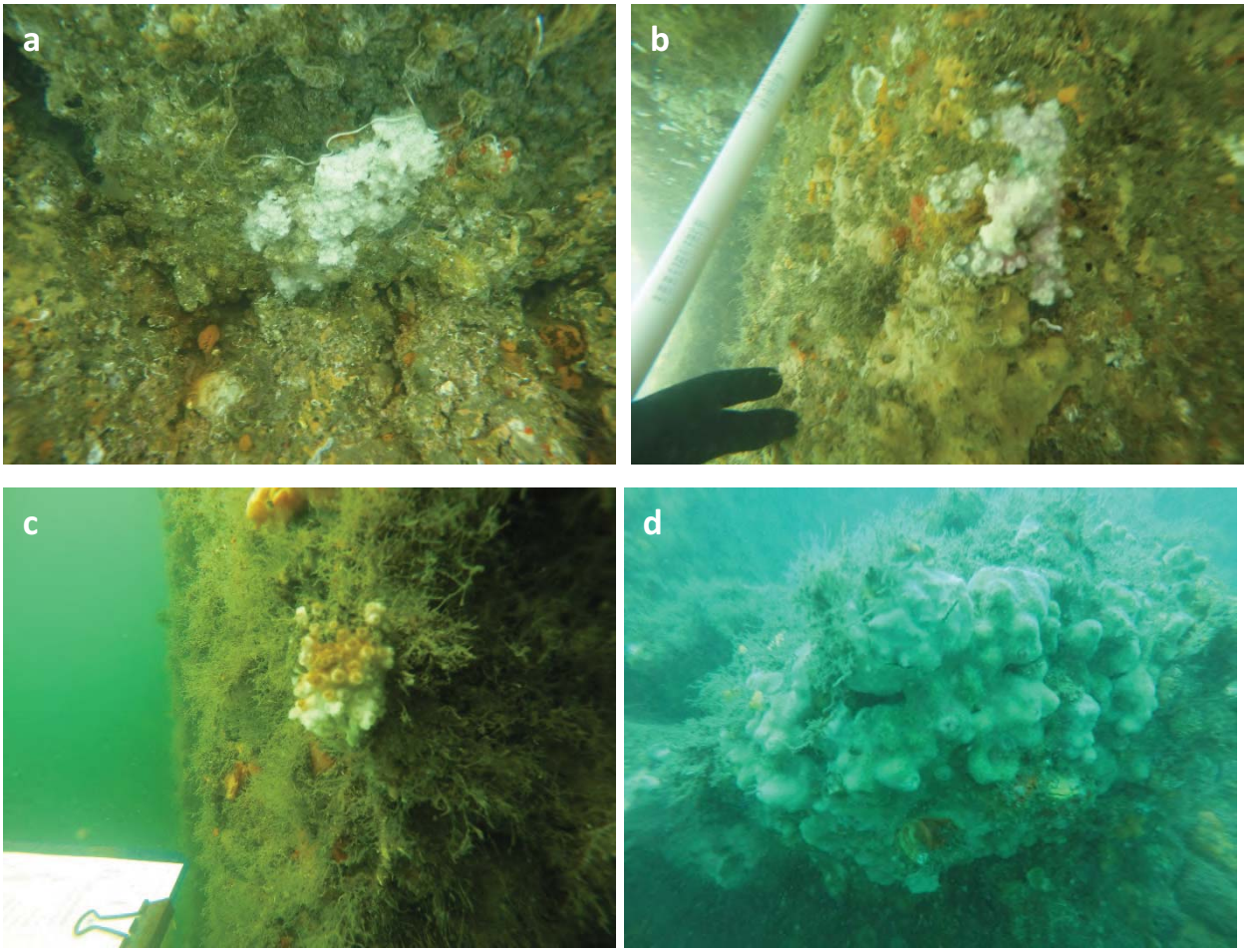
(a) Completely bleached *O. robusta* colony on Transect 21

Transect 22



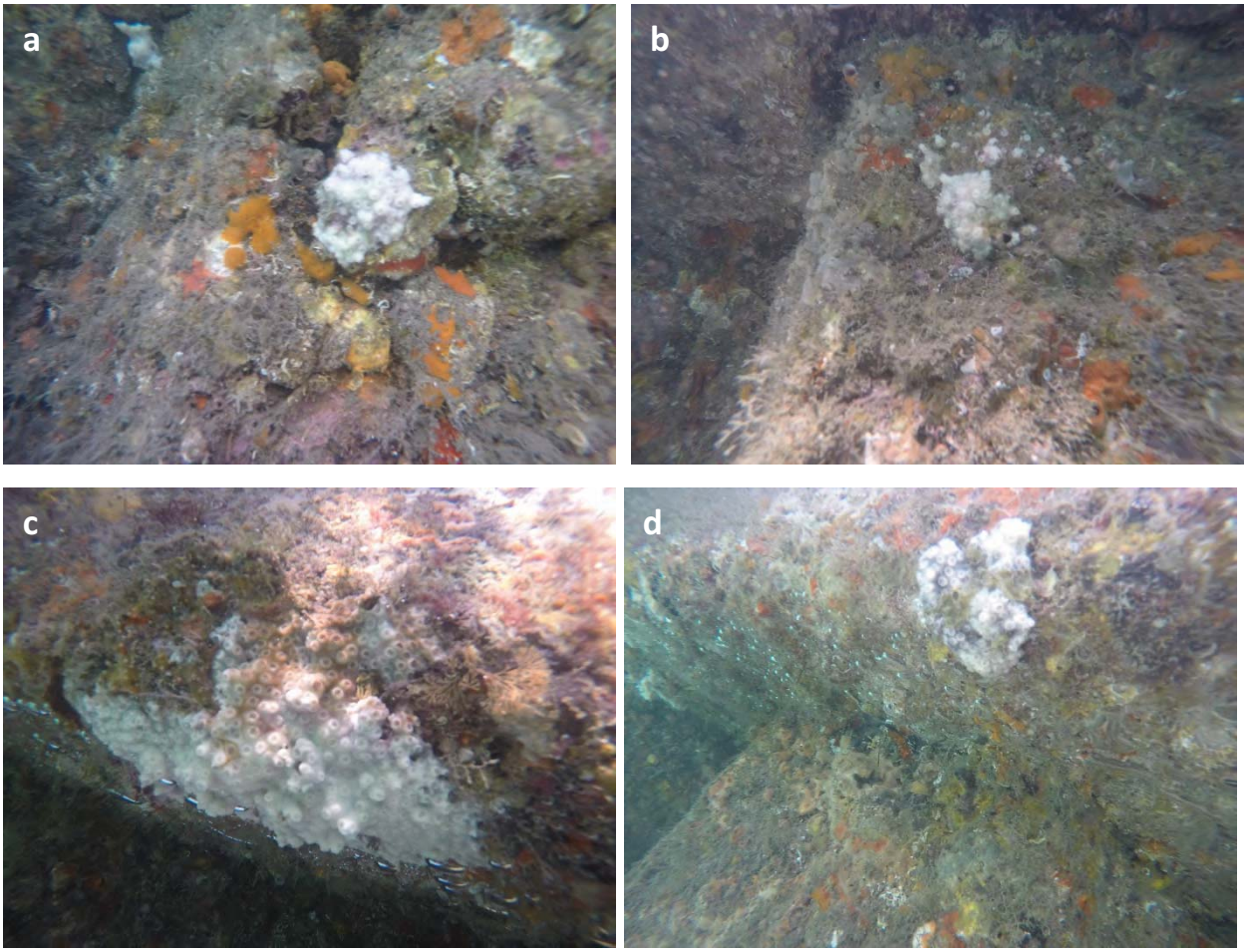
(a) Completely bleached *O. robusta* colonies on Transect 22

Transect 23



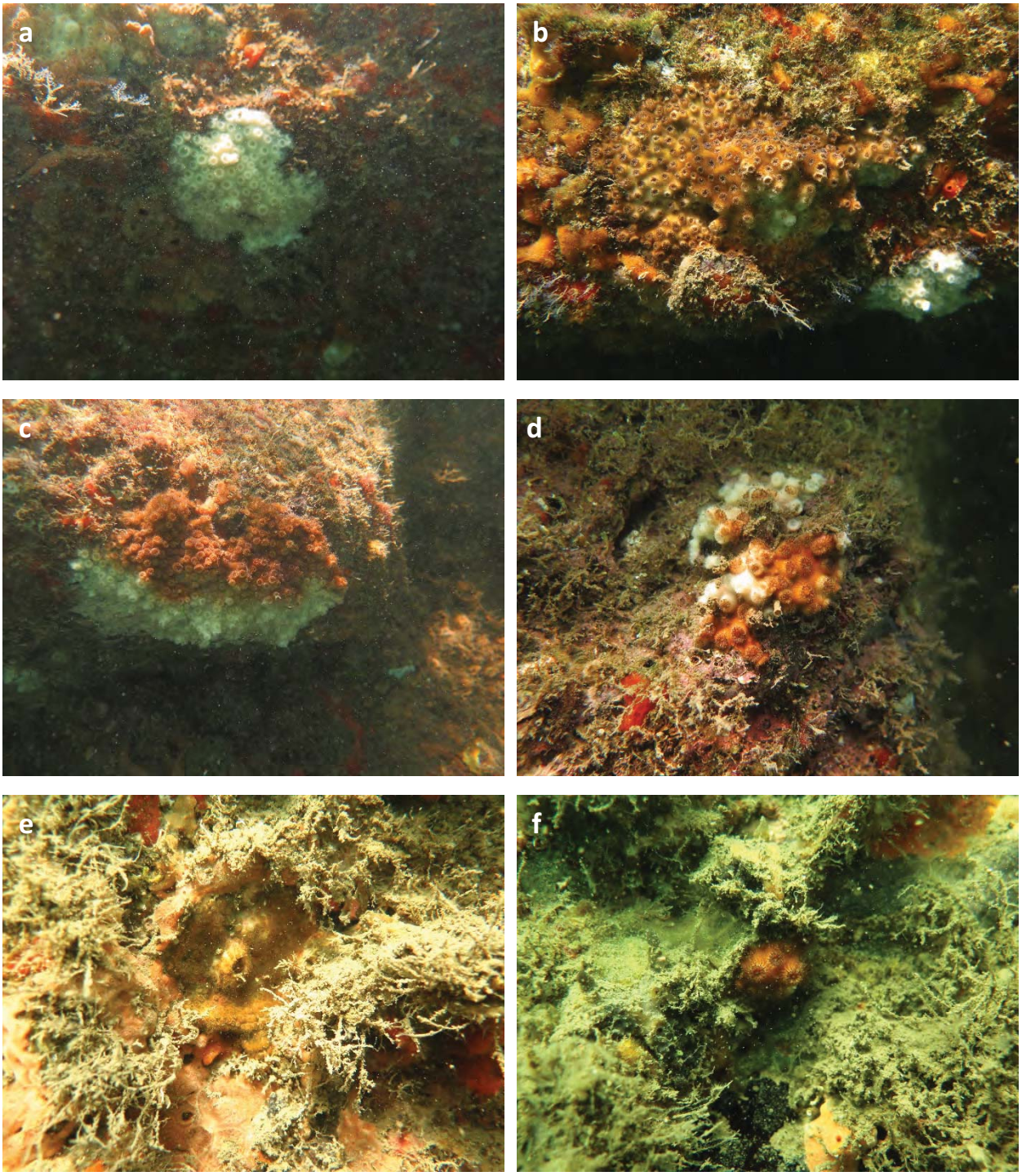
(a-b) Completely bleached *O. robusta* colonies; (c) Partially bleached *O. robusta* colony; and (d) Mostly bleached *M. decactis* colony on Transect 23

Transect 24



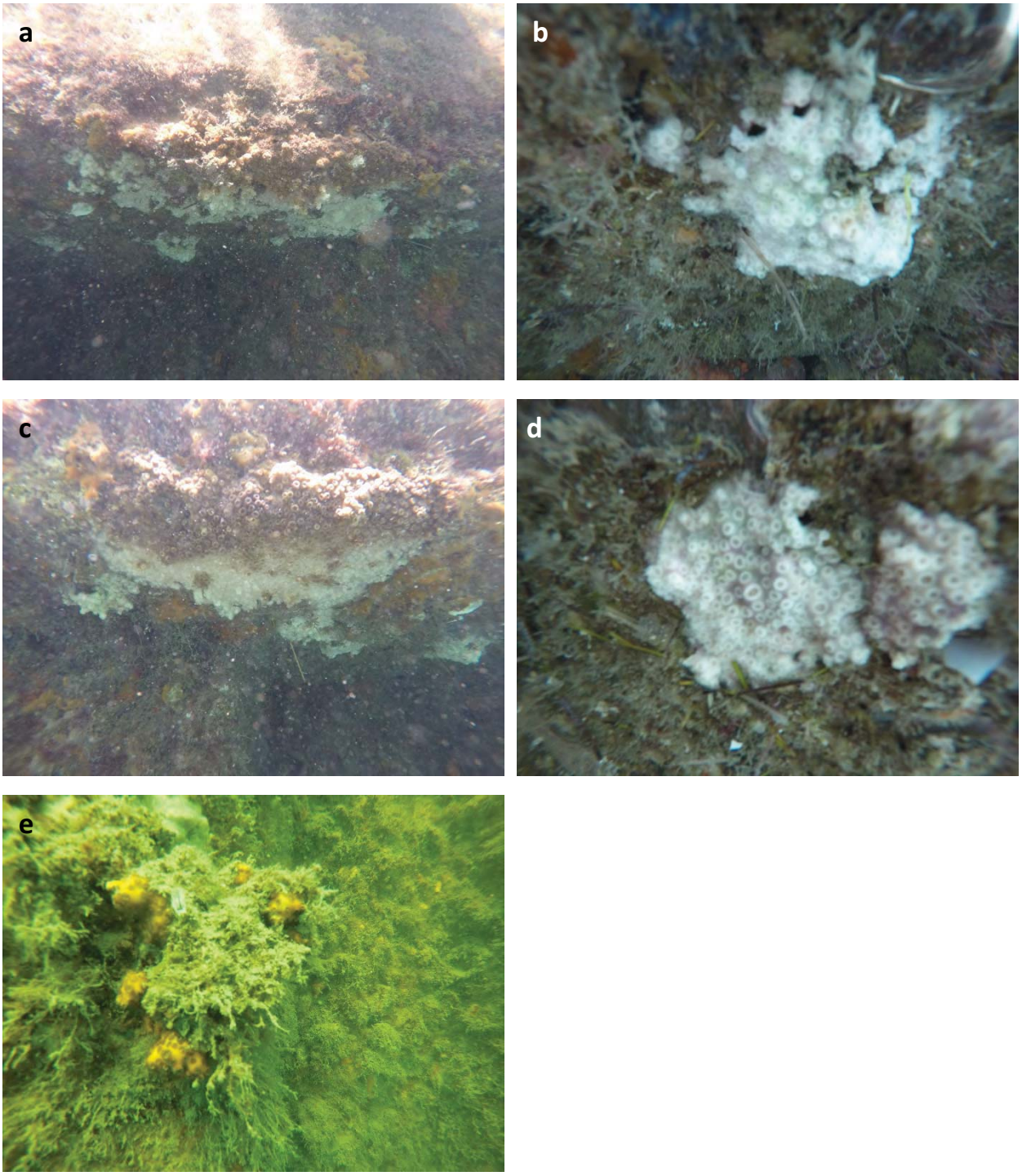
(a-b) Completely bleached *O. robusta* colonies; and (c-d) Partially bleached *O. robusta* colonies on the berm on Transect 24

Transect 25



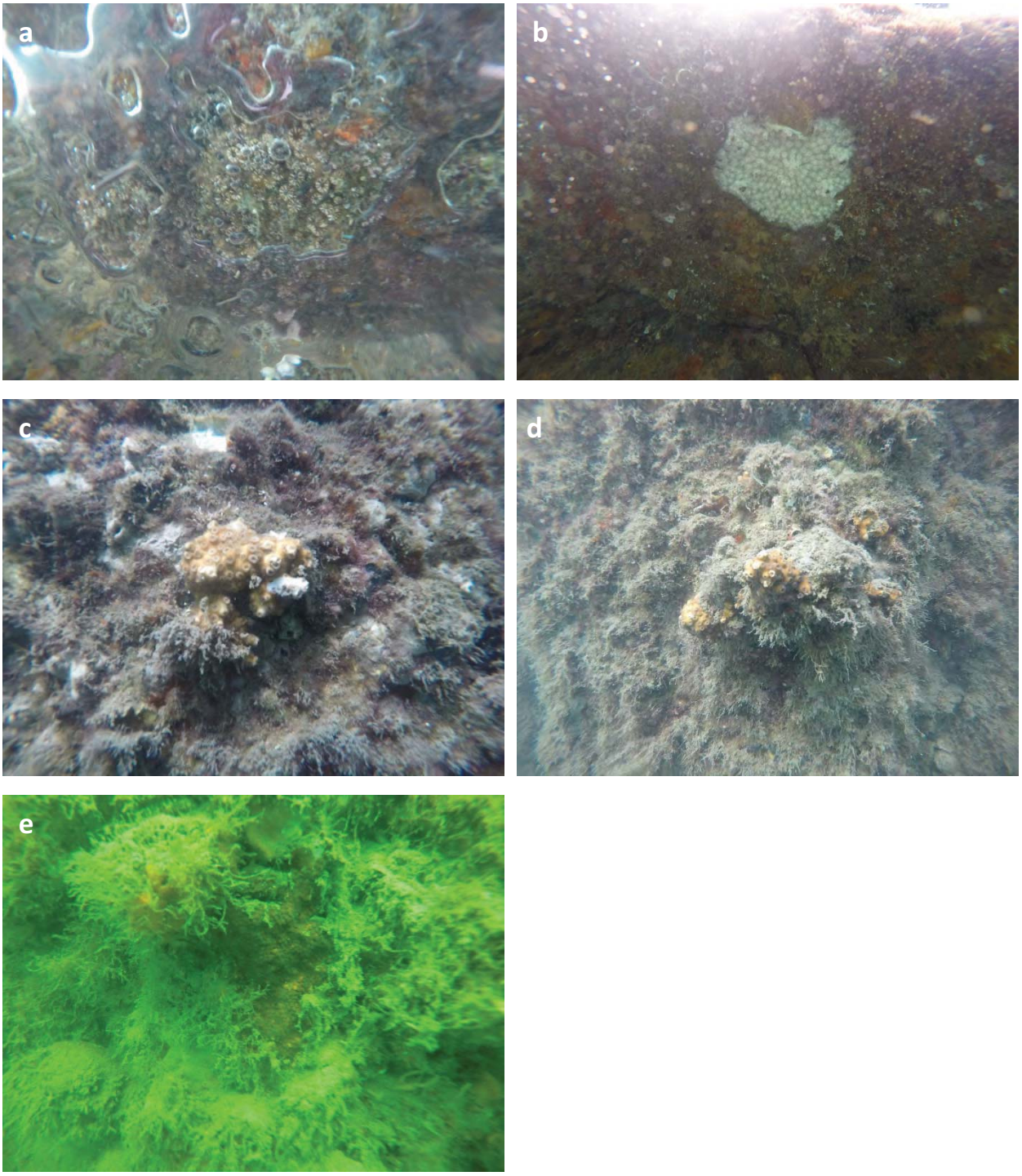
(a) Completely bleached *O. robusta* colony; (b-d) Partially bleached *O. robusta* colonies; (e) Partially bleached *M. decactis* colony; and (f) Healthy *O. robusta* colony on Transect 25

Transect 26



(a-d) Partially bleached *O. robusta* colonies; and (e) Healthy *O. robusta* colony with old mortality on Transect 26

Transect 27



(a) Partially bleached *P. americana* colony; (b) Completely bleached *O. robusta* colony; (c) Partially bleached *O. robusta* colony; (d) Healthy *O. robusta* colonies; and (e) Healthy *M. decactis* colony on Transect 27

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

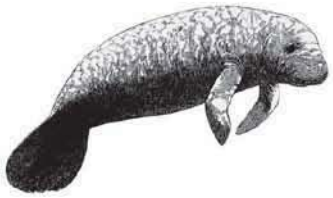
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, Florida 33701-5505
http://sero.nmfs.noaa.gov

DEC 0 8 2017

F/SER31: BGR

Chief, South Branch
Palm Beach Gardens Section
Jacksonville District Corps of Engineers
Department of the Army
4400 PGA Boulevard, Suite 500
Palm Beach Gardens, FL 33410

Dear Sir or Madam:

This letter responds to your request for consultation with us, the National Marine Fisheries Service (NMFS), pursuant to Section 7 of the Endangered Species Act (ESA) for the following action.

Permit Number(s)	Applicant(s)	SER Number	Project Type(s)
SAJ-1990-03372(SP-LCK)	Port of Palm Beach District, Thomas Lundeen	SER-2017-18737	Shoreline stabilization, prop wash wall replacement

Consultation History
We received your letter requesting consultation on July 3, 2017. We requested additional information on July 14, 2017. Specifically, we asked for details regarding the pile driving and installation methods for the proposed activities. We received a response on August 27, 2017. Upon further review of the project, we requested additional information on October 13, 2017, regarding the use of noise-dampening measures. We received a final response on October 23, 2017, clarifying that cushion blocks would be used, and initiated consultation that day.

Project Location

Address	Latitude/Longitude	Water body
Berth 1, Port of Palm Beach, Riviera Beach, Palm Beach County, Florida	26.771173°N, 80.051047°W (North American Datum 1983)	Lake Worth Lagoon, 1.3 miles from the Atlantic Ocean

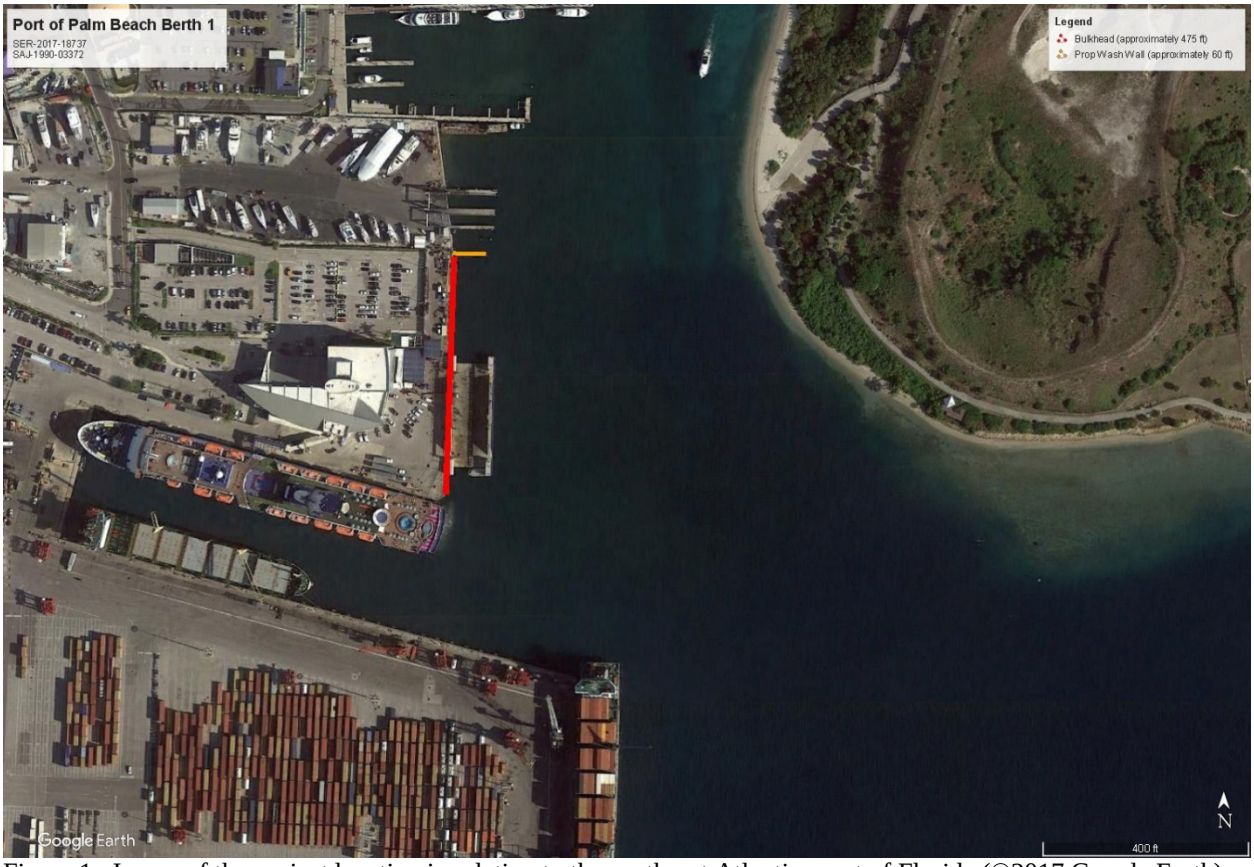


Figure 1. Image of the project location in relation to the southeast Atlantic coast of Florida (©2017 Google Earth)

Existing Site Conditions

The Port of Palm Beach is located in the Intracoastal Waterway along Florida's southeast coast, across from the Lake Worth Inlet to the Atlantic Ocean. It serves as a port for both the cruise ship and the cargo industries. Berth 1 is approximately 475 feet (ft) long and consists of a steel sheet pile bulkhead wall (approximately 475 ft in length), and a 60-ft long, 6-ft wide prop wash wall at the northern end of the berth, running perpendicular to the bulkhead. The maintained depth of Berth 1 ranges from 24 to 29 ft below Mean Lower Low Water (MLLW). A benthic survey was conducted in September 2015, and determined three different types of substrate within the berth: hard bottom, unvegetated soft bottom, and some areas of silty sand with low densities of paddlegrass. Within the hardbottom areas, the survey identified dense cover of hydroids, bryozoans, branching sponges, and a few non-ESA-listed corals, octocorals, and macroalgae. A more detailed survey of the bulkhead was conducted in April 2017, and identified four non-ESA-listed species of corals on the bulkhead.

Project Description

The applicant proposes to replace the existing bulkhead and prop wash wall. Reconfiguration is not proposed for this project. The replacement structures will maintain the same dimensions as the old structures: the prop wash wall will be 60 ft long and 6 ft wide, and the bulkhead will be approximately 475 ft long.

The old prop wash wall will be removed by saw cutting the cap into sections for removal, retracting the concrete panel sections of the wall with a crane, and removing 23 H-piles with a vibratory

extractor. The old materials will be disposed of off-site. The new prop wash wall will be placed in the same footprint as the old wall. Twenty-three new H-piles (8-12 inches (in) in diameter) will be installed, with a maximum of 10 piles installed per day, at a maximum of 1500 strikes needed per pile. Once the piles are installed, concrete panels will be inserted between the H-piles. Finally, a new concrete cap will be installed on the pile tips.

The new bulkhead will be comprised of approximately 95 pairs of steel sheet piles (approximately 190 piles) and will be installed no more than one foot waterward of the existing bulkhead. Up to 12 pairs (24 piles) will be installed per day, at a maximum of 1500 strikes needed per pair. Once the new bulkhead is completed, fill will be inserted into the space between the old and the new bulkheads.

Healthy non-ESA-listed corals 10 centimeters in diameter or larger will be relocated.

Pile Installation

Pile type(s)	Number of Piles	Maximum Strikes per Pile	Maximum Piles per Day	Installation Method	Confined Space or Open Water
Metal 12-in H-piles (prop wash wall)	23	1500	10	Vibratory/Impact Hammer	Confined
Metal 28-in steel sheet piles (bulkhead)	190 (95 pairs)	1500	24 (12 pairs)	Vibratory/Impact Hammer	Confined

Construction Conditions

For both components of this project, piles will be driven via vibratory hammer to the maximum extent possible. However, an impact hammer may be utilized to finish installing piles whenever vertical refusal is encountered. If this occurs, the applicant will use cushion blocks to minimize the noise effects of the impact hammer, and will also employ either a ramp-up or dry-fire procedure to further reduce the noise effects of the impact hammer. Under the ramp-up procedures, the applicant will begin pile driving at a slow speed and gradually increase to full power over the course of 15 minutes, with new ramp-up required after a break of one hour or more. If the dry-fire method is used, the applicant will perform 3 rounds of dry firing with 2 minutes between each dry fire prior to using the impact hammer.

Turbidity barriers will be used for the duration of the project, and all in-water work will occur only during daylight hours. Construction will be carried out using land-based or barge-mounted equipment. The applicant has also agreed to adhere to NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions*.[1] The project is expected to take approximately 3 months to complete.

[1]NMFS. 2006. Sea Turtle and Smalltooth Sawfish Construction Conditions revised March 23, 2006. National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Southeast Regional Office, Protected Resources Division, Saint Petersburg, Florida. http://sero.nmfs.noaa.gov/protected_resources/section_7/guidance_docs/documents/sea_turtle_and_smalltooth_sawfish_construction_conditions_3-23-06.pdf, accessed June 2, 2017.

Effects Determination(s) for Species the Action Agency or NMFS Believes May Be Affected by the Proposed Action

Species	ESA Listing Status	Action Agency Effect Determination	NMFS Effect Determination
Sea Turtles			
Green (North Atlantic [NA] and South Atlantic [SA] distinct population segments [DPSs])	T	NLAA	NLAA
Kemp's ridley	E	NLAA	NLAA
Leatherback	E	NLAA	NLAA
Loggerhead (Northwest Atlantic [NWA] DPS)	T	NLAA	NLAA
Hawksbill	E	NLAA	NLAA
Fish			
Smalltooth sawfish (U.S. DPS)	E	NLAA	NLAA
E = endangered; T = threatened; NLAA = may affect, not likely to adversely affect			

Critical Habitat
The project is not located in designated critical habitat, and there are no potential routes of effect to any designated critical habitat.

Analysis of Potential Routes of Effects to Species
Sea turtles and smalltooth sawfish may be injured if struck by construction equipment. However, we believe this effect is discountable because these species are likely to move away and expected exhibit avoidance behavior. The applicant's implementation of NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions* will further reduce the risk by requiring all construction workers watch for smalltooth sawfish or sea turtle. Operation of any mechanical construction equipment will cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities will not resume until the protected species has departed the project area of its own volition.

Sea turtles and smalltooth sawfish may be affected by being temporarily unable to access the project area for foraging, refuge, or nursing, due to their avoidance of construction activities, related noise, and physical exclusion from areas blocked by turbidity curtains. Although sea turtles and smalltooth sawfish may be temporarily unable to access the construction area, these effects will be insignificant, given the projects' limited footprint. Additionally, the turbidity curtains will be removed after construction, and will not appreciably block use of the areas by the species.

Sea turtles and smalltooth sawfish may be affected by the permanent removal of non-ESA-listed corals, sponges, and macroalgae growing on the old prop wash wall, which can serve as forage resources. However, this effect will be insignificant, given the availability of similar resources nearby.

Effects to listed species as a result of noise created by construction activities can physically injure animals in the affected areas or change animal behavior in the affected areas. Injurious effects can occur in 2 ways. First, immediate adverse effects can occur to listed species if a single noise event exceeds the threshold for direct physical injury. Second, effects can result from prolonged exposure to noise levels that exceed the daily cumulative exposure threshold for the animals, and these can constitute adverse effects if animals are exposed to the noise levels for sufficient periods. Behavioral

effects can be adverse if such effects interfere with animals migrating, feeding, resting, or reproducing, for example. Our evaluation of effects to listed species as a result of noise created by construction activities is based on the methods described in the Opinion for SAJ-82.[2] The noise analysis in this consultation evaluates effects to ESA-listed fish and sea turtles identified by NMFS as potentially affected in the table above.

While the applicant plans to install all piles using a vibratory hammer, it is possible that the use of an impact hammer will be required to drive piles to their final depth, particularly where the substrate consists of hardbottom. When there is uncertainty regarding potential effects, we will generally resolve the uncertainty by providing the most conservation-oriented analysis for listed species, and evaluate the activity with the most significant potential impact. In this case, the area affected by impact hammering H piles will fall entirely within the area affected by impact hammering steel sheet piles, so the driving of H piles for this project will not be discussed further. We therefore evaluate the use of impact hammer to drive 27.5-in-wide steel sheet piles, in pairs, to depth. A total of 95 pairs will be installed (or 190 piles), with 12 pairs (24 piles) installed per day, 1500 impact strikes per pair of piles.

To minimize potential noise impacts to species, the applicant has agreed to use noise abatement measures (cushion blocks) to reduce noise levels. Since the applicant did not specify what kind of cushion block would be used, we resolve this uncertainty by evaluating the cushion block with the least noise minimization effect. According to the best available data, nylon cushion blocks provide the least amount of abatement, resulting in a 4-5 dB reduction to impact hammer underwater sound levels.[3] For purposes of this consultation, we assume the cushion blocks will provide a 4 dB reduction.

Based on our noise calculations, installation of steel sheet piles by impact hammer may cause single-strike or peak-pressure injury to sea turtles or ESA-listed fish within approximately 15 ft (4.6 meters [m]) of the activity. The use of ramp-up and dry fire techniques will provide noise stimulus below injury thresholds, and due to the mobility of sea turtles and ESA-listed fish species, we expect them to move away from noise disturbances outside of the 15 ft radius single strike and peak pressure injury zone. Because we anticipate the animal will move away, we believe that an animal's suffering physical injury from noise is extremely unlikely to occur. Even in the unlikely event an animal does not vacate the daily cumulative injurious impact zone, the radius of that area is smaller than the 50-ft radius that will be visually monitored for listed species. Construction personnel will cease construction activities if an animal is sighted per NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions.* Thus, we believe the likelihood of any injurious peak pressure or single strike effects is discountable. An animal's movement away from the injurious impact zone is a behavioral response, with the same effects discussed below.

Based on our calculations, the cumulative sound exposure level (cSEL) of multiple pile strikes over the course of a day may cause injury to ESA-listed fish and sea turtles. The installation of 12 pairs of steel sheet piles per day using an impact hammer may result in a daily cumulative sound injury zone of up to 1775 ft (541 m) from the pile driving site for sea turtles and ESA-listed fishes (Figure 2). Based on configuration of the site, ESA-listed species will be able to depart the affected area through

[2] NMFS. Biological Opinion on Regional General Permit SAJ-82 (SAJ-2007-01590), Florida Keys, Monroe County, Florida. June 10, 2014.
[3] CDOT. 2009. *Final technical guidance for assessment and mitigation of the hydroacoustic effects of pile driving on fish.*

several pathways, and no access route will be blocked. Due to the mobility of sea turtles and ESA-listed fish species, we expect them to move away from noise disturbances. Because we anticipate the animal will move away, we believe that an animal's suffering physical injury from noise is extremely unlikely to occur. Thus, we believe the likelihood of any injurious cSEL effects is discountable. An animal's movement away from the injurious impact zone is a behavioral response, with the same effects discussed below.

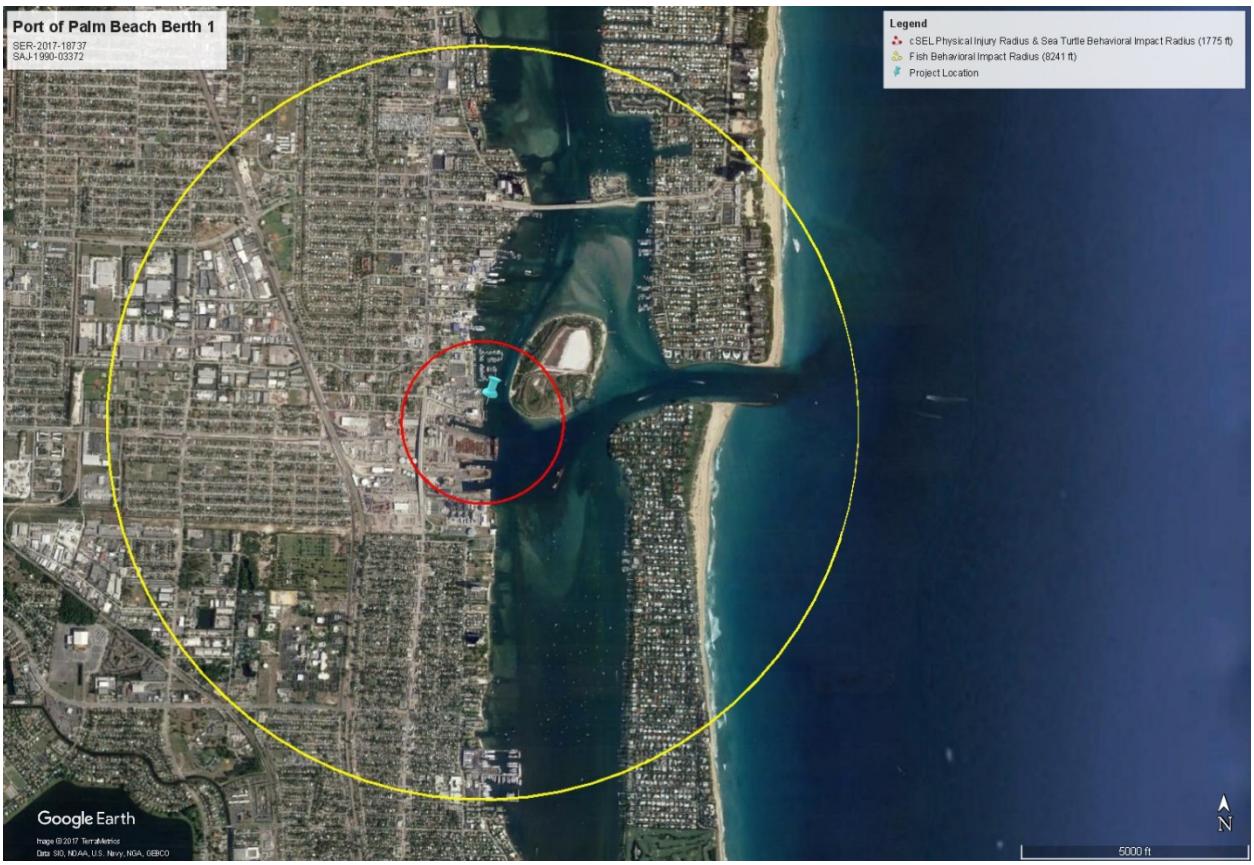


Figure 2. Project location (blue pin) and noise impacts radii. The smaller, red circle encompasses both the cSEL impact radius for fish and sea turtles, and the behavioral impact radius for sea turtles (1775 ft). The larger, yellow circle encompasses the behavioral impact radius for fish (8241 ft). (Google Earth Image ©2017 TerraMetrics, Data SIO, NOAA, U.S. Navy, NGA, GEBCO)

The installation of steel sheet piles using an impact hammer with cushion blocks produces a behavioral impact zone radius of up to 8241 ft (2512 m) for ESA-listed fishes and 1775 ft (541 m) for sea turtles (Figure 2). The behavioral response radius for sea turtles does not exceed the width of the waterway, therefore sea turtles will be able to move through areas in which the noise level is below the behavioral response threshold for sea turtles. The behavioral response radius for ESA-listed fish is greater than the width of the waterway, which may prevent passage of ESA-listed fishes through the area. Although we believe that ESA-listed species use the area that will be affected, this area is not a migratory pathway, and other openings to the Atlantic Ocean are available to both the north and south. Additionally, since installation will occur only during the day, these species will be able to resume normal activities during quiet periods between pile installations and at night. Individuals will be able to transit from the behavioral impact zone or resume normal activities during quiet periods between pile installations. Therefore, even if an animal remained within the behavior impact zone, we anticipate any potential effects to it will be insignificant.

Conclusion

Because all potential project effects to listed species were found to be discountable, insignificant, or beneficial, we conclude that the proposed action is not likely to adversely affect listed species under NMFS's purview. This concludes your consultation responsibilities under the ESA for species under NMFS's purview. Consultation must be reinitiated if a take occurs or new information reveals effects of the action not previously considered, or if the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat in a manner or to an extent not previously considered, or if a new species is listed or critical habitat designated that may be affected by the identified action. NMFS's findings on the project's potential effects are based on the project description in this response. Any changes to the proposed action may negate the findings of this consultation and may require reinitiation of consultation with NMFS.

We look forward to further cooperation with you on other projects to ensure the conservation of our threatened and endangered marine species and designated critical habitat. If you have any questions on this consultation, please contact Bette Rubin, Consultation Biologist, at (727) 209-5993, or by email at bette.rubin@noaa.gov.

Sincerely,

FOR Roy E. Crabtree, Ph.D.
Regional Administrator

File: 1514-22.F.4

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-8

PREPARED BY: Paul J. Zielinski Deputy Director July 19, 2018

SUBJECT: **GARY, DYTRYCH & RYAN**
Consideration of Contract Renewal

BACKGROUND: Port of Palm Beach has been well served by its legal counsel agreement with Gary, Dytrych & Ryan, P.A., of North Palm Beach since 1998.

Attached for your review and consideration is a one-year contract extension with Gary, Dytrych & Ryan, P.A. through July 31, 2019, that reflects no increase in the rates charged.

FINANCIAL IMPACT: Legal Service expenses are included in the annual Operating Budgets of the Port.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X____

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the attached one year agreement with Gary, Dietrich and Ryan for legal services.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

RENEWAL AGREEMENT
BETWEEN
PORT OF PALM BEACH DISTRICT
and
GARY, DYTRYCH & RYAN, P. A.
FOR
LEGAL SERVICES

This Renewal Agreement is made as of this ____ day of July 2018 by and between the **PORT OF PALM BEACH DISTRICT,** a special taxing district of the State of Florida (hereinafter referred to as "Port"), and **GARY, DYTRYCH & RYAN, P.A.**, a Florida Professional Association.

RECITALS

WHEREAS, Gary, Dytrych & Ryan, P.A. is currently acting as general counsel for the Port pursuant to an agreement ("Agreement") having commenced July 1, 1998, and subsequently renewed year to year thereafter; and

WHEREAS, Gary, Dytrych & Ryan, P.A. and the Port desire to extend the Agreement through July 31, 2019;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree as follows:

That certain Agreement between the Port and Gary, Dytrych& Ryan, P.A. having commenced July 1, 1998, is renewed through July 31, 2019, upon the same terms and conditions, as in effect for the term ending July 31, 2018.

AGREED:

PORT OF PALM BEACH DISTRICT
Board of Commissioners

By:_____
Chairperson Jean Enright

GENERAL COUNSEL:
Gary, Dytrych & Ryan, P. **A.**

By:_____
James H. Ryan