



**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, August 16, 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. Picken

**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. ATTORNEY/CLIENT EXECUTIVE SESSION**

Case No. 502017CA005376XXXXMB, pending in Circuit Court in and for Palm Beach County, Florida

Executive Session Attendees: Commissioner Blair J. Ciklin; Commissioner Jean L. Enright; Commissioner Peyton W. McArthur; Commissioner Wayne M. Richards; Commissioner Katherine M. Waldron; Executive Director Manuel Almira; Port Attorney Gregory C. Picken, Esq.; Port Attorney Donald Bicknell, Jr., Esq.; Court Reporter Susan Kruger

F.S. 286.011(8) allows the Board of Commissioners and the Port Director to meet in a Closed-Door Attorney/Client Session for the purpose of discussing strategy related to litigation.

The Chair shall announce:

- 1) The Attorney/Client Closed-Door Executive Session
- 2) The estimated length of time is 45 minutes
- 3) The names of the persons attending:
  - Commissioner Blair J. Ciklin
  - Commissioner Jean L. Enright
  - Commissioner Peyton W. McArthur
  - Commissioner Wayne M. Richards
  
  - Commissioner Katherine M. Waldron
  
  - Executive Director Manuel Almira
  
  - Port Attorney Gregory C. Picken, Esq.
  
  - Port Attorney Donald Bicknell, Jr., Esq.
  
  - Court Reporter Susan Kruger
- 4) Attendees of the Attorney/Client Closed-Door Executive Session will relocate from the Board Room to the Conference Room.

#### D. APPROVAL OF THE MINUTES

Documents:

[COVER SHEET.PDF](#)  
[7-19-18 REGULAR MEETING MINUTES.PDF](#)  
[07-26-18 EMERGENCY MEETING MINUTES.PDF](#)

#### E. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

#### F. CONSENT AGENDA

Documents:

[F CONSENT.PDF](#)

F.1. Financial Statements For June 2018

Documents:

[F-1 FIN STATEMENTS.PDF](#)

F.2. Financial Reports For June 2018

Documents:

[F-2 FIN REPORTS.PDF](#)

F.3. Cash And Investments For June 2018

Documents:

[F-3 CASH AND INVESTMENTS.PDF](#)

F.4. Accountant's Report For June 2018

Documents:

[F-4 ACCOUNTANTS REPORT.PDF](#)

F.5. Contract Renewals

Documents:

[F-5 CONTRACT RENEWALS.PDF](#)

F.6. Contract Report

Documents:

[F-6 CONTRACT REPORT.PDF](#)

F.7. Business Development

Documents:

[F-7 BUSN DEVELOPMENT.PDF](#)

F.8. Public Relations & Marketing

Documents:

[F-8 PUBLIC RELATIONS AND MARKETING.PDF](#)

F.9. Community Grants

Documents:

[F-9 COMMUNITY GRANTS.PDF](#)

F.10. Item For Ratification

Documents:

[F-10 ITEM FOR RATIFICATION.PDF](#)

F.11. Approval Of Southgate Complex Lease - Host Terminals, LLC

Documents:

[F-11 SOUTHGATE LEASE.PDF](#)

**G. DISTRICT REPORTS**

G.1. Executive Director's Report

Documents:

[G-1 ED REPORT.PDF](#)

G.2. Engineering Report

Documents:

[G-2 ENG REPORT.PDF](#)

G.3. Commissioner Report

Documents:

[G-4 COMM REPORT.PDF](#)

G.4. Governmental Affairs Report

Documents:

[G-3 GA REPORT.PDF](#)

**H. NEW BUSINESS**

H.1. Consideration Of Sister Port Agreement Between The Port Of Palm Beach And The Port Of Cap-Haitien

Documents:

[H-1 SISTER PORT AGREEMENT.PDF](#)

H.2. Approval Of District And Freight Tariffs

Documents:

[PORT TARIFF COVER SHEET 2018.PDF](#)  
[TARIFF NO 22.PDF](#)  
[RAIL TARIFF 8015 REVISED.PDF](#)

H.3. Consideration Of JPA #4 For On-Port Rail Expansion Project And Adoption Of Corresponding Resolution

Documents:

[H-3 JPA FOR RAIL EXPANSION.PDF](#)

H.4. Consideration And Selection Of Group Health Insurance Providers & Broker Of Record

Documents:

[H-4 HEALTH INSURANCE.PDF](#)

H.5. Approval Of General Insurance Renewal

Documents:

[H-5 INSURANCE RENEWAL.PDF](#)

I. OLD BUSINESS

I.1. Peanut Island Update

Documents:

[I-1 PEANUT ISLAND.PDF](#)

I.2. Approval Of Peanut Island Fumigation

Documents:

[I-2 PEANUT ISLAND FUMIGATION.PDF](#)

I.3. Award Of RFP For Food Service Provider

Documents:

[I-3 RFP FOR SERVICE PROVIDER.PDF](#)

J. COMMENTS FROM THE PUBLIC

K. COMMENTS FROM THE BOARD OF COMMISSIONERS

L. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting – Thursday, September 20, 2018 –  
4:00 p.m.

M. ADJOURNMENT

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**APPROVAL OF MINUTES  
ITEM C**

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**PREPARED BY:** Venice Howard District Clerk/Records Administrator August 16, 2018

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**SUBJECT:** Approval of the Minutes

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

*July 19, 2018 Regular Board of Commissioners Meeting  
July 26, 2018 Board of Commissioners Emergency Meeting*

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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**FINANCIAL IMPACT:** N/A

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**RECOMMENDATION:** The Board of Commissioners is respectfully requested to review, advise staff of any necessary changes and approve the minutes of the July 19, 2018 Regular Board of Commissioners Meeting and the July 26, 2018 Board of Commissioners Emergency Meeting.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

BOARD OF COMMISSIONERS  
PORT OF PALM BEACH DISTRICT  
Regular Board Meeting

- - -

Thursday, July 19, 2018

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

4:00 p.m. - 5:20 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair  
Peyton W. McArthur, Vice Chair  
Katherine M. Waldron, Secretary/Treasurer  
Blair J. Ciklin, Commissioner  
Manuel Almira, Executive Director  
Daniel Kirchman, Port Comptroller  
José R. Soler, Port Engineer  
Carl Baker, Director of Planning  
Ken Hern, Sr. Director, Seaport Operations  
and Security  
Jarra Kaczvara, Sr. Director, Business Development  
Gregory Picken, Port Attorney  
Venice Howard, District Clerk  
Aidy Alonzo, Communications Manager



1 MS. HOWARD: We have a quorum.

2 CHAIR ENRIGHT: Thank you.

3 Please, let's stand for the Pledge of  
4 Allegiance.

5 (Pledge of Allegiance recited.)

6 CHAIR ENRIGHT: You may be seated.

7 May I have approval of the minutes, please?

8 VICE CHAIR McARTHUR: So moved.

9 COMMISSIONER WALDRON: Second.

10 CHAIR ENRIGHT: Motion is properly moved and  
11 seconded. All in favor of the minutes, please say aye.

12 (A chorus of ayes.)

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

15 Mr. Almira, are there any additions,  
16 deletions, presentations or announcements?

17 EXECUTIVE DIRECTOR ALMIRA: Yes,  
18 Commissioner. We'd like to pull H.3 from the agenda.  
19 That's the approval of District tariff. We're still  
20 working on it, and we need additional time for public  
21 comments.

22 We also have two announcements. At the  
23 end -- we'll talk about this later, but at the end of  
24 the meeting, we need to set a budget workshop meeting  
25 for the following, that is for August's Board meeting.

1 So please keep that in mind when we're setting up for  
2 the next meeting.

3 And lastly, I received information that  
4 Commissioners Richards will not be able to make it  
5 today for our meeting.

6 CHAIR ENRIGHT: Thank you.

7 EXECUTIVE DIRECTOR ALMIRA: I'm done.

8 CHAIR ENRIGHT: Now let's go down to the  
9 consent agenda. Are there any additions, deletions, or  
10 do you want to pull anything?

11 VICE CHAIR McARTHUR: Madam Chair, I don't  
12 want to pull it, but I just want to make a comment.

13 I just want to compliment staff on the  
14 financial statements. It's amazing when you go through  
15 it how accurate our projection is to the actual. It is  
16 really amazing, and I just wanted to note that and  
17 compliment them. Thank you.

18 EXECUTIVE DIRECTOR ALMIRA: Thank you; thank  
19 you.

20 CHAIR ENRIGHT: Any others? Need to have a  
21 motion to approve the consent agenda.

22 VICE CHAIR McARTHUR: So moved.

23 COMMISSIONER WALDRON: Second.

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

25 MS. WALDRON: Aye.

1 CHAIR ENRIGHT: Motion carries, four/zero.

2 Thank you very much.

3 District Reports. Mr. Almira, Executive  
4 Report, please, F-1.

5 EXECUTIVE DIRECTOR ALMIRA: Thank you. Just  
6 got some last minute information, which is good,  
7 regarding the Vertex tower. Recapping, it looks like  
8 in -- we anticipate though the permit will be issued on  
9 August 2nd, after the August 1st Council meeting. It  
10 did have a, as you can read, they did have a Planning  
11 and Zoning Commission meeting back on July the 18th,  
12 and everything went very well. So at least we're  
13 moving in the right direction.

14 Commissioners, also, we received information  
15 and received a visit from an auditor from the FDOT  
16 consultant where they conducted a Project Grant  
17 Management Review of Berth 17, MOB demo, Master Plan  
18 and Berth 1 reconstruction. It was granted a clean  
19 bill of health. They found no exception. And as far  
20 as the Berth 17 project, their summary stated that they  
21 found no compliance issues related to the Port  
22 management of this particular project.

23 All right, back on June the 20th we had a  
24 tenant coffee meeting, as we try to do every quarter.  
25 This particular meeting our guest speaker was Pam

1 Maldonado. You may remember her. She came to our  
2 meeting. She's the Director of the League of Women  
3 Voters for Palm Beach County.

4           During that meeting we had several topics of  
5 discussion, including hurricane preparedness. Yes,  
6 we're back in the hurricane window. Berth 17, rail  
7 spur improvements, MOB demolition project, emergency  
8 dredging of the harbor, and of course, a reforecast for  
9 FY18 operating budget -- wow -- business development  
10 and publicity and community engagement. Needless to  
11 say, it went very well. Well attended. Our next  
12 meeting should be sometime in the month of September.

13           Continuing with good information, the good  
14 news, we received a check for slightly over \$66,000.  
15 This is in relation to the buffers, fenders and sea  
16 guards that we lost during Hurricane Irma.

17           Now it is our pleasure to introduce our  
18 newest member of our team. Her name is Lauren  
19 Williams.

20           If she can stand up, please? Lauren, where  
21 are you? There you are.

22           Lauren began to work with us on July the 5th.  
23 She will be handling our accounts payable and payroll.  
24 We welcome her to our team, and lots of luck in her  
25 journey here at the Port of Palm Beach.

1           Continuing with events, the Florida Ports  
2 Council meeting is upcoming September 5th and 6th in  
3 St. Petersburg, Florida. And of course, those of you  
4 who will be attending the AAPA 107th Annual Convention  
5 down in Valparaiso, Chile, that's on October 7th.  
6 That's just right around the corner, folks.

7           With that, Commissioners, are there any  
8 questions that I can answer? If not --

9           COMMISSIONER CIKLIN: Where's Paul?

10          EXECUTIVE DIRECTOR ALMIRA: Paul is  
11 celebrating his 50th wedding anniversary.  
12 Unfortunately, last weekend he had something wrong with  
13 his back and he actually had to go to the emergency  
14 room. So imagine flying from here to Milwaukee, which  
15 is, I think he says, five hours. He's probably taking  
16 a lot of happy pills to get through. He will be back,  
17 we hope, next Monday.

18          Any other questions, Commissioners?

19          CHAIR ENRIGHT: No. Thank you very much.

20          EXECUTIVE DIRECTOR ALMIRA: Thank you.

21          CHAIR ENRIGHT: Engineer Report. F-2,  
22 please.

23          MR. SOLER: Good afternoon, Commissioners. I  
24 will start off the Engineering Report for the projects  
25 taking place at the Port of Palm Beach with Berth 17.

1           You might as well remember that two of the  
2 items that are missing, are left to be completed on the  
3 water side is the construction of the dolphin  
4 structures. You can see in this photo taken today, the  
5 middle dolphin structure is already completed, even  
6 though the inner dolphin structure is still missing  
7 repairs for the concrete that was already poured, but  
8 it's in process.

9           On the east side, the two piles located on  
10 the -- in the east dolphin structure were already  
11 completed, the installation. The last one was done  
12 yesterday. We're expecting the final reports for the  
13 testing to be submitted shortly so AECOM can review  
14 them and provide approval for the installation.

15           You can see here in the inner and middle  
16 dolphin structures the bollards are already installed,  
17 as well as the catwalk to get to -- to access from the  
18 land side to the water side. This is a photo taken  
19 yesterday during the installation of the last pile on  
20 the east dolphin structure.

21           On the upland side, the subcontractor  
22 engaging the work on the asphalt pavement has been  
23 working this week full time. We expect to continue for  
24 the rest of the month.

25           Also, the electrical subcontractor performed

1 all the wiring for the new shore power station located  
2 on the north side of Berth 17. All the wiring has been  
3 already completed. The next activity related to  
4 electrical is to install all the equipment related to  
5 the shore power and the actual testing.

6 So far the schedule -- the contractor is  
7 working on their schedule. They expect a substantial  
8 completion date of September 15, 2018. This is very  
9 comfortable at this point. It's going to be performed  
10 accordingly, and we expect to have -- to not have any  
11 additional holdups in the project. If the substantial  
12 completion is performed by September 15, the final  
13 completion will be accomplished by October the 2nd.

14 Any questions related to Berth 17?

15 The next construction project taking place at  
16 the Port is the main spur improvement and what we call  
17 The Curve. Right now the spur number one and number  
18 two improvements are already completed. Tonight,  
19 Saturday and Sunday the contractor is going to install  
20 the last turnout located on spur number one. You can  
21 see here in the color blue. It's already been  
22 preassembled on the north side of the spur number one,  
23 and tonight it's going to be located in place and will  
24 be in use tomorrow morning by the rail operations crew.

25 This week we received the first inspection

1 from the City electrical inspector for the gate arms.  
2 He already performed the underground utility  
3 inspection, and we expect the final report for the  
4 electrical, for electrical inspection to be received  
5 soon, so that will allow us to go to FP&L for final  
6 connection of the gate arms that are located in the  
7 crossing between Avenue E and the rail system of the  
8 Port.

9 Any questions related to the report?

10 MOB. You might as well remember at the last  
11 Board meeting the Board approved the budget for the MOB  
12 demolition project. The Board approved the Executive  
13 Director to enter into a construction contract  
14 negotiation with the awarded contractor, West  
15 Construction.

16 West Construction submitted, filed for the  
17 permit with the City of Riviera Beach on the 28th of  
18 June, and right now we are waiting evaluation and a  
19 final determination by the City to provide us with a  
20 permit for the project.

21 CHAIR ENRIGHT: Excuse me.

22 MR. SOLER: Yes.

23 CHAIR ENRIGHT: Mr. Almira.

24 EXECUTIVE DIRECTOR ALMIRA: Thank you.

25 Commissioners, I'd like to bring you up to

1 date as to where this permitting process is at. West  
2 Construction went ahead and submitted one permit to  
3 accomplish both jobs, that is the demo and the pad. A  
4 week later we received a notice from the City rejecting  
5 this, the permit. They're citing that these are two  
6 separate projects, and as such, we should be requesting  
7 two separate permits, one for demolition and one for  
8 the pad.

9           It gets more interesting. When they  
10 mentioned the pad, they are now requesting a site plan,  
11 which in and of itself, now we're talking six months, a  
12 year, and who knows how much. That led to a meeting  
13 with Jeff Gagnon from the City Planning with Larry  
14 Smith and myself.

15           At the time, Mr. Gagnon went ahead and  
16 requested any additional information we had on the  
17 project. What he was looking for is apparently some  
18 sort of a schematic, that he could use that as a site  
19 plan. The following day we provided him with that  
20 information, and early this week we received  
21 notification that it will not be sufficient.

22           He would much prefer to again have two  
23 different permits, one for demolition and the second  
24 one, as I previously mentioned, the site plan for  
25 something that, as Carl mentioned earlier this morning,

1 way back when we built a building, the MOB, and it was  
2 not required to have a site plan. Now that we're  
3 tearing it down to build a pad, they're requesting a  
4 site plan.

5 It gets into a little bit more in depth  
6 planning and information. But suffice it to say that I  
7 spoke with Greg earlier this morning. I've been  
8 attempting to get ahold of the City Manager, to no  
9 avail; also, Dr. Botel, to no avail.

10 I'll ask Greg to bring his side of it, but my  
11 understanding was there was a meeting all set, all  
12 scheduled for this coming Tuesday, and now my  
13 understanding is that that meeting will no longer be  
14 held. Is that --

15 MR. PICKEN: Yes --

16 COMMISSIONER CIKLIN: I've got something  
17 before the attorney.

18 CHAIR ENRIGHT: Okay, go on, Commissioner.

19 COMMISSIONER CIKLIN: Yes, before, because I  
20 don't even know how the attorney's even, you know,  
21 getting involved in this.

22 This is something -- I mean I've been around  
23 for a long time. This has never been required in 30  
24 odd years, never. So the only thing our attorney  
25 should start thinking about is a lawsuit, because, you

1 know, we've given Rivera Beach, you know, the world,  
2 we're bending over backwards. This is, to me, the  
3 final straw.

4 Is somebody from CH2M Hill here? Maybe they  
5 could -- yes.

6 CHAIR ENRIGHT: Right. Thank you.

7 COMMISSIONER CIKLIN: I mean maybe I'm  
8 mistaken, but like I say, I usually have a pretty good  
9 memory. Could you tell me if I'm wrong about this?

10 EXECUTIVE DIRECTOR ALMIRA: Jim, introduce  
11 yourself.

12 MR. MOORE: Yes, Jim Moore with CH2M, now  
13 Jacobs.

14 Yes, Commissioner, historically, our previous  
15 Port project manager dealt with several projects,  
16 improvement projects here at the Port, the Slip 1  
17 improvements, the Southgate, the warehouse. Every time  
18 previously when an improvement project at the Port had  
19 been performed where we've gone to the City for  
20 building permits, anything that was characterized as  
21 land use or use was handled administratively,  
22 internally and a quick turnaround.

23 This one has kind of, seems to be a little  
24 bit more unique in their response at this point as far  
25 as how they want to handle and process the approval of

1 what is already a permitted use inside the Port's zone,  
2 designated industrial general zone. Both the building  
3 and the container yard and container activities are  
4 permitted uses in this area.

5 COMMISSIONER CIKLIN: Right, I mean it's a  
6 demolition. It's not like we're sending a rocket to  
7 the moon or something.

8 MR. MOORE: Correct. We're taking the  
9 building down and we're converting it to three acres of  
10 heavy duty asphalt that will be ready for addition of  
11 reefer plugs in the future for the tenant. But  
12 basically, it's just cargo lay-down, is what it's being  
13 converted to.

14 COMMISSIONER CIKLIN: Exactly.

15 How long have we been trying to get ahold of  
16 the City Manager?

17 EXECUTIVE DIRECTOR ALMIRA: Since the  
18 beginning of the week when we learned about this,  
19 which --

20 COMMISSIONER CIKLIN: She doesn't call us  
21 back or --

22 EXECUTIVE DIRECTOR ALMIRA: Unfortunately,  
23 no.

24 COMMISSIONER CIKLIN: Of course not. Well,  
25 go ahead.

1 CHAIR ENRIGHT: Commissioner Waldron.

2 COMMISSIONER WALDRON: Yes, I just want to  
3 echo Commissioner Ciklin's frustration, and I agree  
4 with him.

5 But Mr. Almira, would you have any ideas  
6 about why this is happening --

7 EXECUTIVE DIRECTOR ALMIRA: Not really --

8 MS. WALDRON: -- that you would like to --

9 EXECUTIVE DIRECTOR ALMIRA: -- other than to  
10 say that when I met with Jeff Gagnon, he had not  
11 received -- in fact, to be perfectly honest with you,  
12 wasn't even aware that the permit had been rejected.  
13 It was someone that reported to him that submitted it.  
14 So essentially what he told us was -- us, meaning Larry  
15 Smith and myself -- he said: Look, let me look into  
16 this, and please provide me with all the information.

17 The only -- and I wish I had it with me, but  
18 the only signal that he mentions in the e-mail is that  
19 because this is going to take over three acres, he  
20 needs, or the Planning requires a site plan  
21 development.

22 So, you know, in your folders there's the  
23 Interlocal Agreement, and you clearly see that this is  
24 an acceptable, and we are our own ownership. We're our  
25 own government. And for them to turn it down, this is

1 getting a little --

2 COMMISSIONER WALDRON: Tedious.

3 EXECUTIVE DIRECTOR ALMIRA: Yes. So I agree  
4 with you, honestly. My staff knows that I said the  
5 same thing. It's time to take the gloves off. I mean  
6 we've got nothing to lose. And in the meantime, in the  
7 meantime, here we are, about to give them \$288,000 for  
8 a -- what you do call it?

9 MR. HERN: Security upgrades to  
10 ShotSpotter --

11 CHAIR ENRIGHT: I don't think so, uh-uh.

12 MR. HERN: -- and tactical.

13 EXECUTIVE DIRECTOR ALMIRA: Of which they  
14 would only -- they're required to match 72,000 of it.  
15 So, so much for one of their Council people to say  
16 that, well, we won't give them anything. What do you  
17 mean we don't give you anything?

18 COMMISSIONER CIKLIN: We've given them, what,  
19 millions of dollars in the last --

20 CHAIR ENRIGHT: Commissioner McArthur.

21 EXECUTIVE DIRECTOR ALMIRA: How much would  
22 you say, 2.5?

23 MR. HERN: At least.

24 EXECUTIVE DIRECTOR ALMIRA: At least 2.5  
25 over, you know, some period of time.

1           CHAIR ENRIGHT: Commissioner McArthur,  
2     please.

3           VICE CHAIR McARTHUR: Excuse me. I have a  
4     suggestion. Could we direct staff to work with our  
5     attorney and CH2M Hill? I mean first we have to  
6     determine if anything has changed in City requirements  
7     that might justify their change in attitude. And if  
8     not, then we need to and I would certainly support  
9     moving forward with considering the possibility of  
10    suit. Maybe we could send them a letter notifying them  
11    of our intention to file suit and let them respond.

12           But I mean I think first we have to determine  
13    if there's any basis for their denial, if something has  
14    changed either in State laws or at the City, you know,  
15    before we assume that they're being difficult. But I  
16    mean I think we need to make that determination one way  
17    or another and proceed.

18           CHAIR ENRIGHT: My comment is that I agree  
19    with all the Commissioners, but I would do it a little  
20    bit differently. First, I would see if there are any  
21    Federal laws or State laws changed, because I cannot  
22    see any laws in the City changing unless they just  
23    bring them up overnight. You know, you can write  
24    anything behind the curtains.

25           So in essence, I feel we should move forward

1 and we should not be handing over or doing anything  
2 else until we get this screened now. We have been more  
3 than nice and kind. We've gone backwards, we've  
4 (inaudible) with everything we've done with the City,  
5 and I think it is time that we need to stand up. And  
6 we've given them over, what, \$2 million for the Police  
7 Department and things like that?

8 Have we told them -- have we ordered the  
9 material and everything for them, Mr. Hern?

10 MR. HERN: No, we have not finalized the MOU  
11 that you would have had to approve prior to us --

12 CHAIR ENRIGHT: So they just requested,  
13 right?

14 MR. HERN: It's a project that's been in the  
15 works for a couple of months.

16 CHAIR ENRIGHT: Right, so they requested. So  
17 I think we should go for it, Mr. Almira. I think my  
18 fellow Board members would like for you and Mr. Picken  
19 to try to solve this, whatever it is, in the next,  
20 what, as soon as possible. And then if not, I know my  
21 fellow Commissioners will agree that we need to file a  
22 lawsuit and sue them and don't do any other business.

23 EXECUTIVE DIRECTOR ALMIRA: There is --  
24 there's some deadlines that we have to meet here.

25 CHAIR ENRIGHT: I know that.

1 EXECUTIVE DIRECTOR ALMIRA: Not the least of  
2 which is we have to sign a contract with West  
3 Construction Company. And they've given us 90 days,  
4 and we've exhausted about, what, 30 by now? So we have  
5 only 60 days. That's simple. That we can sign.  
6 That's not the problem.

7 But there are other deadlines that this  
8 contract calls for, and it involves Tropical Shipping.  
9 I am scheduled to meet with Tropical Shipping to at  
10 least alert them of what's happening here. But suffice  
11 it to say for now, Commissioners, is that this has to  
12 be done. It's an emergency. That's it. I don't want  
13 to hear --

14 CHAIR ENRIGHT: And you have not talked to  
15 anyone there? No one has communicated with you, right?

16 EXECUTIVE DIRECTOR ALMIRA: Other than Jeff  
17 Gagnon and his e-mails.

18 CHAIR ENRIGHT: And the City Manager. What  
19 about any of the Council members? Have you --

20 EXECUTIVE DIRECTOR ALMIRA: Botel, I  
21 attempted to call her. She's in some kind of a town  
22 hall meeting this afternoon, and I was told there's a  
23 very good chance that she'll call me tomorrow, not  
24 today.

25 CHAIR ENRIGHT: Okay, I get it tonight.

1 EXECUTIVE DIRECTOR ALMIRA: Sorry?

2 CHAIR ENRIGHT: I can call three tonight;  
3 I'll call three tonight, and I'll get back with you,  
4 and then you and Greg can do whatever you --

5 COMMISSIONER CIKLIN: Let's hear from Greg.

6 CHAIR ENRIGHT: -- right, you and Greg, okay?

7 MR. PICKEN: A few comments. First of all,  
8 we had -- isn't that on?

9 A few comments. I was called by Larry Smith,  
10 and Larry had contacted Attorney DeGraffenreidt and  
11 asked for a meeting, and we got confirmation of the  
12 meeting for Tuesday morning at 11:00. And I would say  
13 within about an hour, we got another e-mail that  
14 canceled the meeting.

15 So then I want to comment on the permits.  
16 What I understood Manny to tell me this morning was  
17 that they were going to issue the demolition permit,  
18 which I think was positive. It would at least be able  
19 to get things moving.

20 But I wanted to point out that there are  
21 things in our Interlocal Agreement, some of which are  
22 no longer valid because of State laws that have been  
23 passed that have superseded it. But one thing that is  
24 in there is that the Port does its own site planning.  
25 And to my knowledge, we've never had a situation where

1 we've had to go and get a site plan review or approval  
2 from the City.

3 And I also want to point out this is  
4 horizontal construction. This isn't -- we're not  
5 building a building. This is horizontal construction,  
6 just like our slips, the berths that we construct and  
7 other cargo lay-down areas that we've done, the  
8 Stonerock area, just, you know, areas throughout the  
9 Port where we've done this kind of work. So this is  
10 new. Not aware of any change in law as to that at the  
11 Florida level or even at the City level.

12 But we do -- there may be only a few things  
13 that are still enforceable under the Interlocal  
14 Agreement. I'm certain the City doesn't want us  
15 expanding to the north, right? And I think -- and the  
16 site plan authority is still in there.

17 So we were hoping that we could have that  
18 discussion with Attorney DeGraffenreidt, but that  
19 meeting was canceled. They did say he would be calling  
20 us. No timeframe on that. But anyway, I wanted to  
21 bring you up to date on those aspects.

22 CHAIR ENRIGHT: I just have a question.

23 MR. PICKEN: And as Manny says, we can talk  
24 to West Construction and have some -- you know, work  
25 out some sort of agreement where we sign the contract

1 with them, but it's subject to getting the second part  
2 of the permit. In other words, go ahead, when we get  
3 the permit for demolition, go ahead with that, but that  
4 the Port isn't obligated to proceed with the horizontal  
5 work until it's properly -- until we get the permits  
6 from the City.

7 And we can have conversations with Tropical.  
8 They're not -- you know, these aren't happy  
9 negotiations and nobody's going to be thrilled with  
10 this possibility, but at least we have something that  
11 we can do.

12 And I agree with what the Board has said here  
13 about continuing to make grants and continuing to get  
14 told no when we ask for something.

15 Right now I'm assuming that we're still using  
16 the Riviera Beach Police.

17 EXECUTIVE DIRECTOR ALMIRA: We are.

18 MR. PICKEN: In addition to the grants that  
19 we make, we're still using the Riviera Beach Police for  
20 security, which I think is a substantial amount of  
21 money. And in the past we've talked to the Sheriff's  
22 Office about coming in, and they may have been --  
23 Sheriff's Office, I don't know whether they would be  
24 less expensive now, but it could be something also that  
25 the Port could look into.

1 CHAIR ENRIGHT: I just have a question. Do  
2 you have any idea when their next meeting, City Council  
3 meeting will be held?

4 MR. PICKEN: I do not.

5 VICE CHAIR McARTHUR: It's usually the first  
6 and the third Wednesday.

7 CHAIR ENRIGHT: Okay, so it was yesterday?

8 VICE CHAIR McARTHUR: Probably that's when it  
9 would normally be scheduled, the first and the third  
10 Wednesday. Madam Chair --

11 CHAIR ENRIGHT: Yes.

12 MR. PICKEN: Yes, I don't know when the City  
13 schedules its meetings.

14 CHAIR ENRIGHT: Murphy? There was someone in  
15 the audience with their hand up.

16 MR. PICKEN: Oh, I'm sorry.

17 CHAIR ENRIGHT: Yes. I can recognize you,  
18 Mr. Murphy.

19 MR. MURPHY: The last Commission meeting was  
20 last night.

21 CHAIR ENRIGHT: It was last night, okay.  
22 Thank you very much. So the next meeting --

23 VICE CHAIR McARTHUR: I'd just like to point  
24 out that public safety is of acute interest to the City  
25 of Riviera Beach. We obviously have known what's been

1 going on, and these grants should be of the utmost  
2 importance to them. So I mean it's not like we would  
3 be withholding party favors.

4 They need all the assistance in this area  
5 that we could provide, or the State of Florida, for  
6 that matter, could provide. So I mean I think we do  
7 have some leverage. I would hate to have to use it,  
8 but if they, you know, force us into a corner, then  
9 we'll have to do what we'll have to do.

10 MR. PICKEN: And I would also like to make  
11 this part of the written record. And Mr. Hern is  
12 absolutely correct when he says that what the most  
13 important thing is in regard to these grants is Port  
14 security. And we need to -- I'm sure the Port will  
15 always do what is necessary to ensure Port security,  
16 and we wouldn't hold security grants hostage in any way  
17 if it endangered or if it created security risks for  
18 the Port.

19 CHAIR ENRIGHT: Commissioner.

20 COMMISSIONER CIKLIN: All right, so what we  
21 need to do, I feel, is figure out when we can have an  
22 emergency meeting next week. And if the City doesn't  
23 come up with the permits by next Thursday, Friday, then  
24 we need to have an, either an executive session or  
25 something, because we're just going to have to, you

1 know, spend a lot of money on our lawyers. The City is  
2 going to have to spend more money; they've already  
3 spent millions fighting, you know, ridiculous things.

4 But I mean I've kind of reached the plateau.  
5 I'm usually pretty calm about things like this, but now  
6 it's getting to a point that I'm almost insulted on how  
7 they are treating another governmental agency. It's  
8 like we're an adversary, and they just, you know --  
9 well, you know, no one will talk to us, the attorney is  
10 too busy, the City Manager is not available. I mean,  
11 come on. If it was on the other hand, we would bring  
12 it up in one day if they needed something.

13 So as one Commissioner, I've reached my  
14 limit. And we need to have an emergency meeting, and  
15 you know, go to court, get a judge, do something. So I  
16 mean I'm willing to give them next week, but if it  
17 doesn't happen, you know, then let's, you know --

18 CHAIR ENRIGHT: So Mr. Almira, will you and  
19 Greg and Mr. Larry Smith try to work something out and  
20 then get back with us ASAP, because if that be the  
21 case, and we're talking about hopefully by Wednesday  
22 you should know something, and then we'll call a  
23 meeting. And hopefully I know we should be able to get  
24 a quorum, three people --

25 COMMISSIONER CIKLIN: I'm in.

1 EXECUTIVE DIRECTOR ALMIRA: We would need  
2 to --

3 CHAIR ENRIGHT: -- to make it work.

4 EXECUTIVE DIRECTOR ALMIRA: -- schedule a  
5 meeting now.

6 CHAIR ENRIGHT: Right, I will --

7 EXECUTIVE DIRECTOR ALMIRA: And then --

8 CHAIR ENRIGHT: -- at the end.

9 COMMISSIONER CIKLIN: We can always cancel  
10 it.

11 CHAIR ENRIGHT: Right.

12 EXECUTIVE DIRECTOR ALMIRA: Then we can  
13 always cancel it.

14 CHAIR ENRIGHT: Right.

15 VICE CHAIR McARTHUR: If they follow their  
16 regular procedure, their next meeting would be on  
17 Wednesday, August 1st.

18 CHAIR ENRIGHT: Okay, so that would be a good  
19 time. They would have to deal with us.

20 VICE CHAIR McARTHUR: Basically, two weeks.

21 COMMISSIONER WALDRON: So do we want to  
22 schedule an emergency meeting now?

23 CHAIR ENRIGHT: I guess we can.

24 COMMISSIONER CIKLIN: Yes, we can --

25 CHAIR ENRIGHT: I mean we can do it now.

1 What would be a good date, Commissioners? We can just  
2 take a second.

3 MS. WALDRON: Thursday or Friday are fine  
4 with me.

5 CHAIR ENRIGHT: I'm free any day, whatever  
6 day. Just give me the day, I'll make it work.

7 MS. WALDRON: Let's do Thursday.

8 COMMISSIONER CIKLIN: Okay, yes. And we can  
9 cancel it if they --

10 CHAIR ENRIGHT: Next Thursday at 4:00.

11 MS. WALDRON: 3:00, 4:00 is fine.

12 CHAIR ENRIGHT: Would that be okay?

13 VICE CHAIR McARTHUR: As far as I know.

14 EXECUTIVE DIRECTOR ALMIRA: So next Thursday.

15 CHAIR ENRIGHT: At 4:00. And that will give  
16 us time and give you time to work it out. And I think  
17 you should put them on notice what we plan to do. We  
18 don't want to, but we're compelled to.

19 COMMISSIONER CIKLIN: Okay, good.

20 CHAIR ENRIGHT: Thank you very much.

21 Let's go with -- now, where are we? Finish  
22 up our engineer report, sir.

23 MR. SOLER: My last, obviously, related to  
24 the MOB. Since we're targeting to begin the demolition  
25 of the building, we have an antenna on the top of the

1 building that is owned by AT&T. So in order to remove  
2 the equipment from the building, AT&T has started what  
3 is called a COW, cellular on wheels. It's right now  
4 installed on Avenue E. It's already under use. So  
5 that allowed them to start the removal of all the  
6 equipment that is on top of the MOB building.

7 So there's nothing -- any additional  
8 questions related to MOB?

9 We'll move on to the emergency dredging.  
10 Recall the last Board meeting we were having the  
11 emergency dredging. It was contracted by the Army  
12 Corps of Engineers. The dredging was completed on June  
13 19.

14 On the same day, the Army Corps of Engineers  
15 did the survey for the area, and I'm happy to inform  
16 that all the material that needed to be removed was  
17 removed. And the actual final amount of material that  
18 was removed were 13,000 cubic yards. The original  
19 amount, the expected amount was 16,000, but the final  
20 amount, based on the actual payment to the contractor,  
21 was 13,000 cubic yards.

22 EXECUTIVE DIRECTOR ALMIRA: Let them know  
23 where it was deposited.

24 MR. SOLER: It was deposited, I think, on the  
25 north side of the inlet. Any questions related to the

1 emergency dredging?

2 CHAIR ENRIGHT: No.

3 MR. SOLER: Thank you.

4 CHAIR ENRIGHT: Thank you very much.

5 MR. PINSKY: Chairman, Commissioners, Richard  
6 Pinsky. And I only really have one or two updates to  
7 the report that's in your book.

8 The Port of Fort Pierce RFQ that's out, the  
9 County Commission is supposedly meeting on Tuesday and  
10 is going to make some decision on whether Derektor or  
11 the local investor group takes over the Port of Fort  
12 Pierce.

13 I did put an article in there also about the  
14 Miami, another new deep dredge that's coming down the  
15 road. Martin & Associates is going to get paid  
16 \$3 million to do another study, and then we'll see what  
17 the new Governor decides to do as far as diverting  
18 State resources to dredging Miami.

19 Any questions? But that's really all the  
20 update I have.

21 CHAIR ENRIGHT: Thank you very much.

22 MR. PINSKY: Thank you.

23 CHAIR ENRIGHT: Commissioner Report.

24 Commission Waldron, do you have anything for us?

25 COMMISSIONER WALDRON: On the Commerce Park,

1 I spoke to two of the three Mayors out in the Glades,  
2 and the South Bay Mayor specifically about the holdup  
3 on the contract, because that's kind of what's holding  
4 us up in terms of moving forward. So there was a  
5 Commission meeting yesterday, and I do not have an  
6 update because I haven't been able to talk to anybody  
7 about that, but the next meeting I'll have it.

8 CHAIR ENRIGHT: Thank you very much.  
9 Commissioner McArthur.

10 VICE CHAIR McARTHUR: No, ma'am.

11 CHAIR ENRIGHT: Thank you.

12 Mr. Almira, any additions?

13 EXECUTIVE DIRECTOR ALMIRA: G-1, I'd to  
14 provide an update. The steering committee met this  
15 past Tuesday. We agree that a memo of understanding  
16 should be drafted by the City Recs -- I mean the County  
17 Recs and Parks Department, and then they will send it  
18 to us so that we can review it and see what's in it.

19 Also, the Parks and Recs Department is  
20 working on a budget, because in their minds, this is  
21 going to create an additional expense, which is one of  
22 the things that the County is really, really concerned  
23 with. It's how much is it going to cost to operate  
24 those three facilities and where can they get  
25 additional, or should I say revenues from.

1           Among the things that are being tossed  
2 around, of course, is having a gift shop, holding small  
3 gatherings, and then above all, what they, everyone was  
4 very, very happy with was the ability to have  
5 children -- that is have as an opportunity to teach  
6 schoolchildren as well as tourists. Those were among  
7 the main topics that we discussed.

8           But the next one is really the one that I  
9 want to talk to my Board about. Florida Inland  
10 Navigational District, FIND, has available grants that  
11 can be used to improve the Peanut Island facility.  
12 However, because we have passed the current grant  
13 application cycle, and due to the length of time that  
14 it will take to resolve the maintenance and the  
15 ownership issue with the facility, FIND has suggested  
16 that the Port apply for the next grant, which would  
17 start on January 2011. The --

18           COMMISSIONER CIKLIN: 2019.

19           EXECUTIVE DIRECTOR ALMIRA: 2019, I'm sorry;  
20 2019. The time would be from January to May of, again,  
21 2019.

22           The grant award could be, if the Port applies  
23 for it, it could be as much as a million dollars.  
24 However, there is a match. It's usually 50 percent.  
25 So I'm just letting the Board know that this is just --

1 here's the key, and then if we walk away if, in fact,  
2 we choose to pursue this grant availability from FIND.

3 Now, with regards to the match, according to  
4 FIND, the Historical Society was certainly qualified  
5 for providing the match. There are other, others,  
6 let's call it other abilities to get match from, but  
7 this is what we're working on. And after all, this is  
8 the first official steering committee meeting.

9 The next meeting will be in August. By then  
10 we should have received, (a), a budget, (b), the  
11 memorandum of understanding, and (c), a better  
12 indication as to how much we should be applying for if  
13 we have been designated to go ahead and ask for the  
14 application.

15 FIND did mention that if it is the County,  
16 then the grant application can go up to as much as  
17 \$5 million. But because there's a time allotment here,  
18 it looks as if we're going to be the ones, if we  
19 choose, we're going to be the ones who are going to  
20 have to go after this particular grant.

21 COMMISSIONER CIKLIN: I have a question.

22 EXECUTIVE DIRECTOR ALMIRA: Just one last  
23 thing, Commissioners. So that everybody knows, the  
24 members are Karen Marcus; Eric Call, Parks and Recs;  
25 Bob Hamilton, Parks and Recs; Chuck Collins, Marine

1 Association; also, Mark Crosley, Jennifer Cirillo from  
2 FIND -- Mark Crosley is also the Executive Director, by  
3 the way, of FIND; Jim Berry, who's been appointed by  
4 Commissioner Mack Bernard; and Janet Zimmerman, who is  
5 the Assistant Director, Executive Director of FIND.

6 COMMISSIONER CIKLIN: I --

7 MS. WALDRON: I have a question too.

8 CHAIR ENRIGHT: Commissioner Ciklin.

9 COMMISSIONER CIKLIN: I don't understand  
10 about this grant. If we can't apply until January,  
11 what's the difference if we do it or the County does  
12 it?

13 EXECUTIVE DIRECTOR ALMIRA: Well, the  
14 prevailing thought is that we're not going to have --  
15 oh, I missed a real good point here, but we're not  
16 going to have a lease with the County between now and  
17 January. They're going to be working things out, and  
18 they will have to then go to the County and get an  
19 approval for the lease. But here's -- my apologies --  
20 here's the main point. In order for the County to  
21 apply for a grant, they must have a lease that is  
22 25 years long; 25 years.

23 COMMISSIONER CIKLIN: So what's the problem  
24 with that?

25 EXECUTIVE DIRECTOR ALMIRA: I mean I had the

1 same attitude as you did, so what? I mean we'd be more  
2 than glad.

3 COMMISSIONER CIKLIN: Ninety-nine years. It  
4 doesn't matter to me.

5 EXECUTIVE DIRECTOR ALMIRA: I realize it, but  
6 I just wanted to make sure that that point was covered.  
7 So again, Commissioner, the prevailing thought was they  
8 will not have a lease by January. Therefore, if they  
9 want to get together --

10 COMMISSIONER CIKLIN: That's September,  
11 October, November. That's five months.

12 EXECUTIVE DIRECTOR ALMIRA: Well, I can only  
13 repeat what I heard from the County folks.

14 COMMISSIONER CIKLIN: My feeling -- Peyton  
15 would know better -- is that for five months, you would  
16 think they could come up with --

17 VICE CHAIR McARTHUR: They don't want to.

18 COMMISSIONER CIKLIN: Well, that's --

19 CHAIR ENRIGHT: They don't want to; they  
20 don't want to.

21 COMMISSIONER CIKLIN: Go ahead, what do  
22 you --

23 CHAIR ENRIGHT: Commissioner Waldron.

24 COMMISSIONER WALDRON: So just in terms of  
25 general plans here, are we doing enough outreach to the

1 community, such as Town of Palm Beach, West Palm Beach,  
2 Riviera, to let them know, you know, kind of where we  
3 are, what we're thinking, just to kind of get their  
4 buy-in so they know that we're --

5 EXECUTIVE DIRECTOR ALMIRA: Sure.

6 MS. WALDRON: -- we care about their opinion?

7 EXECUTIVE DIRECTOR ALMIRA: Karen Marcus is  
8 pretty much involved with that, going into this  
9 outreach. She obviously represents the Civic  
10 Association, so they are --

11 MS. WALDRON: I'm sure now --

12 EXECUTIVE DIRECTOR ALMIRA: -- by now they  
13 should be aware of it. She also mentioned and asked  
14 permission -- of course, she has it -- to contact each  
15 of you to provide you with updates. We can pursue it  
16 with particularly the Township or Singer Island and all  
17 of that community. It's a good idea. But my  
18 understanding is that that's pretty much -- she's  
19 holding the baton, and she's going to pursue that.

20 COMMISSIONER WALDRON: Okay, just as long as  
21 we're including like, you know, all the communities,  
22 including -- like I know Mayor Koutzen's here, so  
23 you're probably including her, or at least she's in the  
24 loop somewhat too, right? So --

25 EXECUTIVE DIRECTOR ALMIRA: I don't see her.

1 MS. WALDRON: She's right there, Myra.

2 EXECUTIVE DIRECTOR ALMIRA: Okay, right  
3 there. All right, definitely. We definitely will.

4 CHAIR ENRIGHT: I guess my question to you is  
5 with the match. The match has to come from our  
6 revenue? We cannot have maybe another nonprofit or  
7 some -- it has to come from our revenue?

8 EXECUTIVE DIRECTOR ALMIRA: No, no. This is  
9 when I mentioned the Historical Society could also --

10 CHAIR ENRIGHT: So we can apply for the  
11 grant --

12 EXECUTIVE DIRECTOR ALMIRA: Yes.

13 CHAIR ENRIGHT: -- and then they get a  
14 million dollars or two or whatever, and then they'll  
15 say, hey, if you get two, you need to match it 50  
16 percent, so the Port has to come up with one. Now, my  
17 question is we can get the Historical Society to come  
18 up with the one for us? It would have to come from our  
19 revenue. Am I correct?

20 EXECUTIVE DIRECTOR ALMIRA: If we cannot get  
21 a match, then it would have to come from the Port's  
22 revenue if we choose to use that grant.

23 COMMISSIONER WALDRON: It can't be in kind at  
24 all? It's just all cash?

25 EXECUTIVE DIRECTOR ALMIRA: I don't know the

1 answer to that.

2 CHAIR ENRIGHT: But what I'm saying is if we  
3 have a company to say, hey, or a society to say we will  
4 give the Port a million dollars, so I guess the bottom  
5 line is it can come from another entity --

6 EXECUTIVE DIRECTOR ALMIRA: Yes.

7 CHAIR ENRIGHT: -- that gives the Port the  
8 money --

9 EXECUTIVE DIRECTOR ALMIRA: Yes.

10 CHAIR ENRIGHT: -- to make it work.

11 EXECUTIVE DIRECTOR ALMIRA: The match.

12 CHAIR ENRIGHT: The match.

13 EXECUTIVE DIRECTOR ALMIRA: Yes.

14 MS. WALDRON: That's why he mentioned the  
15 Historical Society.

16 CHAIR ENRIGHT: Right, and we can look at --  
17 so there are many others.

18 VICE CHAIR McARTHUR: Madam Chair.

19 EXECUTIVE DIRECTOR ALMIRA: There are other  
20 avenues out there.

21 CHAIR ENRIGHT: Okay, so it's not like the  
22 money's going to come from our revenue, from our  
23 budget --

24 EXECUTIVE DIRECTOR ALMIRA: Well --

25 CHAIR ENRIGHT: -- if we can get it from

1 somewhere else.

2 EXECUTIVE DIRECTOR ALMIRA: Right. There are  
3 other avenues for revenue source, and that's, again,  
4 this is the steering committee, you know, putting so  
5 many different things together. So I hope that by  
6 August I'll have much, much more accurate information  
7 and --

8 CHAIR ENRIGHT: And I guess one more thing.  
9 I guess this is spinning on another wheel. Since we  
10 have Mr. Pinsky over there in Tallahassee and it's for  
11 the County and this is an historical site, you should  
12 be able to get some money from someone up there to  
13 bring it back. You can bring us some dollars back.  
14 No, I'm serious, because the whole county will --

15 MR. PINSKY: State recreation.

16 CHAIR ENRIGHT: -- will benefit from this.

17 MR. PINSKY: Absolutely.

18 CHAIR ENRIGHT: Okay, if you can check into  
19 that --

20 VICE CHAIR McARTHUR: Madam Chair.

21 CHAIR ENRIGHT: -- get busy.

22 Go on.

23 VICE CHAIR McARTHUR: Just a couple things.  
24 The OFMB, the County Finance Department and Eric Call,  
25 the number they're kicking around is that the operation

1 will cost \$150,000 a year. I think we need to be real  
2 careful in assuming that the Historical Society can  
3 come up with that kind of money. I don't think they're  
4 as flush and we may think they are. I think we need to  
5 do a little more work on that before we make any  
6 assumptions.

7           The other thing is on the committee. As I  
8 spoke to Mr. Almira previously, I'd like the MOU,  
9 either in the MOU or otherwise, I think, because there  
10 are so many people on the island, in the cities and  
11 nature enthusiasts that have a deep passion for Peanut  
12 Island, I think those meetings should be open. I don't  
13 see any reason why they should be closed or secret.  
14 They're all representing governmental entities, and  
15 they can't take any action anyway. They're going to  
16 bring it back to their respective Boards and the Boards  
17 are going to make the policy.

18           So I would like very much for this Board to  
19 give the direction to the Director that we think those  
20 meetings should be open to the public. Not that the  
21 public has to participate in every sentence, but the  
22 meetings should be open to the public.

23           CHAIR ENRIGHT: Commissioner Ciklin.

24           COMMISSIONER CIKLIN: I agree with the first  
25 thing that Commissioner McArthur said, but the second,

1 absolutely not do we want it to open up to the public,  
2 because then all those people that are on the committee  
3 now are going to walk. So we've got a small group  
4 that's going to get this done. If we open it up, we'll  
5 get, unfortunately, we'll get people in there that, you  
6 know, will just ruin the whole thing. So I'm totally,  
7 100 percent against that.

8           The second thing is that we need to get the  
9 County to step up. Like Peyton says, you know, this is  
10 not going as smooth as I envisioned it. The Port is  
11 not going to take the lead on this, you know, and if it  
12 comes down to it, you know, we'll just, you know, we'll  
13 have to just close the island. But they can't expect  
14 us, like you said, \$150,000 a year --

15           CHAIR ENRIGHT: We can't do it.

16           COMMISSIONER CIKLIN: -- you know, and start  
17 praying that someone's going to give us the money. So,  
18 you know, I thought that the County was going to step  
19 up and say we're going to do this, we'll find the  
20 money, and after the first meeting, it's kind of turned  
21 around. Now you, the Port, are going to have to do  
22 this. And that's not what we wanted.

23           This is the whole idea of getting the County  
24 involved, and this is something that's very important  
25 to me. So I think at the next meeting, I think that we

1 need to reiterate that, you know, this is going to be a  
2 County park, not a Port park with the County's help.

3 So I think that's very important at the next meeting.

4 EXECUTIVE DIRECTOR ALMIRA: Okay. May I ask  
5 a question?

6 CHAIR ENRIGHT: Yes, go on.

7 EXECUTIVE DIRECTOR ALMIRA: Commissioner  
8 McArthur, you mentioned 150,000. This is a number  
9 that's already floating out there?

10 VICE CHAIR McARTHUR: Yes, sir.

11 EXECUTIVE DIRECTOR ALMIRA: Is 150,000 to do  
12 what, to operate those three facilities?

13 VICE CHAIR McARTHUR: The maintenance, annual  
14 maintenance --

15 EXECUTIVE DIRECTOR ALMIRA: Maintenance.

16 VICE CHAIR McARTHUR: -- operation, yes, sir.

17 CHAIR ENRIGHT: You're saying they have  
18 already come up with a figure to restore the bunker and  
19 the house and everything, and after that is done,  
20 you're saying that --

21 VICE CHAIR McARTHUR: No, that has nothing to  
22 do with restoration. That's maintenance and operation.

23 CHAIR ENRIGHT: Just now?

24 VICE CHAIR McARTHUR: Yes.

25 CHAIR ENRIGHT: And so we have not even

1 looked at the entity --

2 VICE CHAIR McARTHUR: You know, and I don't  
3 think the County is in any hurry. I think, in fact,  
4 they're intentionally dragging their feet because they  
5 have some financial concerns as well.

6 The Constitutional amendment on the ballot  
7 for an additional homestead exemption is going to pass  
8 overwhelmingly, and it's going to cost Palm Beach  
9 \$28 million, and they're looking on where they're going  
10 to cut the budget. So the County Administrator is  
11 extremely reluctant to make any additional commitments,  
12 and she and I have had that conversation several times.  
13 But I know the Director of Parks really wants this to  
14 happen.

15 EXECUTIVE DIRECTOR ALMIRA: Yes, he does.

16 VICE CHAIR McARTHUR: And I'm sure he will do  
17 everything he can, but there are just a lot of  
18 competing interests right now.

19 But with all due respect to my colleague, I  
20 would like to make a motion to direct staff to make  
21 sure these meetings are open. If the motion fails,  
22 that's fine, but I think we should go on the record as  
23 to whether we want open meetings or we don't.

24 COMMISSIONER WALDRON: I'll second that.

25 COMMISSIONER CIKLIN: Under discussion.

1 CHAIR ENRIGHT: Discussion.

2 COMMISSIONER CIKLIN: All the members that  
3 are on there now do not want it open to the public.

4 COMMISSIONER WALDRON: What is the reason for  
5 that?

6 COMMISSIONER CIKLIN: Because you'll get in  
7 there, and you'll have a -- they'll be there all night,  
8 and it will be hours and hours and hours. This is just  
9 a small group that's trying to get this thing done. If  
10 we open it up to the public, they're all -- I can tell  
11 you for a fact that some people will bail. We don't  
12 want that.

13 CHAIR ENRIGHT: Commissioner, can't we do it  
14 this way, have a small, we'll call them the steering  
15 committee. They come up with plans and things of that  
16 nature, and then after they come up with how they plan  
17 we should do it and have steps and guidelines, then  
18 after that, then we open it to up to the public. Would  
19 that be okay? I mean --

20 COMMISSIONER CIKLIN: There's going to be  
21 plenty of time for the public --

22 CHAIR ENRIGHT: Right, I'm saying for the  
23 public to --

24 COMMISSIONER CIKLIN: -- to get involved.

25 CHAIR ENRIGHT: I mean they're trying to look

1 at all the different grants available, all the  
2 different companies. After they come up with ideas,  
3 then they will try to make it work and then bring it to  
4 all the municipalities, hey, this is what we have. So  
5 then we would have time to do it for the public. Am I  
6 correct?

7 VICE CHAIR McARTHUR: Madam Chair.

8 CHAIR ENRIGHT: Yes.

9 VICE CHAIR McARTHUR: I have a suggestion.  
10 Instead of assuming it's not going to work, why don't  
11 we have an open meeting. If it's a problem, they can  
12 come back to us, and I'll apologize and make a motion  
13 to close the meetings. But I don't think it will be a  
14 problem. It's not a problem here, matters under the  
15 public. I don't think it will be a problem there.

16 CHAIR ENRIGHT: Our attorney, Mr. Picken.

17 MR. PICKEN: Yes. Of course, the steering  
18 committee would make proposals. Those proposals would  
19 be coming back to our Board for approval, and at that  
20 point, the members of the public would have an  
21 opportunity to comment on whatever it is that's being  
22 proposed to the Board to approve that was -- so I mean  
23 I don't think the idea is --

24 CHAIR ENRIGHT: So they're considered a  
25 steering committee. Come up with the ideas, and then

1 they will bring it to us. And after they bring it to  
2 us, then we can have an open meeting of all the  
3 entities --

4 MR. PICKEN: That's how it works, yes.

5 CHAIR ENRIGHT: -- and give them our plans  
6 and we go from there.

7 COMMISSIONER WALDRON: Well, I'll --

8 VICE CHAIR McARTHUR: Madam Chair, I'd like  
9 to call the question.

10 CHAIR ENRIGHT: Commissioner Waldron, then  
11 Commissioner McArthur and then --

12 COMMISSIONER WALDRON: Well, I guess my issue  
13 with that is it's kind of pushing out to the public  
14 what it is we want you to agree to as opposed to asking  
15 for the public's input, if they're interested. And you  
16 know, that's my concern, is that we're not allowing the  
17 public to be as involved as they could be, so --

18 CHAIR ENRIGHT: I guess my concern is we  
19 might be so open-ended, they can be there all night. I  
20 remember years ago when we were trying to get  
21 everything done in H Street, I mean the meetings would  
22 go so long and we would get all kind of folks from the  
23 city, and then we'd get other people -- I'm not going  
24 to name names -- and they would just draw the meeting  
25 out and it was like there was never an end. So then we

1 ended up getting small, little committees and people  
2 coming up with ideas, and then they would give it to  
3 the body.

4 So maybe we can do it that way, that the  
5 steering -- the committee we have now can work things  
6 out, and then they would, after they come up with  
7 ideas, then present it to the public. Would that be  
8 okay? I mean it's the same thing, because in the  
9 public -- the steering committee is not the -- they're  
10 not the bible in that they would have to still consider  
11 public input. Does that make sense.

12 COMMISSIONER WALDRON: Are you thinking  
13 there's going to be hundreds of people showing up at  
14 these meetings?

15 COMMISSIONER CIKLIN: Yes. The first meeting  
16 they had, there were tons of people, and I heard  
17 nothing but complaints from some of the people that  
18 said this isn't going to work. So, you know, they know  
19 better than me; I wasn't there.

20 But they said -- but trust me, there's going  
21 to be so much time for the public to get -- once we  
22 figure out where the money's going to come from. Let's  
23 get the stuff done, and then we can open it up. But  
24 before we even have, you know, any agreements or where  
25 the funds are coming, it's a bad idea.

1 VICE CHAIR McARTHUR: Madam Chair, I'd like  
2 to call the question.

3 CHAIR ENRIGHT: Call the question.

4 VICE CHAIR McARTHUR: Call the vote.

5 CHAIR ENRIGHT: Call the vote. Okay, let's  
6 vote. All in favor, please say aye.

7 MS. WALDRON: Aye.

8 VICE CHAIR McARTHUR: Aye.

9 COMMISSIONER CIKLIN: Opposed.

10 CHAIR ENRIGHT: Well, we have a tie.  
11 Opposed.

12 COMMISSIONER CIKLIN: Opposed.

13 CHAIR ENRIGHT: Two.

14 COMMISSIONER CIKLIN: It fails, two to two.  
15 Dies.

16 VICE CHAIR McARTHUR: Dies.

17 CHAIR ENRIGHT: Dies. I would like to see  
18 the committee continue and like for them to come up  
19 with a plan. Then after they have a little plan, then  
20 when they present it to the public, the public have to  
21 give their input. The committee cannot say we're the  
22 bible, because they have to come up here and bring it  
23 to us.

24 COMMISSIONER CIKLIN: All right, let's move  
25 along here.

1 CHAIR ENRIGHT: So that's what I would like  
2 to see them. Thank you very much.

3 EXECUTIVE DIRECTOR ALMIRA: All right, that's  
4 just an update.

5 CHAIR ENRIGHT: Let's go to the next one,  
6 G-2. Ms. Jarra.

7 MS. KACZWARA: Jarra Kaczwarra, Senior  
8 Director of Business Development.

9 Item G-2 is SSI Lubricants, LLC, approval of  
10 an MOC lease. I had a term sheet before you last  
11 month. I have the lease before you this evening. I do  
12 also have a few members from SSI here this evening at  
13 the Board meeting, and I'll be asking their COO, Carlos  
14 Arruza, to come up and introduce himself and say a few  
15 words after I present the item.

16 Just to recap a few items, the prime terms of  
17 the agreement, this is an agreement or a lease for this  
18 building, for the fourth floor, 3,529 square feet. The  
19 tenant originally only needed 2,600 square feet. We  
20 did ask them to take an extended area.

21 What you see before you is the complete  
22 leased area that they will be taking. We did ask them  
23 to take an extended area because we were unable to  
24 provide them a kitchenette area for their staff. So  
25 this extended area, the 822 square feet is additional

1 space that we asked them to take because we could not  
2 provide them the kitchen area.

3 Because of that, they have asked us to  
4 provide desk space for a few third parties. And I  
5 recall last month this was a point that many of you  
6 brought to my attention and had a few concerns about.  
7 So in the agreement, we are allowing them to enter into  
8 agreements with third parties to make use of offices,  
9 not to be considered assignments or subleases.

10 All third parties must meet security  
11 requirements of the lessor. The aggregate square  
12 footage to be used by the third parties shall not  
13 exceed 15 percent of the total square footage leased.  
14 The lessee shall indemnify the lessor for losses  
15 suffered by lessor as a result of the actions of said  
16 third parties and their invitees.

17 The lessee shall terminate any agreements  
18 within 15 days upon demand of the lessor, and the total  
19 charges by lessee to any third parties cannot exceed  
20 \$1.50 per square foot per month, plus the cost of  
21 services provided by the lessee to the third parties.  
22 And I think that all of those cover the concerns  
23 brought up by each Commissioner last month.

24 Moving along, the parking also came up. We  
25 are providing them 12 spaces, with no exclusivity, and

1 the Port has the ability to move those spaces if we so  
2 need to.

3 In the initial term, which is a three year  
4 term, the Port will have a revenue of \$195,000. There  
5 are three three-year renewal options. The base rent is  
6 \$18.45 per square foot. There is a three percent CPI  
7 increase. And the tenant will be responsible for  
8 janitorial, which is common in all of our leases. It's  
9 standard. Included in the rent, however, is water and  
10 electricity because that space is not metered  
11 separately. And those are the prime terms.

12 CHAIR ENRIGHT: Thank you. Job well done.  
13 Any comments?

14 COMMISSIONER CIKLIN: I guess we could hear  
15 from them for a couple minutes --

16 MS. KACZWARA: Absolutely.

17 COMMISSIONER CIKLIN: -- just to find out  
18 exactly what they do.

19 CHAIR ENRIGHT: Are they here?

20 MS. KACZWARA: Yes, absolutely.

21 Carlos, if you wouldn't mind coming up.

22 SSI is a bunker -- they provide bunkers or  
23 fuel to our tenants here at the Port, and they've been  
24 established here at the Port providing those services  
25 for 13 years.

1 COMMISSIONER CIKLIN: Nice.

2 MR. ARRUZA: Thank you, Jarra, for the  
3 introduction.

4 Good afternoon. My name is Carlos Arruza.  
5 As Jarra mentioned, I'm accompanied today by my sister  
6 and my brother.

7 We're a family owned wholesale petroleum  
8 business. We distribute fuel, lubricants and  
9 chemicals. We're the third generation of family  
10 members to be employed by our business. We've been,  
11 for our entire almost 55 year history, have been based  
12 here out of Palm Beach County.

13 And we were moving from our current space  
14 downtown because, you know, we believe that the Port is  
15 a better location for not only our business, but our  
16 future. We are looking forward to becoming a more  
17 integral part of the Port community here, and you know,  
18 look forward to hopefully all those extensions and many  
19 more.

20 COMMISSIONER CIKLIN: Does the price of fuel  
21 affect your business, or is that just passed on to  
22 the -- your tenants? Or has it been going up or --  
23 I've been kind of keeping an eye on it. It went up,  
24 came back down.

25 MR. BAKER: It's been pretty chaotic. And it

1 affects our business, just like it affects -- you know,  
2 we operate our own fleet trucks, so our costs go up,  
3 obviously, when we have to consume more expensive fuel.  
4 And obviously, if the price movements are -- if you  
5 have a lot of volatility in the market, then that can  
6 obviously impact you in a negative way if you get  
7 caught with inventory that all of a sudden becomes less  
8 valuable.

9 So we try to do the best we can in predicting  
10 what the market's going to do, but if we knew how to do  
11 it, we'd be global.

12 COMMISSIONER CIKLIN: Exactly.

13 I'll make a motion that we approve the lease.

14 VICE CHAIR McARTHUR: Second.

15 CHAIR ENRIGHT: Motion's been properly moved  
16 and seconded. All in favor, please say aye.

17 (A chorus of ayes.)

18 CHAIR ENRIGHT: Motion carries, five/zero,  
19 with Commissioner Richards --

20 COMMISSIONER CIKLIN: Four/zero.

21 CHAIR ENRIGHT: Four, with Commissioner  
22 Richards out of the room.

23 VICE CHAIR McARTHUR: Thank you.

24 CHAIR ENRIGHT: Thank you. Welcome.

25 MR. ARRUZA: Thank you very much. We're

1 excited to be a part of the community.

2 CHAIR ENRIGHT: Thank you very much, and  
3 thank you for coming.

4 MS. KACZWARA: Thank you.

5 CHAIR ENRIGHT: G-3.

6 VICE CHAIR McARTHUR: No, H-4; H-4. We  
7 skipped --

8 CHAIR ENRIGHT: Yes, we did; yes, we did.

9 MR. SOLER: Commissioners, the next item is  
10 G-3.

11 CHAIR ENRIGHT: G-3.

12 MR. SOLER: G-3 is the ratification of MOB  
13 demolition project payment to vendors for relocation of  
14 existing utilities. For the construction, the  
15 demolition and the construction and development --

16 VICE CHAIR McARTHUR: Madam Chair, motion to  
17 approve.

18 COMMISSIONER WALDRON: Second.

19 MR. SOLER: Thank you.

20 CHAIR ENRIGHT: All in favor, please say aye.  
21 (A chorus of ayes.)

22 CHAIR ENRIGHT: Motion carries, four, with  
23 Commissioner Richards out of the room.

24 New business, H.1.

25 MS. KACZWARA: Commissioners, item H.1.

1 Before you is a summary of our Strategic Plan that Port  
2 management has been working on. Please keep in mind  
3 this is just a summary, and we're asking you just to  
4 take a look at the basic fundamentals of this so that  
5 the Port staff can continue moving forward with the  
6 Port Strategic Plan.

7 The Strategic Plan will provide the Board  
8 approved direction for the Port and identify measurable  
9 goals for Port management. It will establish and  
10 provide planning tools for guiding the day-to-day  
11 direction, making -- excuse me. I'm sorry.

12 COMMISSIONER CIKLIN: Some water.

13 MS. KACZWARA: It will establish and provide  
14 planning tools for guiding the day-to-day decision  
15 making in moving the Port forward, changing our  
16 approaches and evaluating our overall Port progress.

17 The purpose of the Port Strategic Plan is to  
18 establish the Port's overall business objectives that  
19 create the goals for our future. These goals will be  
20 consistent with our mission and the foundation to  
21 develop the objectives and strategies to achieving our  
22 overall plan for our future.

23 The objective is to engage our Commissioners,  
24 staff, tenants and our community in developing a plan  
25 that reflects both Port values and those within our

1 community, a plan that addresses a changeable economic  
2 climate, domestic and international market  
3 opportunities, a safe and secure Port for our tenants  
4 and users, and observes the highest levels of  
5 environmental stewardship.

6 The outcome is to capture the Board's current  
7 strategic direction for the Port and its future  
8 outlook.

9 Our vision: To maintain a state of the art  
10 Port that is an integral part of the global  
11 distribution channels by sustaining economic vitality  
12 within the Port's trade and cruise region, while  
13 serving as an active partner to its local communities.

14 Our mission: The Port of Palm Beach will  
15 capitalize on existing and emerging business  
16 opportunities through strategic infrastructure  
17 improvements designed to enhance current services,  
18 create new opportunities, and maintain state of the art  
19 facilities.

20 By maintaining one of the safest, most  
21 efficient and fiscally responsible environments in  
22 which to operate, and being a conscious steward of its  
23 natural environment, the Port of Palm Beach will  
24 continue to be a significantly valued partner for its  
25 customers, stakeholders and global markets.

1           We believe our core values, our integrity,  
2 leadership and teamwork -- I won't go through all of  
3 these, but --

4           CHAIR ENRIGHT: Thank you.

5           MS. KACZWARA: -- this gives you --

6           CHAIR ENRIGHT: We appreciate all you've  
7 done.

8           MS. KACZWARA: This gives you a very good  
9 idea of what Port management truly sat and went through  
10 in doing our SWOT analysis and really trying to  
11 determine what our strengths were, where our weaknesses  
12 existed, the opportunities we believe are out there for  
13 us and where the threats lie.

14           CHAIR ENRIGHT: Any comments from the  
15 Commissioners?

16           COMMISSIONER CIKLIN: No. Sounds good.

17           VICE CHAIR McARTHUR: Jarra, I think this is  
18 the type of thing that really should be at a workshop  
19 where we could really have more information and go in  
20 depth and have comment. This is very nice, and it's a  
21 lot of bullets, and we've already read it, so we've  
22 gone through it. But I don't know it gives us the  
23 depth that -- you know, it's nice platitudes, and I  
24 agree with every word that's in here, but I don't know  
25 if it really tells us where the Port's going.

1 EXECUTIVE DIRECTOR ALMIRA: That's -- well,  
2 if I may.

3 CHAIR ENRIGHT: Go on.

4 EXECUTIVE DIRECTOR ALMIRA: If you recall,  
5 this is just a summary, Commissioner.

6 VICE CHAIR McARTHUR: Right.

7 EXECUTIVE DIRECTOR ALMIRA: What you will see  
8 next will be the individual Strategic Plan of all the  
9 projects that we will be working with. Now, my  
10 suggestion would be let us have that, and then perhaps  
11 in the very near future, then we can accomplish what  
12 you're requesting, which is a workshop that will be  
13 questions and answers. But right now, this is just,  
14 you know, the 500 foot level of what's needed, and now  
15 we go into the depth of each project.

16 CHAIR ENRIGHT: Okay.

17 VICE CHAIR McARTHUR: Thank you.

18 CHAIR ENRIGHT: And then we will receive that  
19 before the next Board meeting or --

20 EXECUTIVE DIRECTOR ALMIRA: I don't think so,  
21 Commissioner.

22 CHAIR ENRIGHT: -- maybe later on?

23 EXECUTIVE DIRECTOR ALMIRA: It's going to be  
24 later on.

25 CHAIR ENRIGHT: Okay, okay. Well, thank you

1 very much.

2 MS. KACZWARA: Yes.

3 CHAIR ENRIGHT: So we don't need to vote on  
4 this.

5 MS. KACZWARA: No, no, this is strictly  
6 informational. We just want to make sure that the  
7 Board is aware of the direction that we're moving so  
8 that we can proceed in putting together the strategies  
9 and objectives to follow these goals.

10 CHAIR ENRIGHT: Job well done. Thank you  
11 very much.

12 We'll proceed to --

13 VICE CHAIR McARTHUR: H.2.

14 CHAIR ENRIGHT: -- H.1.

15 COMMISSIONER WALDRON: H.2.

16 VICE CHAIR McARTHUR: It's 2.

17 CHAIR ENRIGHT: H.2, H.2, and then we -- H.2,  
18 go on.

19 MS. KACZWARA: H.2, I have two amendments for  
20 Florida Sugar & Molasses Exchange. I have a sixth  
21 amendment for Sugar and a tenth amendment for Molasses.

22 Both of them will extend -- both of them  
23 provide a ten year lease option extension from 2038 to  
24 2048. The reason they've asked for this is that they  
25 are exercising their option from 2018 to 2028.

1 Further, the tenth extension for Molasses  
2 provides that their CPI adjustment is consistent with  
3 that of Sugar, on November 1st, 2018 instead of being  
4 April 1st, 2019. So both the Sugar and Molasses will  
5 have their annual increases on November 1st every three  
6 years instead of them being staggered.

7 And the last provision for the tenth  
8 amendment for Molasses is that they are temporarily  
9 relinquishing the parcel that you see before you, which  
10 is 36,374 square feet. They will be relinquishing that  
11 back to the Port so that we can use it for storage  
12 purposes for our tenants. That will commence on  
13 September 1st, for a period of three years. Year to  
14 year thereafter, the Port can request that, and Florida  
15 Sugar & Molasses can either approve or deny that. We  
16 will be waiving the rent on that parcel, which is  
17 \$18,914.

18 VICE CHAIR McARTHUR: Madam Chair, motion to  
19 approve.

20 COMMISSIONER WALDRON: Second.

21 CHAIR ENRIGHT: Discussion.

22 COMMISSIONER CIKLIN: I have a question.  
23 What are we getting out of this by giving them this  
24 extra lease? I'm a little unclear. I see where we're  
25 going to get this, but then they could take it back

1 from us after three years? So what's the gist of why  
2 we are doing this besides being a nice guy?

3 EXECUTIVE DIRECTOR ALMIRA: May I --

4 CHAIR ENRIGHT: Go on.

5 EXECUTIVE DIRECTOR ALMIRA: -- because I'm  
6 not --

7 CHAIR ENRIGHT: Yes.

8 EXECUTIVE DIRECTOR ALMIRA: The land that you  
9 see there, that triangular piece is very valuable to  
10 another tenant. So what we'd like to do is exchange  
11 that footprint for another footprint.

12 COMMISSIONER CIKLIN: Okay.

13 EXECUTIVE DIRECTOR ALMIRA: And we will still  
14 be able to get some revenue out of that particular --

15 COMMISSIONER CIKLIN: That's what I was  
16 looking for. But the only thing is the three year  
17 thing.

18 EXECUTIVE DIRECTOR ALMIRA: That's all they  
19 are willing to relinquish. However, however, at year  
20 four, five, six it's a negotiation. You know, we'll  
21 ask for it, and most likely they'll give it back to us.

22 COMMISSIONER CIKLIN: All right.

23 CHAIR ENRIGHT: And one other question.  
24 During the ten years for the new lease, there are  
25 intervals in which we'll look at the economy, and if

1 things drop bottom, up or down or whatever, we will  
2 still be afloat?

3 EXECUTIVE DIRECTOR ALMIRA: I'm not sure --

4 MS. KACZWARA: I'm sorry, can you repeat  
5 that?

6 CHAIR ENRIGHT: For example, if something  
7 happens and molasses prices go up or down, do we have a  
8 scale which we will go up if the market goes up and  
9 down in the ten years?

10 MS. KACZWARA: We do have CPI increases in  
11 their agreement, yes, ma'am.

12 CHAIR ENRIGHT: Okay, for the entire ten,  
13 okay.

14 MS. KACZWARA: Yes.

15 COMMISSIONER CIKLIN: Call the question.

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

17 (A chorus of ayes.)

18 CHAIR ENRIGHT: Motion carries, four --

19 MS. HOWARD: Who made the motion and  
20 seconded?

21 MS. WALDRON: I did.

22 CHAIR ENRIGHT: Commissioner Waldron,  
23 Commissioner Ciklin. Motion carries, four/zero, with  
24 Commissioner Richards not here.

25 Thank you very much. Job well done.

1 Let's continue to H.4.

2 MS. KACZWARA: H.4 is cancellation of  
3 memorandum of lease with New Cingular Wireless.

4 VICE CHAIR McARTHUR: Motion to approve.

5 COMMISSIONER WALDRON: Second.

6 MS. KACZWARA: Thank you.

7 CHAIR ENRIGHT: Discussion. All in favor,  
8 please say aye.

9 (A chorus of ayes.)

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

12 H.6.

13 EXECUTIVE DIRECTOR ALMIRA: Six.

14 CHAIR ENRIGHT: Or H.5. Oh, there, I'm  
15 (inaudible) with this one. Let's talk about this.

16 EXECUTIVE DIRECTOR ALMIRA: Commissioner, H.5  
17 deals with our current parking company. As a result of  
18 having a second ship, and in order for them to maintain  
19 an acceptable turnaround time for those cars that are  
20 parked in Southgate, they have asked us to increase our  
21 participation, that is increase what we pay them by a  
22 single dollar. Our numbers indicate that this will be  
23 an impact of about between 20 to \$25,000 a year from  
24 the Port.

25 However, two things. One, we're negotiating

1 with the line that in that \$1, they should participate  
2 or they should give up 50 -- in other words, they  
3 should put up 50 cents, so that would reduce our  
4 amount. But also, secondly, with our new tariff, we  
5 are scheduled for a rate hike for parking in the month  
6 of January, and therefore, so this is just an absolute  
7 nominal amount. This will not impact the Port at all.

8 COMMISSIONER CIKLIN: So moved.

9 MS. WALDRON: Second.

10 CHAIR ENRIGHT: Discussion. All in favor,  
11 please say aye.

12 (A chorus of ayes.)

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

15 EXECUTIVE DIRECTOR ALMIRA: Thank you.

16 CHAIR ENRIGHT: Thank you.

17 H.6.

18 EXECUTIVE DIRECTOR ALMIRA: Who's H.6?

19 MS. WALDRON: That's the consulting --

20 CHAIR ENRIGHT: Public policy consultant.

21 VICE CHAIR McARTHUR: Motion to approve.

22 MS. WALDRON: Second.

23 COMMISSIONER CIKLIN: Second.

24 CHAIR ENRIGHT: Discussion. All in favor,  
25 please say aye.

1 (A chorus of ayes.)

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

4 H.7.

5 MR. SOLER: Commissioners, H.7 is approval of  
6 Interlocal Agreement with the Town of Palm Beach for  
7 the relocation of coral for the mitigation of Berth 1.  
8 As you know, our next plan in construction in the Port  
9 is to reconstruct Berth Number 1, and one of the  
10 requirements from State and Federal agencies is to  
11 relocate corals that are located at the bulkhead of the  
12 wall.

13 COMMISSIONER CIKLIN: Can you point up there  
14 and show us what you're talking about?

15 MR. SOLER: 427 feet of coral right here.

16 So in order for the Port to --

17 EXECUTIVE DIRECTOR ALMIRA: Proceed.

18 MR. SOLER: -- proceed with the construction,  
19 we have to relocate those corals. We have come to an  
20 agreement with the Town of Palm Beach in which we will  
21 be allowed to relocate those to their nursery, which is  
22 on the north side of the Breakers.

23 So in your Board books we have a copy of the  
24 actual agreement. So the relocation that we are  
25 required is for 300 stony corals located within the

1 bulkhead that are ten centimeters and up in diameter.  
2 The corals will be relocated by the Town of Palm Beach,  
3 and the Port will be reimbursing the cost of that  
4 relocation.

5 The agreement also allows the Town of Palm  
6 Beach to relocate secondary corals which are lower or  
7 less in diameter than ten centimeters from the wall to  
8 their nursery. These are some photos of the corals.

9 CHAIR ENRIGHT: Oh, wow.

10 COMMISSIONER CIKLIN: That's right outside  
11 the slip?

12 MR. SOLER: Yes.

13 COMMISSIONER CIKLIN: Wow.

14 MR. SOLER: Having been reminded by our  
15 attorney that this same agreement was performed when we  
16 did Slip 3, in which all the corals that were located  
17 in that wall were relocated to the Town of Palm Beach  
18 nursery.

19 COMMISSIONER CIKLIN: So moved.

20 COMMISSIONER WALDRON: I had a question. So  
21 when the corals are moved, what's the mortality rate?  
22 I mean does it all survive?

23 MR. SOLER: No. That's why we have to go  
24 through a monitoring process that will take for the  
25 next three years after all the -- after the corals are

1 relocated. And that is part of the actual requirement  
2 from the Building Department. So we have to maintain a  
3 search and survival rate of the --

4 COMMISSIONER WALDRON: And what is that rate?  
5 Do you know?

6 MR. SOLER: I don't have the number  
7 particularly right here, but I can actually get it and  
8 get back to you.

9 COMMISSIONER CIKLIN: He knows.

10 MR. WEBER: I can tell you. Robert Weber.  
11 I'm the Coastal Program Manager with the Town of Palm  
12 Beach.

13 After the first year, there was 85 percent  
14 survivability. After the second and third year, it  
15 dropped down to 60 percent, but that was not due to the  
16 transplants; that was due to other events like weather.

17 COMMISSIONER WALDRON: Okay, thanks.

18 VICE CHAIR McARTHUR: Thank you.

19 COMMISSIONER CIKLIN: Interesting.

20 COMMISSIONER McARTHUR: Mr. Soler, a  
21 question. Has our attorney -- I know we did the same  
22 agreement on Slip 3, but have you looked at the  
23 Interlocal Agreement?

24 MR. PICKEN: Yes, I drafted it.

25 VICE CHAIR McARTHUR: Okay, thank you.

1 MR. SOLER: Yes. And their agreement was  
2 already approved by the Council on the 10th, so once we  
3 secure the document, we can move forward with the  
4 relocation of the corals.

5 VICE CHAIR McARTHUR: Thank you.

6 CHAIR ENRIGHT: Can I have a motion?

7 COMMISSIONER WALDRON: Second. Do you need a  
8 second?

9 CHAIR ENRIGHT: All in favor, please say aye.  
10 (A chorus of ayes.)

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

13 Okay, H.8.

14 VICE CHAIR McARTHUR: Motion to approve.

15 COMMISSIONER WALDRON: Second.

16 CHAIR ENRIGHT: Discussion. All in favor,  
17 please say aye.

18 (A chorus of ayes.)

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

21 MS. WALDRON: See ya. Thanks for stopping  
22 by.

23 CHAIR ENRIGHT: I have no comment cards.

24 UNIDENTIFIED SPEAKER: Want me to press the  
25 button and let you out?

1 CHAIR ENRIGHT: I don't know. We're going to  
2 make you stay.

3 I have no comment cards from the public. I  
4 need to have -- I would like to have comments from the  
5 Commissioners. We'll start --

6 COMMISSIONER CIKLIN: Nothing.

7 COMMISSIONER WALDRON: No.

8 CHAIR ENRIGHT: Nothing? I just want to  
9 mention that -- yes, Mr. Picken.

10 MR. PICKEN: First of all, I want to thank  
11 the Board for approving the contract.

12 But I also need to request that -- this is at  
13 Don Bicknell's request -- that we have an executive  
14 session or an attorney-client session prior to the next  
15 regular meeting. Counsel is requesting advice with  
16 regard to pending litigation matters relating to  
17 settlement and negotiations and costs.

18 COMMISSIONER CIKLIN: Okay.

19 CHAIR ENRIGHT: Okay. Also, we have the  
20 meeting, if necessary, that we made for the City of  
21 Riviera Beach on next Thursday at 4:00. That's that  
22 meeting. In addition -- we cannot combine them, no --  
23 budget workshop.

24 EXECUTIVE DIRECTOR ALMIRA: In the following  
25 month.

1 CHAIR ENRIGHT: Okay.

2 EXECUTIVE DIRECTOR ALMIRA: Can I suggest  
3 that we do it an hour before the regular meeting?

4 CHAIR ENRIGHT: Okay, that will work. Okay.  
5 Any others?

6 The only thing I want to say, two things. We  
7 had one of the gubernatorial candidates here, Jeff  
8 Green, and because he was here, it was in line with our  
9 regular policies that if we have State or Federal  
10 candidates and they're running for office, that, you  
11 know, we always welcome them.

12 So with that in mind, I was going to draft a  
13 letter with all the Commissioners' signature inviting  
14 all the other candidates who are running for office,  
15 Democrat, Republican candidates, independent, whoever,  
16 if they want to come, they are also welcome. So I just  
17 wanted to to let the public and everyone know.

18 Any other questions?

19 Our next meeting will be held -- first we  
20 will have a special meeting --

21 EXECUTIVE DIRECTOR ALMIRA: Right.

22 CHAIR ENRIGHT: -- if necessary, on next  
23 Thursday, which is --

24 MS. HOWARD: 26th.

25 CHAIR ENRIGHT: -- the 26th at 4:00. Then on

1 August --

2 EXECUTIVE DIRECTOR ALMIRA: 16th.

3 CHAIR ENRIGHT: -- 16th, our regular meeting,  
4 followed by a special, prior to, attorney --

5 EXECUTIVE DIRECTOR ALMIRA: The budget  
6 workshop.

7 CHAIR ENRIGHT: Workshop?

8 EXECUTIVE DIRECTOR ALMIRA: The budget  
9 workshop.

10 CHAIR ENRIGHT: Budget workshop and  
11 attorney-client meeting on the same day.

12 MR. PICKEN: The budget workshop, then the  
13 regular meeting would open, then we go into the  
14 attorney-client meeting, and then we come back to the  
15 regular meeting.

16 CHAIR ENRIGHT: And you all are okay with the  
17 budget workshop, so we'll start around 3:00 with the  
18 workshop.

19 MS. WALDRON: On the --

20 CHAIR ENRIGHT: That's on the 16th, August  
21 16th.

22 COMMISSIONER WALDRON: The 16th, okay.

23 EXECUTIVE DIRECTOR ALMIRA: The urgency is  
24 that we have to have it by September, the budget.  
25 Therefore, we need to have it in August.

1 VICE CHAIR McARTHUR: Fine.

2 CHAIR ENRIGHT: So we'll say August 16th  
3 we'll have the meeting. The budget workshop will start  
4 at 3:00, and then the regular meeting at four. But we  
5 will also have the client --

6 COMMISSIONER CIKLIN: Executive session.

7 CHAIR ENRIGHT: -- executive session prior to  
8 that. Okay? Any questions?

9 MS. HOWARD: You were going to schedule a  
10 meeting with the Commissioners for Granicus, for  
11 training.

12 CHAIR ENRIGHT: Oh, yes. Also, we need a  
13 date for Granicus --

14 MS. HOWARD: The agenda management system.

15 CHAIR ENRIGHT: Agenda management, signature  
16 and all this also. How can we do this?

17 MS. HOWARD: The first week in September?

18 CHAIR ENRIGHT: Yes, first week in September,  
19 we'll look at that. I guess let's bring this back,  
20 because when we come in August, we should have time and  
21 then we have all the Commissioners here, because I  
22 don't think it would be right to do it, just the three  
23 of us. So when we have our next meeting on the  
24 workshop, we can talk about it. Just it would be  
25 appropriate we can talk about it during the workshop

1 and get some dates, okay?

2 Thank you very much. Meeting adjourned.

3 Thank you.

4 (Whereupon, at 5:20 p.m., the proceedings  
5 were concluded.)

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<p><b>A</b>  <b>AAPA</b> 7:4  <b>abilities</b> 32:6  <b>ability</b> 31:4 50:1  <b>able</b> 4:4 20:18              25:23 30:6              38:12 60:14  <b>absent</b> 3:14 62:11              63:14 64:3              67:12,20  <b>absolute</b> 63:6  <b>absolutely</b> 24:12              38:17 40:1              50:16,20  <b>acceptable</b> 15:24              62:19  <b>access</b> 8:17  <b>accompanied</b>              51:5  <b>accomplish</b> 11:3              57:11  <b>accomplished</b>              9:13  <b>accounts</b> 6:23  <b>accurate</b> 4:15              38:6  <b>achieving</b> 54:21  <b>acres</b> 14:9 15:19  <b>action</b> 39:15  <b>actions</b> 49:15  <b>active</b> 55:13  <b>activities</b> 14:3  <b>activity</b> 9:3  <b>actual</b> 4:15 9:5              28:17,20 64:24              66:1  <b>acute</b> 23:24  <b>addition</b> 14:10              22:18 68:22  <b>additional</b> 3:20              9:11 11:16 28:7              30:21,25 42:7              42:11 48:25  <b>additions</b> 3:15 4:9          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BOARD OF COMMISSIONERS  
PORT OF PALM BEACH DISTRICT  
Emergency Meeting

- - -

Thursday, July 26, 2018

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

4:00 p.m. - 4:19 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  
José R. Soler, Port Engineer  
Carl Baker, Director of Planning  
Ken Hern, Sr. Director, Seaport Operations and Security  
Jarra Kaczwarra, Sr. Director, Business Development  
Daniel Kirchman, Port Comptroller  
Gregory Picken, Port Attorney  
Beatrice Greffin, Director of HR and Administration  
Tonya Davis Johnson, City Council Chair (by telephone)  
Karen Hoskins, City Manager  
Jeff Gagnon, Acting Director of Community Development  
Lina Busby, Assistant City Attorney

1 BE IT REMEMBERED that the following Emergency  
2 Board Meeting was had at Port of Palm Beach, One East  
3 11th Street, Riviera Beach, Florida, on Thursday, July  
4 26, 2018, beginning at 4:00 p.m., with attendees as  
5 hereinabove noted, to wit:

6 - - -

7 CHAIR ENRIGHT: The Board of Commissioners'  
8 Emergency Meeting will now come to order.

9 Please call the roll.

10 MS. GREFFIN: Chair Jean Enright.

11 CHAIR ENRIGHT: Present.

12 MS. GREFFIN: Vice Chair Peyton McArthur.

13 VICE CHAIR McARTHUR: Present.

14 MS. GREFFIN: Secretary/Treasurer Katherine  
15 Waldron.

16 COMMISSIONER WALDRON: Here.

17 MS. GREFFIN: Commissioner Wayne Richards.

18 COMMISSIONER RICHARDS: Here.

19 MS. GREFFIN: Commissioner Blair Ciklin.

20 COMMISSIONER CIKLIN: Here.

21 MS. GREFFIN: Executive Director Manual  
22 Almira.

23 EXECUTIVE DIRECTOR ALMIRA: I'm here.

24 MS. GREFFIN: Port Counsel Gregory Picken.

25 MR. PICKEN: Here.

1 EXECUTIVE DIRECTOR ALMIRA: We have a quorum.

2 MS. GREFFIN: We have a quorum.

3 CHAIR ENRIGHT: Thank you. Please, let's  
4 stand for the Pledge of Allegiance.

5 (Pledge of Allegiance recited.)

6 CHAIR ENRIGHT: You may be seated. Thank you  
7 very much.

8 Today we have an emergency meeting, as  
9 called, and Mr. Almira, will you please come forward to  
10 discuss C.1, which is new business.

11 EXECUTIVE DIRECTOR ALMIRA: Thank you,  
12 Commissioners. Good afternoon.

13 You recall, Commissioners, during our last  
14 Board meeting you requested a special meeting to be  
15 held today to discuss the permit on the MOB project.

16 Since the last meeting, José Soler, Larry  
17 Smith, Greg Picken and myself met with staff members of  
18 the City of Riviera Beach, which included Karen  
19 Hoskins, City Manager; Jeff Gagnon, Planning and  
20 Zoning; Andrew DeGraffenreidt -- I hope I pronounced  
21 that correctly -- City Attorney; and by phone, Tonya  
22 Davis Johnson, Chair, City Councilwoman.

23 After an extensive discussion, the City has  
24 offered, which you will see in the letter that's in  
25 front of you, that they will expedite review and

1 approve a site plan associated with the demolition and  
2 construction of the new cargo yard area. We are  
3 required to submit a site plan by tomorrow. Then the  
4 City will present the site plan to the Planning and  
5 Zoning Board on August the 9th and a resolution for the  
6 site plan approval to the City Council on August 15th.  
7 Concurrently, City staff will work towards the issuance  
8 of a building permit.

9 As you see, we have our guests, which include  
10 Jeff Gagnon, Karen Hoskins, Mr. Willie Horton I believe  
11 is making his way in, as well as Lina Busby, Assistant  
12 City Attorney.

13 Commissioners, we are at a junction right now  
14 that we are, as the City staff is also here, to answer  
15 any questions, any concerns that you may have.

16 And by the way, my apologies. By phone we  
17 have Councilwoman Tonya Davis Johnson, who is the  
18 Chairperson of the City.

19 So again, if there are any questions, City  
20 staff is here. We welcome them. Thank you for being  
21 here; thank you for participating with us.

22 The Council Chair, Madam Chair, thank you  
23 very much. I hope you can hear me. With that in  
24 mind --

25 CHAIR DAVIS JOHNSON: Thank you, I can.

1 EXECUTIVE DIRECTOR ALMIRA: -- if you have  
2 questions.

3 CHAIR ENRIGHT: Thank you.

4 First, I would just like to thank the City of  
5 Riviera Beach for coming today to resolve this issue  
6 and problem. Now, first I would really like to just  
7 say thank you to your Chairperson, Tonya Davis Johnson,  
8 for working with me and working with our staff to make  
9 this happen; also, the City Manager, Karen Hoskins and  
10 the other staff members of the City of Riviera Beach.

11 Commissioners, are there any questions? I'm  
12 going to start -- I guess I'll start to my right and  
13 work my way all the way down.

14 Commissioner Waldron.

15 COMMISSIONER WALDRON: I see the letter here  
16 that was sent by Karen Hoskins, so I think this  
17 advances the ball quite a bit. So I think -- I don't  
18 know how the other Commissioners feel, but I feel that  
19 this is very doable, the way they've presented it to  
20 us.

21 CHAIR ENRIGHT: Commissioner Richards. Thank  
22 you.

23 COMMISSIONER RICHARDS: I fully agree. It's  
24 nice when two governmental entities can work together.  
25 My question for our staff is by when do we need the

1 actual permit to be issued?

2 EXECUTIVE DIRECTOR ALMIRA: The actual permit  
3 to be issued? I'll give you a general answer: As soon  
4 as possible.

5 I did have a meeting with Tropical Shipping  
6 yesterday. They are closely monitoring the situation,  
7 and they would like to see this permit, obviously, in  
8 our hands as soon as possible. We do have a deadline,  
9 Commissioner, a benchmark of December of this year that  
10 we must have it. Otherwise, they will, or they can  
11 pull out of the deal.

12 COMMISSIONER RICHARDS: Okay, thank you.

13 CHAIR ENRIGHT: Commissioner McArthur.

14 VICE CHAIR McARTHUR: Now, I would just like  
15 to thank City officials for working with us, and  
16 Ms. Tonya Davis Johnson, who tried diligently to get me  
17 on the phone. It's much appreciated, and we look  
18 forward to moving forward and working with you.

19 CHAIR ENRIGHT: Commissioner.

20 COMMISSIONER CIKLIN: I just didn't know if  
21 there's anything from our attorney that we need to add.  
22 And the only question that I want to make sure is that  
23 this covers, Greg, the demolition and the -- the two.

24 MR. PICKEN: It's my understanding that the  
25 demolition -- now, here is hearsay. It was my

1 understanding that the demolition permit was not an  
2 issue, that the demolition permit was not related --  
3 that the site plan issue was not related to the  
4 demolition permit, and that that was going to issue  
5 regardless of the site plan issue. The building  
6 permit, as I understand it, is what is hanging on the  
7 site plan issue.

8 COMMISSIONER CIKLIN: Okay. Well, as long as  
9 I can hear from somebody with the City --

10 CHAIR ENRIGHT: The City.

11 COMMISSIONER CIKLIN: -- that on the 15th  
12 we're going to have both, then I'm fine.

13 CHAIR ENRIGHT: Mrs. Hoskins, can you address  
14 that issue for us, please?

15 MS. HOSKINS: Madam Chair, thank you for  
16 inviting us. And Interim Director Jeff Gagnon will be  
17 able to address that question.

18 MR. GAGNON: See if my microphone is on.  
19 I'll just go up there.

20 Thank you, Port Commissioners. Thank you for  
21 having us.

22 The question to answer in short is there's no  
23 issue with the demolition permit. What happened was  
24 both were submitted simultaneously, and that's why the  
25 demolition permit was questioned concurrently.

1     However, there's no issue with moving forward with the  
2     demolition permit, potentially even sooner than the  
3     15th.

4             COMMISSIONER CIKLIN:   Perfect.

5             CHAIR ENRIGHT:   Any other questions?

6             VICE CHAIR McARTHUR:   Madam Chair.

7             CHAIR ENRIGHT:   Go ahead.

8             VICE CHAIR McARTHUR:   Do we need to authorize  
9     our attorney to do anything?   Greg, do we need to  
10    authorize you to do anything, or we're just going to --

11            MR. PICKEN:   Well, the Board -- no, not at  
12    this time.   The City Council meeting will be the 15th,  
13    as I understand it, and our next Board meeting is the  
14    16th.   So if there's something that we need to address,  
15    we can address it at that time.

16            I also wanted to say that it was my  
17    understanding that there was an understanding at the  
18    meeting that this was being done without waiver of  
19    rights of either party to argue about the Interlocal  
20    Agreement or whether City code controls over the  
21    Interlocal Agreement, the Interlocal Agreement controls  
22    over City code, any of that.   We're all reserving our  
23    rights on that issue.

24            VICE CHAIR McARTHUR:   Very good.

25            CHAIR DAVIS JOHNSON:   Can he speak up just a

1 little bit, please?

2 CHAIR ENRIGHT: Can you speak up in the mike  
3 so the Chair can hear you by phone?

4 MR. PICKEN: I'm sorry. I think -- okay, I  
5 thought there may have been a question from one of our  
6 engineers, but apparently his issue has been resolved.

7 COMMISSIONER CIKLIN: All right.

8 CHAIR ENRIGHT: Any other questions?

9 Okay, so Chairperson Davis Johnson, it  
10 appears that this issue has been resolved and it is on  
11 the way to just being stamped by your Commissioners, so  
12 thank you very much.

13 C.2.

14 UNIDENTIFIED SPEAKER: Gerald Ward.

15 CHAIR ENRIGHT: Oh, Gerald Ward.

16 CHAIR DAVIS JOHNSON: If I may --

17 CHAIR ENRIGHT: Yes.

18 CHAIR DAVIS JOHNSON: -- I would just like to  
19 thank our staff, as well as the Port staff, for  
20 spending the time that we did in order to reach  
21 resolve, you know, because as community partners, we  
22 want to make sure that we are working together in  
23 support of each other's initiatives. So thank you so  
24 much for allowing me to participate today by phone, and  
25 I wish you all well.

1 CHAIR ENRIGHT: Thank you very much; thank  
2 you.

3 I have comments by the public. Mr. Ward.

4 MR. WARD: Good afternoon. Gerald Ward, 2135  
5 Broadway, the great City of Riviera Beach.

6 This issue actually dates back to 1995, 1996  
7 with the adoption of the first Interlocal Agreement.  
8 At that point in time, we had the crazy Skypass  
9 underway, and design, and we ended up with using that  
10 to accomplish several other joint participations of the  
11 County, the City and the Port.

12 We go back to this issue specifically to  
13 circa March 2017. Last year you were getting very  
14 close to having a major revision of the Tropical lease,  
15 of which the demolition of the MOB was a major issue,  
16 which has substantial parking, a conversion to a money  
17 making cooling container station, and certainly it's  
18 probably warranted.

19 If you look at the schedule that came out in  
20 approximately June of last year, you see that they  
21 wanted to not to submit to the City until June of 2018.  
22 And I made comments at the point in time then to  
23 various people here that that was suckering the City,  
24 looking to pick a fight. And so you did.

25 But the point is the Interlocal Agreement is

1 absolutely the key to the solution of these problems.

2 And I would like to make two -- three  
3 exhibits and talk about a fourth item.

4 But you are part of the County's  
5 Comprehensive Plan. When you decided to change the  
6 statutes to get into the County system versus the  
7 original system was the City of Riviera Beach's Comp  
8 Plan, you ended up participating in that. Now, certain  
9 of you have tried to get you to actually pay for part  
10 of this, and IPARC is a particular area.

11 So I've given to the Clerk the three exhibits  
12 which demonstrate that you need to get with the joint  
13 cooperation program, and your staff needs to be ordered  
14 to be there and participate with the higher level  
15 government, the City of Riviera Beach.

16 So here's the exhibits for the court  
17 reporter, and the Clerk has hers already.

18 CHAIR ENRIGHT: Thank you.

19 Mr. Almira, C.2.

20 EXECUTIVE DIRECTOR ALMIRA: C.2, yes. Jarra  
21 will be discussing this one.

22 CHAIR ENRIGHT: Thank you.

23 EXECUTIVE DIRECTOR ALMIRA: Thank you.

24 MS. KACZWARA: Jarra Kaczwarra, Senior  
25 Director, Business Development.

1           We're not prepared, Madam Chair and  
2           Commissioners, to present this item before you this  
3           evening. However, if I could provide an update, Gary,  
4           Dytrych & Ryan will be preparing a petition for this  
5           tax assessment for Berth 1, and we will be providing an  
6           update at the next Board meeting.

7           COMMISSIONER WALDRON: Great. Thanks.

8           CHAIR ENRIGHT: Any questions?

9           MS. KACZWARA: Thank you.

10          CHAIR ENRIGHT: Thank you very much.

11          I have another card from -- I'm sorry.

12          Commissioner McArthur.

13          VICE CHAIR MCARTHUR: Do we need to authorize  
14          Mr. Picken to do anything, or is that enough?

15          MR. PICKEN: Not at this time. Under our  
16          agreement with the Port, we hire, from time to time,  
17          subcontractors.

18          VICE CHAIR MCARTHUR: Thank you.

19          CHAIR ENRIGHT: And there's no time limit on  
20          this item?

21          MR. PICKEN: Well, the tax protests need to  
22          be filed by the 29th, so that's going to be done  
23          tomorrow. As far as hiring consultants, we have time  
24          for that.

25          CHAIR ENRIGHT: Okay. Thank you very much.

1 I have Mr. Ward with comments. Mr. -- let me  
2 let Commissioner Richards --

3 COMMISSIONER RICHARDS: No. I'm sorry, I  
4 thought he spoke.

5 CHAIR ENRIGHT: He has this card also.

6 COMMISSIONER RICHARDS: Oh, yes.

7 CHAIR ENRIGHT: He has something on every  
8 card.

9 So Mr. Ward, C.2.

10 MR. WARD: Gerald Ward, 2135 Broadway.

11 This issue is something that goes back to the  
12 original formation of the deepwater Port Authorities in  
13 the state of Florida, not your Charter, but we're  
14 talking about Ports Council and the deepwater ports.

15 This particular Berth 1 is fully accessible  
16 to what we would call deep water. Even though basin --  
17 the turning basin extension is only a 25 foot  
18 authorized project at one time, it is deep water.

19 Now, when you finally get around to doing  
20 your visionary for expansion of the Port going west of  
21 U.S. 1, the use of shallow drafted mega yachts  
22 certainly ought to go west of U.S. 1, underneath the  
23 Skypass, and keep out of what is much more profitable  
24 revenue for deepwater ships.

25 So you have a contract backup that's with

1 this item that is now, I guess, somewhat withdrawn for  
2 an amendment, which again cites that you want to have a  
3 three year term, which is now two and a half years, and  
4 that the extensions are two three-year periods. So you  
5 need to continue to see that we have the ability to  
6 convert this back to the deepwater facility that it was  
7 designed for.

8 CHAIR ENRIGHT: Thank you.

9 Now we will have any comments from our  
10 Commissioners.

11 Commissioner.

12 MS. WALDRON: I'm fine, thanks.

13 COMMISSIONER RICHARDS: Nothing further.

14 COMMISSIONER CIKLIN: No.

15 VICE CHAIR McARTHUR: Nothing today.

16 CHAIR ENRIGHT: Nothing.

17 Mr. Almira, Mr. Picken, any comments?

18 MR. PICKEN: No, thank you.

19 CHAIR ENRIGHT: Okay, let's go on. Now I  
20 will -- we will now set the next meeting, which will be  
21 Board of Commissioners meeting on August 16th at 4 p.m.  
22 Before the meeting, at 3 p.m., we will have a budget  
23 workshop. Then after the budget workshop, right before  
24 the 4:00 meeting, we will have an executive session.

25 Any other comments?

1 MR. WARD: You skipped item D, delta.

2 CHAIR ENRIGHT: Oh, you want to --

3 COMMISSIONER WALDRON: Did you want to speak  
4 again?

5 CHAIR ENRIGHT: You're going to speak --

6 MR. WARD: I have a card in on that also.

7 CHAIR ENRIGHT: Thank you.

8 I'm sorry, Commissioners. Please forgive me.  
9 Go on, Mr. Ward.

10 MR. WARD: Well, it just is a great example  
11 today. You've had an emergency meeting that really  
12 should have been handled by staff in discussions back  
13 in March of 2017, certainly discussions prior to the  
14 June Board meeting when you adopted the Tropical  
15 schedule.

16 The communication with the City of Riviera  
17 Beach, they are not difficult people to deal with. I  
18 had some discussion with somebody within the day or two  
19 that they've got 400 plus employees, and I have never  
20 found that I can't go to the City staff. You don't  
21 have to go to the managers, and certainly not the five,  
22 the electeds. They're supposed to be like you, dealing  
23 in budgets and plans; particularly plans is the second  
24 highest priority. So a little more focus on that, with  
25 the staff doing the work, would certainly keep you from

1 having to work so hard.

2 CHAIR ENRIGHT: I just want to make a  
3 comment. Mr. Ward, I really appreciate your comments,  
4 but I'm offended by some of the things you say about  
5 our staff and our Executive Director. I just have to  
6 tell you this. Just hold on a second. And we have  
7 professionals here at the Port of Palm Beach. Our  
8 staff, they know how to run this Port. And our  
9 Commissioners, they're here because they make the  
10 decisions. They're policymakers.

11 So you don't have to come here and continue  
12 to preach to us about what we need to do and how to run  
13 this Port. I appreciate your comments, but I just want  
14 you to know we have professionals that are here, and  
15 they do an outstanding job. Thank you very much.

16 MR. WARD: I'm glad you think that, but I  
17 happen to be the citizen and have a different  
18 opinion --

19 CHAIR ENRIGHT: Thank you very much.

20 MR. WARD: -- so my opinion trumps in  
21 America.

22 CHAIR ENRIGHT: Thank you very much for  
23 speaking.

24 Meeting adjourned.

25 UNIDENTIFIED SPEAKER: Madam Chair. Someone

1 just walked in.

2 CHAIR ENRIGHT: Another one?

3 (Discussion held off the record.)

4 CHAIR ENRIGHT: Ms. Brabham, I know we just  
5 adjourned the meeting, but you have one minute; I'll  
6 give you one minute. I gave you one minute.

7 MS. BRABHAM: Thank you.

8 CHAIR ENRIGHT: I had just hit the gavel  
9 button.

10 MS. BRABHAM: Thank you to the Board and --

11 CHAIR ENRIGHT: Just one minute.

12 MS. BRABHAM: To the Board and Dr. Almira,  
13 good to see everybody. I would like to thank everyone  
14 that participated with me in the grieving of my beloved  
15 husband, Mr. Angus Brabham, on February the 17th. And  
16 some of the staff came out, and I would just like to  
17 say thank you for the support.

18 Also, I would also like to encourage the  
19 Board, I know you're into your sessions, your budget  
20 and everything, and it was on that, keeping in your  
21 agenda. Ms. Brabham is still advocating for Carter,  
22 the beautification, you know, the landscaping and all  
23 of that stuff there to unify State Road coming into the  
24 Port. So I'm hoping that all of that is included.

25 You're giving me your word?

1 EXECUTIVE DIRECTOR ALMIRA: Well, I have in  
2 the past, yes.

3 MS. BRABHAM: Okay.

4 EXECUTIVE DIRECTOR ALMIRA: Yes.

5 MS. BRABHAM: So that's what I wanted to say.  
6 And thank you for allowing me that one minute.

7 CHAIR ENRIGHT: Thank you.

8 (Whereupon, at 4:19 p.m., the proceedings  
9 were concluded.)

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<p style="text-align: center;"><b>A</b></p> <p><b>ability</b> 14:5  <b>able</b> 7:17  <b>absolutely</b> 11:1  <b>accessible</b> 13:15  <b>accomplish</b> 10:10  <b>Acting</b> 1:24  <b>actual</b> 6:1,2  <b>add</b> 6:21  <b>address</b> 7:13,17                  8:14,15  <b>adjourned</b> 16:24                  17:5  <b>Administration</b>                  1:23  <b>adopted</b> 15:14  <b>adoption</b> 10:7  <b>advances</b> 5:17  <b>advocating</b> 17:21  <b>afternoon</b> 3:12                  10:4  <b>agenda</b> 17:21  <b>agree</b> 5:23  <b>agreement</b> 8:20                  8:21,21 10:7,25                  12:16  <b>ahead</b> 8:7  <b>Allegiance</b> 3:4,5  <b>allowing</b> 9:24                  18:6  <b>Almira</b> 1:19 2:22                  2:23 3:1,9,11                  5:1 6:2 11:19,20                  11:23 14:17                  17:12 18:1,4  <b>amendment</b> 14:2  <b>America</b> 16:21  <b>Andrew</b> 3:20  <b>Angus</b> 17:15  <b>answer</b> 4:14 6:3                  7:22  <b>apologies</b> 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    4:17,25 5:7 6:16              8:25 9:9,16,18  <b>joint</b> 10:10 11:12  <b>José</b> 1:20 3:16  <b>July</b> 1:8 2:3  <b>junction</b> 4:13  <b>June</b> 10:20,21              15:14</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p><b>Kaczvara</b> 1:21              11:24,24 12:9  <b>Karen</b> 1:24 3:18              4:10 5:9,16</p>
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<p><b>Katherine</b> 1:18 2:14 <b>keep</b> 13:23 15:25 <b>keeping</b> 17:20 <b>Ken</b> 1:21 <b>key</b> 11:1 <b>Kirchman</b> 1:22 <b>know</b> 5:18 6:20 9:21 16:8,14 17:4,19,22 <b>Kruger</b> 19:8,21</p> <hr/> <p style="text-align: center;"><b>L</b></p> <hr/> <p><b>L</b> 1:17 <b>landscaping</b> 17:22 <b>Larry</b> 3:16 <b>lease</b> 10:14 <b>let's</b> 3:3 14:19 <b>letter</b> 3:24 5:15 <b>level</b> 11:14 <b>limit</b> 12:19 <b>Lina</b> 1:25 4:11 <b>little</b> 9:1 15:24 <b>long</b> 7:8 <b>look</b> 6:17 10:19 <b>looking</b> 10:24</p> <hr/> <p style="text-align: center;"><b>M</b></p> <hr/> <p><b>M</b> 1:18,19 <b>Madam</b> 4:22 7:15 8:6 12:1 16:25 <b>major</b> 10:14,15 <b>making</b> 4:11 10:17 <b>Manager</b> 1:24 3:19 5:9 <b>managers</b> 15:21 <b>Manual</b> 2:21 <b>Manuel</b> 1:19 <b>March</b> 10:13 15:13 <b>McArthur</b> 1:17 2:12,13 6:13,14 8:6,8,24 12:12 12:13,18 14:15</p>	<p><b>meeting</b> 1:3 2:2,8 3:8,14,14,16 6:5 8:12,13,18 12:6 14:20,21,22,24 15:11,14 16:24 17:5 <b>mega</b> 13:21 <b>members</b> 3:17 5:10 <b>met</b> 3:17 <b>microphone</b> 7:18 <b>mike</b> 9:2 <b>mind</b> 4:24 <b>minute</b> 17:5,6,6 17:11 18:6 <b>MOB</b> 3:15 10:15 <b>money</b> 10:16 <b>monitoring</b> 6:6 <b>moving</b> 6:18 8:1</p> <hr/> <p style="text-align: center;"><b>N</b></p> <hr/> <p><b>need</b> 5:25 6:21 8:8 8:9,14 11:12 12:13,21 14:5 16:12 <b>needs</b> 11:13 <b>never</b> 15:19 <b>new</b> 3:10 4:2 <b>nice</b> 5:24 <b>noted</b> 2:5 <b>notes</b> 19:12</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>obviously</b> 6:7 <b>offended</b> 16:4 <b>offered</b> 3:24 <b>officials</b> 6:15 <b>Oh</b> 9:15 13:6 15:2 <b>okay</b> 6:12 7:8 9:4 9:9 12:25 14:19 18:3 <b>Operations</b> 1:21 <b>opinion</b> 16:18,20 <b>order</b> 2:8 9:20 <b>ordered</b> 11:13 <b>original</b> 11:7</p>	<p>13:12 <b>other's</b> 9:23 <b>ought</b> 13:22 <b>outstanding</b> 16:15</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>p.m</b> 1:11,11 2:4 14:21,22 18:8 <b>pages</b> 19:11 <b>Palm</b> 1:2,9 2:2 16:7 19:5 <b>parking</b> 10:16 <b>part</b> 11:4,9 <b>participate</b> 9:24 11:14 <b>participated</b> 17:14 <b>participating</b> 4:21 11:8 <b>participations</b> 10:10 <b>particular</b> 11:10 13:15 <b>particularly</b> 15:23 <b>partners</b> 9:21 <b>party</b> 8:19 <b>pay</b> 11:9 <b>people</b> 10:23 15:17 <b>Perfect</b> 8:4 <b>periods</b> 14:4 <b>permit</b> 3:15 4:8 6:1,2,7 7:1,2,4,6 7:23,25 8:2 <b>petition</b> 12:4 <b>Peyton</b> 1:17 2:12 <b>phone</b> 3:21 4:16 6:17 9:3,24 <b>pick</b> 10:24 <b>Picken</b> 1:22 2:24 2:25 3:17 6:24 8:11 9:4 12:14 12:15,21 14:17 14:18 <b>place</b> 19:10</p>	<p><b>plan</b> 4:1,3,4,6 7:3 7:5,7 11:5,8 <b>Planning</b> 1:20 3:19 4:4 <b>plans</b> 15:23,23 <b>please</b> 2:9 3:3,9 7:14 9:1 15:8 <b>Pledge</b> 3:4,5 <b>plus</b> 15:19 <b>point</b> 10:8,22,25 <b>policymakers</b> 16:10 <b>Port</b> 1:2,9,20,22 1:22 2:2,24 7:20 9:19 10:11 12:16 13:12,20 16:7,8,13 17:24 <b>ports</b> 13:14,14 <b>possible</b> 6:4,8 <b>potentially</b> 8:2 <b>preach</b> 16:12 <b>prepared</b> 12:1 <b>preparing</b> 12:4 <b>present</b> 2:11,13 4:4 12:2 <b>presented</b> 5:19 <b>prior</b> 15:13 <b>priority</b> 15:24 <b>probably</b> 10:18 <b>problem</b> 5:6 <b>problems</b> 11:1 <b>proceedings</b> 18:8 19:10,13 <b>professionals</b> 16:7 16:14 <b>profitable</b> 13:23 <b>program</b> 11:13 <b>project</b> 3:15 13:18 <b>pronounced</b> 3:20 <b>protests</b> 12:21 <b>provide</b> 12:3 <b>providing</b> 12:5 <b>public</b> 10:3 <b>pull</b> 6:11</p>	<hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p><b>question</b> 5:25 6:22 7:17,22 9:5 <b>questioned</b> 7:25 <b>questions</b> 4:15,19 5:2,11 8:5 9:8 12:8 <b>quite</b> 5:17 <b>quorum</b> 3:1,2</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>R</b> 1:20 19:1 <b>reach</b> 9:20 <b>really</b> 5:6 15:11 16:3 <b>recall</b> 3:13 <b>recited</b> 3:5 <b>record</b> 17:3 <b>regardless</b> 7:5 <b>related</b> 7:2,3 <b>REMEMBERED</b> 2:1 <b>report</b> 19:9 <b>reporter</b> 11:17 <b>requested</b> 3:14 <b>required</b> 4:3 <b>reserving</b> 8:22 <b>resolution</b> 4:5 <b>resolve</b> 5:5 9:21 <b>resolved</b> 9:6,10 <b>revenue</b> 13:24 <b>review</b> 3:25 <b>revision</b> 10:14 <b>Richards</b> 1:19 2:17,18 5:21,23 6:12 13:2,3,6 14:13 <b>right</b> 4:13 5:12 9:7 14:23 <b>rights</b> 8:19,23 <b>Rivera</b> 11:15 <b>Riviera</b> 1:10 2:3 3:18 5:5,10 10:5 11:7 15:16 <b>Road</b> 17:23 <b>roll</b> 2:9</p>
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<p>run 16:8,12  <b>Ryan</b> 12:4</p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p><b>S</b> 19:8,21  <b>schedule</b> 10:19              15:15  <b>Seaport</b> 1:21  <b>seated</b> 3:6  <b>second</b> 15:23 16:6  <b>Secretary/Trea...</b>              1:18 2:14  <b>Security</b> 1:21  <b>see</b> 3:24 4:9 5:15              6:7 7:18 10:20              14:5 17:13  <b>Senior</b> 11:24  <b>sent</b> 5:16  <b>session</b> 14:24  <b>sessions</b> 17:19  <b>set</b> 14:20 19:14  <b>shallow</b> 13:21  <b>Shipping</b> 6:5  <b>ships</b> 13:24  <b>short</b> 7:22  <b>simultaneously</b>              7:24  <b>site</b> 4:1,3,4,6 7:3,5              7:7  <b>situation</b> 6:6  <b>skipped</b> 15:1  <b>Skypass</b> 10:8              13:23  <b>Smith</b> 3:17  <b>Soler</b> 1:20 3:16  <b>solution</b> 11:1  <b>somebody</b> 7:9              15:18  <b>somewhat</b> 14:1  <b>soon</b> 6:3,8  <b>sooner</b> 8:2  <b>sorry</b> 9:4 12:11              13:3 15:8  <b>speak</b> 8:25 9:2              15:3,5  <b>SPEAKER</b> 9:14</p>	<p>16:25  <b>speaking</b> 16:23  <b>special</b> 3:14  <b>specifically</b> 10:12  <b>spending</b> 9:20  <b>spoke</b> 13:4  <b>Sr</b> 1:21,21  <b>staff</b> 3:17 4:7,14              4:20 5:8,10,25              9:19,19 11:13              15:12,20,25              16:5,8 17:16  <b>stamped</b> 9:11  <b>stand</b> 3:4  <b>start</b> 5:12,12  <b>state</b> 13:13 17:23              19:4  <b>stated</b> 19:10  <b>station</b> 10:17  <b>statutes</b> 11:6  <b>stenotype</b> 19:12  <b>Street</b> 1:10 2:3  <b>stuff</b> 17:23  <b>subcontractors</b>              12:17  <b>submit</b> 4:3 10:21  <b>submitted</b> 7:24  <b>substantial</b> 10:16  <b>suckering</b> 10:23  <b>support</b> 9:23              17:17  <b>supposed</b> 15:22  <b>sure</b> 6:22 9:22  <b>Susan</b> 19:8,21  <b>system</b> 11:6,7</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>T</b> 19:1,1  <b>taken</b> 19:12  <b>talk</b> 11:3  <b>talking</b> 13:14  <b>tax</b> 12:5,21  <b>telephone</b> 1:23  <b>tell</b> 16:6  <b>term</b> 14:3  <b>thank</b> 3:3,6,11</p>	<p>4:20,21,22,25          5:3,4,7,21 6:12          6:15 7:15,20,20          9:12,19,23 10:1          10:1 11:18,22          11:23 12:9,10          12:18,25 14:8          14:18 15:7          16:15,19,22          17:7,10,13,17          18:6,7  <b>thanks</b> 12:7 14:12  <b>things</b> 16:4  <b>think</b> 5:16,17 9:4              16:16  <b>thought</b> 9:5 13:4  <b>three</b> 11:2,11 14:3  <b>three-year</b> 14:4  <b>Thursday</b> 1:8 2:3  <b>time</b> 8:12,15 9:20              10:8,22 12:15              12:16,16,19,23              13:18 19:10  <b>today</b> 3:8,15 5:5              9:24 14:15              15:11  <b>tomorrow</b> 4:3              12:23  <b>Tonya</b> 1:23 3:21              4:17 5:7 6:16  <b>transcription</b>              19:12  <b>tried</b> 6:16 11:9  <b>Tropical</b> 6:5              10:14 15:14  <b>true</b> 19:11  <b>trumps</b> 16:20  <b>turning</b> 13:17  <b>two</b> 5:24 6:23              11:2 14:3,4              15:18</p> <hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>U.S</b> 13:21,22  <b>underneath</b> 13:22  <b>understand</b> 7:6</p>	<p>8:13  <b>understanding</b>              6:24 7:1 8:17,17  <b>underway</b> 10:9  <b>UNIDENTIFIED</b>              9:14 16:25  <b>unify</b> 17:23  <b>update</b> 12:3,6  <b>use</b> 13:21</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>various</b> 10:23  <b>versus</b> 11:6  <b>Vice</b> 1:17 2:12,13              6:14 8:6,8,24              12:13,18 14:15  <b>visionary</b> 13:20</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>W</b> 1:17  <b>waiver</b> 8:18  <b>Waldron</b> 1:18              2:15,16 5:14,15              12:7 14:12 15:3  <b>walked</b> 17:1  <b>want</b> 6:22 9:22              14:2 15:2,3 16:2              16:13  <b>wanted</b> 8:16              10:21 18:5  <b>Ward</b> 9:14,15              10:3,4,4 13:1,9              13:10,10 15:1,6              15:9,10 16:3,16              16:20  <b>warranted</b> 10:18  <b>water</b> 13:16,18  <b>way</b> 4:11,16 5:13              5:13,19 9:11  <b>Wayne</b> 1:19 2:17  <b>we're</b> 7:12 8:10              8:22 12:1 13:13  <b>welcome</b> 4:20  <b>west</b> 13:20,22  <b>WHEREOF</b>              19:14</p>	<p><b>Willie</b> 4:10  <b>wish</b> 9:25  <b>wit</b> 2:5  <b>withdrawn</b> 14:1  <b>WITNESS</b> 19:14  <b>word</b> 17:25  <b>work</b> 4:7 5:13,24              15:25 16:1  <b>working</b> 5:8,8              6:15,18 9:22  <b>workshop</b> 14:23              14:23</p> <hr/> <p style="text-align: center;"><b>X</b></p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>yachts</b> 13:21  <b>yard</b> 4:2  <b>year</b> 6:9 10:13,20              14:3  <b>years</b> 14:3  <b>yesterday</b> 6:6</p> <hr/> <p style="text-align: center;"><b>Z</b></p> <hr/> <p><b>Zoning</b> 3:20 4:5</p> <hr/> <p style="text-align: center;"><b>0</b></p> <hr/> <p style="text-align: center;"><b>1</b></p> <hr/> <p><b>1</b> 12:5 13:15,21,22  <b>11th</b> 1:10 2:3  <b>15th</b> 4:6 7:11 8:3              8:12  <b>16th</b> 8:14 14:21  <b>17th</b> 17:15  <b>1995</b> 10:6  <b>1996</b> 10:6  <b>1st</b> 19:15</p> <hr/> <p style="text-align: center;"><b>2</b></p> <hr/> <p><b>2017</b> 10:13 15:13  <b>2018</b> 1:8 2:4 10:21              19:15  <b>2135</b> 10:4 13:10  <b>25</b> 13:17  <b>26</b> 1:8 2:4  <b>29th</b> 12:22</p>
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<b>3</b> 14:22				
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<b>9th</b> 4:5				

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ALL "F" ITEMS**

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**PREPARED BY:** Venice Howard District Clerk/Records Administrator August 16, 2018

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**SUBJECT:** Approval of the Consent Agenda

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**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.

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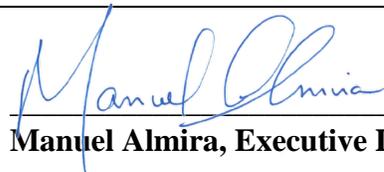
**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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**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.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Deferred To: \_\_\_\_\_

Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_

By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-1**

---

**PREPARED BY:** Paul J. Zielinski Deputy Director - CFO August 16, 2018

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**SUBJECT:** Financial Statements for the month and nine months ended June 30, 2018 (FY 2018).

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**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 nine months ended June 30, 2018 (FY 2018).

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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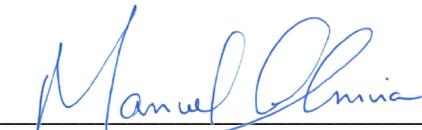
**FINANCIAL IMPACT:** None

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**RECOMMENDATIONS:** The Board of Commissioners is respectfully requested to approve the Financial Statements for the month and nine months ended June 30, 2018.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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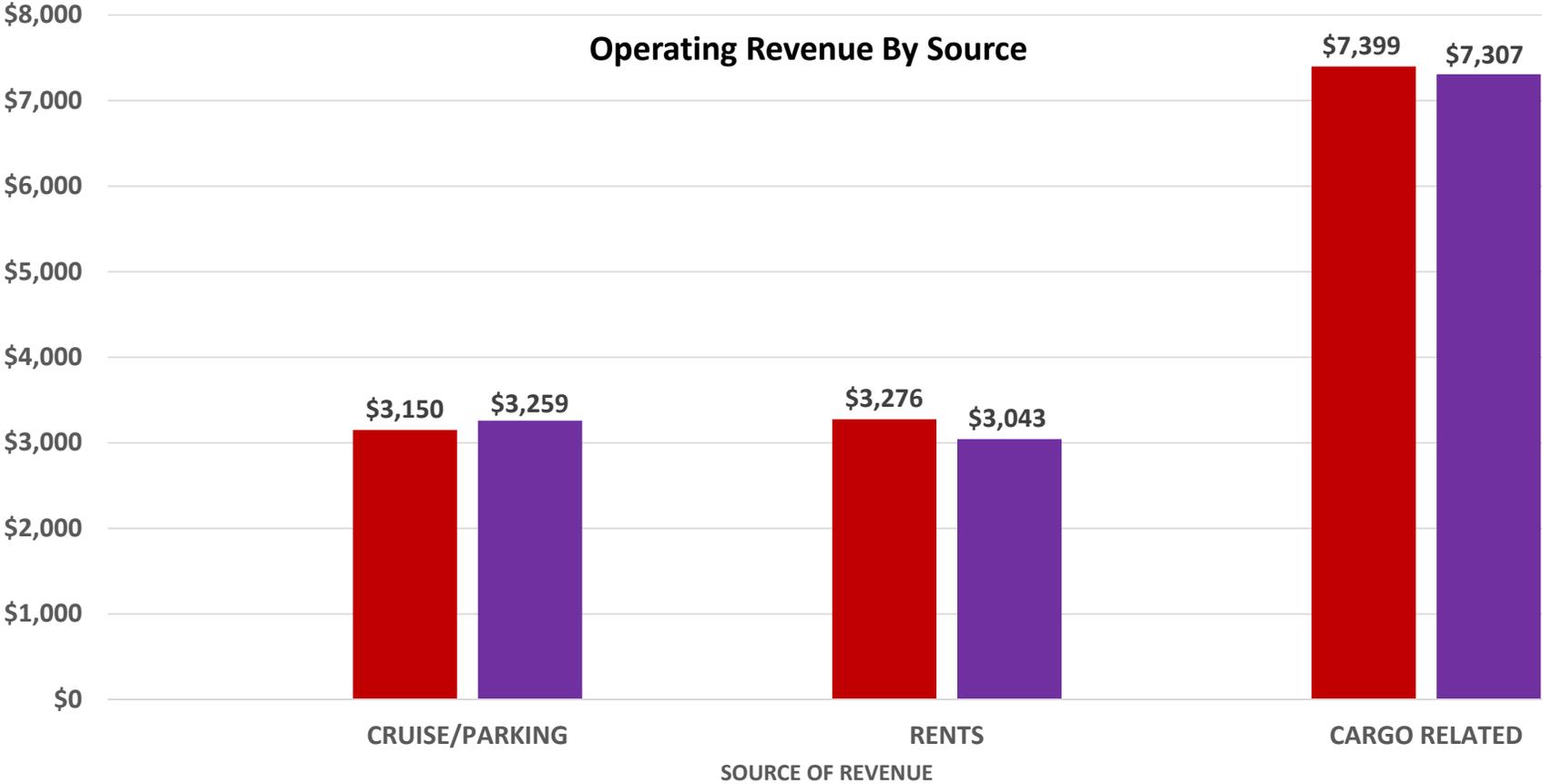
**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

# PORT OF PALM BEACH

Oct. 1 to Jun. 30, 2018

## Operating Revenue By Source

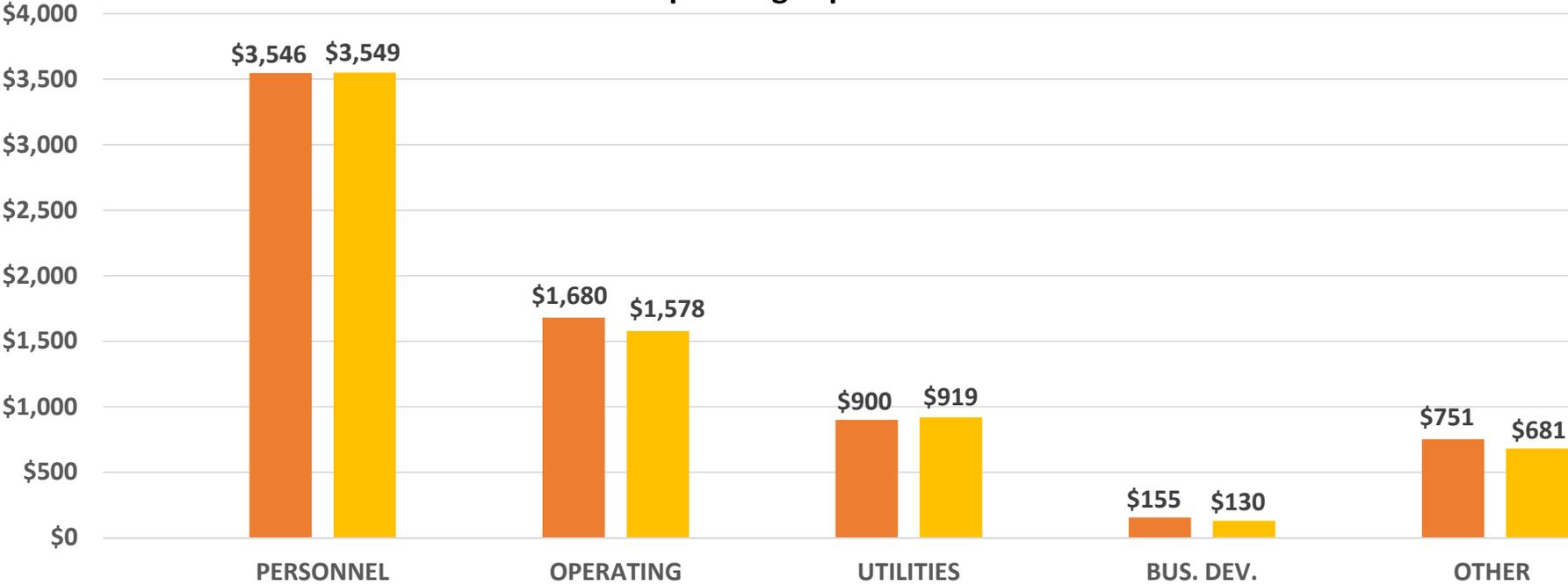


**Actual - \$13,825    Budget - \$13,609**

# PORT OF PALM BEACH

Oct. 1 to Jun. 30, 2018

## Operating Expenses

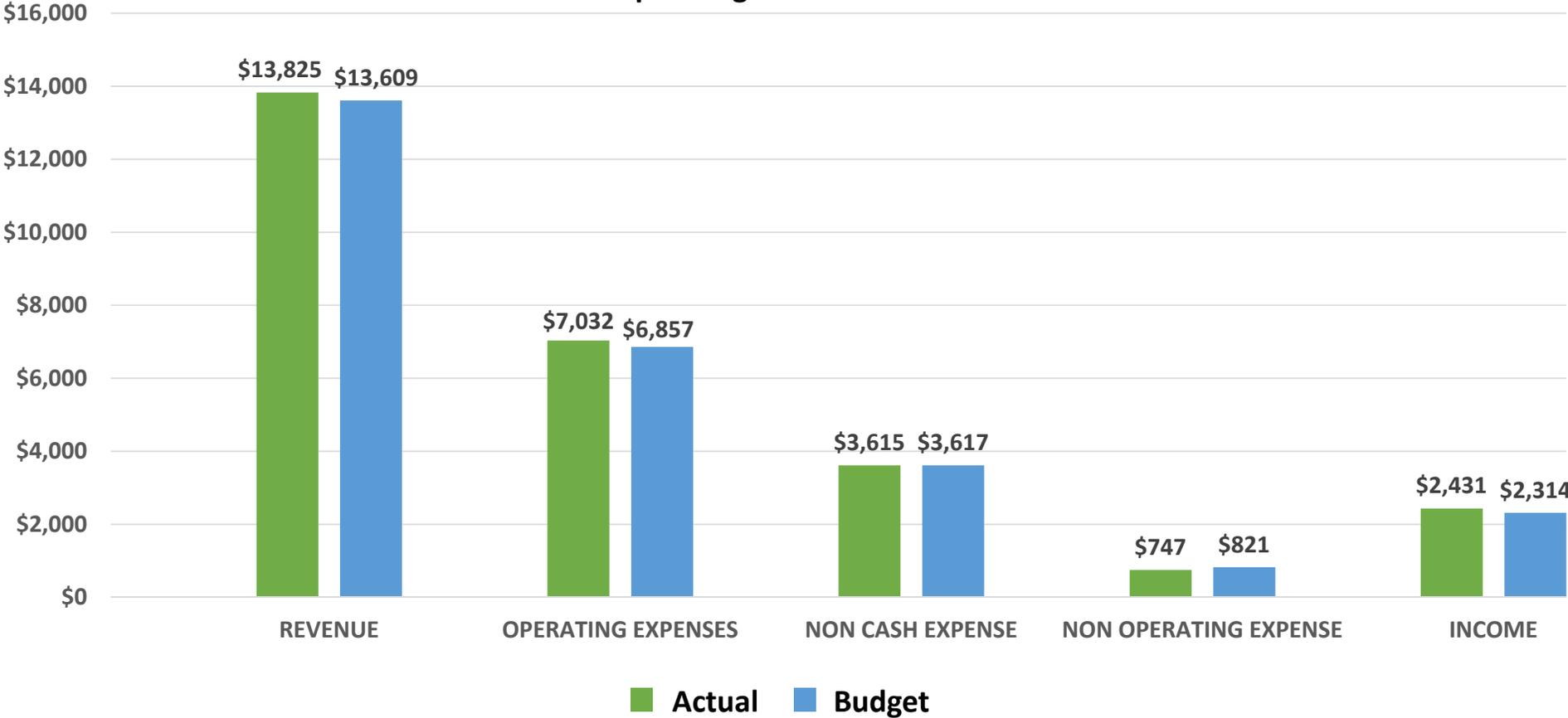


Actual - \$7,032 Budget - \$6,857

# PORT OF PALM BEACH

Oct. 1 to Jun. 30, 2018

## Operating Performance



**Port of Palm Beach District  
Statement of Net Position  
June 30, 2018  
(Unaudited)**

**ASSETS**

**Current Assets:**

Cash and cash equivalents	\$	20,874,574
Accounts receivable (net of allowance for uncollectables)		1,528,558
Grants receivable		324,159
Prepaid items		361,091
Restricted assets:		
Cash and cash equivalents		9,433,989
<b>Total Current Assets</b>		<u><b>32,522,371</b></u>

**Noncurrent Assets:**

Prepaid items - Master Plan		224,747
<b>Total Other Noncurrent Assets</b>		<u><b>224,747</b></u>

**Capital Assets:**

Land		28,119,220
Building and improvements		61,146,858
Slips and improvements		49,895,448
Other improvements		35,872,061
Wharf and loading ramps		7,798,154
Autos and trucks		502,716
Furniture and fixtures		371,700
Machinery and equipment		2,651,688
Computer equipment		1,455,663
Construction in progress		12,508,740
Less: Accumulated Depreciation		(78,255,634)
<b>Total Capital Assets (net of accumulated depreciation)</b>		<u><b>122,066,614</b></u>

<b>Total Noncurrent Assets</b>		<u><b>122,291,361</b></u>
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<b>Total Assets</b>	<b>\$</b>	<u><b>154,813,732</b></u>
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**DEFERRED OUTFLOWS OF RESOURCES**

**Deferred outflows of resources:**

Pension related items		1,459,258
Deferred loss on bond refunding, net		547,684
<b>Total Deferred Outflows of Resources</b>	<b>\$</b>	<u><b>2,006,942</b></u>

**Port of Palm Beach District**  
**Statement of Net Position**  
**June 30, 2018**  
**(Unaudited)**

**LIABILITIES**

**Current Liabilities:**

Accounts payable and accrued expenses	\$ 1,401,906
Unearned revenue	614,622
Compensated absences payable - short-term	179,304
Payable from restricted assets:	
Security deposits	375,000
Accounts payable and accrued expenses	109,087
Contracts payable	798,559
Accrued revenue bonds interest payable	165,814
Current portion of revenue bond payable	3,430,325
<b>Total Current Liabilities</b>	<b><u>7,074,617</u></b>

**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	6,627,793
Revenue bonds payable (less unamortized bond discount and current portion)	20,442,505
<b>Total Noncurrent Liabilities</b>	<b><u>30,983,129</u></b>

**Total Liabilities** **38,057,746**

**DEFERRED INFLOWS OF RESOURCES**

**Deferred inflows of resources:**

Pension related items	<u>203,455</u>
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**NET POSITION**

Net Investment in capital assets	98,741,465
Restricted for debt service	664,161
Restricted for renewal and replacement	985,060
Restricted for business development	644,069
Designated - Capital improvement	4,242,618
Undesignated - Operations	13,282,100
<b>Total Net Position</b>	<b><u>\$ 118,559,473</u></b>

**Port of Palm Beach District**  
**(Unaudited)**  
**Schedule of Revenues and Expenses - Actual and Budget**  
**For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Actual June 2018</b>	<b>Current Actual FY 2018 YTD</b>	<b>Prior Actual FY 2017 YTD</b>	<b>\$ Variance Over (Under) to Prior Year</b>	<b>Approved Budget FY 2018 YTD</b>	<b>\$ Variance Over (Under) Current Actual to Budget YTD</b>
<b>Operating Revenues:</b>						
Wharfage	309,938	2,880,845	2,749,644	131,201	2,923,866	(43,021)
Dockage	159,835	1,730,555	1,699,752	30,803	1,770,297	(39,742)
Parking	183,092	939,143	1,106,257	(167,114)	1,049,928	(110,785)
Passengers - Multi-day	950,451	4,825,734	5,092,071	(266,337)	4,593,283	232,451
Storage	5,518	184,330	48,935	135,395	82,353	101,977
Water	8,629	76,339	70,838	5,501	67,848	8,491
Line Handling	12,444	90,168	100,000	(9,832)	103,739	(13,571)
Switching	59,416	523,784	480,201	43,583	497,415	26,369
Licenses and Permits	0	117,900	106,400	11,500	105,300	12,600
Vessel Bunkers	5,678	42,075	43,860	(1,785)	45,199	(3,124)
Cargo Terminal Fee	66,726	578,486	520,646	57,840	581,251	(2,765)
Security Fees - Cargo	52,325	467,505	431,816	35,689	480,142	(12,637)
Special Detail Security Fees	3,249	16,462	25,720	(9,258)	4,500	11,962
Identification Badging	2,662	20,377	21,735	(1,358)	23,025	(2,648)
Harbor Master Fee	17,380	159,422	139,938	19,484	147,103	12,319
Rent	366,322	3,276,096	3,180,502	95,594	3,042,801	233,295
Miscellaneous Income	37,287	614,436	295,070	319,366	580,155	34,281
<b>Total Operating Revenues</b>	<b>2,240,952</b>	<b>16,545,067</b>	<b>16,113,385</b>	<b>431,682</b>	<b>16,098,205</b>	<b>446,862</b>
Less: Direct Marketing Support	546,508	2,719,810	3,045,256	(325,446)	2,489,261	230,549
<b>Net Operating Revenues</b>	<b>1,694,444</b>	<b>13,825,257</b>	<b>13,068,129</b>	<b>757,128</b>	<b>13,608,944</b>	<b>216,313</b>
<b>Operating Expenses:</b>						
Administrative and HR	85,193	569,458	538,531	30,927	550,526	18,932
Office - Finance and IT	93,842	686,183	721,678	(35,495)	674,443	11,740
Engineering	17,578	44,740	22,211	22,529	25,000	19,740
Consultant	3,000	27,045	28,559	(1,514)	27,000	45
Legal	8,507	109,357	68,120	41,237	104,000	5,357
General Maintenance	175,219	1,197,737	1,196,150	1,587	1,198,479	(742)
Railroad	21,073	143,342	105,270	38,072	115,413	27,929
Operations	12,274	81,140	77,318	3,822	81,478	(338)
General Expense	139,886	1,279,604	1,330,991	(51,387)	1,295,955	(16,351)
Security	235,335	1,441,505	1,353,905	87,600	1,373,389	68,116
Business Development	69,235	507,868	497,521	10,347	478,823	29,045
Community Grants	0	6,995	7,606	(611)	6,995	0
Cruise Terminal	39,146	298,267	217,095	81,172	278,605	19,662
Maritime Office Complex	37,202	240,332	180,780	59,552	245,765	(5,433)
Southgate Complex	4,829	45,665	44,757	908	45,960	(295)
Renewal and Replacement	13,661	296,332	121,928	174,404	296,332	0
Maritime Office Building	4,721	56,301	45,026	11,275	59,110	(2,809)
<b>Total Operating Expenses</b>	<b>960,701</b>	<b>7,031,871</b>	<b>6,557,446</b>	<b>474,425</b>	<b>6,857,273</b>	<b>174,598</b>
<b>Oper. Income Before Depr &amp; Amort</b>	<b>733,743</b>	<b>6,793,386</b>	<b>6,510,683</b>	<b>282,703</b>	<b>6,751,671</b>	<b>41,715</b>
Less: Depreciation Expense	395,374	3,578,129	3,566,713	11,416	3,580,000	(1,871)
Less: Amortization Expense	4,103	36,682	21,612	15,070	36,613	69
<b>Operating Income (Loss)</b>	<b>334,266</b>	<b>3,178,575</b>	<b>2,922,358</b>	<b>256,217</b>	<b>3,135,058</b>	<b>43,517</b>
<b>Non-Oper. Revenues (Expenses):</b>						
Interest Income	15,406	106,116	22,321	83,795	90,000	16,116
Insurance Recoveries	66,537	67,608	60,721	6,887	0	67,608
Grant Revenue	0	44,860	0	44,860	56,250	(11,390)
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)	(967,279)	(975,065)	7,786	(967,279)	0
<b>Total Non-Oper. Revenue (Expenses)</b>	<b>(25,532)</b>	<b>(747,645)</b>	<b>(889,620)</b>	<b>141,975</b>	<b>(821,029)</b>	<b>73,384</b>
<b>Income (Loss) before contributions</b>	<b>308,734</b>	<b>2,430,930</b>	<b>2,032,738</b>	<b>398,192</b>	<b>2,314,029</b>	<b>116,901</b>
Capital Contributions	158,947	622,644	2,479,817	(1,857,173)		
<b>Change in Net Position</b>	<b>467,681</b>	<b>3,053,574</b>	<b>4,512,555</b>	<b>(1,458,981)</b>		

**Port of Palm Beach District  
Analysis of Expenses - Summary Roll-Up  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
<b><u>SALARIES &amp; BENEFITS:</u></b>								
Salaries & Contract Labor	2,322,293	2,269,828	(52,465)	634,321	2,956,614	356,230	339,664	(16,566)
Overtime	124,441	153,847	29,406	75,559	200,000	22,374	23,078	704
F.I.C.A. Taxes	171,761	179,738	7,977	61,899	233,660	27,572	26,961	(611)
Unemployment	0	0	0	1,000	1,000	0	0	0
Health and Life Insurance	704,990	711,750	6,760	244,010	949,000	74,323	79,084	4,761
Florida Retirement Benefits	222,918	233,706	10,788	80,900	303,818	33,838	35,056	1,218
	3,546,403	3,548,869	2,466	1,097,689	4,644,092	514,337	503,843	(10,494)

**SERVICES & SUPPLIES:**

Commercial Property & Liability	278,831	280,500	1,669	105,169	384,000	31,464	31,167	(297)
Tenant Property Taxes Taxes	38	40	2	9,962	10,000	0	0	0
Legal Fees	109,357	104,000	(5,357)	50,643	160,000	8,507	20,000	11,493
Audit & Accounting Fees	81,500	81,505	5	7,500	89,000	2,175	2,175	0
Consultants	27,045	27,000	(45)	11,955	39,000	3,000	3,000	0
Engineering Fees	44,740	25,000	(19,740)	(16,740)	28,000	17,578	1,000	(16,578)
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	0	0	0
Uniforms	23,081	22,000	(1,081)	4,419	27,500	3,092	1,667	(1,425)

**Port of Palm Beach District  
Analysis of Expenses - Summary Roll-Up  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
Equipment Costs & Fuel	59,346	56,890	(2,456)	30,654	90,000	3,755	3,142	(613)
Buildings & Grounds Expenses	466,477	418,065	(48,412)	69,023	535,500	58,219	40,013	(18,206)
Trash Removal	35,988	33,300	(2,688)	8,412	44,400	4,899	3,700	(1,199)
Railroad Expense	21,858	15,710	(6,148)	(1,858)	20,000	110	110	0
Locomotive Expense	51,092	45,690	(5,402)	23,908	75,000	6,358	3,722	(2,636)
Employee Development & Training	7,506	7,515	9	17,494	25,000	708	710	2
Office Expenses	49,211	41,625	(7,586)	6,289	55,500	11,434	4,625	(6,809)
Information Technology	84,743	72,120	(12,623)	27,842	112,585	5,326	6,063	737
Contract Security	689,853	659,000	(30,853)	257,467	947,320	119,093	99,667	(19,426)
Other Security Expense	32,047	29,100	(2,947)	12,953	45,000	5,226	4,012	(1,214)
TWIC & ID Badging	5,553	3,750	(1,803)	(553)	5,000	328	417	89
Tenant Operating Costs	12,958	12,955	(3)	7,042	20,000	2,080	2,080	0
	<u>2,085,295</u>	<u>1,939,290</u>	<u>(146,005)</u>	<u>646,010</u>	<u>2,731,305</u>	<u>283,352</u>	<u>227,270</u>	<u>(56,082)</u>

**BUSINESS DEVELOPMENT:**

Registration & Training Fees	4,392	4,390	(2)	20,608	25,000	1,402	1,400	(2)
Community Affairs	13,601	13,600	(1)	14,399	28,000	319	320	1
Travel Expenses - Employees	11,071	11,075	4	8,929	20,000	338	340	2
Travel Expenses - Board	2,629	2,629	0	27,371	30,000	2,629	2,629	0
Trade Development	34,314	26,280	(8,034)	39,186	73,500	1,183	583	(600)

**Port of Palm Beach District  
Analysis of Expenses - Summary Roll-Up  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
Dues & Subscriptions	47,926	48,420	494	18,174	66,100	4,589	5,560	971
Marketing	34,757	20,215	(14,542)	6,143	40,900	3,590	0	(3,590)
Website & Other	6,530	3,375	(3,155)	(2,030)	4,500	635	375	(260)
	155,220	129,984	(25,236)	132,780	288,000	14,685	11,207	(3,478)

**UTILITY SERVICES:**

Water & Sewer	487,040	488,814	1,774	189,977	677,017	78,113	75,979	(2,134)
Electricity	315,457	328,875	13,418	123,043	438,500	39,685	36,542	(3,143)
Telephone Expense	97,424	101,625	4,201	38,076	135,500	11,218	11,292	74
	899,921	919,314	19,393	351,096	1,251,017	129,016	123,813	(5,203)

**RENEWAL & REPLACEMENT:**

Renewal & Replacement Exp.	296,332	296,332	0	203,668	500,000	13,661	13,661	0
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**OTHER EXPENSES:**

Miscellaneous Expenses	48,698	23,485	(25,213)	(2,698)	46,000	5,657	2,722	(2,935)
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<b>TOTAL EXPENSES</b>	<b>7,031,869</b>	<b>6,857,274</b>	<b>(174,595)</b>	<b>2,428,545</b>	<b>9,460,414</b>	<b>960,708</b>	<b>882,516</b>	<b>(78,192)</b>
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**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
<b><u>FINANCE &amp; I.T.</u></b>								
Salaries	457,567	460,685	3,118	141,323	598,890	65,449	69,103	3,654
F.I.C.A. Expense	32,551	34,333	1,782	12,082	44,633	4,833	5,150	317
Telephone	58,621	60,000	1,379	21,379	80,000	6,546	6,667	121
Computer Training/Consulting	27,906	27,920	14	21,544	49,450	2,375	2,375	0
Computer Maintenance	36,704	36,700	(4)	16,431	53,135	2,856	2,855	(1)
Postage	3,733	2,250	(1,483)	(733)	3,000	2,137	250	(1,887)
Office Maintenance	7,170	7,500	330	2,830	10,000	863	833	(30)
Records Storage	2,101	2,250	149	899	3,000	233	250	17
Computer Software & Supplies	20,133	7,500	(12,633)	(10,133)	10,000	95	833	738
Printing	6,923	4,500	(2,423)	(923)	6,000	2,722	500	(2,222)
Public Notice Publication	6,106	3,750	(2,356)	(1,106)	5,000	530	417	(113)
Miscellaneous - Office	12,048	12,055	7	2,952	15,000	1,968	1,970	2
Office Supplies	14,621	15,000	379	5,379	20,000	3,236	1,667	(1,569)
<b>Total</b>	<b>686,184</b>	<b>674,443</b>	<b>(11,741)</b>	<b>211,924</b>	<b>898,108</b>	<b>93,843</b>	<b>92,870</b>	<b>(973)</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
<b><u>GENERAL MAINTENANCE</u></b>								
Salaries	363,837	362,662	(1,175)	107,623	471,460	55,203	54,399	(804)
Overtime	22,822	38,462	15,640	27,178	50,000	5,513	5,769	256
Overtime - Line Handling	21,551	23,077	1,526	8,449	30,000	4,650	3,462	(1,188)
F.I.C.A. Expense	29,930	34,275	4,345	14,628	44,558	4,836	5,141	305
Telephone	7,001	6,375	(626)	1,499	8,500	851	708	(143)
Water	434,358	435,000	642	170,907	605,265	72,296	70,000	(2,296)
Water - Maintenance Office	1,227	1,314	87	525	1,752	99	146	47
Stormwater Assessment	51,455	52,500	1,045	18,545	70,000	5,717	5,833	116
Electricity	96,737	101,250	4,513	38,263	135,000	10,993	11,250	257
Equipment Rental	1,492	1,495	3	13,508	15,000	0	0	0
Generator Supplies	14,052	10,000	(4,052)	(4,052)	10,000	840	0	(840)
Building & Grounds	69,753	50,000	(19,753)	(19,753)	50,000	5,310	0	(5,310)
Trash Removal	7,695	4,800	(2,895)	(1,295)	6,400	401	533	132
Uniforms	9,370	15,000	5,630	10,630	20,000	2,998	1,667	(1,331)
Gas & Oil	24,655	26,250	1,595	10,345	35,000	2,692	2,917	225
Janitorial Services & Supplies	5,613	5,625	12	1,887	7,500	577	625	48
Supplies	17,040	11,250	(5,790)	(2,040)	15,000	2,020	1,250	(770)
Equipment Repair	19,147	19,145	(2)	10,853	30,000	223	225	2
<b>Total</b>	<b>1,197,735</b>	<b>1,198,480</b>	<b>745</b>	<b>407,700</b>	<b>1,605,435</b>	<b>175,219</b>	<b>163,925</b>	<b>(11,294)</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>SECURITY</u></b>								
Salaries	573,209	546,225	(26,984)	136,884	710,093	95,133	81,934	(13,199)
Overtime	45,220	69,231	24,011	44,780	90,000	3,995	10,385	6,390
F.I.C.A. Expense	44,874	47,083	2,209	16,334	61,208	7,214	7,062	(152)
Security Equipment Repairs	14,096	14,100	4	10,904	25,000	2,344	2,345	1
Telephone	8,362	8,250	(112)	2,638	11,000	1,006	917	(89)
Uniforms	13,711	7,000	(6,711)	(6,711)	7,000	94	0	(94)
Identification Badging	5,553	3,750	(1,803)	(553)	5,000	328	417	89
Riviera Beach Police Presence	54,804	50,000	(4,804)	25,196	80,000	11,769	10,000	(1,769)
Contract Security - Cargo & TWIC	71,126	78,000	6,874	32,874	104,000	7,658	8,667	1,009
Miscellaneous - Security	28,676	3,750	(24,926)	(23,676)	5,000	3,247	417	(2,830)
Contract Security - Cruise	520,804	493,000	(27,804)	186,516	707,320	90,258	75,000	(15,258)
Contract Security - Parking	43,119	38,000	(5,119)	12,881	56,000	9,408	6,000	(3,408)
Radio Maintenance	17,951	15,000	(2,951)	2,049	20,000	2,882	1,667	(1,215)
<b>Total</b>	<b><u>1,441,505</u></b>	<b><u>1,373,389</u></b>	<b><u>(68,116)</u></b>	<b><u>440,116</u></b>	<b><u>1,881,621</u></b>	<b><u>235,336</u></b>	<b><u>204,811</u></b>	<b><u>(30,525)</u></b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
<b><u>RAILROAD</u></b>								
Salaries	27,094	23,846	(3,248)	3,906	31,000	5,263	3,577	(1,686)
Overtime	34,848	23,077	(11,771)	(4,848)	30,000	8,216	3,462	(4,754)
F.I.C.A. Expense	4,661	3,590	(1,071)	6	4,667	1,020	539	(481)
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	26,033	20,625	(5,408)	1,467	27,500	4,929	2,292	(2,637)
Track R&M Exp.	21,148	15,000	(6,148)	(6,148)	15,000	0	0	0
Locomotive R&M Exp.	18,190	18,195	5	16,810	35,000	1,429	1,430	1
Railroad Equipment	710	710	0	4,290	5,000	110	110	0
Miscellaneous	3,791	3,500	(291)	(291)	3,500	107	0	(107)
<b>Total</b>	<b>143,344</b>	<b>115,413</b>	<b>(27,931)</b>	<b>20,823</b>	<b>164,167</b>	<b>21,074</b>	<b>11,410</b>	<b>(9,664)</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>BUSINESS DEVELOPMENT</u></b>								
Salaries	303,261	298,179	(5,082)	84,372	387,633	46,126	44,727	(1,399)
Florida Retirement System	30,900	31,046	146	9,460	40,360	4,720	4,657	(63)
F.I.C.A. Expense	20,615	20,624	9	6,196	26,811	3,434	3,094	(340)
Miscellaneous	3,699	3,705	6	1,301	5,000	335	335	0
Website	6,511	2,625	(3,886)	(3,011)	3,500	635	292	(343)
Telephone Expense	3,011	4,125	1,114	2,489	5,500	320	458	138
Promotion	3,948	3,950	2	13,452	17,400	0	0	0
Trade Development	16,031	16,030	(1)	25,469	41,500	0	0	0
Trade Development - Dining	12,633	5,250	(7,383)	(5,633)	7,000	1,183	583	(600)
Trade Missions	0	0	0	20,000	20,000	0	0	0
Travel Expenses	11,071	11,075	4	8,929	20,000	338	340	2
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	2,629	2,629	0	3,371	6,000	2,629	2,629	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	6,606	6,605	(1)	11,394	18,000	319	320	1
Postage & Shipping	19	750	731	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 Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
Registration Fees	2,940	2,940	0	17,060	20,000	0	0	0
Membership Dues	39,080	44,700	5,620	20,520	59,600	3,540	4,967	1,427
Training	1,452	1,450	(2)	3,548	5,000	1,402	1,400	(2)
Subscriptions	7,001	1,875	(5,126)	(4,501)	2,500	664	208	(456)
Advertising	28,046	13,500	(14,546)	(14,546)	13,500	3,590	0	(3,590)
Publications	2,763	2,765	2	7,237	10,000	0	0	0
<b>Total</b>	<b>507,866</b>	<b>478,823</b>	<b>(29,043)</b>	<b>231,438</b>	<b>739,304</b>	<b>69,235</b>	<b>64,093</b>	<b>(5,142)</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>ADMIN. &amp; H.R.</u></b>								
Salaries - Commissioners	35,625	35,625	0	11,875	47,500	3,958	3,958	0
Salaries - Exec. Director & Staff	474,675	460,368	(14,307)	123,803	598,478	71,527	69,055	(2,472)
Contract Admin. Services	24,596	19,500	(5,096)	5,404	30,000	4,162	3,500	(662)
FICA Expense	34,561	35,034	473	10,983	45,544	5,546	5,255	(291)
<b>Total</b>	<b><u>569,457</u></b>	<b><u>550,527</u></b>	<b><u>(18,930)</u></b>	<b><u>152,065</u></b>	<b><u>721,522</u></b>	<b><u>85,193</u></b>	<b><u>81,768</u></b>	<b><u>(3,425)</u></b>

**Port of Palm Beach District  
 Analysis of Expenses - By Department  
 For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>LEGAL</u></b>								
Fees and Expenses	109,357	104,000	(5,357)	50,643	160,000	8,507	20,000	11,493
<b>Total</b>	<b>109,357</b>	<b>104,000</b>	<b>(5,357)</b>	<b>50,643</b>	<b>160,000</b>	<b>8,507</b>	<b>20,000</b>	<b>11,493</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>ENGINEERING</u></b>								
Retainer - CH2MHILL	9,000	9,000	0	3,000	12,000	1,000	1,000	0
Fees and Expenses	35,740	16,000	(19,740)	(19,740)	16,000	16,578	0	(16,578)
<b>Total</b>	<b>44,740</b>	<b>25,000</b>	<b>(19,740)</b>	<b>(16,740)</b>	<b>28,000</b>	<b>17,578</b>	<b>1,000</b>	<b>(16,578)</b>

**Port of Palm Beach District  
 Analysis of Expenses - By Department  
 For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>CONSULTING</u></b>								
Consultants - Governmental	27,045	27,000	(45)	11,955	39,000	3,000	3,000	0
<b>Total</b>	<b>27,045</b>	<b>27,000</b>	<b>(45)</b>	<b>11,955</b>	<b>39,000</b>	<b>3,000</b>	<b>3,000</b>	<b>0</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>SOUTHGATE COMPLEX</u></b>								
Buildings & Grounds	9,621	9,620	(1)	10,379	20,000	951	950	(1)
Janitorial Services & Supplies	2,524	1,500	(1,024)	(524)	2,000	49	167	118
Miscellaneous	0	0	0	2,500	2,500	0	0	0
Electric	24,939	26,250	1,311	10,061	35,000	2,754	2,917	163
Telephone	4,755	5,250	495	2,245	7,000	561	583	22
Trash Removal	2,731	2,250	(481)	269	3,000	514	250	(264)
HVAC Repairs & Maint.	1,094	1,090	(4)	8,906	10,000	0	0	0
<b>Total</b>	<b><u>45,664</u></b>	<b><u>45,960</u></b>	<b><u>296</u></b>	<b><u>33,836</u></b>	<b><u>79,500</u></b>	<b><u>4,829</u></b>	<b><u>4,867</u></b>	<b><u>38</u></b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>GENERAL EXPENSE</u></b>								
Audit & Accounting Services	81,500	81,505	5	7,500	89,000	2,175	2,175	0
Transcription Services for Board Meetings	8,557	6,375	(2,182)	(57)	8,500	1,713	708	(1,005)
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	278,831	280,500	1,669	95,169	374,000	31,464	31,167	(297)
Group Health / Dental / Vision	681,300	687,750	6,450	235,700	917,000	71,651	76,417	4,766
Employee Basic Life Insurance	11,468	11,250	(218)	3,532	15,000	1,259	1,250	(9)
Employee S/Term Disability Ins.	12,222	12,750	528	4,778	17,000	1,413	1,417	4
Florida Retirement System	192,018	202,660	10,642	71,440	263,458	29,118	30,399	1,281
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	0	0	0
Insurance Contingency	0	0	0	10,000	10,000	0	0	0
Membership Dues	1,845	1,845	0	2,155	4,000	385	385	0
Training	7,506	7,515	9	17,494	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	0	0	0
<b>Total</b>	<b><u>1,279,605</u></b>	<b><u>1,295,955</u></b>	<b><u>16,350</u></b>	<b><u>477,853</u></b>	<b><u>1,757,458</u></b>	<b><u>139,886</u></b>	<b><u>144,628</u></b>	<b><u>4,742</u></b>

**Port of Palm Beach District  
 Analysis of Expenses - By Department  
 For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>COMMUNITY OUTREACH</u></b>								
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	0	0	0
<b>Total</b>	<b><u>6,995</u></b>	<b><u>6,995</u></b>	<b><u>0</u></b>	<b><u>3,005</u></b>	<b><u>10,000</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>MARITIME OFFICE BUILDING</u></b>								
Buildings & Grounds	2,726	2,735	9	7,274	10,000	276	275	(1)
Telephone - Elevator	1,312	1,350	38	488	1,800	181	150	(31)
Telephone - Fire Alarm Lines	2,352	2,400	48	848	3,200	302	267	(35)
Electricity	41,894	50,625	8,731	25,606	67,500	3,858	5,625	1,767
HVAC Repairs & Maint.	8,016	2,000	(6,016)	(6,016)	2,000	105	0	(105)
<b>Total</b>	<b><u>56,300</u></b>	<b><u>59,110</u></b>	<b><u>2,810</u></b>	<b><u>28,200</u></b>	<b><u>84,500</u></b>	<b><u>4,722</u></b>	<b><u>6,317</u></b>	<b><u>1,595</u></b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>CRUISE TERMINAL</u></b>								
Building & Grounds	85,769	75,000	(10,769)	(10,769)	75,000	9,991	0	(9,991)
Electric	41,946	37,500	(4,446)	8,054	50,000	6,311	4,167	(2,144)
Electric - Chiller Plant	19,916	24,750	4,834	13,084	33,000	2,914	2,750	(164)
Telephone	3,528	3,750	222	1,472	5,000	452	417	(35)
Telephone - Elevator	2,352	2,250	(102)	648	3,000	302	250	(52)
HVAC Repairs & Maintenance	26,603	26,605	2	23,397	50,000	3,773	3,775	2
Janitorial Services & Supplies	118,153	108,750	(9,403)	26,847	145,000	15,404	12,083	(3,321)
Window Cleaning	0	0	0	2,000	2,000	0	0	0
<b>Total</b>	<b><u>298,267</u></b>	<b><u>278,605</u></b>	<b><u>(19,662)</u></b>	<b><u>64,733</u></b>	<b><u>363,000</u></b>	<b><u>39,147</u></b>	<b><u>23,442</u></b>	<b><u>(15,705)</u></b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<b>Current Actual FY 2018 YTD</b>	<b>Approved Budget FY 2018 YTD</b>	<b>YTD Variance</b>	<b>Remaining Approved Budget</b>	<b>Total Approved Budget</b>	<b>June Current Actual</b>	<b>June Approved Budget</b>	<b>Monthly Variance</b>
<b><u>MARITIME OFFICE COMPLEX</u></b>								
Building & Grounds	63,243	63,240	(3)	6,757	70,000	11,331	11,330	(1)
Trash Removal	25,562	26,250	688	9,438	35,000	3,984	2,917	(1,067)
Electricity	60,151	56,250	(3,901)	14,849	75,000	8,484	6,250	(2,234)
Electric - Chiller Plant	29,874	32,250	2,376	13,126	43,000	4,371	3,583	(788)
Telephone	2,829	4,500	1,671	3,171	6,000	299	500	201
Telephone - Elevator	2,352	2,625	273	1,148	3,500	302	292	(10)
HVAC Repairs & Maintenance	41,903	41,900	(3)	8,097	50,000	7,476	7,475	(1)
Janitorial Services & Supplies	14,418	18,750	4,332	10,582	25,000	956	2,083	1,127
Window Cleaning	0	0	0	2,000	2,000	0	0	0
<b>Total</b>	<b>240,332</b>	<b>245,765</b>	<b>5,433</b>	<b>69,168</b>	<b>309,500</b>	<b>37,203</b>	<b>34,430</b>	<b>(2,773)</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>RENEWAL AND REPLACEMENT</u></b>								
<b>Non-Capital Expenses:</b>	<b>0</b>	<b>296,332</b>	<b>296,332</b>	<b>500,000</b>	<b>500,000</b>	<b>0</b>	<b>13,661</b>	<b>13,661</b>
Communication Equipment Expense	10,592	0	(10,592)	(10,592)	0	0	0	0
Security Equipment	16,316	0	(16,316)	(16,316)	0	1,502	0	(1,502)
Office Furniture/Equip. Replacement - Expenses	4,919	0	(4,919)	(4,919)	0	0	0	0
Computer Systems - non-capital	10,014	0	(10,014)	(10,014)	0	629	0	(629)
Condition/Boundary Survey	1,486	0	(1,486)	(1,486)	0	0	0	0
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	133,440	0	(133,440)	(133,440)	0	80	0	(80)
MOC - Buildings and Grounds	30,238	0	(30,238)	(30,238)	0	11,450	0	(11,450)
Maintenance Dredging	900	0	(900)	(900)	0	0	0	0
Hurricane Irma Storm Repairs	57,765	0	(57,765)	(57,765)	0	0	0	0
Passenger Loading Bridge	20,850	0	(20,850)	(20,850)	0	0	0	0
<b>Total</b>	<b>296,332</b>	<b>296,332</b>	<b>0</b>	<b>203,668</b>	<b>500,000</b>	<b>13,661</b>	<b>13,661</b>	<b>0</b>

**Port of Palm Beach District  
Analysis of Expenses - By Department  
For the Month and Nine Months Ending Saturday, June 30, 2018**

	<u>Current Actual FY 2018 YTD</u>	<u>Approved Budget FY 2018 YTD</u>	<u>YTD Variance</u>	<u>Remaining Approved Budget</u>	<u>Total Approved Budget</u>	<u>June Current Actual</u>	<u>June Approved Budget</u>	<u>Monthly Variance</u>
<b><u>OPERATIONS</u></b>								
Salaries - Operations	62,429	62,738	309	19,131	81,560	9,409	9,411	2
FICA Expense	4,569	4,799	230	1,670	6,239	689	720	31
Tenant Operations	12,958	12,955	(3)	7,042	20,000	2,080	2,080	0
Miscellaneous	235	235	0	9,765	10,000	0	0	0
Uniforms	0	0	0	500	500	0	0	0
Telephone	949	750	(199)	51	1,000	96	83	(13)
<b>Total</b>	<b>81,140</b>	<b>81,477</b>	<b>337</b>	<b>38,159</b>	<b>119,299</b>	<b>12,274</b>	<b>12,294</b>	<b>20</b>
<b>Total Expenses</b>	<b>7,031,868</b>	<b>6,857,274</b>	<b>(174,594)</b>	<b>2,428,546</b>	<b>9,460,414</b>	<b>960,707</b>	<b>882,516</b>	<b>(78,191)</b>

**PORT OF PALM BEACH DISTRICT**  
**Management's Discussion and Analysis FY 2018 – YTD June 2018**

**OPERATING REVENUES**

**Total Net Operating Revenue** for the month of June 2018 is \$1,694,444 and Current Actual FY 2018 is \$13,825,257 which is favorable to the FY 2018 YTD Budget by \$216,313 primarily from additional re-bar storage charges and additional rental space assignments for land and new tenant agreements.

**Wharfage** revenue is unfavorable to the FY 2018 YTD Budget by (\$43,021) primarily due to decreases in sugar tonnage exports (down 14%) which offset increases in container, breakbulk, asphalt, diesel, and recyclable steel tonnage and TEU's.

**Dockage** revenue is unfavorable with the FY 2018 YTD Budget by (\$39,742), primarily due to reduced sugar shipments.

**Rent** is favorable to the FY 2018 YTD Budget by \$233,295 primarily due additional space assignments for land to several tenants that was not budgeted.

There were no **“Passengers-Multiday net revenue charges”** from the Grand Celebration multi-day passenger cruise ship from October through most of December 2017 as a result of FEMA chartering the ship for relief housing in St. Thomas, U.S. V.I., due to Hurricane Irma in September 2017. Grand Celebration cruise sailings resumed on December 23, 2017 and the Port's second multiday cruise ship “Grand Classica” began sailing on April 13, 2018. FY 2018 YTD net revenues were \$2,105,924 from 294,915 passengers which resulted in a FY 2018 YTD net favorable budget variance of only \$1,902 due to the budget reforecast. The Grand Celebration and Classica combined passenger counts over the past two (2) full months of sailing have provided the Port with approximately a 32% increase in passengers over the same time frame as the prior year's with only one cruise ship.

**Parking** revenue is unfavorable to the FY 2018 YTD Budget by (\$110,785). This is primarily as a result of the issues caused by Hurricane Irma and the subsequent chartering of the cruise vessel mentioned in the above paragraph. The budget short fall for passenger charges and parking were partially offset by relief fees of \$315,000, recorded in miscellaneous income, for the three-month loss of the cruise ship provided by Paradise Cruise Line. The addition of the second cruise ship and the budget reforecast should help in reducing the unfavorable budget variance over the remaining three months of the fiscal year.

**Total Operating Expenses before depreciation and amortization** for June 2018 is \$960,701 and Current Actual FY 2018 YTD is \$7,031,871 which is unfavorable to the FY 2018 YTD Budget by \$174,598, primarily from additional contracted security costs and cruise terminal maintenance costs as a result of the second cruise ship; additional port-wide repairs and maintenance for docks, plumbing, electrical and storm drains; and subscription services for mass notification mobile communications tool and real-time live monitoring search engine tool for social media intelligence hat was approved by the board and covered under the Port Security grant 75/25 matching. Hurricane Irma related costs will impact the Port during all of FY 2018. Hurricane related costs will increase as repairs are completed on buildings, high and low mast lighting and other damages. The Port has incurred non-capital Hurricane Irma expenses of \$57,765 for FY 2018 YTD. The Port is expected to

receive reimbursements through FEMA in the future. The Port has also incurred significant R&R major repair expenditures of \$152,148 for the cruise terminal escalator and one of the MOC elevators. The Port's reforecast budget has been increased to \$500,000 for R&R non-capital expenses and total actual expenses of \$296,332 have been incurred year to date through FY 2018 YTD; or nine months. Therefore, with the remaining anticipated hurricane expenses and other major repairs that may arise due to the Port's age and the second multi-day cruise ship, the R&R expenses are not expected to exceed the budget.

**Depreciation Expense** is favorable to the FY 2018 YTD Budget by only \$1,871. However, additional capital asset purchases and the completion of construction in progress projects during FY 2018 will increase depreciation expense, however it is not expected to be over budget.

The Port's FY 2018 YTD **Income before contributions** is \$2,430,930 which is favorable to the FY 2018 YTD Budget by \$116,901. This is a result of operating and non-operating revenue increases exceeding increases in operating expenses.

**Current Ratio – 5.0 times Debt to Net Position – 32.1% Operating Profit Margin – 23.0%**

Cash coverage is sound with over 600 days of cash on hand; conservative low leverage debt; operating efficiency is good with profit margins over 20%, the higher the rate, the more effectively capital is being utilized to generate operating revenue.

#### **FY 2018 Budget Reforecast:**

Port management prepared a budget reforecast for the remainder of FY 2018 that was approved by the board at the June 2018 meeting. The new FY 2018 budget reforecast has been incorporated in the June 2018 financial statements. The Port is moving forward with demolishing the MOB and converting three acres of land into a cargo terminal per the current Tropical Shipping and FDOT grant agreements. Therefore, the write-off for the loss on disposition of the MOB, as a non-operating item, which was included in the budget reforecast will be recorded in August 2018 at approximately \$900,000. The Port received and recorded insurance proceeds of \$66,537 in June 2018 for the loss of fenders in last year's hurricane which is an unbudgeted item.

**Prepared by: Daniel Kirchman, CPA, CGMA®, CPE™ - Port Controller**

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-2**

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**PREPARED BY:** Paul J. Zielinski Deputy Director - CFO August 16, 2018

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**SUBJECT:** Cargo Reports and Customer Performance Summary for the month and nine months ended June 30, 2018, and prior.

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**BACKGROUND:** Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month and nine months ended June 30, 2018, and prior.

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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**FINANCIAL IMPACT:** None

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**RECOMMENDATIONS:** The Board of Commissioners is respectfully requested to approve the Cargo Reports and Customer Performance Summary for the month and nine months ended June 30, 2018, and prior.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Deferred To: \_\_\_\_\_

Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_

By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
ALL-CARGO TONNAGE REPORT  
JUNE 2018**

	<b>June 2018 Actual</b>	<b>June 2017 Actual</b>	<b>Variance</b>	<b>Year To Date Oct '17 - June '18</b>	<b>Year To Date Oct '16 - June '17</b>	<b>Variance</b>
<b>CARGO TONNAGE (in short tons)</b>						
<b>General Cargo</b>						
Container	126,309	105,339	19.91%	1,046,136	966,592	8.23%
Break-bulk	10,429	12,494	(16.53%)	83,693	70,869	18.10%
Trans-shipment	6,713	6,019	11.53%	47,524	66,774	(28.83%)
<b>Sub-Total General Cargo</b>	<u>143,451</u>	<u>123,852</u>	15.82%	<u>1,177,353</u>	<u>1,104,235</u>	6.62%
<b>Bulk and Dry Cargo</b>						
Asphalt	13,676	7,329	86.60%	83,604	75,336	10.97%
Diesel Fuel	16,986	18,107	(6.19%)	108,399	100,002	8.40%
Utility Fuel Oil	0	0	0.00%	0	0	0.00%
Miscellaneous	0	0	0.00%	0	0	0.00%
Recyclable Steel	0	0	0.00%	27,705	20,274	36.65%
Molasses	13,236	0	100.00%	139,656	140,081	(0.30%)
Sugar	29,400	29,400	0.00%	396,480	461,347	(14.06%)
<b>Sub-Total Bulk and Dry Cargo</b>	<u>73,298</u>	<u>54,836</u>	33.67%	<u>755,844</u>	<u>797,040</u>	(5.17%)
<b>TOTAL ALL CARGO</b>	<u>216,749</u>	<u>178,688</u>	21.30%	<u>1,933,197</u>	<u>1,901,275</u>	1.68%
<b>Containers - 20-Foot (TEU)</b>						
Inbound	13,211	11,120	18.80%	110,091	105,562	4.29%
Outbound	13,711	11,576	18.44%	116,063	106,953	8.52%
Trans-shipment	560	477	17.40%	4,236	5,527	(23.36%)
<b>TOTAL TEUs</b>	<u>27,482</u>	<u>23,173</u>	18.59%	<u>230,390</u>	<u>218,042</u>	5.66%
Rail Cars In	988	794	24.43%	7,540	7,185	4.94%
Rail Cars Out	985	805	22.36%	7,545	7,179	5.10%
Vessels (cargo)	126	107	17.76%	1,146	1,053	8.83%
Vessels (multi-day cruise)	30	14	114.29%	134	123	8.94%
<b>Passengers</b>						
Multi-Day Cruise	58,450	46,457	25.82%	294,915	319,314	(7.64%)
Other (includes in-transit)	0	0	0.00%	141	0	100.00%
<b>TOTAL PASSENGERS</b>	<u>58,450</u>	<u>46,457</u>	25.82%	<u>295,056</u>	<u>319,314</u>	(7.60%)

NOTE: Tonnage represents cargo operations for vessels which have sailed during the month.

**PORT OF PALM BEACH DISTRICT  
CUMULATIVE ALL CARGO TONNAGE  
FY 2018**

	<b>Oct-17</b>	<b>Nov-17</b>	<b>Dec-17</b>	<b>Jan-18</b>	<b>Feb-18</b>	<b>Mar-18</b>	<b>Apr-18</b>	<b>May-18</b>	<b>Jun-18</b>	<b>Jul-18</b>	<b>Aug-18</b>	<b>Sep-18</b>	<b>Fiscal Year Oct 17 - Sep 18</b>
<b>CARGO TONNAGE (in short tons)</b>													
<b>General Cargo</b>													
Container	118,131	117,208	115,138	104,928	108,023	125,355	104,864	126,180	126,309				1,046,136
Break-bulk	6,159	8,867	8,172	6,898	10,309	10,274	14,026	8,559	10,429				83,693
Trans-Shipment	3,860	4,882	4,455	4,079	5,497	4,269	7,056	6,713	6,713				47,524
<b>Sub-Total General Cargo</b>	<b>128,150</b>	<b>130,957</b>	<b>127,765</b>	<b>115,905</b>	<b>123,829</b>	<b>139,898</b>	<b>125,946</b>	<b>141,452</b>	<b>143,451</b>	-	-	-	<b>1,177,353</b>
<b>Bulk and Dry Cargo</b>													
Asphalt	7,165	7,079	11,058	9,385	7,017	4,503	6,338	17,383	13,676				83,604
Diesel Fuel	11,995	13,451	14,917	12,115	-	15,064	12,024	11,847	16,986				108,399
Utility Fuel Oil	-	-	-	-	-	-	-	-	-				-
Miscellaneous	-	-	-	-	-	-	-	-	-				-
Recyclable Steel	-	-	-	9,230	6,350	-	-	12,125	-				27,705
Molasses	-	-	54,753	-	44,105	-	27,562	-	13,236				139,656
Sugar	58,716	58,716	43,932	58,716	44,100	14,700	44,100	44,100	29,400				396,480
<b>Sub-Total Bulk and Dry Cargo</b>	<b>77,876</b>	<b>79,246</b>	<b>124,660</b>	<b>89,446</b>	<b>101,572</b>	<b>34,267</b>	<b>90,024</b>	<b>85,455</b>	<b>73,298</b>	-	-	-	<b>755,844</b>
<b>TOTAL ALL CARGO</b>	<b>206,026</b>	<b>210,203</b>	<b>252,425</b>	<b>205,351</b>	<b>225,401</b>	<b>174,165</b>	<b>215,970</b>	<b>226,907</b>	<b>216,749</b>	-	-	-	<b>1,933,197</b>
<b>Containers - 20-Foot (TEU)</b>													
Inbound	10,415	11,903	11,377	12,745	12,138	12,917	12,183	13,202	13,211				110,091
Outbound	12,453	12,558	13,125	11,815	12,274	14,076	12,365	13,686	13,711				116,063
Trans-Shipment	373	496	421	413	447	359	607	560	560				4,236
<b>TOTAL TEUs</b>	<b>23,241</b>	<b>24,957</b>	<b>24,923</b>	<b>24,973</b>	<b>24,859</b>	<b>27,352</b>	<b>25,155</b>	<b>27,448</b>	<b>27,482</b>	-	-	-	<b>230,390</b>
Rail Cars (total)	1,478	1,619	1,665	1,509	1,529	1,796	1,585	1,931	1,973				15,085
Vessels (cargo)	116	135	136	124	120	142	123	124	126				1,146
Vessels (Multi-Day)	-	-	5	15	14	15	24	31	30				134
<b>Passengers</b>													
Multi-Day	-	-	11,810	30,871	37,579	44,615	52,131	59,459	58,450				294,915
Other (includes in transit)	-	-	141	-	-	-	-	-	-				141
<b>TOTAL PASSENGERS</b>	<b>-</b>	<b>-</b>	<b>11,951</b>	<b>30,871</b>	<b>37,579</b>	<b>44,615</b>	<b>52,131</b>	<b>59,459</b>	<b>58,450</b>	-	-	-	<b>295,056</b>

**PORT OF PALM BEACH DISTRICT  
CUSTOMER PERFORMANCE SUMMARY  
JUNE 2018**

	ALL CUSTOMERS				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 1,328,122	\$ 10,549,161	\$ 9,887,627	TONNAGE	216,749	1,933,197	1,901,275	
RENTS	366,322	3,276,096	3,180,502	TEUS	27,482	230,390	218,042	
TOTAL	<u>\$ 1,694,444</u>	<u>\$ 13,825,257</u>	<u>\$ 13,068,129</u>	RAILCARS	1,973	15,085	14,364	
				PASSENGERS	58,450	295,056	319,314	

	TROPICAL SHIPPING				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 425,815	\$ 4,139,665	\$ 3,536,656	TONNAGE	130,987	1,073,875	1,012,116	
RENTS	120,985	1,024,585	1,017,223	TEUS	26,898	225,554	212,800	
TOTAL	<u>\$ 546,800</u>	<u>\$ 5,164,250</u>	<u>\$ 4,553,879</u>	RAILCARS	1,946	14,923	14,246	

	MULTI-DAY CRUISE (including parking)				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE-NET	\$ 587,035	\$ 3,360,184	\$ 3,255,694	TONNAGE	0	0	0	
RENTS	12,000	85,032	94,829	CARS	7,604	38,985	42,965	
TOTAL	<u>\$ 599,035</u>	<u>\$ 3,445,216</u>	<u>\$ 3,350,523</u>	PASSENGERS	58,450	294,915	319,314	

	FLORIDA SUGAR AND MOLASSES				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 52,952	\$ 818,945	\$ 916,139	TONNAGE	42,636	536,136	601,428	
RENTS	19,922	179,295	179,295	TEUS	0	0	0	
TOTAL	<u>\$ 72,874</u>	<u>\$ 998,240</u>	<u>\$ 1,095,434</u>	RAILCARS	0	0	0	

	TEETERS				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 68,358	\$ 496,595	\$ 355,868	TONNAGE	5,717	41,463	32,715	
RENTS	27,426	244,482	212,032	TEUS	202	1,454	1,623	
TOTAL	<u>\$ 95,784</u>	<u>\$ 741,077</u>	<u>\$ 567,900</u>	VEHICLES	1,579	8,580	6,277	

	SOUTH FLORIDA MATERIALS/VALERO				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 43,992	\$ 255,101	\$ 274,863	TONNAGE	30,662	192,004	175,340	
RENTS	2,996	26,931	26,358	TEUS	0	0	0	
TOTAL	<u>\$ 46,988</u>	<u>\$ 282,032</u>	<u>\$ 301,221</u>	RAILCARS	1	6	24	

	GULFSTREAM				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 25,244	\$ 218,450	\$ 262,532	TONNAGE	4,859	38,687	45,013	
RENTS	17,208	156,957	133,772	TEUS	382	3,305	3,581	
TOTAL	<u>\$ 42,452</u>	<u>\$ 375,407</u>	<u>\$ 396,305</u>	RAILCARS	2	14	16	

	T PARKER HOST				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 8,750	\$ 261,537	\$ 373,709	TONNAGE	397	12,759	12,866	
RENTS	419	3,773	3,672	TEUS	0	15	38	
TOTAL	<u>\$ 9,169</u>	<u>\$ 265,310</u>	<u>\$ 377,381</u>	RAILCARS	0	0	0	

	STONEROCK				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 28,386	\$ 294,419	\$ 200,674	TONNAGE	0	27,705	20,274	
RENTS	17,948	157,435	147,000	TEUS	0	0	0	
TOTAL	<u>\$ 46,334</u>	<u>\$ 451,854</u>	<u>\$ 347,674</u>	RAILCARS	0	0	0	

	MINIMUM GUARANTEES		
	CURRENT YEAR		PRIOR YTD
	UNIT	YTD	
CEMEX(USA)	150,000 st	\$ 151,500	\$ 150,000
So. FL Materials	800,000 bbl	-	59,778
TOTAL		<u>\$ 151,500</u>	<u>\$ 209,778</u>

	ADDITIONAL RENTS		
	CURRENT YEAR		PRIOR YTD
	MONTH	YTD	
MERCHANTS	\$ 34,122	\$ 307,099	\$ 253,533
GSA	40,557	365,017	365,088
CBS	10,158	90,827	89,046
CHENEY	7,931	71,375	68,491
SHAMBA	-	75,064	168,894
ALL OTHER	47,392	423,236	369,748
TOTAL	<u>\$ 140,160</u>	<u>\$ 1,332,618</u>	<u>\$ 1,314,800</u>

	PORT CONTRACTORS				CURRENT YEAR			PRIOR YTD
	CURRENT YEAR		PRIOR YTD		CURRENT YEAR		PRIOR YTD	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 11,026	\$ 113,140	\$ 12,532	TONNAGE	1,349	7,753	703	
RENTS	7,258	64,988	51,521	TEUS	0	62	0	
TOTAL	<u>\$ 18,284</u>	<u>\$ 178,128</u>	<u>\$ 64,053</u>	RAILCARS	3	19	0	

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-3**

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**PREPARED BY:** Paul J. Zielinski Deputy Director - CFO August 16, 2018

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**SUBJECT:** Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statements – June 2018.

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**BACKGROUND:** The Cash and Investment Reconciled Bank Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – June 2018.

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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**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 – June 2018.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
CASH BALANCES  
JUNE 30, 2018**

**UNRESTRICTED CASH:**

<b>Operating Accounts</b>	<b>\$ 16,311,205</b>	
Petty Cash	1,600	
<b>TOTAL UNRESTRICTED CASH</b>	<b>\$ 16,312,805</b>	<b>\$ 16,312,805</b>

**RESTRICTED CASH:**

**Board Restricted**

**Capital Improvement:**

FDOT Seaport Grant Projects (1)	\$ 4,138,205	
Less: Grant Receivable	\$ (324,159)	
Net Grants	<b>\$ 3,814,046</b>	

Other Capital Improvement	\$ 747,724	
Total Capital Improvement	<b>\$ 4,561,769</b>	

**Renewal and Replacement:**

Cruise Terminal Infrastructure Fee	\$ 365,344	
Other Renewal and Replacement	\$ 552,679	
Total Renewal and Replacement	<b>\$ 918,023</b>	

<b>Port Development</b>	<b>\$ 683,199</b>	
<b>Deposits and Other</b>	<b>\$ 375,000</b>	

**Total Board Restricted Cash** **\$ 6,537,991**

**Bond Restricted - Debt Service**

Reserve for Revenue bonds	\$ 4,397,456	
Sinking Fund Bond Escrows for P&I	\$ 3,060,311	

**Total Bond restricted Cash** **\$ 7,457,767**

**TOTAL RESTRICTED CASH** **\$ 13,995,758**

**TOTAL CASH** **\$ 30,308,563**

(1) - See list of active FDOT Grant projects.

**PORT OF PALM BEACH DISTRICT  
STATEMENT OF CASH FLOWS  
For the Month of June 2018**

	REVENUE	O&M	O&M IMPRESS	PAYROLL IMPRESS	PETTY CASH	TOTAL OPERATIONS - UNDESIGNATED
<i>Begin Balance 10/01/2017</i>	<i>11,005,015</i>	<i>1,734,865</i>	<i>0</i>	<i>8,732</i>	<i>1,600</i>	<i>12,750,212</i>
Beginning Balance 6/1/2018	\$ 14,209,005	\$ 2,026,623	\$ 0	\$ 129,487	\$ 1,600	\$ 16,366,715
Receipts	2,589,593	35,969	-	-	-	2,625,561
Transfers In	-	953,457	1,097,682	256,000	-	2,307,139
Interest	5,794	-	-	-	-	5,794
Payments	(39,978)	(28,717)	(1,097,682)	(341,423)	-	(1,507,801)
Transfers Out	(2,657,793)	(826,811)	-	-	-	(3,484,604)
Ending Balance 6/30/2018	<u>\$ 14,106,621</u>	<u>\$ 2,160,520</u>	<u>\$ -</u>	<u>\$ 44,064</u>	<u>\$ 1,600</u>	<u>\$ 16,312,805</u>
NET CHANGE (Current)	(102,385)	133,898	(0)	(85,423)	-	(53,910)
NET CHANGE (YTD)	3,101,606	425,655	0	35,333	0	3,562,593

	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
<i>Begin Balance 10/01/2017</i>	<i>25,000</i>	<i>372,452</i>	<i>0</i>	<i>0</i>	<i>798,586</i>	<i>0</i>	<i>4,686,644</i>	<i>5,882,682</i>
Beginning Balance 6/1/2018	\$ 375,000	\$ 744,563	\$ -	\$ -	\$ 504,054	\$ -	\$ 7,124,122	\$ 8,747,739
Receipts	-	1	-	66,537	-	-	-	66,538
Transfers In	-	71,715	7,601	-	473,733	59,764	324,034	936,846
Interest	-	-	-	-	-	-	9,611	9,611
Payments	-	-	(7,601)	(15,338)	(0)	(44,426)	-	(67,365)
Transfers Out	-	(133,080)	-	(51,199)	(59,764)	(15,338)	-	(259,381)
Ending Balance 6/30/2018	<u>\$ 375,000</u>	<u>\$ 683,199</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 918,023</u>	<u>\$ -</u>	<u>\$ 7,457,767</u>	<u>\$ 9,433,989</u>
NET CHANGE (Current)	-	(61,364)	-	-	413,969	-	333,645	686,249
NET CHANGE (YTD)	350,000	310,746	0	0	119,437	0	2,771,124	3,551,307

	CAPITAL IMPROVEMENT FDOT SEAPORT GRANTS	CAPITAL IMPROVEMENT OTHER	TOTAL CAPITAL IMPROVEMENT - DESIGNATED	TOTAL ALL CASH
<i>Begin Balance 10/01/2017</i>	<i>5,519,288</i>	<i>1,036,086</i>	<i>6,555,374</i>	<i>25,007,682</i>
Beginning Balance 6/1/2018	\$ 4,068,180	\$ 597,284	\$ 4,665,464	\$ 29,779,919
Receipts	63,759	28,557	92,317	2,784,416
Transfers In	893,730	1,019,693	1,913,422	5,157,408
Interest/Dividends	-	-	-	15,406
Payments	(691,931)	(4,080)	(696,011)	(2,271,177)
Transfers Out	(519,693)	(893,730)	(1,413,422)	(5,157,408)
Ending Balance 6/30/2018	<u>\$ 3,814,046</u>	<u>\$ 747,724</u>	<u>\$ 4,561,769</u>	<u>\$ 30,308,563</u>
NET CHANGE (Current)	(254,134)	150,440	(103,694)	528,645
NET CHANGE (YTD)	(1,705,242)	(288,362)	(1,993,604)	5,300,882

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 @ 06/30/18	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	\$ 51,637	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	\$ 34,631	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
<b>Port of Palm Beach - FDOT Seaport Grants</b>									<b>\$ 4,138,205</b>	

**PORT OF PALM BEACH DISTRICT  
AMERICAN EXPRESS MONTHLY STATEMENT  
ENDING ON 06/28/18**

**BUSINESS DEVELOPMENT FUND:**

SUN SENTINEL- MONTHLY SUBSCRIPTION FEE	\$ 15.96
PALM BEACH POST- MONTHLY SUBSCRIPTION FEE	\$ 23.31
PUBLIX- FOOD FOR WORKSHOP WITH CITY OF RIVIERA BEACH	\$ 34.60
C.R. CHICKS- FOOD FOR WORKSHOP WITH CITY OF RIVIERA BEACH	\$ 357.96
PANERA BREAD- REFRESHMENTS FOR TENANT MEETING	\$ 155.10
AAA- ANNUAL MEMBERSHIP RENEWAL FOR M. ALMIRA	\$ 127.00
PUBLIX- FOOD FOR CYBER SECURITY MEETING	\$ 13.05
JUPITER DONUTS- FOOD FOR CYBER SECURITY MEETING	\$ 72.84
SAILFISH MARINA- LUNCH MEETING WITH CRACKER BOY AND K. HERN - M. ALMIRA	\$ 95.09
FRIGATES- LUNCH MEETING WITH MERCHANTS EXPORTS AND J. KACZWARA - M. ALMIRA	\$ 72.43
PARK AVENUE- LUNCH MEETING WITH TROPICAL SHIPPING AND K. HERN - M. ALMIRA	\$ 60.63
LA BAMBA- LUNCH MEETING WITH LM HEAVY CIVIL TO DISCUSS BERTH 17- M. ALMIRA	\$ 35.43
LAKE PARK DINER- BREAKFAST MEETING WITH COMMISSIONER MCARTHUR - M. ALMIRA	\$ 24.74
OCEAN GRILL- LUNCH MEETING WITH AMERICAN YACHT AGENCY AND P. ZIELINSKI - J. KACZWARA	\$ 129.14
PELICAN CAFÉ- LUNCH MEETING WITH TROPICAL SHIPPING- J. KACZWARA	\$ 72.99
AAPA- REGISTRATION TO ATTEND ENERGY & ENVIRONMENT SEMINAR 09/11-12/2018- J. KACZWARA	\$ 1,200.00
UNITED AIR- FLIGHT TO ATTEND AAPA SEMINAR 09/11-12/2018- J. KACZWARA	\$ 202.40
NPB CHAMBER OF COMMERCE- (2) BUSINESS AFTER HOURS TICKETS FOR COMMISSIONER CIKLIN	\$ 30.00
NPB CHAMBER OF COMMERCE- TICKET FOR V. HOWARD TO ATTEND BREAKFAST BEFORE HOURS EVENT	\$ 30.00
STONEWALL BALL- (2) TICKETS EACH FOR COMMISSIONERS ENRIGHT & WALDRON TO ATTEND BALL ON 6/30/18	\$ 319.24
AAPA- REFUND FOR COMMISSIONER ENRIGHT'S REGISTRATION TO ATTEND CONVENTION IN CANADA 06/19-21/18	\$ (1,025.00)
MARRIOTT- CANCELLATION FEE CHARGED IN ERROR FOR COMMISSIONER ENRIGHT'S RESERVATION (REFUNDED 07/07/2018)	\$ 211.15
<b>ⓐ CHECK # 6214 - 07/13/18</b>	<b>\$ 2,258.06</b>

**OPERATIONS AND MAINTENANCE FUND:**

MICHAELS- FRAMES FOR EMPLOYEE SERVICE AWARDS	\$ 42.80
WALGREENS- CANDY FOR COMMISSIONERS AT MEETINGS	\$ 28.97
PUBLIC RISK MANAGEMENT ASSOCIATION- MEMBERSHIP RENEWAL FOR B. GREFFIN	\$ 385.00
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	\$ 24.99
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	\$ 24.99
AMAZON.COM- I.T. SUPPLIES FOR EQUIPMENT ON BUILDING #1 ROOFTOP	\$ 95.42
AMAZON.COM- TONER CARTRIDGES FOR I.T. DEPARTMENT	\$ 1,061.70
AMAZON.COM- TABLE CLOTHS FOR PORT MEETINGS/EVENTS	\$ 49.45
THE STAMP MAKER- "APPROVED FOR PAYMENT" STAMP FOR V. HOWARD	\$ 29.05
AMAZON.COM- VARIOUS OFFICE SUPPLIES	\$ 62.73
BIG APPLE PIZZA- PIZZA LUNCH FOR PORT STAFF	\$ 370.68
WALGREENS- CANDY FOR EXECUTIVE OFFICES	\$ 26.72
AMAZON.COM- INK RIBBONS FOR BADGE PRINTERS AT ID OFFICE	\$ 268.00
VARIDESK- SIT-STAND DESKTOP CONVERTER FOR A. ALONZO	\$ 290.00
AMAZON.COM- REPLACEMENT PHONE CHARGERES FOR PORT IPHONES	\$ 21.79
1-800-FLOWERS- FLOWER ARRANGEMENT FOR FUNERAL OF STAFF FAMILY MEMBER	\$ 119.76
IDEMIA IDENTITY & SECURITY USA, LLC- TWIC BADGE REPLACEMENT FOR J. KACZWARA	\$ 60.00
<b>ⓐ CHECK # 21450 - 07/13/18</b>	<b>\$ 2,962.05</b>

ⓐ THE ABOVE CHARGES WERE THROUGH THE MONTHLY STATEMENT ENDING ON 06/28/18.

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-4**

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**PREPARED BY:** Paul J. Zielinski Deputy Director - CFO August 16, 2018

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**SUBJECT:** Accountant's Review Report for June 2018

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**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 June 2018.

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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**FINANCIAL IMPACT:** None

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**RECOMMENDATIONS:** The Board of Commissioners is respectfully requested to approve the Accountant's Review Report for June 2018 issued by the firm of Divine, Blalock, Martin & Sellari, LLC to the Port of Palm Beach District.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

---

**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

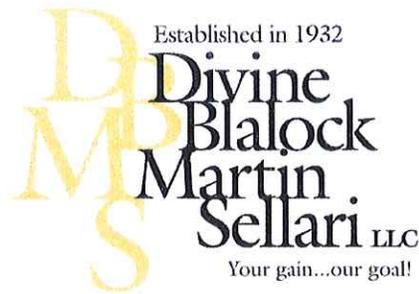
Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

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+1, A+



**Certified Public Accountants and Consultants**

580 Village Boulevard, Suite 110  
West Palm Beach, FL 33409  
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MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)  
WILBUR F. DIVINE, IV, CPA (1925-1989)  
JAMES A. BLALOCK, CPA (1914-1998)  
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

July 16, 2018

Board of Commissioners  
Port of Palm Beach District  
1 East 11<sup>th</sup> 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 June 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  
Account Manager

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-5**

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**PREPARED BY:** Paul Zielinski                      Chief Financial Officer                      August 16, 2018

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**SUBJECT:    CONTRACT RENEWALS**

None

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**BACKGROUND:**

N/A

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**ADDITIONAL INFORMATION ATTACHED:**                      No   X                        Yes       

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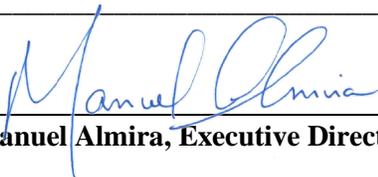
**FINANCIAL IMPACT:** N/A

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**RECOMMENDATION:** None

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

---

**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous:    Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-6**

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**PREPARED BY:** Paul Zielinski                      Chief Financial Officer                      August 16, 2018

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**SUBJECT:**                      Contract Report

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**BACKGROUND:**                      Attached is a copy of the Port of Palm Beach Contract Report for review and discussion.

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**ADDITIONAL INFORMATION ATTACHED:**                      No \_\_\_\_\_ Yes   X  

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**FINANCIAL IMPACT:** N/A

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**RECOMMENDATION:**    None. Informational Item Only.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

---

**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous:    Yes \_\_\_\_\_ No \_\_\_\_\_  
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
<b><u>Pending Items</u></b>								
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 Kaczwarra	10/01/17	9/30/2018	1	Cost is \$7,500.00 annually.	Auto renewal, unless cancelled with 60 days written notice. Issuing notice to cancel, eff. 9/30/18.
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		<b>Will be addressed as part of the 2019 budget.</b>
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		<b>Will be addressed as part of the 2019 budget.</b>
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		<b>Will be addressed as part of the 2019 budget.</b>
Metlife		Port/employee paid dental insurance	Finance/Paul Zielinski	10/01/16	9/30/2018	1		<b>Will be addressed as part of the 2019 budget.</b>
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		<b>Will be addressed as part of the 2019 budget.</b>
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 renews 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 btd. 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.
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.

**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
MCCI	Administration	Laserfiche software & services - Port's records	Admin./Beatrice Greffin	12/28/17	12/27/2018	1	Annual support cost \$5,365.60	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	Admin./Beatrice Greffin	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 Kaczwarra	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	Admin./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	Admin./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.
Gary, Dytrych, & Ryan	Legal Services	Legal Services	Executive Office/Manny Almira	09/10/98	7/31/2019	1	Automatic 1 yr. renewals through 06, 2-yr. renewal 06-08, with increase in rate from \$160 - \$200 p.h. 1-yr. renewals 09-18 same terms and conditions. Cost is currently \$200 per hour.	30 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
Akerman Senterfitt (ASE)	Public Policy Consulting Services	Public Policy Consulting Services	Executive Office/Manny Almira	08/01/11	7/31/2019	1	1 yr. renewals through 2018. Current cost is \$36,000 per year.	30 days 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.
idSoftware	Southgate Warehouse	Hardware & Software Support and Maintenance - TWIC fingerprint scanners.	Security/Ken Hern	03/01/14	9/30/2019	1	One year renewals thereafter. Current cost \$18,024.00 per year.	60 days written notice.
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
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 Gervais 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.

**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
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.
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 Kaczwarra	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

**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
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 F-7**

August 16, 2018

**PREPARED BY:** Jarra Kaczvara 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:

Caribbean American for Community Involvement, Inc.	29 <sup>th</sup> Annual Friendship Ball <i>(Bronze Sponsorship at \$1,000)</i>	September 15, 2018
Martin Luther King, Jr. Coordinating Committee	Martin Luther King Celebration <i>(Table Sponsorship at \$1,050)</i>	January 21, 2019
Business Development Board of PBC	36 <sup>th</sup> Annual Gala <i>(Table Sponsorship at \$3,900)</i>	September 29, 2019

**Trade Events**

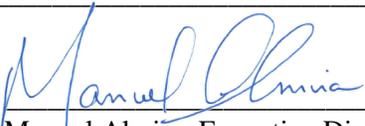
Forum Club	Tickets & Events	September 2018
Economic Council	Tickets & Events	September 2018
Economic Forum	Tickets & Events	September 2018
Business Development Board (BDB)	Tickets & Events	September 2018
Convention & Visitors Bureau	Tickets & Events	September 2018
Member Chambers of Commerce	Tickets & Events	September 2018
Navy League	Tickets & Events	September 2018
International Business Council	Tickets & Events	September 2018
Women's Transportation Seminar (WTS)	Tickets & Events	September 2018

**FINANCIAL IMPACT:** These items are funded from the FY18 Operating Budgets.

**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

**RECOMMENDATION:** The Board of Commissioners is respectfully requested to approve and/or ratify the above listed sponsorships, trade events, seminars and conferences.

**Respectfully Submitted By:**

  
 Manuel Almira, Executive Director

**DATE ACTION TAKEN:** \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Disapproved: \_\_\_\_\_  
 Deferred To: \_\_\_\_\_  
 Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
 Seconded By: \_\_\_\_\_  
 Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
 By: \_\_\_\_\_



*Caribbean American For Community Involvement, in Florida, Inc.*

A 501(c)(3) Organization – (EIN #65-0965408)

675 Royal Palm Beach Boulevard • Room 134 • Royal Palm Beach, FL 33411  
www.cafcipbc.org • E-mail: cafcipbc@bellsouth.net • Phone: 561.790.4002

Follow us on Facebook

June 29, 2018

Honorable Wayne M. Richards  
Port of Palm Beach  
One East 11th Street, Suite 600  
Riviera Beach, FL 33404



Dear Commissioner Richards:

CAFCI's Annual Friendship Ball will be held on **Saturday, September 15, 2018 at 7 pm** at the Hilton Palm Beach Airport in West Palm Beach, Florida. It is our premier event. This year's theme is "**CAFCI, Serving Our Community and Beyond**". This grand affair attracts a large cross section of Palm Beach County and its neighboring counties. Proceeds from the ball are earmarked for our Annual Student Assistance Awards and community outreach programs such as the Youth Talent Show, Annual Martin Luther King Day Celebration and Cultural Diversity Day as well as other events that benefit the community at large.

We are submitting a request to you for sponsorship or purchase of advertisement in our Annual Friendship Ball Journal. The circulation of the journal provides our sponsors/advertisers significant recognition and visibility on our website - [www.cafcipbc.org](http://www.cafcipbc.org), and at the ball as well as some of our events. Enclosed please find the following:

- Advertisement Request Form
- Sponsorship and Support Opportunities

We also extend an invitation to you, your staff, family and friends to attend the Friendship Ball. Tickets are \$100 each. If you have any questions or would like to purchase tickets, please contact CAFCI's office at 561.790.4002 or [cafcipbc@bellsouth.net](mailto:cafcipbc@bellsouth.net) or any of the persons listed below:

- Audrey Campbell, Journal Coordinator: 561.792.1129; [acampbell@cruiseplanners.com](mailto:acampbell@cruiseplanners.com)
- Genieve White, Journal/Sponsorship: 561.876.4161; [gen\\_white@msn.com](mailto:gen_white@msn.com)
- Dennis Wright, President: 561.653.1586; [denban22@aol.com](mailto:denban22@aol.com)
- Junette Powell: 561.346.2353; [junettep56@gmail.com](mailto:junettep56@gmail.com)

Your kind consideration of support is greatly appreciated. We look forward to hearing from you soon.

Sincerely,

Dennis Wright  
President

Enclosures



*Caribbean American For Community Involvement, in Florida, Inc.*

A 501(c)(3) Organization - [EIN #65-0965408]

675 Royal Palm Beach Boulevard • Room 134 • Royal Palm Beach, FL 33411

www.cafci.org • E-mail: cafci@bellsouth.net • Phone: 561.790.4002

Follow us on Facebook

**29<sup>th</sup> Annual FRIENDSHIP BALL**

Hilton Palm Beach Airport

150 Australian Avenue, West Palm Beach, FL 33406

**Saturday, September 15, 2018 at 7 pm**

**JOURNAL ADVERTISEMENT REQUEST**

Please check (✓) the type of advertisement required and complete the Payment and Setup Section below. We request that the Advertiser retain a copy of this document for his records. All advertisement requests are due on or before **August 17, 2018**.

Type of Advertisement	Price	(✓)
Outside Back Cover (8½" x 11")	\$650	
Inside Back Cover (8½" x 11")	\$600	
Inside Front Cover (8½" x 11")	\$600	
Full Page (8½" x 11")	\$450	
Half Page (5½" x 8 ½")	\$250	
Quarter Page (4 ¼" x 8½")	\$125	
Business Card (2" x 3 ¼")	\$75	

All advertisements which are not type-set and photo ready will be subject to additional setup charges.

Send final ad to [cafci@bellsouth.net](mailto:cafci@bellsouth.net); Include in the subject line "Annual Friendship Ball Ad"

Name of Advertiser	
Contact Person	
Address	
City, State Zip	
Telephone	
E-Mail	
Signature of Advertiser	Date
Signature of CAFCI Member	Date

*Journals are available upon request and based on availability, following the event.*

PAYMENT	
Type of Ad, Setup Charges, Donation	
Ad Price checked Above:	\$
Picture(s) \$10 each:	\$
<b>Complete Ad Setup Charges:</b>	
Bus. Card - \$15	\$
¼ page - \$20	\$
½ page - \$25	\$
Full page - \$35	\$
Typeset changes to copy (\$5 minimum)	\$
Additional Tax Deductible Donation	\$
<b>Total payment enclosed</b>	<b>\$</b>

Make check or money order payable to:  
**Caribbean American for Community Involvement in Florida Inc.**  
 Attention - Sponsorship & Journal Committee  
 1030 Royal Palm Beach Blvd, Box 11  
 Royal Palm Beach, FL 33411  
 Or  
 Pay Online by Pay Pal (additional charges apply)  
 Website: [www.cafci.org](http://www.cafci.org)



*Caribbean American For Community Involvement, in Florida, Inc.*

A 501(c)(3) Organization - (EIN #65-0965408)

675 Royal Palm Beach Boulevard • Room 134 • Royal Palm Beach, FL 33411

www.cafcipbc.org • E-mail: cafcipbc@bellsouth.net • Phone: 561.790.4002

Follow us on Facebook

**29<sup>th</sup> Annual FRIENDSHIP BALL**

Hilton Palm Beach Airport

150 Australian Avenue, West Palm Beach, FL 33406

**Saturday, September 15, 2018 at 7 pm**

**SPONSORSHIP OPPORTUNITIES**

*(Due by August 17, 2018 for inclusion in Friendship Ball Journal)*

**BRONZE SPONSOR: \$1,000**

- Two (2) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation
- Acknowledgment in Ball Journal

**SILVER SPONSOR: \$2,500**

- Four (4) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation
- Acknowledgment in Ball Journal

**GOLD SPONSOR: \$5,000 or more**

- Six (6) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation and in Ball Journal
- Recognition as a Gold Sponsor on CAFCI's website for one year with direct link to sponsor's website

**ADDITIONAL SUPPORT OPPORTUNITIES**

I/We would like to support CAFCI's Annual Friendship Ball and its mission with a contribution of:  
\$500 \$250 \$100 \$\_\_\_\_\_

I/We would like to purchase \_\_\_ tickets at \$100 each.

I/We would like to reserve a table of ten (10) for \$1,000

*Tickets are also available via our website at [www.cafcipbc.org](http://www.cafcipbc.org).*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Check enclosed in the amount of \$ \_\_\_\_\_

Please make check payable to **Caribbean American for Community Involvement**

Mail: *Attention - Sponsorship & Journal Committee,*

*1030 Royal Palm Beach Blvd. P. O. Box 11, Royal Palm Beach, Florida 33411*

Charge my credit card the amount of \$ \_\_\_\_\_  Visa  MasterCard  Discover

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_





**BDB GALA**  
2018

Join the Business Development Board  
of Palm Beach County at our

**36<sup>th</sup>**  
*Annual Gala*

celebrating business with pleasure, as we  
commemorate our partnership in another year  
of succesful growth and job creation.

Please join your colleagues and friends  
as we celebrate our relocation, retention  
and expansion accomplishments for 2017-2018,  
and the bright future of our county's economy.

SATURDAY  
**SEPT.**  
**29**  
**2018**



**THE BREAKERS**  
Palm Beach

SATURDAY  
**SEPT.**  
**29**  
**2018**



**THE BREAKERS**  
Palm Beach

7:00 PM Cocktail Reception | Mediterranean Ballroom

8:00 PM Dinner & Dancing | Venetian Ballroom



\$400 per person / \$3900 per table of 10  
*Before August 31, 2018*

\$450 per person / \$4500 per table of 10  
*After August 31, 2018*

Black Tie Optional | Valet Parking Included



**RSVP**

to [bdb.org/gala](http://bdb.org/gala)



*Title Sponsor*



BOYNTON FINANCIAL GROUP, INC.

For sponsorship information contact Tim Tracy [ttracy@bdb.org](mailto:ttracy@bdb.org)



**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-8**

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**PREPARED BY:** Aidy Alonzo    Communications Manager    August 16, 2018

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**SUBJECT:**                    **Public Relations & Marketing**

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**Meltwater Reports for July 2018**

- Media:                    21 mentions | 9,744,710 potential reach
- Social:                    150 mentions, including 67 Tweets

**Social Media Metrics for July 2018**

- Facebook:                2,710 Total Likes | 47 New Likes | 8,333 Engagement | 68,771 Weekly Reach
- Twitter:                    15 Tweets | 13,500 Impressions | 820 Profile Visits | 1,827 Followers | 17 New Followers
- Instagram:                11 Posts | 1,062 Followers | 40 New Followers | 506 Engagement

**Correspondence**

- July 25                    Letter from Central Palm Beach County Chamber of Commerce
- August 2                   Letter from CareerSource Palm Beach County, Central Career Center

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**ADDITIONAL INFORMATION ATTACHED:**                    No \_\_\_\_\_ Yes   X  

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**FINANCIAL IMPACT:** n/a

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**RECOMMENDATION:** For Information Only

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

---

**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous:    Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

# Meltwater Coverage Summary | July 2018

## TOTAL REACH & AD VALUE

POTENTIAL REACH	AD VALUE
9,744,710	\$90,139

### TOTAL NEWS ITEMS BY MEDIA TYPE #

Online	21
Social	150
<b>Total</b>	<b>171</b>

### TOTAL NEWS BY MEDIA TYPE %

Online	12.28%
Social	87.72%
<b>Total</b>	<b>100%</b>

### ONLINE HIGHLIGHTS

Articles	Reach
Orlando Sentinel   July 24   <a href="#">Rigged write-in elections show need for open primaries in Florida elections</a>	1,844,172
Orlando Sentinel   July 6   <a href="#">Free \$50 credit or kids sail free on Bahamas Paradise Cruise Line</a>	1,844,172
Atlanta Journal-Constitution   July 2   <a href="#">Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel</a>	582,416
Palm Beach Post   July 31   <a href="#">The Palm Beach Post's August 2018 election endorsements</a>	428,028

### 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	142,568,114	\$1,318,755
July 2018	9,744,710	\$90,139
August 2018	-	-
September 2018	-	-
<b>Total</b>	<b>785,026,285</b>	<b>\$7,848,682</b>

# MELTWATER REPORT - JULY 2018

Date	Headline	URL	Publication	Country	Reach
2-Jul-2018	Jim Bonfiglio snags a dozen endorsements for HD 89 campaign	<a href="http://floridapolitics.com/archives/26787">http://floridapolitics.com/archives/26787</a>	Florida Politics	United States	69,000
2-Jul-2018	Travel deals: Sale fares to South Africa and birthday discounts at a NH hotel	<a href="http://www.ladyclick.info/travel-deals-sale">http://www.ladyclick.info/travel-deals-sale</a>	Lady Click	United States	1,765
2-Jul-2018	Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel	<a href="https://www.myajc.com/travel/travel-deals">https://www.myajc.com/travel/travel-deals</a>	The Atlanta Journal-Constitution	United States	582,416
2-Jul-2018	Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel	<a href="https://www.mydaytondailynews.com/travel-deals">https://www.mydaytondailynews.com/travel-deals</a>	Mydaytondailynews.com	United States	79,712
2-Jul-2018	Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel	<a href="https://www.mypalmbeachpost.com/travel-deals">https://www.mypalmbeachpost.com/travel-deals</a>	The Palm Beach Post	United States	167,839
2-Jul-2018	Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel	<a href="https://www.mystatesman.com/travel-deals">https://www.mystatesman.com/travel-deals</a>	MyStatesman.com	United States	298,597
2-Jul-2018	Travel deals: Sale fares to South Africa and birthday discounts at a N.H. hotel	<a href="http://www.newsindiatimes.com/travel-deals">http://www.newsindiatimes.com/travel-deals</a>	News India Times	India	15,578
3-Jul-2018	Local fire officials weigh in on risky rescue of soccer team from cave in Thailand	<a href="http://cbs12.com/news/local/local-fire-officials">http://cbs12.com/news/local/local-fire-officials</a>	WPEC-TV CBS12 News	United States	106,730
3-Jul-2018	Local fire officials weigh in on risky rescue of soccer team from cave in Thailand	<a href="http://cw34.com/news/local/local-fire-officials">http://cw34.com/news/local/local-fire-officials</a>	CW34	United States	2,885
6-Jul-2018	Free \$50 credit or kids sail free on Bahamas Paradise Cruise Line - lifestyle - att.net	<a href="http://start.att.net/news/read/category/life">http://start.att.net/news/read/category/life</a>	ATT.com	United States	1,779,133
6-Jul-2018	Free \$50 credit or kids sail free on Bahamas Paradise Cruise Line	<a href="http://www.orlandosentinel.com/business">http://www.orlandosentinel.com/business</a>	Orlando Sentinel	United States	1,844,172
6-Jul-2018	Free \$50 credit or kids sail free on Bahamas Paradise Cruise Line	<a href="http://www.sun-sentinel.com/features/deals">http://www.sun-sentinel.com/features/deals</a>	Sun Sentinel	United States	1,431,910
18-Jul-2018	Bahamas Paradise Cruise Line Partners with TravTech and Cruise.com	<a href="http://www.latecruiseline.com/2018/07">http://www.latecruiseline.com/2018/07</a>	Late Cruise News	Italy	1,020
20-Jul-2018	Bahamas Paradise Partners with Travtech and Cruise.Com	<a href="https://www.cruiseindustrynews.com/cruise">https://www.cruiseindustrynews.com/cruise</a>	Cruise Industry News	United States	20,563
24-Jul-2018	Rigged write-in elections show need for open primaries in Florida elections	<a href="http://www.orlandosentinel.com/opinion">http://www.orlandosentinel.com/opinion</a>	Orlando Sentinel	United States	1,844,172
28-Jul-2018	Monday is last day to register to vote in state primary	<a href="https://www.mypalmbeachpost.com/news">https://www.mypalmbeachpost.com/news</a>	The Palm Beach Post	United States	167,839
28-Jul-2018	Monday is last day to register to vote in state primary	<a href="https://www.palmbeachdailynews.com/news">https://www.palmbeachdailynews.com/news</a>	Palm Beach Daily News	United States	50,190
30-Jul-2018	How to solve sea-level rise? Join discussion in North Palm Tuesday	<a href="https://www.mypalmbeachpost.com/news">https://www.mypalmbeachpost.com/news</a>	The Palm Beach Post	United States	167,839
30-Jul-2018	Editorial: Holtz will bring a broader view to the port commission	<a href="https://www.mypalmbeachpost.com/news">https://www.mypalmbeachpost.com/news</a>	The Palm Beach Post	United States	167,839
31-Jul-2018	The Palm Beach Post's August 2018 election endorsements	<a href="https://www.palmbeachpost.com/news">https://www.palmbeachpost.com/news</a>	Palm Beach Post	United States	428,028
31-Jul-2018	The Palm Beach Post's August 2018 election endorsements	<a href="https://www.mypalmbeachpost.com/news">https://www.mypalmbeachpost.com/news</a>	The Palm Beach Post	United States	167,839

<b>Total Reach</b>	9,395,066
<b>Mentions</b>	21



**CENTRAL**  
PALM BEACH COUNTY  
CHAMBER OF COMMERCE

*Thank You*

*Audry,*

*On behalf of everyone in the Leadership Group I wanted to thank you & your colleagues at the Port for an amazing presentation and for all of the port. I know everyone, not unlike me, was not aware of the scope & volume of business you all do on a daily basis.*

*Thanks Again,*

*Jim*



**Jim O'Neil**  
Director of Business Development

**CENTRAL**  
PALM BEACH COUNTY  
CHAMBER OF COMMERCE

*Leading the Way in Connecting Businesses and Communities*

Direct 561.578.4816  
Cell 561.389.1226  
Office 561.790.6200  
jim@cpbchamber.com

12794 Forest Hill Blvd., Suite 19  
Wellington, FL 33414  
**cpbchamber.com**

**From:** Ed Gruvman [mailto:EGruvman@careersourcepb.com]  
**Sent:** Thursday, August 02, 2018 9:18 AM  
**To:** Aidy Alonzo <aalonzo@portofpalmbeach.com>  
**Subject:** Great presentation yesterday!!

Aidy:

Just a short note of gratitude for yesterday's most wonderful presentation. You were absolutely magnificent!! I personally learned so much about the Port of Palm Beach, things that I had absolutely no idea of. Hopefully, in the not-too-distant future, we may be able to do a walk-through of your facilities. With your permission, I would love to share your name with Organizations that I know would be so appreciative of such a presentation. Is the Port of Palm Beach a member of the Hispanic Chamber of Commerce? I am a Board Member of the Hispanic Chamber and we would be honored with your membership.

I wish you a most wonderful day and weekend coming up!! Eduardo

Eduardo (Ed) Gruvman  
Senior Account Manager  
CareerSource Palm Beach County



### Central Career Center

3400 Belvedere Road, West Palm Beach, FL 33406  
Office: 561.340.1060 ext. 2452 | Fax: 561.340-1057  
Cell: 561.866.6504  
Email: [egruvman@careersourcepb.com](mailto:egruvman@careersourcepb.com) | web: [www.careersourcepb.com](http://www.careersourcepb.com)



*CONFIDENTIALITY NOTICE: This email, including attachments, may contain confidential and privileged information, and is for the sole use of the intended recipient(s). Any unauthorized reviews, uses, disclosures or distribution is prohibited. If you are not the intended recipient, please contact the sender immediately and destroy all copies of the original message.*

*CareerSource Palm Beach County is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.*

 **Go Green! Please do not print this e-mail unless it is completely necessary.**

**Please Note and read carefully:** Florida has a very broad public records law. Most written communications to or from Workforce Alliance are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-9**

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**PREPARED BY:** Jarra Kaczwarra Sr. Director of Business Development August 16, 2018  
Jackelin Machado Marketing Analyst

**SUBJECT:** Community Grants

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**BACKGROUND INFORMATION:** The following items are presented for approval and/or ratification:

**Donations/Sponsorships**

1. Life's Changes Palm Beach County, Inc. Donation \$300.00

Life's Changes Palm Beach County's mission is to serve those experiencing life's challenges while suffering from any form of medical loss by providing knowledge, compassion and care, while keeping focus on those who are under-served and uninsured.

2. City of Refuge, Inc. Donation -

City of Refuge, Inc. provides in-home parent education programs and services that decrease the risk factors for child abuse and maltreatment.

**Community Grant Events**

None

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These organizations have a completed W-9 on file and Port Staff have verified that they have the 501(c)(3) designation.

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**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:**

The Board is respectfully requested to approve the donation in the amount of \$300.00 to Life's Changes Palm Beach County for their Wig & Fair Trade Boutique.

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**Respectfully Submitted By**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Deferred to: \_\_\_\_\_

Incorporated into Minutes: \_\_\_\_\_

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_

By: \_\_\_\_\_

From: Mary Small [mailto:[mary.small@city-of-refuge.net](mailto:mary.small@city-of-refuge.net)]

Sent: Wednesday, July 11, 2018 2:13 PM

To: Tracy Carey <[TCarey@portofpalmbeach.com](mailto:TCarey@portofpalmbeach.com)>

Subject: Grant Donation

Dear Colleague:

The City of Refuge, Inc is a nonprofit organization servicing Lake Park, Riviera Beach, and West Palm Beach, Florida. We provide in-home parent education programs, and wrap around services that decrease the risk factors for child abuse and maltreatment. Research has determined that childhood experiences, both positive and negative, have a "tremendous impact on future violence victimization and perpetration, and lifelong health and opportunity". Adverse Childhood Experiences (ACEs) have been linked to

- Risky health behaviors,
- Chronic health conditions,
- Low life potential, and
- Early death

ACEs include:

- Physical abuse
- Sexual abuse
- Emotional abuse
- Physical neglect
- Emotional neglect
- Intimate partner violence
- Mother treated violently
- Substance misuse within household
- Household mental illness
- Parental separation or divorce
- Incarcerated household member

We are requesting grant funds to purchase parent education materials, travel reimbursements for staff visiting families' homes, and funds to hire two part time employees. Our goal is to raise 100,000 by January 1, 2019. We appreciate any amount that you can donate to our program. Thank you, and I look forward to hearing from you.

Best Regards,

Mary Small, CEO

City of Refuge, Inc.

FEI/EIN Number: 45-3852535

Ofc: 561.508.3359

Mailing Address: 9306 Firenze Drive, # 207; Palm Beach Gardens, Florida 33418

Physical Address: 3345 Haverhill Rd, West Palm Beach, FL 33417

*"Do not go where the path may lead, go instead where there is no path and leave a trail."*

**Community Grant Program Budget  
Allocation of Funds  
FY 2018**

Requestor (Organization)	Commission Member	Request Date	BJC	JLE	KMW	PWM	WMR	Donation(D), Sponsorship (SS) or Tickets (TKS)	Total	Approval/Ratification (Month-Yr)	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	10/25/2017
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 Finding 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, Inc		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	CK	7/20/2018
City of Refuge at Thunderbolt, Inc.		7/13/2018	-	-	-	-	-	-	-	Aug-18	-	-
Life's Changes Palm Beach County, Inc.		7/20/2018	\$ 300.00	-	-	-	-	D	\$ 300.00	Aug-18	-	-
<b>BALANCE</b>			<b>\$ 400.00</b>	<b>\$ 450.00</b>	<b>\$ 200.00</b>	<b>\$ 1,455.00</b>	<b>\$ -</b>					

\* 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 F-10**

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**PREPARED BY:** Ken Hern Sr. Director, Operations, Security & Facilities August 16, 2018

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**SUBJECT: Item for Ratification**

- **Emergency Repairs - Foster Construction**

---

**BACKGROUND:**

Due to heavy continuous rainfall in the month of May, severe water intrusion was identified through the window seals of the Maritime Office Complex (MOC). These leaks were initially identified on the southern and eastern sides of the building, between the 4<sup>th</sup> and 6<sup>th</sup> floors. An emergency PO was issued in the amount of \$22,899.00 to Foster Construction to seal these leaks.

Additional areas were identified on the northern side of the building between the 2<sup>nd</sup> and 6<sup>th</sup> floors, in subsequent heavy rainfalls through June. A change order in the amount of \$17,184.00 was issued to Foster Construction to seal the leaks.

---

**FINANCIAL IMPACT:** This project will be funded by the FY18 Operating Budget

---

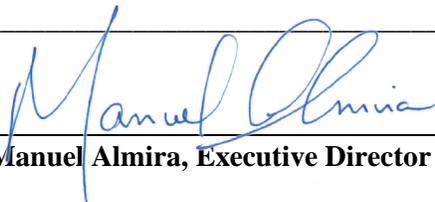
**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes X \_\_\_\_\_

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**RECOMMENDATIONS:** Port staff respectfully requests the Board of Commissioners to ratify these emergency purchase orders in the amount of \$40,083.00.

---

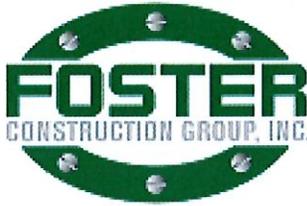
**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

---

**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_



July 5, 2018

Port of Palm Beach  
Attn: Ken Hern  
1 E. 11 Street # 600  
West Palm Beach, Fl. 33404  
Office: 561 383 4133

**P.O. # 00-910853**

RE: ADDITIONAL WORK REQUESTED Reseal/Seal Building Panels and Storefront on the East, South & Partial North Elevations @ 1 E. 11 Street # 600 West Palm Beach, Fl.

Dear Ken,

Pursuant to your request, we visited the tenants on the 2nd and 3<sup>rd</sup> floors that were reporting leaks on the exterior walls & storefront. Thank you for this opportunity to provide you with this proposal. After visiting your office building, we have gathered the essential information to provide a cost that will resolve your current problems. Based on the information we gathered from our recent survey, please review the following details:

**Scope of Work (see attached elevations for the areas of work):**

EAST ELEVATION: we remove and replace the sealant around the panels and the windows from column line 1 through 5, from the EL. +43'-0" (SLAB OF 4<sup>TH</sup> FLOOR) to EL. +18'-0" (SLAB OF 2<sup>ND</sup> FLOOR), and on the SOUTH ELEVATION column line L through N, from the EL. +43'-0" (SLAB OF 4<sup>TH</sup> FLOOR) to ZINC EXTERIOR PANEL 2" EXP. JT, NORTH ELEVATION column line N through M, from EL. +42'-6" to the 2<sup>nd</sup> floor window sill.

**Procedure of Work:**

- Remove all of the failed sealants around the metal building panels and window frames.
- Clean all panel joints with xylene & prime as required.
- Seal panels with Dowsil 795 (gray).
- Seal window panels with Dowsil 795 (black)

**Exclusions:**

- Anything not mentioned above.

**General**

---

This is based on standard working hours which are between 7:30 am-3:30 pm Monday through Friday. Any additional work, mobilization or delays are all to be done on a Time & Material Basis at the hourly rates listed below.

**Man Hour Rates:**

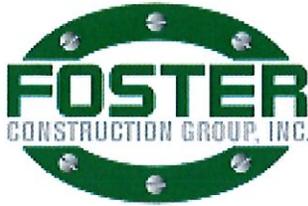
Standard T & M rates are to be billed at \$ 90.00 per man per hour and overtime rates are to be billed at \$70.00 per man per hour.

**Parking:**

Customer to provide parking spaces for employees.

**Quotation:**

Seventeen Thousand One Hundred Eighty-Four Dollars .....\$ 17,184.00



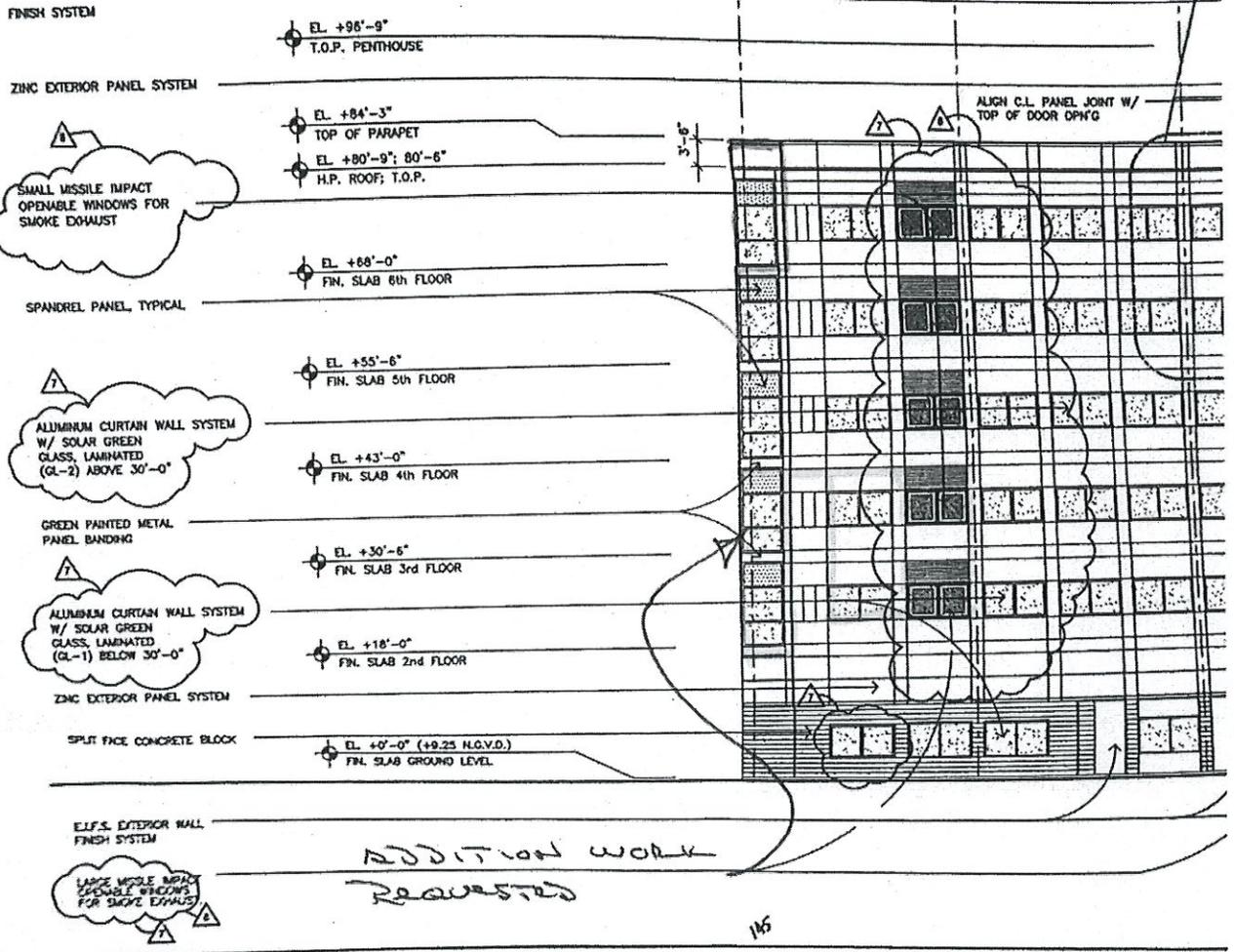
Agree and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the duly authorized representatives for the parties to this Proposal-Contract, being:

\_\_\_\_\_  
Chris Foster  
Foster Construction Group, Inc.

\_\_\_\_\_  
Owner/Representative (Name & Title)

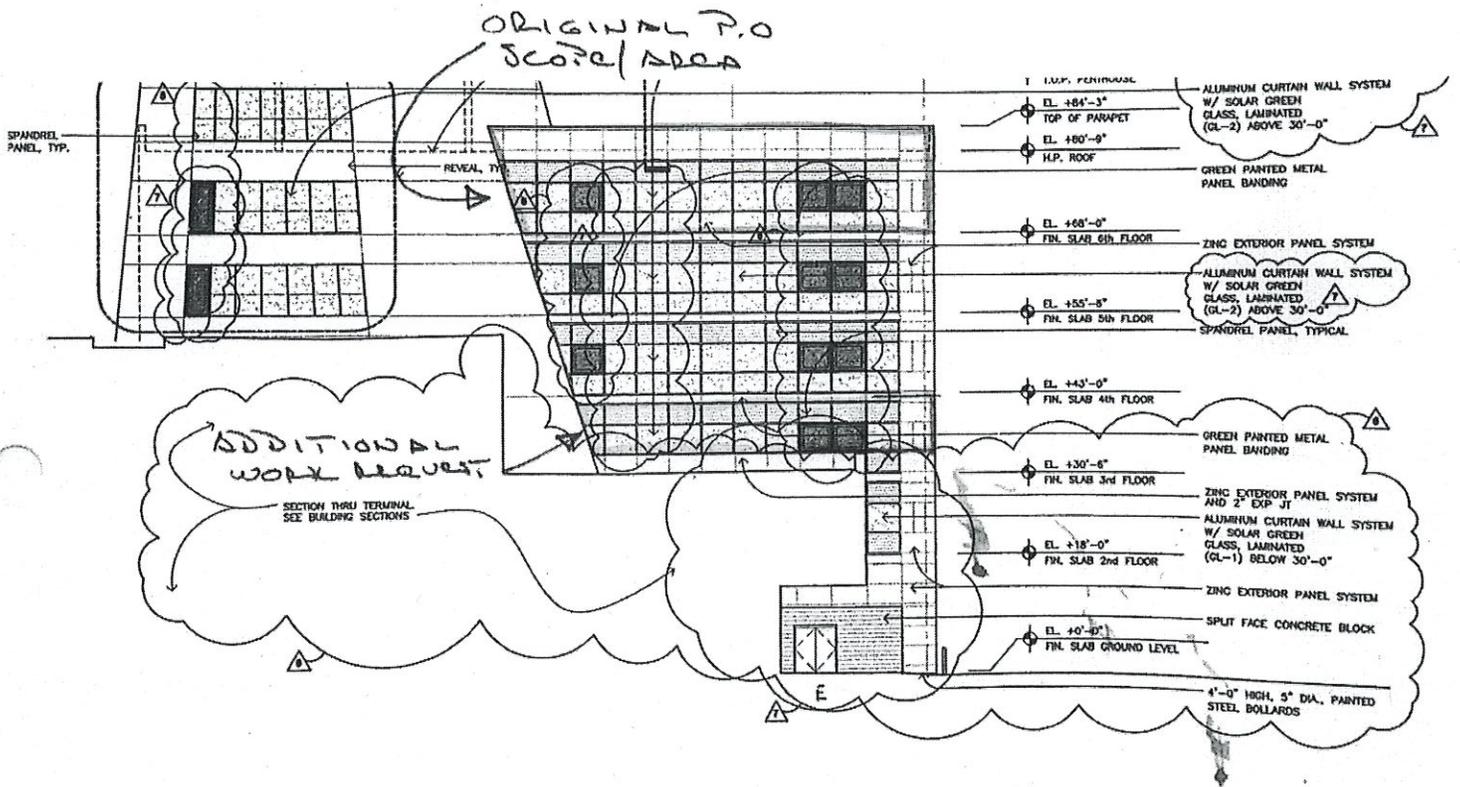
\_\_\_\_\_  
*Chris Foster*  
Foster Construction Group, Inc. (Signature)

\_\_\_\_\_  
Owner/Representative (Signature)



1 NORTH ELEVATION





2 SOUTH ELEVATION  
1/16"=1'-0"

# CHANGE ORDER



## PURCHASE ORDER

1 East 11th Street  
Riviera Beach, FL 33404  
(561) 383-4100 Phone  
(561) 842-4240 Fax

Vendor #: 5797  
PO Number: 00-910853  
Date: 5/21/2018  
Page: 1

Order From: FOSTER CONSTRUCTION  
4899 SW 8TH STREET, SUITE 200  
CORAL GABLES FL 33134

Deliver to: MAINTENANCE SHOP  
300 Middle Road  
Riviera Beach FL 33404

L/N	Description	Extension
^1	EMERGENCY LEAK DETECTION AND SEALING - BLDG. 1/MOC	\$22,899.00

*Manual to 1  
attose  
E*

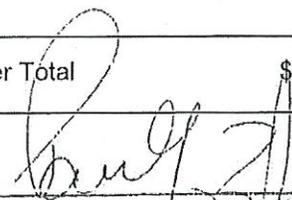
Please Quote Purchase Order Number on all Correspondence

  
Signature

Date 5/21/2018  
Travis Lacey  
Purch. mgr.

Subtotal \$22,899.00  
Freight \$0.00  
Tax \$0.00

Order Total \$22,899.00

  
CFOI Deputy



PURCHASE ORDER

1 East 11th Street
Riviera Beach, FL 33404
(561) 383-4100 Phone
(561) 842-4240 Fax

Vendor #: 5797
PO Number: 00-910853
Date: 5/21/2018
Page: 1

Order From: FOSTER CONSTRUCTION
4899 SW 8TH STREET, SUITE 200
CORAL GABLES FL 33134

Deliver to: MAINTENANCE SHOP
300 Middle Road
Riviera Beach FL 33404

Table with 3 columns: L/N, Description, Extension. Row 1: 1, EMERGENCY LEAK DETECTION AND SEALING - BLDG. 1/MOC, \$1,000.00. Large handwritten 'VOID' watermark is present across the table area.

Please Quote Purchase Order Number on all Correspondence

Subtotal \$1,000.00
Freight \$0.00
Tax \$0.00

Signature: Tracy Carey

Order Total \$1,000.00

Date: 5/21/18

**Port of Palm Beach District**  
**Request for Equipment, Supplies/Office Supplies and/or Services**



<b>Requestor:</b>	Maggie Ferro	<b>Date Requested</b>	5/21/2018
<b>Department:</b>	Facilities	<b>Date Needed</b>	ASAP
<b>Amount:</b>	\$1,000.00 +	<b>PO Number</b>	00-910853

**Services/Supplies Needed:**  
 Emergency Purchase Request - Leak Detection and Sealing

**What will these services/supplies be used for?**  
 To treat a leak in MOC and seal

**Where will these services/supplies be used?**  
 MC

**Fixed Asset? Yes \_\_\_ No X**  
**If yes, list specific location of where item will be utilized:**

**For replacements - list quantity, description and location of item(s) being replaced:**

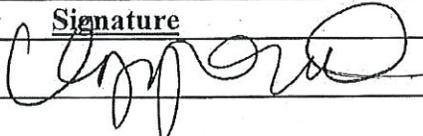
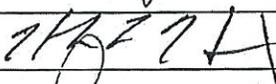
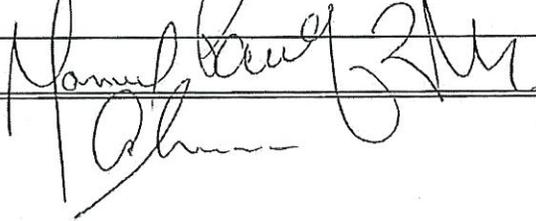
**G/L Account Number:** 07-02-000-00-5560-00

**To be billed back** YES  NO

**If yes, responsible party?**

**Names of companies contacted and their quotations:** (Attach copies of any written documentation received)

<u>Company Name</u>	<u>Phone No.</u>	<u>Contact</u>	<u>Amount</u>
Foster Construction Group	305-441-0407	Chris Foster	\$1,000.00 +

	<u>Signature</u>	<u>Date</u>
<b>Requestor</b> -----		5/21/2018
<b>Dept. Manager (Up to \$500)</b> -----		
<b>Department Director (Up to \$2,000)</b> -----		5/21/2018
<b>CFO/Deputy Director (Up to \$10,000)</b> -----		
<b>Executive Director (\$10,000.01 to \$25,000)</b> --		



June 13, 2018

Port of Palm Beach  
Attn: Ken Hern  
1 E. 11 Street # 600  
West Palm Beach, Fl. 33404  
Office: 561 383 4133

P.O. # 00-910853

RE: Reseal/Seal Building Panels and Storefront on the East & South Elevations from the 6<sup>th</sup> Floor to the parapet  
1 E. 11 Street # 600 West Palm Beach, Fl.

Dear Ken,

Thank you for this opportunity to provide you with this proposal. After visiting your office building, we have gathered the essential information to provide a cost that will resolve your current problems. Based on the information we gathered from our recent survey, please review the following details:

**Scope of Work (see attached elevations for the areas of work):**

EAST ELEVATION: we remove and replace the sealant around the panels and the windows from column line 1 through 5, from the EL. +84'-3" (TOP OF PARAPET) to EL. +68'-0" (FINISH SLAB 6<sup>th</sup> FLOOR), and on the SOUTH ELEVATION column line L through N, from the EL. +84'-3" (TOP OF PARAPET) to EL. +68'-0" (FINISH SLAB 6<sup>th</sup> FLOOR).

**Procedure of Work:**

- Remove all of the failed sealants around the metal building panels and window frames.
- Clean all panel joints with xylene & prime as required.
- Provided and install backer rod as required.
- Seal panels & window frames with Dowsil 795 (gray).

**Exclusions:**

- Anything not mentioned above.

**General**

---

This is based on standard working hours which are between 7:30 am-3:30 pm Monday through Friday. Any additional work, mobilization or delays are all to be done on a Time & Material Basis at the hourly rates listed below.

**Man Hour Rates:**

Standard T & M rates are to be billed at \$ 90.00 per man per hour and overtime rates are to be billed at \$70.00 per man per hour.

**Parking:**

Customer to provide parking spaces for employees.

**Quotation:**

Twenty-two Thousand Eight Hundred Ninety-Nine Dollars ..... \$ 22,899.00



Agree and entered into this 15<sup>th</sup> day of June, 2018, by the duly authorized representatives for the parties to this Proposal-Contract, being:

Chris Foster  
Foster Construction Group, Inc.

Manuel Almira  
Owner/Representative (Name & Title),  
*Executive DIRECTOR*

Chris Foster  
Foster Construction Group, Inc. (Signature)

Manuel Almira  
Owner/Representative (Signature)

## Tracy Carey

---

**From:** Ken Hern  
**Sent:** Friday, June 15, 2018 9:32 AM  
**To:** Tracy Carey  
**Cc:** Paul Zielinski  
**Subject:** FW: Wall Leak Detection Survey  
**Attachments:** PORT OF PALM BEACH Terminal Panel Window Sealant PROPOSAL.pdf; Dowsil 795.pdf

Tracy,

FYI concerning the Emergency Purchase Request we did with Foster Construction for seal the leaks into the building. They will be starting Monday.

*Kenneth L Hern  
Senior Director  
Operations, Security, Facilities & Railroad  
Port of Palm Beach District  
One East 11st Street, Suite 600  
Riviera Beach, Fl 33404  
Office (561) 383-4180tr  
Cell (561) 253-4810*



**From:** Chris Foster [mailto:Chris@fosterconstructiongroup.com]  
**Sent:** Wednesday, June 13, 2018 12:57 PM  
**To:** Ken Hern <KHern@portofpalmbeach.com>; Megan Foster <Megan@fosterconstructiongroup.com>  
**Cc:** Jose Soler <jsoler@portofpalmbeach.com>  
**Subject:** RE: Wall Leak Detection Survey

Ken,

Pursuant to our site visit with our sealant/waterproofing product representatives, we are proceeding with their recommendation of the DOWSIL 795 for the metal-to-metal application as it exists on the terminal building. Please find attached our Scope of Work with a dollar amount for the P.O. The gray sample you approved early this week will be the color we will be applying.

We will be mobilizing & proceeding on Monday 6/18/2018 if we do not get rained out.

Please find attached the specification for the DOWSIL 795.

Please call me if you have any questions.

Sincerely,

**Chris Foster**  
Principal

**Foster Construction Group, Inc.**  
4899 S.W. 8th Street, Suite 200  
Coral Gables, FL 33134  
T. 305.441.0407  
F. 305.441.0413  
[chris@fosterconstructiongroup.com](mailto:chris@fosterconstructiongroup.com)



**CONFIDENTIALITY NOTICE:**

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**From:** Ken Hern <[KHern@portofpalmbeach.com](mailto:KHern@portofpalmbeach.com)>  
**Sent:** Wednesday, May 23, 2018 1:45 PM  
**To:** Chris Foster <[Chris@fosterconstructiongroup.com](mailto:Chris@fosterconstructiongroup.com)>; Megan Foster <[Megan@fosterconstructiongroup.com](mailto:Megan@fosterconstructiongroup.com)>  
**Cc:** Jose Soler <[jsoler@portofpalmbeach.com](mailto:jsoler@portofpalmbeach.com)>  
**Subject:** FW: Wall Leak Detection Survey

Chris,

As discussed please use PO provided to proceed.

*Kenneth L Hern*  
*Senior Director*  
*Operations, Security, Facilities & Railroad*  
*Port of Palm Beach District*  
*One East 11st Street, Suite 600*  
*Riviera Beach, Fl 33404*  
*Office (561) 383-4180*  
*Cell (561) 253-4810*



**From:** Chris Foster [<mailto:Chris@fosterconstructiongroup.com>]  
**Sent:** Wednesday, May 23, 2018 1:39 PM  
**To:** Ken Hern <[KHern@portofpalmbeach.com](mailto:KHern@portofpalmbeach.com)>  
**Cc:** Megan Foster <[Megan@fosterconstructiongroup.com](mailto:Megan@fosterconstructiongroup.com)>  
**Subject:** Wall Leak Detection Survey

Ken,

The existing sealant around the Terminal Building Panels and Windows has failed. As a result of our site visit and investigation, we feel that it would make more sense to address a complete floor and section of the building instead of attempting to chase the water leaks around each floor.

Please see the attached photos we took of the failing sealant in the areas of your reported leaks.

Also, please find attached the two elevations where the leaks were reported. We are proposing that on the EAST ELEVATION: we remove and replace the sealant around the panels and the windows from column line 1 through 5, from the EL. +84'-3" (TOP OF PARAPET) to EL. +68'-0" (FINISH SLAB 6<sup>th</sup> FLOOR), and on the SOUTH ELEVATION column line L through N, from the EL. +84'-3" (TOP OF PARAPET) to EL. +68'-0" (FINISH SLAB 6<sup>th</sup> FLOOR). This way we can be sure that our work is water tight and we did not miss or just relocate the entry source of a leak.

Please let us know if you agree and want us to proceed with this approach.

Please call me if you have any questions.

Sincerely,

**Chris Foster**  
Principal

**Foster Construction Group, Inc.**  
4899 S.W. 8th Street, Suite 200  
Coral Gables, FL 33134  
T. 305.441.0407  
F. 305.441.0413  
[chris@fosterconstructiongroup.com](mailto:chris@fosterconstructiongroup.com)



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Technical Data Sheet

**DOWSIL™ 795 Silicone Building Sealant**

Neutral, one part silicone sealant

**Features & Benefits**

- Suitable for most new construction and remedial sealing applications
- Versatile – high performance structural glazing and weather sealing from a single product
- Available in 15 standard colors; custom colors also available
- Excellent weatherability virtually unaffected by sunlight, rain, snow, ozone and temperature extremes of -40°F (-40°C) to 300°F (149°C)
- Excellent unprimed adhesion to a wide variety of construction materials and building components, including anodized, alodined, most coated and many Kynar® painted aluminums
- Ease of application – ready to use as supplied
- Ease of use – all temperature gunnability, easy tooling and low-odor cure byproduct
- Meets global standards (Americas, Asia and Europe)

**Composition**

- One part, neutral cure, RTV silicone sealant

**Applications**

- Structural and nonstructural glazing
- Structural attachment of many panel systems
- Panel stiffener applications
- Weather sealing of most common construction materials including glass, aluminum, steel, painted metal, EIFS, granite and other stone, concrete, brick and plastics

**Typical Properties**

Specification Writers: These values are not intended for use in preparing specifications.

Test <sup>1</sup>	Property	Unit	Result
	As Supplied		
ASTM C 679	Tack Free Time, 50% RH	hours	3
	Curing Time at 25°C (77°F) and 50% RH	days	7–14
	Full Adhesion	days	14–21
ASTM C 639	Flow, Sag or Slump	Inches (mm)	0.1 (2.54)
	Working Time	minutes	20–30
	VOC Content <sup>2</sup>	g/L	32

1. ASTM: American Society for Testing and Materials
2. Based on South Coast Air Quality Management District of California. Maximum VOC is listed both inclusive and exclusive of water and exempt compounds.

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 DOWSIL™ 795 Silicone Building Sealant  
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## Typical Properties (Cont.)

Test	Property	Unit	Result
As Cured After 21 days at 25°C (77°F) and 50% RH			
ASTM D 2240	Durometer Hardness, Shore A	points	35
ASTM C 794	Peel Strength	lb/in (kg/cm)	32 (5.7)
ASTM C 1135	Tension Adhesion Strength		
	At 25% extension	psi (MPa)	45 (0.310)
	At 50% extension	psi (MPa)	60 (0.414)
ASTM C 719	Joint Movement Capability	percent	± 50
ASTM C 1248	Staining (granite, marble, limestone, brick and concrete)		None
As Cured After 21 days at 25°C (77°F) and 50% RH Followed by 10,000 Hours in a QUV Weatherometer, ASTM G 53			
ASTM C 1135	Tensile Adhesion Strength		
	At 25% extension	psi (MPa)	35 (0.241)
	At 50% extension	psi (MPa)	50 (0.345)

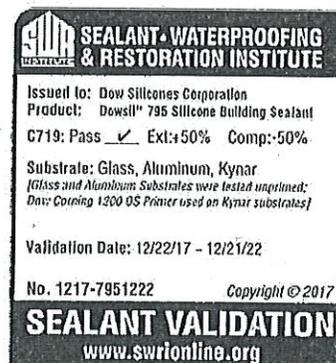
### Description

DOWSIL™ 795 Silicone Building Sealant is a one-part, neutral-cure, architectural-grade sealant that easily extrudes in any weather and cures quickly at room temperature. This cold-applied, non-sagging silicone material cures to a medium modulus silicone rubber upon exposure to atmospheric moisture. The cured sealant is durable and flexible enough to accommodate ± 50 percent movement of original joint dimension when installed in a properly designed weather seal joint. In a properly designed structurally glazed joint, the sealant is strong enough to support glass and other panel materials under high wind load.

### Approvals/ Specifications

DOWSIL 795 Silicone Building Sealant meets the requirements of:

- Federal Specification TT-S 001 543A (COM-NBS) Class A for silicone building sealants
- Federal Specification TT-S-00230C (COM-NBS) Class A for one component building sealants
- ASTM Specification C 920 Type S, Grade NS, Class 50, Use NT, G, A and O
- ASTM Specification C 1184 for structural silicone sealants
- Canadian Specification CAN2-19.13- M82



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 DOWSIL™ 795 Silicone Building Sealant  
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**Colors**

DOWSIL 795 Silicone Building Sealant is available in 16 colors: white, limestone, champagne, natural stone, gray, black, bronze, sandstone, adobe tan, dusty rose, rustic brick, blue spruce, anodized aluminum, and charcoal. Custom colors may be ordered to match virtually any substrate.

**How To Use**

Please consult the *Dow Corning Americas Technical Manual*, Form No. 62-1112, for detailed information on state-of-the-art application methods and joint design.

**Preparation**

Clean all joints, removing all foreign matter and contaminants such as grease, oil, dust, water, frost, surface dirt, old sealants or glazing compounds and protective coatings.

**Application Method**

Install backing material or joint filler, setting blocks, spacer shims and tapes. Mask areas adjacent to joints to ensure neat sealant lines. Primer is generally not required on non-porous surfaces, but may be necessary for optimal sealing of certain porous surfaces. A test placement is always recommended. Apply DOWSIL 795 Silicone Building Sealant in a continuous operation using positive pressure. (The sealant can be applied using many types of air-operated guns and most types of bulk dispensing equipment.) Before a skin forms (typically within 15 minutes), tool the sealant with light pressure to spread the sealant against the backing material and joint surfaces. Remove masking tape as soon as the bead is tooled.

**Handling  
Precautions**

PRODUCT SAFETY INFORMATION REQUIRED FOR SAFE USE IS NOT INCLUDED IN THIS DOCUMENT. BEFORE HANDLING, READ PRODUCT AND SAFETY DATA SHEETS AND CONTAINER LABELS FOR SAFE USE, PHYSICAL AND HEALTH HAZARD INFORMATION. THE SAFETY DATA SHEET IS AVAILABLE ON THE DOW WEBSITE AT [WWW.CONSUMER.DOW.COM](http://WWW.CONSUMER.DOW.COM), OR FROM YOUR DOW SALES APPLICATION ENGINEER, OR DISTRIBUTOR, OR BY CALLING DOW CUSTOMER SERVICE.

**Usable Life And  
Storage**

When stored at or below 27°C (80°F), DOWSIL 795 Silicone Building Sealant has a shelf life of 12 months from the date of manufacture. Refer to product packaging for "Use By Date."

**Packaging  
Information**

DOWSIL 795 Silicone Building Sealant is supplied in 10.3 fl oz. (305 mL) disposable plastic cartridges that fit ordinary caulking guns, 20 fl oz. (590 mL) sausages and 2 and 4.5 gal (7.5 and 17 L) bulk containers.

**Limitations**

DOWSIL 795 Silicone Building Sealant should not be used:

- In structural applications without prior review and approval by your local sales application engineer
- In below grade applications
- When surface temperatures exceed 50°C (122°F) during installation
- On surfaces that are continuously immersed in water
- On building materials that bleed oils, plasticizers or solvents that may affect adhesion
- On frost laden or wet surfaces
- In totally confined joints (the sealant requires atmospheric moisture for cure)
- If the sealant is intended to be painted (paints do not typically adhere to most silicone sealants)
- To surfaces in direct contact with food or other food-grade applications

**Limitations  
(Cont.)**

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

**Health And  
Environmental  
Information**

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, [www.consumer.dow.com](http://www.consumer.dow.com) or consult your local Dow representative.

Kynar is a registered trademark of Alofina Chemicals Inc.

<http://www.consumer.dow.com>

**LIMITED WARRANTY INFORMATION -- PLEASE READ CAREFULLY**

The information contained herein is offered in good faith and is believed to be accurate. However, because conditions and methods of use of our products are beyond our control, this information should not be used in substitution for customer's tests to ensure that our products are safe, effective, and fully satisfactory for the intended end use. Suggestions of use shall not be taken as inducements to infringe any patent.

Dow's sole warranty is that our products will meet the sales specifications in effect at the time of shipment.

Your exclusive remedy for breach of such warranty is limited to refund of purchase price or replacement of any product shown to be other than as warranted.

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DOW SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.**

**DOW DISCLAIMS LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**



**REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**CONSENT AGENDA  
ITEM F-11**

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**PREPARED BY:** Jarra Kaczvara, Senior Director  
Business Development & Communications

August 16, 2018

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**SUBJECT: Host Terminals, LLC  
Southgate Complex Lease**

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**BACKGROUND INFORMATION:** Host Terminal, Inc, now through the name change HOST TERMINALS, LLC, would like to extend their RECEIVING OFFICE LEASE at Southgate. Their rent will increase from \$4,635.00 to \$4,774.05 (\$10.30 to \$10.61 per square foot) and they are provided (3) 1-year renewal options.  
Host has occupied this receiving office since 2016 and has been a licensed stevedore and agent at the Port of Palm Beach since 2012.

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes  X

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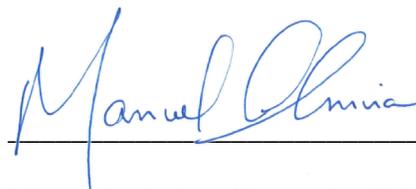
**FINANCIAL IMPACT:** 3% Minimum Annual Increase

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**RECOMMENDATIONS:** The Board of Commissioners is respectfully requested to approve the Southgate Complex Lease for Host Terminals, LLC and authorize final execution by the Executive Director.

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**Respectfully Submitted By:**



**Manuel Almira, Executive Director**

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<b>DATE ACTION TAKEN:</b>	_____	
Approved:	_____	Motion By: _____
Disapproved:	_____	Seconded By: _____
Deferred To:	_____	Unanimous: Yes _____ No _____
Incorporated into Minutes:	_____	By: _____

**Southgate Complex  
Lease  
(Host Terminals, LLC)**

THIS LEASE is entered into this \_\_\_ day of August, 2018, by and between Port of Palm Beach District, a special taxing district of the State of Florida, hereinafter called the "District," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240) and Host Terminals, LLC, a Virginia Limited Liability Company authorized to do business in Florida, hereinafter called the "Lessee", having an address of 150 West Main Street, Suite 1600, Norfolk, VA 23510 and a Florida address of 1800 SE 10th Avenue, Suite 435, Fort Lauderdale, FL 33316, Phone number (954)-900-3986 EMail of: contracts@tparkerhost.com and keri@tparkerhost.com). Any notice required or provided for herein may be given to Lessee by email, in lieu of, or in addition to mailing.

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 DISTRICT does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises ("Premises"), to be used and occupied by the Lessee only for the uses specifically set forth herein, and for no other purposes or uses whatsoever, upon the following terms:

**Section 1      PREMISES:**

	<b>Unit Number</b>	<b>Square Footage</b>
Mezzanine Office #	N/A	
Receiving Office (RO) #	#1	450
Warehouse Bay #	N/A	

all as depicted on attached Exhibit A, for the property referred to as the SOUTHGATE COMPLEX.

**Section 2      COMMENCEMENT DATE:** The Commencement Date hereunder shall be September 1, 2018.

**Section 3      TERMINATION DATE:** August 31, 2019.

**Section 4      SUMMARY OF CHARGES and AMOUNT DUE AT SIGNING**

<b>Charge</b>	<b>Initial Amounts Per Square foot, annually</b>	<b>Per Month</b>	<b>Annual</b>	<b>Amount Due at Signing</b>

Base Rent Mezzanine Office	N/A			
Base Rent Receiving Office	\$10.61	\$397.88	\$4,774.50	\$397.88
Base Rent Warehouse	N/A			
CAM (Section 11)	\$.88	\$33.00	\$396.00	\$33.00
Casualty Insurance (Section 15)	\$.79	\$29.63	\$355.50	\$29.63
Payment Related to Property Taxes (Section 17),	\$2.67	\$100.00	\$1,200.00	\$100.00
	Subtotal	\$560.51	\$6,726.00	\$560.51
Sales Tax (Section 5)	6.8%	\$38.11	\$457.37	\$38.11
Security Deposit				
Total			\$7,183.37	\$598.62

**Section 5** PAYMENT: Rent and other charges shall be payable in equal monthly installments, in advance, on the first day of each month beginning with the Commencement Date, at the offices of DISTRICT. As used in this Lease, the terms “Rent” and “Rental” shall mean and include, the Base Rent and all other amounts of every kind and nature to be paid by Lessee under this Lease. Lessee shall pay all sales, use and like taxes thereon imposed on Rent by any authority having jurisdiction.

All other charges not specifically provided for under this Lease, shall be chargeable and paid by Lessee in accordance with the then current Tariff of the Port of Palm Beach District. DISTRICT makes no representation regarding future Tariff rates or other charges unless specifically set forth herein, and Lessee acknowledges that the Tariff rates can change at any time, and that the same shall not be a basis for avoiding this Lease. Lessee further acknowledges that other Port tenants and non-Port tenants may have rates set at other than Tariff, and may pay varying rental amounts, and that the same shall not be a basis for avoiding this Lease.

**Section 6** RENTAL ADJUSTMENT: On the first and all subsequent anniversaries of this Lease, the Base Rent hereunder for that year shall be adjusted in the amount of any change in the Index from the last day of the third calendar month preceding the year just ending to the last day of the third calendar month preceding the year just commencing; provided, however, that Base Rent shall never be less than the Base Rent applicable to the year just ending, with a minimum upward adjustment of **3%** and a maximum upward adjustment of **5%**. The Index shall mean the index now known as "United States Bureau of Labor Statistics, Consumer Price Index for Urban

Consumers (South 1982-84 = 100)". If the publication of the Index specified herein is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical reasonably selected by DISTRICT shall be substituted. If the Index figures are not known at the time that any adjustment based thereon is due, those figures shall be reasonably estimated by DISTRICT based on the most recently published monthly Index figures. If DISTRICT is entitled to an increase in any amount due or to become due hereunder, DISTRICT shall send a written notice to LESSEE, together with the applicable Index figures, setting forth the computations for the increase. 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.

**Section 7 RENEWALS:** Lessee shall have three option(s) to extend the term of this Lease for each for a term of one year. Exercise of such option must be in writing given to the DISTRICT at least ninety (90) days prior to the end of the then current term if the Lease is for one year or more, and not less than thirty (30) days if the lease is monthly. Further provided, however, that the right to exercise such option to renew is contingent upon Lessee being current on all provisions of this Lease.

**Section 8 USE:** LESSEE shall use the Premises only for the following purposes: receiving office for cargo moving across the wharves of the Port of Palm Beach District. Under no circumstances shall any person reside on the Premises. The term "reside" shall mean remaining on the Premises continuously for more than forty eight hours without a continuous absence of at least ten hours in such 48 hours. Lessee agrees to be bound the policies, procedures, rules and regulations ("Regulations") from time to time adopted for the Premises. Without limitation, these Regulations may include limitations and or restrictions on signage, odor, fumes, environmental hazards, noise, weight, types of cargo permitted within the Warehouse, vehicles inside the Warehouse, security, animals, and parking of vehicles and equipment in the parking areas surrounding the building of which the Premises are a part.

**Section 9 IMPROVEMENTS:** The Premises are being leased AS-IS. Lessee has made all such inspections of the Premises as it deems appropriate.

**Section 10 UTILITIES:** All utilities separately metered or separately allocated (by DISTRICT) and billed to Lessee shall be paid by Lessee.

**Section 11** COMMON AREA EXPENSES: 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 **46,557**. CAM shall be adjusted as of January 1 of each year of this Lease.

In addition to other amounts to be paid by Lessee hereunder, Lessee shall pay, on a monthly basis together with Base Rent, its Pro Rata Share of the expenses (“Common Area Expenses”) set forth in this Section. Where actual figures are not yet available, DISTRICT shall make an estimate thereof. Where any of the following amounts are so estimated, the same shall be adjusted between the parties when the actual figures are known:

- a) JANITORIAL: Cleaning of the building (not including Mezzanine Offices, Receiving Offices and Warehouse Bays), truck docks, and the surrounding parking areas, including the public parking areas to the east of the building.
- b) SOLID WASTE AUTHORITY CHARGES. Solid waste authority charges allocable to the building.
- c) UTILITIES: To the extent furnished to the building and surrounding parking areas, and not separately billed or allocated to other tenants.
- d) LANDSCAPING: For maintenance and replacement of landscaping around the building and the surrounding parking areas, including the public parking areas to the east of the building.
- e) HVAC Systems: Repair, maintenance and replacement of all HVAC systems, not including filters for the portion of systems located within Premises.
- f) BUILDING REPAIR AND MAINTENANCE: All repair, maintenance and replacements of the building (and its systems) of which the Premises are a part which repair and maintenance is not the responsibility allocated to tenants under a lease.
- g) OTHER: Administrative and other personnel and other expenses reasonably allocated to operation of the Building.

**Section 12** PARKING: There shall be no reserved or exclusive parking. Lessee’s employees shall park in such areas as are designated, from time to time, by DISTRICT.

**Section 13** 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 DISTRICT, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as DISTRICT shall from time to time determine.

**Section 14** 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. Persons and entities providing janitorial service to the Premises are subject to approval of the DISTRICT, and security and other requirements (as established from time to time by the DISTRICT), which security requirements shall or may include background checks and badging.

**Section 15** CASUALTY INSURANCE: Casualty insurance applicable to the building of which the Premises are a part, with an estimate (made in the discretion of the DISTRICT) payable 1/12th monthly, at the same time and in the same manner as Rent.

**Section 16** AMOUNTS DUE COLLECTIBLE AS RENT: All amounts due hereunder for Taxes (Section 17), Insurance (Section 15), CAM (Section 11) and sales tax (Section 5) shall be considered as rent due and shall be collectible in the same manner as rent and shall be included in any lien for rent due and unpaid.

**Section 17** PAYMENT RELATED TO PROPERTY TAXES: In addition to the Rent and other charges payable under this Lease, LESSEE shall pay to DISTRICT, monthly in advance, a Payment Related to Property Taxes. The Payment Related to Property Taxes shall be 1/12th of the Allocable Amount, as determined by the DISTRICT (pro rated for periods of less than a month) for the Premises.

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 DISTRICT), 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 Property Taxes shall be refunded to LESSEE after offset for any amounts due DISTRICT from LESSEE.

DISTRICT 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, DISTRICT shall pay the taxes on or before the Maximum Discount Date.

**Section 18** ASSIGNMENT: The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the DISTRICT, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the DISTRICT and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

**Section 19** LESSEE'S PROPERTY: All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and DISTRICT 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 20 COMPLIANCE WITH LAWS:** 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, and obtain and maintain all licenses necessary for Lessee's operations.

**Section 21 DAMAGE DUE TO CASUALTY:** In the event the Premises shall be destroyed or so damaged or injured by fire, flood, windstorm or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the DISTRICT 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. If the building of which the Premises are a part have been destroyed or so damaged or injured by fire, flood, windstorm or other casualty during the term of this Lease, so as to render continuation of the Lease by DISTRICT impractical, then DISTRICT shall have the right to cancel this Lease provided that notice of such cancellation is given in writing to Lessee within sixty days following the date of the casualty.

**Section 22 ABANDONMENT:** If the Lessee shall abandon or vacate the Premises before the end of the term of this Lease, or shall suffer the Rent to be in arrears, the DISTRICT may, at DISTRICT's option, forthwith cancel this Lease or DISTRICT may enter said Premises as the agent of the Lessee, without being liable in any way therefor, and re-let the Premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the DISTRICT may determine, and receive the Rent therefor, applying the same to the payment of the Rent due by these presents, and if the full Rental herein provided shall not be realized by DISTRICT over and above the expenses to DISTRICT in such re-letting, the said Lessee shall pay any deficiency, and if more than the full Rental is realized, DISTRICT will pay over to said Lessee the excess of demand.

**Section 23 LANDLORD'S LIEN:** In addition to all lien and other rights granted under Florida Statutes Chapter 83, the said Lessee hereby pledges and assigns to the DISTRICT 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 Rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said DISTRICT, and does hereby agree to pay DISTRICT's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the DISTRICT.

**Section 24 ENTRY ON LAND:** The DISTRICT, 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 25**    **CONDITION ON TERMINATION:** 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, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said DISTRICT immediately upon demand, any damage to said Premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee.

**Section 26**    **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 Premises.

**Section 27**    **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 DISTRICT is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. DISTRICT 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 DISTRICT'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 28**    **WORK PERFORMED BY LESSOR FOR LESSEE:** It is further understood and agreed between the parties hereto that any charges against the Lessee by the DISTRICT 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 or Rent due and unpaid.

**Section 29**    **LATE FEES:** If Lessee shall fail to pay the monthly installment of Base Rent or any additional payment as required herein to DISTRICT, so that DISTRICT 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 DISTRICT 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 DISTRICT received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by DISTRICT in regard to such collection efforts.

**Section 30**    **MONETARY DEFAULTS:** If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the DISTRICT, DISTRICT 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 as Rent under this Agreement. Billing by the DISTRICT shall constitute written notice hereunder.

**Section 31 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, 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 DISTRICT, DISTRICT 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, and matter involving safety, security shall be addressed and cured without delay.

**Section 32 OTHER REMEDIES:** The remedies for which provisions are made in this Paragraph 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 DISTRICT may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including DISTRICT’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.

**Section 33 LIABILITY 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 Two Million Dollars (\$2,000,000.00) for any property damage or loss from any one (1) accident, and not less than Two Million Dollars (\$2,000,000.00) for injury to any one (1) person and not less than Two Million Dollars (\$2,000,000.00) from any one (1) accident combined, single limit. 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.

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 34** 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 35 INDEMNIFICATION:** DISTRICT 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 its own gross negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless DISTRICT 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 DISTRICT, DISTRICT's employees, agents, guests, or invitees.

**Section 36 NON-RECORDATION:** This Lease shall not be recorded except by DISTRICT, in DISTRICT's sole discretion.

**Section 37 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 DISTRICT 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 DISTRICT secured by the Premises. Further, upon request of DISTRICT, 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 DISTRICT, and if so, the precise nature of such breaches or defaults.

**Section 38 IMPROVEMENTS:** All improvements shall be subject to the prior written consent of the DISTRICT, and the permitting requirements of the Port of Palm Beach District, and all governmental authorities having jurisdiction, and all of 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 DISTRICT 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 DISTRICT's interest in the 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 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 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 DISTRICT, to execute a memorandum setting forth the above to be recorded in the public records.

**Section 39 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, DISTRICT.

**Section 40 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, and addressed as follows:

AS TO LESSOR:

At its address as set forth herein

WITH A COPY TO:

JOHN W. GARY, III, ESQ.

Gary, Dytrych & Ryan, P.A.

701 U.S. Highway One, Suite 402

North Palm Beach, Florida 33408

AS TO LESSEE:

At either of its addresses set forth herein.

**Section 41 ATTORNEYS FEES:** In connection with any litigation arising out of this Lease, it is agreed that the prevailing party shall be entitled to recover their reasonable attorney's fees and costs incurred, including those at the appellate level.

**Section 42 VENUE: 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 43 SUCCESSORS AND ASSIGNS:** This contract shall bind the DISTRICT and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

**Section 44** 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 45** RIGHTS CUMMULATIVE. The rights of the DISTRICT under this Lease shall be cumulative, and failure on the part of the DISTRICT to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**Section 46** WAIVER OF NOTICE. The Lessee specifically waives all of its rights to receive any kind of written notice from DISTRICT as may otherwise be afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

**Section 47** RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit pursuant to Florida Statutes §404.056(8).

**Section 48** REPAIRS AND MAINTENANCE: Lessee shall be responsible for (i) all plumbing apparatus and, to the extent caused in whole or in part by Lessee, correcting stoppages of plumbing, (ii) all repairs, replacement and maintenance of the Premises, (iii) filters for HVAC systems located in the Premises. Any damage or destruction to the Premises, or any property of the DISTRICT, wherever located, caused as a direct or indirect result of the Lessee, shall be the Lessee's sole responsibility.

**Section 49** DISCRIMINATION: Lessee shall not discriminate against any person, employee, or applicant for employment because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

**Section 50** SIGNAGE. Lessee's signage shall be limited to a sign next to or on the door to the Premises, containing Lessee's business name. DISTRICT shall have the right to control the location and style of sign.

**Section 51** FACILITIES; ACCESS: DISTRICT makes no representations regarding the continuation of the availability of any facilities or services at the Port of Palm Beach District, or any specific route for access to the Premises; provided however, that access to the Premises shall be permitted to Lessee over such routes as the DISTRICT shall determine from time to time.

**Section 52** PUBLIC ENTITY CRIMES AFFIDAVIT: Concurrent with execution hereof, CRUISES shall execute the PUBLIC ENTITY CRIMES Affidavit attached hereto, the truth of which shall be a condition to the effectiveness of this Agreement.

**Section 53** 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.

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

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_

LESSEE:

Host Terminals, LLC, a Virginia Limited Liability Company authorized to do business in Florida

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_\_  
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:

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 Host Terminals, LLC, a Virginia Limited Liability Company authorized to do business in Florida.

[SEAL]

\_\_\_\_\_

NOTARY PUBLIC

My commission expires:

**SWORN STATEMENT**

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION OR YOUR RESPONSE TO THE RFB WILL BE REJECTED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT (“PORT”) by Host Terminals LLC, a Virginia Limited Liability Company whose business address is 1800 SE 10<sup>th</sup> Avenue, Suite 435, Fort Lauderdale, FL 33316, and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_).

I understand that a “public entity crime” as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that a “convicted” or “conviction” as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Florida Statutes §287.133(1)(a),

Means:

- a) A predecessor or successor of a person convicted of a public entity crime: or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Florida Statutes §287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statements apply.]

(A) \_\_\_\_\_ **(No Convictions)** Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are

active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(B) \_\_\_\_\_ **(Convictions)** The entity submitting this Sworn Statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. **[PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

\_\_\_\_\_ (Signature of person signing)

\_\_\_\_\_ (Printed name of person signing)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ (Title) of Host Terminals LLC, a Virginia Limited Liability Company (Type of entity) on behalf of the entity. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public, Commission No. \_\_\_\_\_

SEAL

\_\_\_\_\_  
Name of Notary, typed, printed or stamped

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**DISTRICT REPORTS  
ITEM G-1**

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**PREPARED BY:** Manuel Almira                      Executive Director                      August 16, 2018

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**SUBJECT:**                      **Executive Director's Report**

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**BACKGROUND:**      An outline of the topics to be reported on at the August 16, 2018 Regular Board Meeting is attached for your review.

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**ADDITIONAL INFORMATION ATTACHED:**                      No \_\_\_\_\_                      Yes   X  

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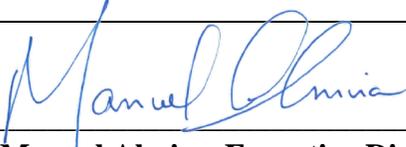
**FINANCIAL IMPACT:** N/A

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**RECOMMENDATIONS:**      Informational Item Only.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

**DATE ACTION TAKEN:** \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Deferred To: \_\_\_\_\_

Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Unanimous:      Yes \_\_\_\_\_      No \_\_\_\_\_

By: \_\_\_\_\_

**Port of Palm Beach District  
Executive Director's Report  
Board of Commissioners Meeting  
August 16, 2018**

**Around the Port**

**Florida Department of Transportation District #4**

Last Friday, Carl Baker, Doug Vogt of Tropical Shipping, and I met with Rick Ferrin of TranSystems. TranSystems is an engineering company that conducts traffic analysis and studies for FDOT District #4.

As part of TranSystems' continuing contract with FDOT, they will be performing a "Capability, Capacity and Surface Transportation Network Planning" research project. The purpose of the study is to accurately forecast constraints, bottlenecks and service level failures in the surrounding transportation network that serve the Port of Palm Beach. The Port has significantly improved cargo and passenger throughput over the past five years; since this trend is definitely continuing – especially with the capital improvement projects underway and planned – FDOT and TranSystems endorsed the study.

This project will cost FDOT approximately \$130,000, but is at **NO COST** to the Port.

**Florida State Transportation Economic Development (FSTED)**

The Port of Palm Beach submitted two grant requests last month as part of the Florida Ports Council Annual Program Project Application Cycle.

The first request was for \$1.5 million, at a 50/50 match, for Annex Property Site Improvements. Once the Annex Property is rezoned by the City of Riviera Beach for Port use, per the Tri-Party Agreement, this 5.2-acre property needs to be brought up to code. Site improvements would include new landscaping and irrigation for the entrance to the site, perimeter and west end, along with new water mains and fire hydrants, and new site and security lighting.

The second grant request is for \$2.25 million, also at a 50/50 match for **the Peanut Island Area D Mitigation Project**. The Port has begun working with the Army Corps of Engineers on re-examining what will be required to clean up Area D to increase the level of cruise ship navigational safety. As part of the work that will be required in Area D, the Port is planning to complete an environmental mitigation project in a different area in the Lake Worth Lagoon BEFORE that project begins.

**Port Visit by Ambassador of Kosovo: Otto F. Van Geigenblatt**

The Port received a visit on July 31, 2018 from the Honorary Ambassador of Kosovo, formerly Serbia and once Yugoslavia. He has an interest in establishing a distribution center for wine and olive oil, two of the most plentiful products from this region in Europe. The focus of his business plan is to utilize South Florida as a trans-shipment port for South and Central America, and the Caribbean Islands. Currently, his plans call for a minimum of 5,000 acres. He has had discussions with the mayor and city manager of Belle Glade. We plan to introduce him to Florida Sugar and illustrate to him the plan for an Inland Port.

### **Vertex Cell Tower**

On August 1st, the City of Riviera Beach Council approved the business permit for Vertex Cell Tower. Items still outstanding as of August 6th are:

- A/C Permit for CBP area in the MOC building, 3rd floor
- Annex property rezoning
- 2 permits regarding the MOB Demolition and the Pad

### **Events**

- Forum Club of the Palm Beaches – August 10, 2018
- Port of Palm Beach Benefits Fair: Scheduled for Thursday, August 30, 2018 in our Board Room
- Florida Ports Council Annual Board Meeting – St. Petersburg, Florida – September 5-6, 2018
- AAPA Energy & Environmental Seminar – Jersey City, NJ – September 11-12, 2018
- Hispanic Chamber of Commerce of PBC – Business Expo & Job Fair – September 27, 2018
- Business Development Board – 36<sup>th</sup> Annual Gala – September 29, 2018
- AAPA – 107<sup>th</sup> Annual Convention – Valparaiso, Chile – October 7-10, 2018



**Port of Palm Beach  
Engineer's Report  
Commission Meeting | August 16, 2018**

**Berth 17 and Paving Project**

Contractor continues to work on the water side of the project. Both piles have been installed and tested. Pile Driving Analysis tests were performed by the contractor's testing firm during the piles installation process, and results were submitted with review and analysis for compression and tension capacity. The south pile (pile #6) meets and exceeds the compression design capacity of 280 kips with an actual capacity of 428 kips, but did not reach the required friction capacity of 436 kips, with an actual capacity of 309 kips. As a solution for pile #6 to meet the required tension capacity, the pile will be filled with concrete. The north pile (pile #5) meets and exceeds the tension design capacity of 140 kips with an actual capacity of 171 kips, but did not reach the required axial capacity of 508 kips, with an actual capacity of 329 kips. After review and evaluation of the pile testing report for pile #5, it was found that LMH did not follow the determined pile driving procedure, by continuing to drive the pile beyond the 115 feet depth, where the capacity dropped below the required 508 kips. Had LMH stopped at a depth below 98 feet and above 115 feet, the pile capacity would have been acceptable and no additional efforts would have been required. AECOM's structural engineering office is performing extended computer analysis, to determine the additional efforts that will be required in order to bring pile #5 and the east dolphin to acceptable capacity parameters. LMH is also retaining the services of a geotechnical engineer to evaluate the data and provide recommendations on how to resolve the issue.

For the repair of the West (inner) Dolphin Structure, the contractor's structural engineer submitted a revised Repair plan procedure which has been accepted by the project engineer of record, AECOM. Contractor still pending to execute the structure repair.

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 have progressed considerably during the month of August. The pavement area below the sugar conveyor structure has been graded and compacted, with lateral forms installed in preparation for concrete pour of the 8-inch slab. The electrical work related to the installation of the Shore Power Station 5 is still pending to be executed.

The last pay application processed by the Port was the working period of December 2017, which was notarized and submitted by the contractor on July 17, 2018. As of December 2017 pay application, LMH invoices indicate that approximately 88% (\$9,095,521.61 to date / \$1,202,784.48 balance of approved modified Contract amount) of the work is complete to date, and a total retainage to date of \$909,552.16. The draft for the pay application for the working periods of January 2018, February 2018, March 2018, April 2018 and May 2018 have been evaluated by AECOM and returned with comments for final submission. The pay application procedure will continue with the process of the January 2018 pay application, as soon as the contractor provides Partial Lien Waivers for all vendors related to the December 2017 payment.

The contractor's two-week look ahead schedule submitted on August 6, 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**

Port Staff submitted a complete site plan application to the City of Riviera Beach on July 27, and issued a check for the applicable review fee. The City staff will present the site plan to the Planning and Zoning Board on August

9th and a resolution for site plan approval to City Council on August 15th. CRB will issue a building permit following the August 15th City Council Meeting. City staff will continue review of the previously submitted City building permit application with the goal of building permit issuance following the August 15<sup>th</sup> City Council Meeting.

### **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 new rail on Spurs #1 and #2, as well as the 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. Once signage is installed and gate arms equipment is operational, the contractor will remove the old existing signage and apply the new pavement striping at the crossing pavement.

### **Berth 1 Bulkhead Improvement Project**

The Town of Palm Beach's Coastal Program Office has already began coordination with Coastal Eco-Group for the coral transplantation works. The actual weather conditions are not favorable; August's high water temperature will stress the corals beyond the expected transplantation stress and reduce the potential for survival. Transplantation is scheduled to occur in November/December when the water temperatures are cooler. The transplantation will be completed before Berth 1 improvements are scheduled to begin in April 2019.

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**DISTRICT REPORTS  
ITEM G-4**

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**PREPARED BY:** Venice Howard District Clerk/Records Administrator August 16, 2018

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**SUBJECT:** Commissioner's Report

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**BACKGROUND:** Commissioner Waldron will provide an oral report on the Commerce Park development efforts.

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**ADDITIONAL INFORMATION ATTACHED:** No  Yes

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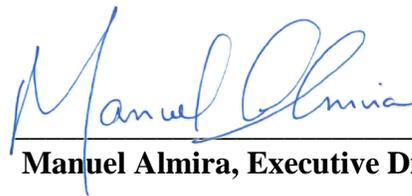
**FINANCIAL IMPACT:** N/A

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**RECOMMENDATIONS:** None. Informational Item Only.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

**DATE ACTION TAKEN:** \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Deferred To: \_\_\_\_\_

Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_

By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**DISTRICT REPORTS  
ITEM G-3**

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**PREPARED BY:** Venice Howard      District Clerk/Records Administrator      August 16, 2018

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**SUBJECT:**                    **GOVERNMENTAL AFFAIRS REPORT**

None

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**BACKGROUND:**    N/A

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**ADDITIONAL INFORMATION ATTACHED:**      No   X        Yes       

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**FINANCIAL IMPACT:** N/A

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**RECOMMENDATION:**    None. Informational Item Only.

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**Respectfully Submitted By:**



**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

Deferred To: \_\_\_\_\_

Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

Unanimous:    Yes \_\_\_\_\_ No \_\_\_\_\_

By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**NEW BUSINESS  
ITEM H-1**

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**PREPARED BY:** Jarra Kaczvara Sr. Director August 16, 2018  
Business Development & Communications

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**SUBJECT: Sister Port Agreement between the Port of Palm Beach and Port of Cap Terminal S.A.**

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**BACKGROUND:**

Representative Al Jacquet and his legislative team look forward to developing a mutual relationship that would be beneficial and auspicious for the communities we serve. He fervently welcomes the delightful opportunity to work and collaborate with the Port and staff in many future and public projects for the good of our communities.

As a representative for District 88, Representative Jacquet feels it a worthwhile and pivotal duty to serve his constituents and to ascertain that superlative public service is achieved as he works to fulfill the goals for his constituents. In Palm Beach County, he and his legislative team are currently working with various non-profit organizations and governmental agencies to improve and ameliorate the local tourism industry within the county.

Representative Jacquet and his team have been conducting meticulous research and devising innovative ways to improve tourism, which is conducive to our county's local economic development. One of his major plans to amplify and expand tourism within Palm Beach County is by attracting a prolific number of international tourists from Caribbean countries to come travel to our county, and to facilitate or make it easier for tourists to travel to Palm Beach County.

Representative Jacquet would like to establish a Sister Port Agreement between the Port of Palm Beach in Rivera Beach, Florida, and Cap Terminal S.A. (<http://www.capterminal.com/>), a port in Cap-Haïtien located in Haiti.

Sister Seaport agreements help ports collaborate on the exchange of information and ideas, with the stated aim of increasing both cargo and cruise trade between ports.

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**ADDITIONAL INFORMATION ATTACHED:** No  X  Yes

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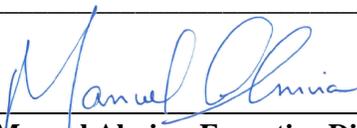
**FINANCIAL IMPACT:** N/A

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**RECOMMENDATION:** The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**NEW BUSINESS  
ITEM H-2**

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**PREPARED BY:** Paul J Zielinski Deputy Director / Chief Financial Officer

August 16, 2018

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**SUBJECT: Port Of Palm Beach Tariffs**

Adoption of Port of Palm Beach Tariff #22 & Freight Tariff PPBD 8015-J

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**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 are copies of District Tariff #22 and Freight Tariff #8015-J for your review.

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**ADDITIONAL INFORMATION ATTACHED:**

No \_\_\_\_\_ Yes X \_\_\_\_\_

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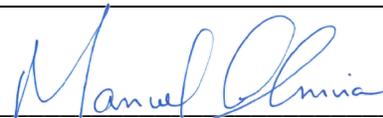
**FINANCIAL IMPACT:** Financial Impact for FY 2019: \$331,000 in additional revenue.

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**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.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
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  
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## 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 11<sup>th</sup> Street, Suite 600, Riviera Beach, FL 33404.

Electronic Version: Obtain by visiting the District's website at [www.portofpalmbeach.com](http://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**

<b>BBL</b>	Barrel
<b>BF</b>	Board Feet
<b>CU FT</b>	Cubic Feet
<b>CWT</b>	Hundred Weight
<b>FBM</b>	Feet Board Measure
<b>GRT</b>	Gross Registered Ton
<b>ISO</b>	International Organization for Standardization
<b>LOA</b>	Length Overall
<b>MIN</b>	Minimum
<b>MT</b>	Measurement Ton - equals 40 cubic feet
<b>NOS</b>	Not Otherwise Specified
<b>ST</b>	Short Ton - 2,000 pounds
<b>W/M</b>	Weight or Measure
<b>TEU</b>	Twenty Foot Equivalent Unit, containing approximately 1,360 cubic feet

### **102 - DEFINITIONS**

<b><u>Abandoned Cargo</u></b>	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.
<b><u>Agent</u></b>	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.
<b><u>Aggregate</u></b>	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.
<b><u>Apron, Apron Wharf, Wharf Apron</u></b>	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.
<b><u>Berth Assignment</u></b>	The specific location assigned to a vessel to moor at Port Facilities.
<b><u>Board Foot</u></b>	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.
<b><u>Break Bulk</u></b>	Packaged but non-containerized cargo and cargo shipped as a unit (bags, bales, barrels, boxes, cartons, drums, pallets, sacks, vehicles, etc.)
<b><u>Bulk Cargo</u></b>	Loose, non-containerized cargo
<b><u>Bunkering</u></b>	The taking on by a vessel of petroleum products and derivatives for fueling, lubricating, and/or other associated uses.
<b><u>Cargo Handler/ Cargo Handling</u></b>	The handling and/or transferring of cargo not including loading to or unloading from a vessel.
<b><u>Coastal Cruise</u></b>	The cruise of a vessel that both departs and returns from the Port Facilities within

<b><u>Combined Rates Common Use Area</u></b>	a twenty-four hour period without making a foreign port of call. A combination of rates otherwise set forth in this tariff as individual rates.
<b><u>Containers</u></b>	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.
<b><u>Dangerous Cargo</u></b>	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.
<b><u>Day</u></b>	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.
<b><u>Demurrage</u></b>	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.
<b><u>Derelect Vessel</u></b>	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.
<b><u>District</u></b>	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.
<b><u>Dockage</u></b>	The Port of Palm Beach District, a Special Taxing District created by Special Acts of the State of Florida Legislature.
<b><u>Draying</u></b>	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.
<b><u>Executive Director</u></b>	The physical movement of cargo between any two points.
<b><u>Facility Security Plan</u></b>	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.
<b><u>Foreign Trade Zone</u></b>	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.
<b><u>Free Storage Time (a/k/a Free Time)</u></b>	FTZ are secure areas under U.S. Customs and Border Protection (CBP) supervision that are generally considered outside CBP territory.
<b><u>Gangway Watch</u></b>	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.
<b><u>Handling</u></b>	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.
<b><u>Harbormaster</u></b>	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.
<b><u>Heavy Cargo</u></b>	That person designated as "Harbormaster" by the Executive Director of the District.
<b><u>Heavy Cargo</u></b>	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:

<b><u>DATE</u></b>	<b><u>HOLIDAY</u></b>
January 1 <sup>st</sup>	New Year’s Day
3 <sup>rd</sup> Monday in January	Martin Luther King’s Birthday
3 <sup>rd</sup> Monday in February	President’s Day
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11 <sup>th</sup>	Veterans Day
4 <sup>th</sup> Thursday and Friday in November	Thanksgiving
December 25 <sup>th</sup>	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.

<b><u>Passenger Wharfage</u></b>	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.
<b><u>Person</u></b>	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.
<b><u>Point of Rest</u></b>	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.
<b><u>Port Facilities</u></b>	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.
<b><u>Port User</u></b>	Any Person making use of or on Port Facilities.
<b><u>Rail Tariff</u></b>	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.
<b><u>Security Fee</u></b>	Fees charged to partially offset the District's cost of compliance with Federal, State and local security regulations.
<b><u>Steamship Agent</u></b>	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.
<b><u>Stevedore</u></b>	Labor management companies that provide equipment and hire workers to transfer cargo between ships and docks. Stevedore companies may also serve as terminal operators.
<b><u>Stevedore Equipment</u></b>	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.
<b><u>Storage Time (a/k/a Paid Storage Time)</u></b>	The 14-day period of time after any applicable Free Time and prior to Demurrage becoming applicable.
<b><u>Tariff</u></b>	This publication containing the rates, charges, rules, regulations, and practices at Port Facilities.
<b><u>Temporary Staging Area</u></b>	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.
<b><u>Terminal</u></b>	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.
<b><u>Terminal Storage</u></b>	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.
<b><u>Ton (a/k/a Short Ton)</u></b>	When the term "Ton" is used anywhere in this Tariff, without qualifying words, it shall mean a net ton of 2,000 pounds.
<b><u>Ton W/M</u></b>	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'

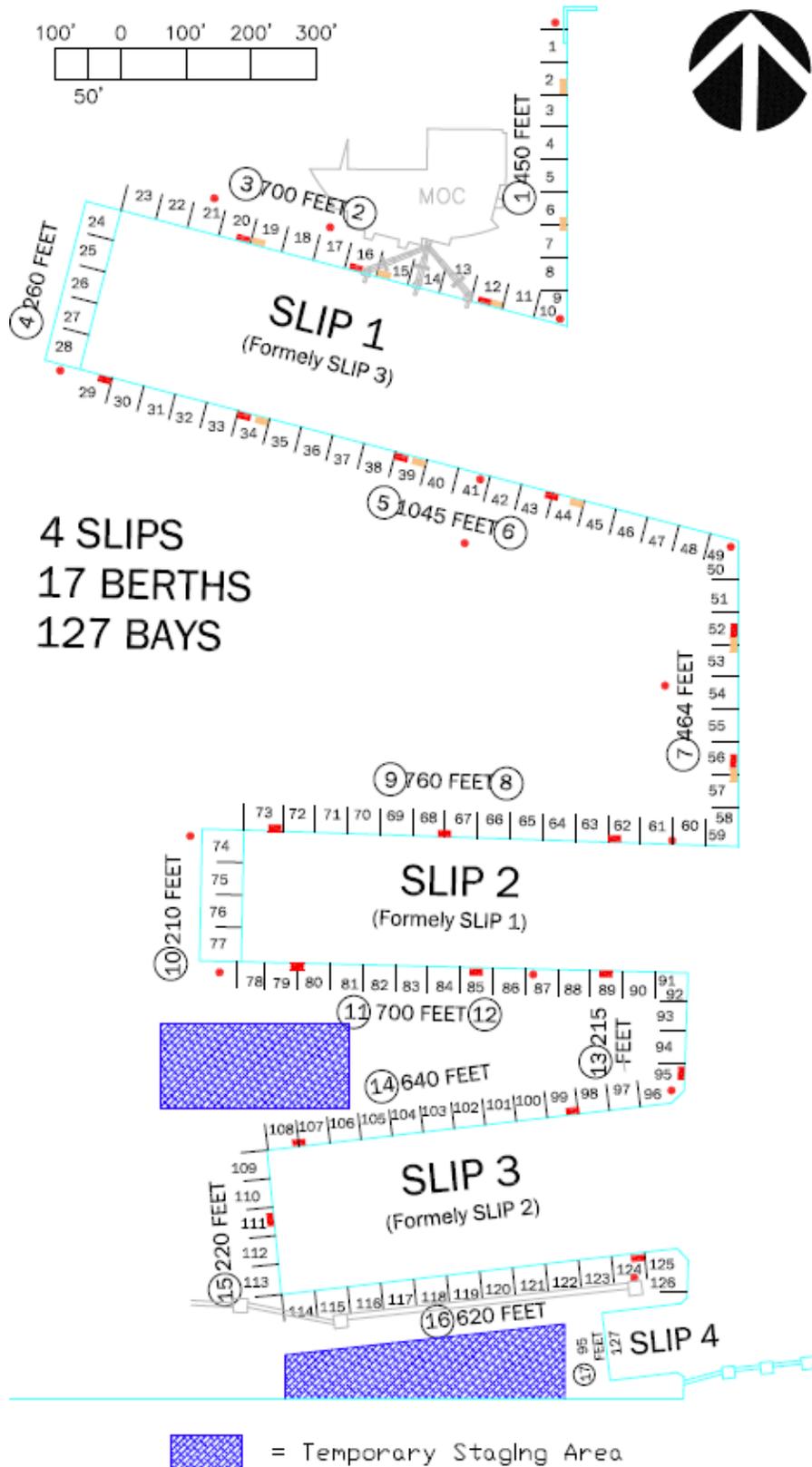
Berth No. 14, Bays 96-107  
North Side of Slip 3..... 640' Depth 33'

Berth No. 15, Bays 108-111  
West End of Slip 3 .....220' Depth 25'

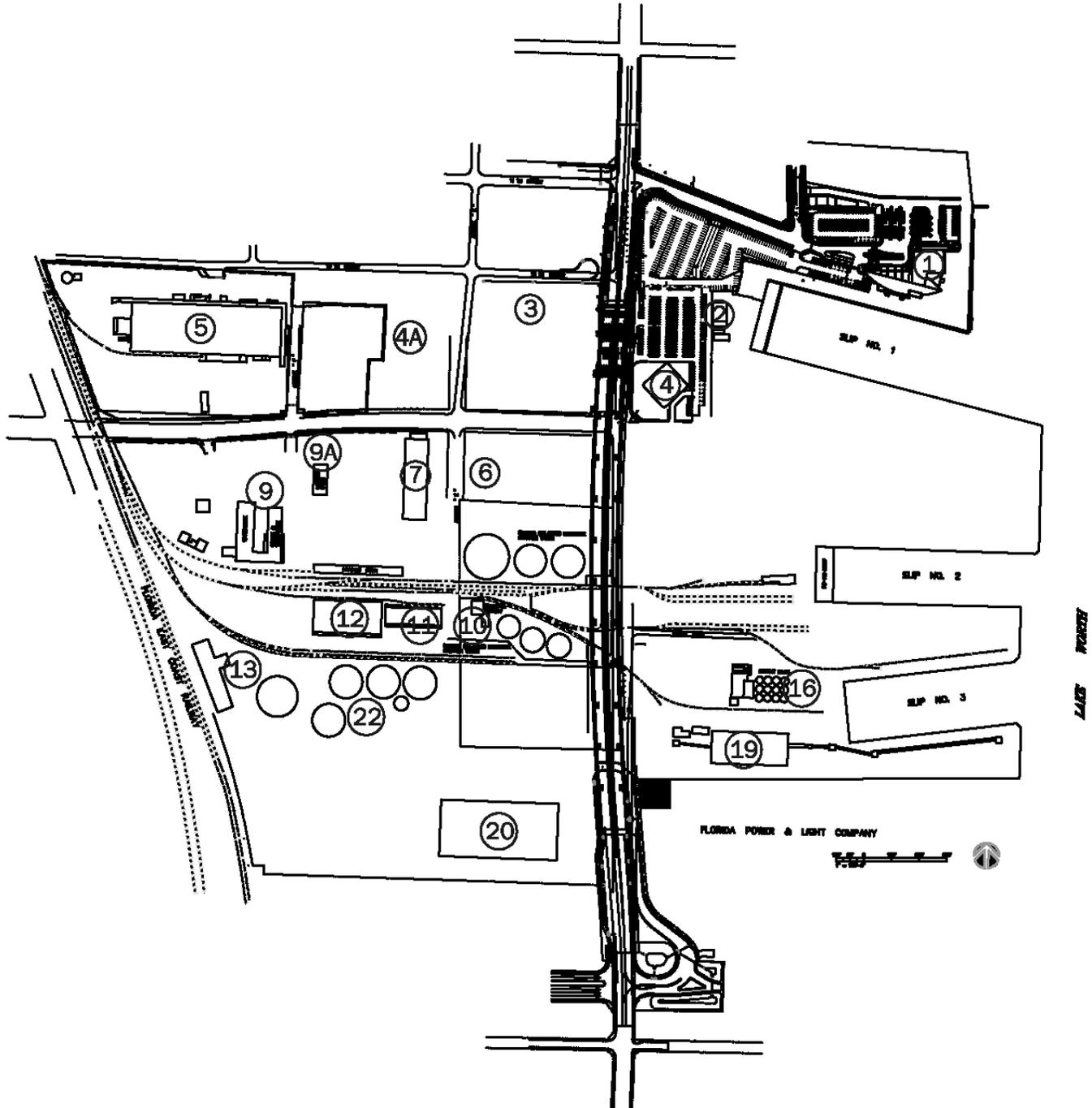
Berth No. 16, Bays 112-123  
South Side of Slip 3 .....620' Depth 33'

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<br>Maritime Office Complex<br>One East 11th Street | ⑤ Port of Palm Beach<br>Merchants Export<br>200 West Port Road | ⑩ Molasses Terminal<br>700 Avenue "E"    | ⑱ Florida Sugar Terminal<br>124 East Port Road            |
| ② Tropical Shipping<br>Two (2) East 11th Street                      | ⑥ Tropical Shipping Interchange<br>75 West Port Road           | ⑪ Heavy Lift Warehouse<br>801 Avenue "E" | ⑳ Port of Palm Beach South Gate Warehouse<br>301 Broadway |
| ③ Tropical Shipping - PK1<br>50 West Port Road                       | ⑦ Tropical Shipping<br>851 Avenue "E"                          | ⑫ Warehouse<br>100 Middle Road           | ㉒ South Florida Materials<br>701 Avenue "E"               |
| ④ Maritime Office Building (MOB)<br>5 East 11th Street               | ⑨ Tropical Shipping<br>151 West Port Road                      | ⑬ Port of Palm Beach<br>300 Middle Road  |   |
| ④A Tropical Shipping - PK2<br>100 West Port Road                     | ⑨A Tropical Shipping<br>121 West Port Road                     | ⑯ Cemex - Cement<br>119 East Port Road   |   |

### **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](mailto:PBPilots@aol.com) / [www.palmbeachpilots.com](http://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](http://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](http://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 31<sup>st</sup> 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](http://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 31<sup>st</sup> 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](http://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.

<b>Labor Rates</b>	<b>Standard Time</b>	<b>Over-Time</b>	<b>Holiday</b>
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)

<b>Equipment</b>	<b>Rate Hour</b>	<b>Minimum Charge</b>
<b>Where an operator is required, the same must be a Port Employee and Labor Rates will be as per above</b>		
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](http://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](http://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 MTS/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:

<b>Dockage Security Fee:</b>	6% of dockage fee
<b>Escort Fee:</b>	\$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)**

<b><u>Containers/Equipment/Vehicles</u></b>	<b>Wharfage</b>	<b>Storage Time</b> (Applicable after Free Time, if any.)	<b>Demurrage</b>
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**

Bulk (NOS) – Not otherwise specified  
Cement/Clinkers

### **Wharfage**

\$0.88/Ton  
\$0.83/Ton  
\$0.73/Ton

### **Storage**

**Storage rates provided upon request.**  
**Storage rates provided upon request.**  
**Storage rates provided upon request.**

Sugar, crude or refined

### **Liquid Bulk Cargo**

Molasses, blackstrap & molasses based products  
Petroleum products – Non-Utility fuels  
Liquid NOS

### **Wharfage**

\$0.61/Ton (Pipeline)  
\$1.70/Ton (Non-Pipeline)  
\$0.16 per BBL  
\$0.33 per BBL

### **Storage**

\$4.00/Ton (drummed or barrels)  
**Storage rates provided upon request.**  
**Storage rates provided upon request.**

### **Natural Gas**

a) Liquid natural gas

**\$1.90/Ton**  
\$0.34/100 gallons

b) Compressed natural gas

**\$0.44/1000 Cubic Feet**

<b><u>Breakbulk Items</u></b>	<b>Wharfage</b>	<b>Storage Time</b>	<b>Demurrage</b>
All Items	\$2.01/Ton 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

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# **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-TERMINAL SWITCHING**

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".

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

**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**

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

**ITEM 300**

**[I]  
INTERCHANGE SWITCHING, GENERAL (See Part 2)**

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%

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

## ITEM 300 (Cont'd)

### INTERCHANGE SWITCHING, GENERAL

(See Part 2)

#### 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. **There will be a 4% maximum increase for 2019.** 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. **There will be a 4% maximum increase for 2019.** 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.

For explanation of terms, abbreviations, and reference marks, see last page of tariff.

**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:

<b>0 to 100 tons</b>	<b>No charge</b>
<b>100 to 130 tons</b>	<b>\$1,000</b>
<b>130 to 150 tons</b>	<b>\$1,500</b>
<b>G.T. 150 tons</b>	<b>rates available upon request</b>

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.

**REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**NEW BUSINESS  
ITEM H-3**

---

**PREPARED BY:** Carl S. Baker - Director of Planning & Development

August 16, 2018

---

**SUBJECT:** FDOT Grant Funding  
Consideration of SJPA #4 for On-Port Rail Expansion Project and Adoption of  
Corresponding Resolution

---

**BACKGROUND INFORMATION:** The attached Supplemental Joint Participation Agreement #4 (SJPA #4) is for additional grant funds for the design, permitting and construction of additional rail trackage for the On-Port Rail Facility Expansion Project. The SJPA agreement includes the following:

- The agreement is in the total amount of \$8,675,158.00 to cover the design, permitting and construction costs of the On-Port Rail Facility Expansion Project.
- These funds are immediately available and allocated by FDOT.
- This SJPA ratio is 50% / 50% split (\$4,337,579 FDOT / \$4,337,579 Port of Palm Beach).
- The original JPA that these funds are being issued under will expire on December 31, 2018.
- This SJPA expires December 31, 2019.
- The funding source for these funds is the FDOT Strategic Intermodal System and will be available until July 2023.

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**ADDITIONAL INFORMATION ATTACHED:**

No \_\_\_\_\_ Yes  X

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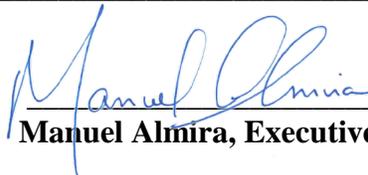
**FINANCIAL IMPACT:** The project will be funded from the Port's FY2018/2019/2020/2021/2022 Capital Program Budgets (50%) and the use of FSTED grant funds (50%). Total project funding (grant funds and Port matching funds) is \$8,675,158.00

---

**RECOMMENDATIONS:** The Board of Commissioners is respectfully requested to approve the Supplemental Joint Participation Agreement #4 with FDOT, adopt the corresponding resolution, and direct the Executive Director to return six (6) executed agreements and two (2) executed resolutions to FDOT for processing.

---

**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

## PUBLIC TRANSPORTATION

## SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 4

Financial Project No.:	Fund: <u>DIS</u>	FLAIR Category: <u>088794</u>
<u>436215-1-94-01</u>	Function: <u>215</u>	Object Code: <u>750005</u>
(Item-segment-phase-sequence)	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
Contract No.: <u>ARL88</u>	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000531002</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> Catalog of State Financial Assistance Number: <u>55005</u>		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and PORT OF PALM BEACH DISTRICT,  
One East 11<sup>th</sup> Street, Rivera Beach, FL 33419  
hereinafter referred to as Agency.

## WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 22nd day of September, 2014, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$4,867,624.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended

The Project Description is NOT amended

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased /  decreased by \$8,675,158.00  
bringing the revised total cost of the project to \$9,735,248.00 .

Paragraph 4.00 of said Agreement is  increased /  decreased by \$4,337,579.00  
bringing the Department's revised total cost of the project to \$4,867,624.00 .

**3.00 Amended Exhibits:**

Exhibit(s) B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement has been extended until 12/31/2019 .

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 436215-1-94-01

Contract No. ARL88

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated 9/22/2014 and any subsequent supplements shall remain in full force and effect.

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

AGENCY

FDOT

PORT OF PALM BEACH DISTRICT,  
AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Director of Transportation Development  
TITLE

Financial Project No. 436215-1-94-01

Contract No. ARL88

Agreement Date \_\_\_\_\_

ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and PORT OF PALM BEACH DISTRICT,  
One East 11th Street, Rivera Beach, FL 33419  
dated 9/22/2014.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):  
Supplemental # 4 FY 18/19 DIS funding allocation as follows:  
Department (50%): \$4,337,579.00  
Port of Palm Beach District (50%): \$4,337,579.00

I. Project Cost:	As Approved	As Amended	Net Change
	\$1,060,090.00	\$9,735,248.00	\$8,675,158.00
Total Project Cost	\$1,060,090.00	\$9,735,248.00	\$8,675,158.00
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$530,045.00	\$4,867,624.00	\$4,337,579.00
Agency:	\$530,045.00	\$4,867,624.00	\$4,337,579.00
Other:	\$0.00	\$0.00	\$0.00
Total Project Cost	\$1,060,090.00	\$9,735,248.00	\$8,675,158.00

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Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

**RESOLUTION NO. 2018-04**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF THE PORT OF PALM BEACH DISTRICT APPROVING THE SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #4 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR COSTS RELATED TO THE PORT OF PALM BEACH ON PORT INTERMODAL RAIL FACILITY EXPANSION PROJECT.**

WHEREAS, The Port of Palm Beach District, a political subdivision of the State of Florida (hereinafter called the “District”) has incurred, and/or shall incur, various costs and expenditures relating to the Port of Palm Beach On Port Intermodal Rail Facility Expansion Project (the “Project”); and

WHEREAS, The District has determined it is in its best interest to enter into a Joint Participation Agreement (“JPA”) with the Florida Department of Transportation for costs related to the project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF PALM BEACH DISTRICT, RIVIERA BEACH, FLORIDA that:**

**SECTION 1:** The Port of Palm Beach District authorizes the acceptance and execution of the Joint Participation Agreement (JPA) with the Florida Department of Transportation for Financial Project Number 436215-1-94-01 for a total project amount of \$8,675,158.00.

**SECTION 2:** The Executive Director is directed to send two (2) copies of this Resolution along with six (6) executed copies of the Joint Participation Agreement to the Florida Department of Transportation.

**SECTION 3:** This Resolution shall take effect immediately upon passage.

**RESOLUTION NO. 2018-04**

---

PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF AUGUST, 2018.



**PORT OF PALM BEACH DISTRICT BY  
ITS BOARD OF COMMISSIONERS:**

---

Jean L. Enright, Chairperson

**Attest:**

---

Katherine Waldron, Secretary/Treasurer

**Legal Sufficiency:**

---

Greg Picken, Port Attorney

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**NEW BUSINESS  
ITEM H-4**

**PREPARED BY:** Paul Zielinski                      Chief Financial Officer                      August 16, 2018

---

**SUBJECT: Consideration and Selection of Group Health Insurance Providers & Broker of Record**

---

**BACKGROUND:** The Port's current group Health Insurance agreements with United Healthcare; MetLife for Dental; Guardian for Long Term Disability, Short Term Disability and Life Insurance; and Humana Specialty Benefits for Vision insurance all end on September 30, 2018. Port Management recommends for FY 2019 that the Port continues Medical Insurance with United Healthcare and remains with the present carriers for all other insurance needs.

---

**ADDITIONAL INFORMATION ATTACHED:**      No \_\_\_\_\_                      Yes   X    
Attached is a briefing document concerning the insurance proposals, physician directories, and drug formularies from the highest-rated companies.

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**FISCAL IMPACT:** Over the next fiscal year, the recommended policies' financial impact – with United Healthcare, MetLife, Guardian and Humana Specialty Benefits providing the same level of coverage – reflects an increase of approximately \$62,000 for all policies.

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**RECOMMENDATIONS:**

- A.     The Board of Commissioners is respectfully requested to approve Klif Gehring Insurance to place the above referenced insurance policies.
  - B.     The Board of Commissioners is respectfully requested to authorize the Executive Director to sign the contracts with United Healthcare - Plan AHJ3 w/120; MetLife for Dental; Guardian for Long Term Disability, Short Term Disability and Life Insurance; and Humana Specialty Benefits for Vision insurance.
  - C.     The Board of Port Commissioners is respectfully requested to approve Klif Gehring Insurance to be the Port's Broker of Record for the Employee Group Insurance for FY 2020.
- 

**Respectfully Submitted By:**



**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous:   Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_



# **Group Insurance Evaluation**

**2018-2019 Plan Year**

**Presented by:**

**Klif Gehring, Agent of Record**





**The following carriers were invited to submit proposals to provide insurance coverage for the Port of Palm Beach District for an October 1, 2018 effective date:**

- |                |                       |                             |
|----------------|-----------------------|-----------------------------|
| ❖ Aetna        | ❖ The Hartford        | ❖ Renaissance               |
| ❖ Ameritas     | ❖ Humana              | ❖ Security Mutual Life Ins. |
| ❖ Assurant     | ❖ Lincoln Financial   | ❖ Standard Insurance        |
| ❖ AvMed        | ❖ MetLife             | ❖ Sun Life                  |
| ❖ Cigna        | ❖ Mutual of Omaha     | ❖ United Healthcare         |
| ❖ Delta Dental | ❖ Neighborhood Health | ❖ Unum                      |
| ❖ Florida Blue | ❖ Principal           |                             |
| ❖ Guardian     | ❖ Reliance Standard   |                             |

**The following carriers have elected to submit proposals to provide insurance coverage for the Port of Palm Beach District:**

- |                |                     |                     |
|----------------|---------------------|---------------------|
| ❖ Aetna        | ❖ Florida Blue      | ❖ MetLife           |
| ❖ Ameritas     | ❖ Guardian          | ❖ United Healthcare |
| ❖ Cigna        | ❖ Humana            | ❖ Unum              |
| ❖ Delta Dental | ❖ Lincoln Financial | ❖ Standard          |

**The following carriers have declined to submit proposals to provide insurance coverage for the Port of Palm Beach District:**

- |                   |                       |                     |
|-------------------|-----------------------|---------------------|
| ❖ Assurant        | ❖ SunLife             | ❖ Reliance Standard |
| ❖ AvMed           | ❖ Neighborhood Health | ❖ Renaissance       |
| ❖ Mutual of Omaha | ❖ Principal           | ❖ The Hartford      |



## **Recommendations**

# Port of Palm Beach District

## Medical Insurance Analysis - Effective October 1, 2018

**Recommended**

Schedule of Insurance	United Healthcare <i>Current</i>		United Healthcare <i>Renewal</i>		United Healthcare <i>Negotiated Renewal</i>	
Plan Name	AHJ3 w/ 120		AHJ3 w/ 120		AHJ3 w/ 120	
Network Participation	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$25 copay	30% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$50 copay	30% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% afer PYD	30% after PYD	10% afer PYD	30% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0	30% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	30% after PYD
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$350 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$75 copay	30% after PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	
Tier 2	\$35 copay		\$35 copay		\$35 copay	
Tier 3	\$60 copay		\$60 copay		\$60 copay	
Tier 4	\$100 copay		\$100 copay		\$100 copay	
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$250	\$750
Family	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$1,000	\$3,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$2,000	\$6,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$822.50	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$1,760.14	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$1,677.88	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$2,516.83	
<b>Monthly Total</b>	<b>\$82,125.30</b>		<b>\$91,980.12</b>		<b>\$87,052.79</b>	
<b>Annual Total</b>	<b>\$985,503.60</b>		<b>\$1,103,761.44</b>		<b>\$1,044,633.48</b>	
<b>\$ Increase</b>			<b>\$118,257.84</b>		<b>\$59,129.88</b>	
<b>% Increase</b>			<b>12.0%</b>		<b>6.0%</b>	

**Port of Palm Beach District**  
**Dental Insurance Analysis - Effective October 1, 2018**

Dental PPO Insurance Benefits	MetLife		MetLife	
Plans	<i>Current</i>		<i>Negotiated Renewal</i>	
	<i>Implants Covered</i>		<i>Implants Covered</i>	
<u>Deductible</u>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>
Individual	\$50	\$75	\$50	\$75
Family	\$150	\$225	\$150	\$225
<b>Annual Maximum Per Person</b>	\$3,000	\$3,000	\$3,000	\$3,000
<b>Preventative Services</b>	100%	100%	100%	100%
<b>Basic Services</b>	90%	80%	90%	80%
<b>Major Services</b>	60%	50%	60%	50%
<i>Deductible waived for preventive?</i>	Yes		Yes	
<i>Waiting period for major services?</i>	Late entrants		Late entrants	
<b>ORTHODONTIA</b>	Yes (to age 26)		Yes (to age 26)	
<b>Ortho. Lifetime Maximum Per Person</b>	50% up to \$1,500		50% up to \$1,500	
<i>Rate Guarantee</i>	1 Year		1 Year	
<b>* Out of Network Reimbursement</b>	90th percentile		90th percentile	
<b><u>Rates</u></b>				
Single (17)	\$31.48		\$33.37	
EE + Spouse (16)	\$65.49		\$69.42	
EE + Children (11)	\$75.37		\$79.89	
Family (12)	\$117.50		\$124.55	
<b>Total Monthly Premium</b>	<b>\$3,822.07</b>		<b>\$4,051.40</b>	
<b>Total Annual Premium</b>	<b>\$45,864.84</b>		<b>\$48,616.80</b>	
<b>\$ Increase</b>			<b>\$2,751.96</b>	
<b>% Increase</b>			<b>6.0%</b>	

Coverage for white fillings & crowns

Coverage for white fillings & crowns

***Port of Palm Beach District***  
**Life Insurance Analysis - Effective October 1, 2018**

<b>Life and AD&amp;D Insurance Benefits</b>	<b>Guardian Current</b>	<b>Guardian <i>Negotiated Renewal</i></b>
<b>Employee Benefit Amount</b>	2xAnnual (\$100,000 max)	2xAnnual (\$100,000 max)
<b>Age Reduction</b>	35% @ age 65; 50% @ age 70	35% @ age 65; 50% @ age 70
<b>Rate Guarantee</b>	1 Year	1 Year
<b>LIFE Rate per \$1,000</b>	\$0.310	\$0.310
<b>AD&amp;D Rate per \$1,000</b>	\$0.020	\$0.020
<b>Total Life and AD&amp;D Rate</b>	\$0.330	\$0.330
<b>Based on volume of</b>	\$3,982,550	\$3,982,550
<b>Total monthly premium</b>	\$1,314.24	\$1,314.24
<b>Total annual premium</b>	\$15,770.90	\$15,770.90
<b>\$ Increase</b>		<b>\$0.00</b>
<b>% Increase</b>		<b>0%</b>

**No Increase**

# Port of Palm Beach District

## Voluntary Life Insurance Analysis - Effective October 1, 2018

Employee paid voluntary life

Guardian - Current	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

Guardian - Negotiated Renewal	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

**0% - No Increase**

Guardian - Current	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

Cigna - Alternate Plan 1	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

***Port of Palm Beach District***  
**Short-Term Disability Insurance Analysis - Effective**  
**October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian - Current</b>	<b>Guardian - Renewal</b>
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	\$1,200*
Minimum Weekly Benefit	\$25	\$25
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	26 weeks
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$30,076.00
<b>Rate per \$10 of Benefit</b>	<b>\$0.47</b>	<b>\$0.42</b>
<b>Monthly premium</b>	<b>\$1,413.57</b>	<b>\$1,263.19</b>
<b>Annual premium</b>	<b>\$16,962.86</b>	<b>\$15,158.30</b>
<b>\$ Increase</b>		<b>-\$1,804.56</b>
<b>Percentage Increase %</b>		<b>-11%</b>

**\*Will enhance benefit up to \$2,300 staying at current \$.42/\$10 of benefit**

**Decrease in rate**

<b>Benefit Schedule</b>	<b>Guardian - Current</b>	<b>Cigna - Alternate Plan 1</b>
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	<b>\$2,300</b>
Minimum Weekly Benefit	\$25	\$25
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	26 weeks
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$33,481.00
<b>Rate per \$10 of Benefit</b>	<b>\$0.47</b>	<b>\$0.19</b>
<b>Monthly premium</b>	<b>\$1,413.57</b>	<b>\$636.14</b>
<b>Annual premium</b>	<b>\$16,962.86</b>	<b>\$7,633.67</b>
<b>\$ Increase</b>		<b>-\$9,329.20</b>
<b>Percentage Increase %</b>		<b>-55%</b>

**Port of Palm Beach District**  
**Vision Insurance Analysis - Effective October 1, 2018**

Humana Specialty Benefits - <i>Current Plan</i>			
Service Frequency			
Vision Exams			Once every 12 months
Lenses			Once every 12 months
Frames			Once every 24 months
Copayments			
Exam			\$10
Materials			\$15
<b>Current Monthly Rates:</b>	<b>Employee</b>	<b>17</b>	<b>\$3.89</b>
	<b>Emp./Spouse</b>	<b>11</b>	<b>\$7.79</b>
	<b>Emp./Child(ren)</b>	<b>11</b>	<b>\$7.40</b>
	<b>Emp./Family</b>	<b>15</b>	<b>\$11.63</b>

\*\$130 allowance for elective contact lenses

**Monthly Total:**           \$407.67  
**Annual Total:**           \$4,892.04

Humana Specialty Benefits - <i>Renewal</i>			
Service Frequency			
Vision Exams			Once every 12 months
Lenses			Once every 12 months
Frames			Once every 24 months
Copayments			
Exam			\$10
Materials			\$15
<b>Renewal Monthly Rates:</b>	<b>Employee</b>	<b>17</b>	<b>\$3.89</b>
	<b>Emp./Spouse</b>	<b>11</b>	<b>\$7.79</b>
	<b>Emp./Child(ren)</b>	<b>11</b>	<b>\$7.40</b>
	<b>Emp./Family</b>	<b>15</b>	<b>\$11.63</b>

\*\$130 allowance for elective contact lenses

**Monthly Total:**           \$407.67  
**Annual Total:**           \$4,892.04

**0% No Increase**



## ***Medical Insurance***

# Port of Palm Beach District

## Medical Insurance Analysis - Effective October 1, 2018

Schedule of Insurance	United Healthcare <i>Current</i>		United Healthcare <i>Renewal</i>		<i>Recommended</i> United Healthcare <i>Negotiated Renewal</i>	
	AHJ3 w/ 120		AHJ3 w/ 120		AHJ3 w/ 120	
Plan Name	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$25 copay	30% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$50 copay	30% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% afer PYD	30% after PYD	10% afer PYD	30% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0	30% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	30% after PYD
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$350 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$75 copay	30% after PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	
Tier 2	\$35 copay		\$35 copay		\$35 copay	
Tier 3	\$60 copay		\$60 copay		\$60 copay	
Tier 4	\$100 copay		\$100 copay		\$100 copay	
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$250	\$750
Family	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$1,000	\$3,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$2,000	\$6,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$822.50	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$1,760.14	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$1,677.88	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$2,516.83	
<b>Monthly Total</b>	<b>\$82,125.30</b>		<b>\$91,980.12</b>		<b>\$87,052.79</b>	
<b>Annual Total</b>	<b>\$985,503.60</b>		<b>\$1,103,761.44</b>		<b>\$1,044,633.48</b>	
<b>\$ Increase</b>			<b>\$118,257.84</b>		<b>\$59,129.88</b>	
<b>% Increase</b>			<b>12.0%</b>		<b>6.0%</b>	

**Port of Palm Beach District**  
**Medical Insurance Analysis - Effective October 1, 2018**

Schedule of Insurance	United Healthcare <i>Proposed</i>		United Healthcare <i>Proposed</i>		Cigna <i>Negotiated Proposal (With Ancillary Savings)</i>	
Plan Name	AHJ3 w/ 120		AHJ3 w/ 120		OAP #7704308 - Participating	
Network Participation	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$25 copay	30% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$50 copay	30% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0	30% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	30% after PYD
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$350 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$75 copay	30% after PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	10% after PYD	30% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	50% coinsurance
Tier 2	\$35 copay		\$35 copay		\$35 copay	50% coinsurance
Tier 3	\$60 copay		\$60 copay		\$60 copay	50% coinsurance
Tier 4	\$100 copay		\$100 copay		\$100 copay	50% coinsurance
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$250	\$750
Family	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$1,000	\$3,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$2,000	\$6,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$810.70	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$1,734.89	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$1,653.80	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$2,480.71	
<b>Monthly Total</b>	\$82,125.30		\$91,980.12		\$85,803.64	
<b>Annual Total</b>	\$985,503.60		\$1,103,761.44		\$1,029,643.68	
<b>\$ Increase</b>			\$118,257.84		\$44,140.08	
<b>% Increase</b>			12.0%		4.5%	

\*This is not a contract and benefits subject to change. Rates may vary based on medical underwriting and final enrollment.

# Port of Palm Beach District

## Medical Insurance Analysis - Effective October 1, 2018

Schedule of Insurance	United Healthcare <i>Proposed</i>		United Healthcare <i>Proposed</i>		Florida Blue <i>Alternate Plan 2</i>	
Plan Name	AHJ3 w/ 120		AHJ3 w/ 120		Blue Options PPO 03768	
Network Participation	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$20 copay	50% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$45 copay	50% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$700 copay	50% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$300/ \$200 copay	50% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0 / \$50	50% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$200 copay	50% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	50% coinsurance
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$200 copay	\$200 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$50 copay	\$50 copay+PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$50 copay	50% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$50 copay	50% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$50 copay	50% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	50% coinsurance
Tier 2	\$35 copay		\$35 copay		\$50 copay	50% coinsurance
Tier 3	\$60 copay		\$60 copay		\$80 copay	50% coinsurance
Tier 4	\$100 copay		\$100 copay		Subject to cost share	Subject to cost share
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$250	\$1,000
Family	\$500	\$1,500	\$500	\$1,500	\$750	\$3,000
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$3,000	\$6,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$6,000	\$12,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$821.31	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$1,954.71	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$1,511.21	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$2,562.48	
<b>Monthly Total</b>	\$82,125.30		\$91,980.12		\$88,192.07	
<b>Annual Total</b>	\$985,503.60		\$1,103,761.44		\$1,058,304.84	
<b>\$ Increase</b>			\$118,257.84		\$72,801.24	
<b>% Increase</b>			12.0%		7.4%	

\*This is not a contract and benefits subject to change. Rates may vary based on medical underwriting and final enrollment.

# Port of Palm Beach District

## Medical Insurance Analysis - Effective October 1, 2018

Schedule of Insurance	United Healthcare <i>Proposed</i>		United Healthcare <i>Proposed</i>		Florida Blue <i>Alternate Plan 3</i>	
Plan Name	AHJ3 w/ 120		AHJ3 w/ 120		Blue Options PPO 03559	
Network Participation	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$20 copay	40% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$40 copay	40% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$600 copay	40% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$200/ \$100 copay	40% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0 / \$50	40% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$150 copay	40% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	40% coinsurance
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$100 copay	\$100 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$45 copay	\$45 copay+PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	40% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	40% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	40% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	50% coinsurance
Tier 2	\$35 copay		\$35 copay		\$50 copay	50% coinsurance
Tier 3	\$60 copay		\$60 copay		\$80 copay	50% coinsurance
Tier 4	\$100 copay		\$100 copay		Subject to cost share	Subject to cost share
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$500	\$750
Family	\$500	\$1,500	\$500	\$1,500	\$1,500	\$2,250
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$2,500	\$5,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$5,000	\$10,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$818.37	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$1,947.71	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$1,505.79	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$2,553.30	
<b>Monthly Total</b>	\$82,125.30		\$91,980.12		\$87,876.13	
<b>Annual Total</b>	\$985,503.60		\$1,103,761.44		\$1,054,513.56	
<b>\$ Increase</b>			\$118,257.84		\$69,009.96	
<b>% Increase</b>			12.0%		7.0%	

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# Port of Palm Beach District

## Medical Insurance Analysis - Effective October 1, 2018

Schedule of Insurance	United Healthcare <i>Proposed</i>		United Healthcare <i>Proposed</i>		Florida Blue <i>Alternate Plan 4</i>	
Plan Name	AHJ3 w/ 120		AHJ3 w/ 120		Blue Options PPO 03769	
Network Participation	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$25 copay	50% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$60 copay	50% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0 / \$50	50% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	50% coinsurance
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$300 copay	\$300 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$65 copay	\$65 copay+PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	50% coinsurance
Tier 2	\$35 copay		\$35 copay		\$50 copay	50% coinsurance
Tier 3	\$60 copay		\$60 copay		\$80 copay	50% coinsurance
Tier 4	\$100 copay		\$100 copay		Subject to cost share	Subject to cost share
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$500	\$1,500
Family	\$500	\$1,500	\$500	\$1,500	\$1,500	\$4,500
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$3,000	\$6,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$6,000	\$12,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$811.48	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$1,931.32	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$1,493.12	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$2,531.81	
<b>Monthly Total</b>	\$82,125.30		\$91,980.12		\$87,136.55	
<b>Annual Total</b>	\$985,503.60		\$1,103,761.44		\$1,045,638.60	
<b>\$ Increase</b>			\$118,257.84		\$60,135.00	
<b>% Increase</b>			12.0%		6.1%	

\*This is not a contract and benefits subject to change. Rates may vary based on medical underwriting and final enrollment.

# Port of Palm Beach District

## Medical Insurance Analysis - Effective October 1, 2018

Schedule of Insurance	United Healthcare <i>Proposed</i>		United Healthcare <i>Proposed</i>		Aetna <i>Alternate Plan 5</i>	
Plan Name	AHJ3 w/ 120		AHJ3 w/ 120		HMOption 500 80/50 Rx 11	
Network Participation	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<b>Physician Services</b>						
Primary Care Office Visit	\$25 copay	30% after PYD	\$25 copay	30% after PYD	\$20 copay	50% after PYD
Specialist Office Visit	\$50 copay	30% after PYD	\$50 copay	30% after PYD	\$40 copay	50% after PYD
<b>Inpatient Hospital Services</b>						
Inpatient Per Admission	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
<b>Outpatient Care</b>						
Outpatient Surgery (hos/ASC)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$150/ \$100 copay	50% after PYD
Diagnostic (Lab / Xrays)	\$0	30% after PYD	\$0	30% after PYD	\$0/\$40 copay	50% after PYD
Dia Svcs: (MRI,CAT, etc.)	10% after PYD	30% after PYD	10% after PYD	30% after PYD	\$300 copay	50% after PYD
Mammograms	\$0	30% after PYD	\$0	30% after PYD	\$0	50% coinsurance
<b>Emergency Room Visit</b>	\$350 copay	\$350 copay	\$350 copay	\$350 copay	\$300 copay	\$300 copay
<b>Urgent Care Facility</b>	\$75 copay	30% after PYD	\$75 copay	30% after PYD	\$75 copay	50% after PYD
<b>Physician Services- Hospital &amp; ER</b>	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
<b>Physician Services Not In Office/Hosp/ER</b>						
Primary Care Physician	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
Specialists	10% after PYD	30% after PYD	10% after PYD	30% after PYD	20% after PYD	50% after PYD
<b>Prescription Drug Benefits</b>						
Tier 1	\$10 copay		\$10 copay		\$10 copay	50% coinsurance
Tier 2	\$35 copay		\$35 copay		\$30 copay	50% coinsurance
Tier 3	\$60 copay		\$60 copay		\$60 copay	50% coinsurance
Tier 4	\$100 copay		\$100 copay		Subject to cost share	Not covered
<b>Plan Year Deductible</b>						
Individual	\$250	\$750	\$250	\$750	\$500	\$3,000
Family	\$500	\$1,500	\$500	\$1,500	\$1,000	\$6,000
<b>Maximum Out-of-Pocket</b>						
Individual	\$1,000	\$3,000	\$1,000	\$3,000	\$3,500	\$6,000
Family	\$2,000	\$6,000	\$2,000	\$6,000	\$7,000	\$12,000
<b>Included in Out-of-Pocket Max.:</b>	Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays		Ded., coinsurance, med. & Rx copays	
<b>Lifetime Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Rates</b>	Preventive Services Covered at 100%		Preventive Services Covered at 100%		Preventive Services Covered at 100%	
Single (16)	\$775.94		\$869.05		\$984.02	
EE and Spouse (11)	\$1,660.51		\$1,859.77		\$2,105.80	
EE and Child(ren) (10)	\$1,582.91		\$1,772.85		\$2,007.39	
Employee and Family (15)	\$2,374.37		\$2,659.29		\$3,011.09	
<b>Monthly Total</b>	\$82,125.30		\$91,980.12		\$104,148.37	
<b>Annual Total</b>	\$985,503.60		\$1,103,761.44		\$1,249,780.44	
<b>\$ Increase</b>			\$118,257.84		\$264,276.84	
<b>% Increase</b>			12.0%		26.8%	

\*This is not a contract and benefits subject to change. Rates may vary based on medical underwriting and final enrollment.



## **Ancillary Coverage**

**(Dental, Life, Voluntary Supplemental Life, Short-Term Disability, Voluntary Long-Term Disability & Vision Insurance)**

**Port of Palm Beach District**  
**Dental Insurance Analysis - Effective October 1, 2018**

Dental PPO Insurance Benefits	MetLife		MetLife	
Plans	<i>Current</i>		<i>Negotiated Renewal</i>	
	<i>Implants Covered</i>		<i>Implants Covered</i>	
<u>Deductible</u>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>
Individual	\$50	\$75	\$50	\$75
Family	\$150	\$225	\$150	\$225
<b>Annual Maximum Per Person</b>	\$3,000	\$3,000	\$3,000	\$3,000
<b>Preventative Services</b>	100%	100%	100%	100%
<b>Basic Services</b>	90%	80%	90%	80%
<b>Major Services</b>	60%	50%	60%	50%
<i>Deductible waived for preventive?</i>	Yes		Yes	
<i>Waiting period for major services?</i>	Late entrants		Late entrants	
<b>ORTHODONTIA</b>	Yes (to age 26)		Yes (to age 26)	
<b>Ortho. Lifetime Maximum Per Person</b>	50% up to \$1,500		50% up to \$1,500	
<i>Rate Guarantee</i>	1 Year		1 Year	
<b>* Out of Network Reimbursement</b>	90th percentile		90th percentile	
<b><u>Rates</u></b>				
Single (17)	\$31.48		\$33.37	
EE + Spouse (16)	\$65.49		\$69.42	
EE + Children (11)	\$75.37		\$79.89	
Family (12)	\$117.50		\$124.55	
<b>Total Monthly Premium</b>	<b>\$3,822.07</b>		<b>\$4,051.40</b>	
<b>Total Annual Premium</b>	<b>\$45,864.84</b>		<b>\$48,616.80</b>	
<b>\$ Increase</b>			<b>\$2,751.96</b>	
<b>% Increase</b>			<b>6.0%</b>	

Coverage for white fillings & crowns

Coverage for white fillings & crowns

**Port of Palm Beach District**  
**Dental Insurance Analysis - Effective October 1, 2018**

Dental PPO Insurance Benefits	MetLife		MetLife		Cigna	
Plans	<i>Current</i>		<i>Renewal</i>		<i>Alternate Plan 1</i>	
	<i>Implants Covered</i>		<i>Implants Covered</i>		<i>Implants Covered</i>	
<u>Deductible</u>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>
Individual	\$50	\$75	\$50	\$75	\$50	\$75
Family	\$150	\$225	\$150	\$225	\$150	\$225
<b>Annual Maximum Per Person</b>	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
<b>Preventative Services</b>	100%	100%	100%	100%	100%	100%
<b>Basic Services</b>	90%	80%	90%	80%	90%	80%
<b>Major Services</b>	60%	50%	60%	50%	60%	50%
<i>Deductible waived for preventive?</i>	Yes		Yes		Yes	
<i>Waiting period for major services?</i>	Late entrants		Late entrants		Late entrants	
<b>ORTHODONTIA</b>	Yes (to age 26)		Yes (to age 26)		Yes (to age 26)	
<b>Ortho. Lifetime Maximum Per Person</b>	50% up to \$1,500		50% up to \$1,500		50% up to \$1,500	
<i>Rate Guarantee</i>	1 Year		1 Year		1 Year	
<b>* Out of Network Reimbursement</b>	90th percentile		90th percentile		90th percentile	
<b><u>Rates</u></b>						
Single (17)	\$31.48		\$33.37		\$34.05	
EE + Spouse (16)	\$65.49		\$69.42		\$70.84	
EE + Children (11)	\$75.37		\$79.89		\$81.52	
Family (12)	\$117.50		\$124.55		\$127.10	
<b>Total Monthly Premium</b>	<b>\$3,822.07</b>		<b>\$4,051.40</b>		<b>\$4,134.21</b>	
<b>Total Annual Premium</b>	<b>\$45,864.84</b>		<b>\$48,616.80</b>		<b>\$49,610.52</b>	
<b>\$ Increase</b>			<b>\$2,751.96</b>		<b>\$3,745.68</b>	
<b>% Increase</b>			<b>6.0%</b>		<b>8.2%</b>	

Coverage for white fillings & crowns

Coverage for white fillings & crowns

Coverage for white fillings & crowns

**Port of Palm Beach District**  
**Dental Insurance Analysis - Effective October 1, 2018**

Dental PPO Insurance Benefits	MetLife		MetLife		Unum	
Plans	<i>Current</i>		<i>Renewal</i>		<i>Alternate Plan 2</i>	
<u>Deductible</u>	<i>Implants Covered</i>		<i>Implants Covered</i>		<i>Implants Covered</i>	
	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>
Individual	\$50	\$75	\$50	\$75	\$50	\$75
Family	\$150	\$225	\$150	\$225	\$150	\$225
<b>Annual Maximum Per Person</b>	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
<b>Preventative Services</b>	100%	100%	100%	100%	100%	100%
<b>Basic Services</b>	90%	80%	90%	80%	90%	80%
<b>Major Services</b>	60%	50%	60%	50%	60%	50%
<i>Deductible waived for preventive?</i>	Yes		Yes		Yes	
<i>Waiting period for major services?</i>	Late entrants		Late entrants		Late entrants	
<b>ORTHODONTIA</b>	Yes (to age 26)		Yes (to age 26)		<b>Yes (to age 19)</b>	
<b>Ortho. Lifetime Maximum Per Person</b>	50% up to \$1,500		50% up to \$1,500		50% up to \$1,500	
<i>Rate Guarantee</i>	1 Year		1 Year		2 Year	
<b>* Out of Network Reimbursement</b>	90th percentile		90th percentile		90th percentile	
<b><u>Rates</u></b>						
Single (17)	\$31.48		\$33.37		\$28.33	
EE + Spouse (16)	\$65.49		\$69.42		\$58.94	
EE + Children (11)	\$75.37		\$79.89		\$67.83	
Family (12)	\$117.50		\$124.55		\$105.75	
<b>Total Monthly Premium</b>	<b>\$3,822.07</b>		<b>\$4,051.40</b>		<b>\$3,439.78</b>	
<b>Total Annual Premium</b>	<b>\$45,864.84</b>		<b>\$48,616.80</b>		<b>\$41,277.36</b>	
<b>\$ Increase</b>			<b>\$2,751.96</b>		<b>-\$4,587.48</b>	
<b>% Increase</b>			<b>6.0%</b>		<b>-10.0%</b>	

Coverage for white fillings & crowns

Coverage for white fillings & crowns

Coverage for white fillings & crowns

**Port of Palm Beach District**  
**Dental Insurance Analysis - Effective October 1, 2018**

Dental PPO Insurance Benefits	MetLife		MetLife		Standard	
Plans	<i>Current</i>		<i>Renewal</i>		<i>Alternate Plan 3</i>	
<u>Deductible</u>	<b>Implants Covered</b>		<b>Implants Covered</b>		<b>Implants Covered</b>	
	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>
Individual	\$50	\$75	\$50	\$75	\$50	\$75
Family	\$150	\$225	\$150	\$225	\$150	\$225
<b>Annual Maximum Per Person</b>	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
<b>Preventative Services</b>	100%	100%	100%	100%	100%	100%
<b>Basic Services</b>	90%	80%	90%	80%	90%	80%
<b>Major Services</b>	60%	50%	60%	50%	60%	50%
<i>Deductible waived for preventive?</i>	Yes		Yes		Yes	
<i>Waiting period for major services?</i>	Late entrants		Late entrants		Late entrants	
<b>ORTHODONTIA</b>	Yes (to age 26)		Yes (to age 26)		<b>Yes (to age 19)</b>	
<b>Ortho. Lifetime Maximum Per Person</b>	50% up to \$1,500		50% up to \$1,500		50% up to \$1,500	
<i>Rate Guarantee</i>	1 Year		1 Year		1 Year	
<b>* Out of Network Reimbursement</b>	90th percentile		90th percentile		90th percentile	
<b><u>Rates</u></b>						
Single (17)	\$31.48		\$33.37		\$33.21	
EE + Spouse (16)	\$65.49		\$69.42		\$64.20	
EE + Children (11)	\$75.37		\$79.89		\$76.32	
Family (12)	\$117.50		\$124.55		\$107.31	
<b>Total Monthly Premium</b>	<b>\$3,822.07</b>		<b>\$4,051.40</b>		<b>\$3,719.01</b>	
<b>Total Annual Premium</b>	<b>\$45,864.84</b>		<b>\$48,616.80</b>		<b>\$44,628.12</b>	
<b>\$ Increase</b>			<b>\$2,751.96</b>		<b>-\$1,236.72</b>	
<b>% Increase</b>			<b>6.0%</b>		<b>-2.7%</b>	

Coverage for white fillings & crowns

Coverage for white fillings & crowns

Coverage for white fillings & crowns

**Port of Palm Beach District**  
**Dental Insurance Analysis - Effective October 1, 2018**

Dental PPO Insurance Benefits	MetLife		MetLife		Lincoln Financial	
Plans	<i>Current</i>		<i>Renewal</i>		<i>Alternate Plan 4</i>	
	<i>Implants Covered</i>		<i>Implants Covered</i>		<i>Implants Covered</i>	
<u>Deductible</u>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>	<i>In</i>	<i>Out</i>
Individual	\$50	\$75	\$50	\$75	\$50	\$75
Family	\$150	\$225	\$150	\$225	\$150	\$225
<b>Annual Maximum Per Person</b>	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
<b>Preventative Services</b>	100%	100%	100%	100%	100%	100%
<b>Basic Services</b>	90%	80%	90%	80%	90%	80%
<b>Major Services</b>	60%	50%	60%	50%	60%	50%
<i>Deductible waived for preventive?</i>	Yes		Yes		Yes	
<i>Waiting period for major services?</i>	Late entrants		Late entrants		Late entrants	
<b>ORTHODONTIA</b>	Yes (to age 26)		Yes (to age 26)		Yes (to age 26)	
<b>Ortho. Lifetime Maximum Per Person</b>	50% up to \$1,500		50% up to \$1,500		50% up to \$1,500	
<i>Rate Guarantee</i>	1 Year		1 Year		1 Year	
<b>* Out of Network Reimbursement</b>	90th percentile		90th percentile		90th percentile	
<b><u>Rates</u></b>						
Single (17)	\$31.48		\$33.37		\$29.91	
EE + Spouse (16)	\$65.49		\$69.42		\$62.22	
EE + Children (11)	\$75.37		\$79.89		\$71.60	
Family (12)	\$117.50		\$124.55		\$111.63	
<b>Total Monthly Premium</b>	<b>\$3,822.07</b>		<b>\$4,051.40</b>		<b>\$3,631.15</b>	
<b>Total Annual Premium</b>	<b>\$45,864.84</b>		<b>\$48,616.80</b>		<b>\$43,573.80</b>	
<b>\$ Increase</b>			<b>\$2,751.96</b>		<b>-\$2,291.04</b>	
<b>% Increase</b>			<b>6.0%</b>		<b>-5.0%</b>	

Coverage for white fillings & crowns

Coverage for white fillings & crowns

Coverage for white fillings & crowns

***Port of Palm Beach District***  
**Life Insurance Analysis - Effective October 1, 2018**

<b>Life and AD&amp;D Insurance Benefits</b>	<b>Guardian Current</b>	<b>Guardian <i>Negotiated Renewal</i></b>
<b>Employee Benefit Amount</b>	2xAnnual (\$100,000 max)	2xAnnual (\$100,000 max)
<b>Age Reduction</b>	35% @ age 65; 50% @ age 70	35% @ age 65; 50% @ age 70
<b>Rate Guarantee</b>	1 Year	1 Year
<b>LIFE Rate per \$1,000</b>	\$0.310	\$0.310
<b>AD&amp;D Rate per \$1,000</b>	\$0.020	\$0.020
<b>Total Life and AD&amp;D Rate</b>	\$0.330	\$0.330
<b>Based on volume of</b>	\$3,982,550	\$3,982,550
<b>Total monthly premium</b>	\$1,314.24	\$1,314.24
<b>Total annual premium</b>	\$15,770.90	\$15,770.90
<b>\$ Increase</b>		<b>\$0.00</b>
<b>% Increase</b>		<b>0%</b>

**No Increase**

***Port of Palm Beach District***  
**Life Insurance Analysis - Effective October 1, 2018**

<b>Life and AD&amp;D Insurance Benefits</b>	<b>Guardian Current</b>	<b>Cigna Alternate Plan 1</b>
<b>Employee Benefit Amount</b>	2xAnnual (\$100,000 max)	2xAnnual (\$100,000 max)
<b>Age Reduction</b>	35% @ age 65; 50% @ age 70	35% @ age 65; 50% @ age 70
<b>Rate Guarantee</b>	1 Year	<b>2 Year</b>
<b>LIFE Rate per \$1,000</b>	\$0.310	\$0.210
<b>AD&amp;D Rate per \$1,000</b>	\$0.020	\$0.020
<b>Total Life and AD&amp;D Rate</b>	\$0.330	<b>\$0.230</b>
<b>Based on volume of</b>	\$3,982,550	\$3,982,550
<b>Total monthly premium</b>	\$1,314.24	\$915.99
<b>Total annual premium</b>	\$15,770.90	\$10,991.84
<b>\$ Increase</b>		<b>-\$4,779.06</b>
<b>% Increase</b>		<b>-30%</b>

***Port of Palm Beach District***  
**Life Insurance Analysis - Effective October 1, 2018**

<b>Life and AD&amp;D Insurance Benefits</b>	<b>Guardian Current</b>	<b>Unum Alternate Plan 2</b>
<b>Employee Benefit Amount</b>	2xAnnual (\$100,000 max)	2xAnnual (\$100,000 max)
<b>Age Reduction</b>	35% @ age 65; 50% @ age 70	35% @ age 65; 50% @ age 70
<b>Rate Guarantee</b>	1 Year	<b>2 Year</b>
<b>LIFE Rate per \$1,000</b>	\$0.310	\$0.320
<b>AD&amp;D Rate per \$1,000</b>	\$0.020	\$0.020
<b>Total Life and AD&amp;D Rate</b>	\$0.330	<b>\$0.340</b>
<b>Based on volume of</b>	\$3,982,550	\$3,982,550
<b>Total monthly premium</b>	\$1,314.24	\$1,354.07
<b>Total annual premium</b>	\$15,770.90	\$16,248.80
<b>\$ Increase</b>		<b>\$477.91</b>
<b>% Increase</b>		<b>3%</b>

***Port of Palm Beach District***  
**Life Insurance Analysis - Effective October 1, 2018**

<b>Life and AD&amp;D Insurance Benefits</b>	<b>Guardian Current</b>	<b>Standard Alternate Plan 3</b>
<b>Employee Benefit Amount</b>	2xAnnual (\$100,000 max)	2xAnnual (\$100,000 max)
<b>Age Reduction</b>	35% @ age 65; 50% @ age 70	35% @ age 65; 50% @ age 70
<b>Rate Guarantee</b>	1 Year	<b>3 Years</b>
<b>LIFE Rate per \$1,000</b>	\$0.310	\$0.280
<b>AD&amp;D Rate per \$1,000</b>	\$0.020	\$0.030
<b>Total Life and AD&amp;D Rate</b>	\$0.330	<b>\$0.310</b>
<b>Based on volume of</b>	\$3,982,550	\$3,982,550
<b>Total monthly premium</b>	\$1,314.24	\$1,234.59
<b>Total annual premium</b>	\$15,770.90	\$14,815.09
<b>\$ Increase</b>		<b>-\$955.81</b>
<b>% Increase</b>		<b>-6%</b>

***Port of Palm Beach District***  
**Life Insurance Analysis - Effective October 1, 2018**

<b>Life and AD&amp;D Insurance Benefits</b>	<b>Guardian Current</b>	<b>Lincoln Financial Alternate Plan 4</b>
<b>Employee Benefit Amount</b>	2xAnnual (\$100,000 max)	2xAnnual (\$100,000 max)
<b>Age Reduction</b>	35% @ age 65; 50% @ age 70	35% @ age 65; 50% @ age 70
<b>Rate Guarantee</b>	1 Year	<b>2 Year</b>
<b>LIFE Rate per \$1,000</b>	\$0.310	\$0.300
<b>AD&amp;D Rate per \$1,000</b>	\$0.020	\$0.020
<b>Total Life and AD&amp;D Rate</b>	\$0.330	<b>\$0.320</b>
<b>Based on volume of</b>	\$3,982,550	\$3,982,550
<b>Total monthly premium</b>	\$1,314.24	\$1,274.42
<b>Total annual premium</b>	\$15,770.90	\$15,292.99
<b>\$ Increase</b>		<b>-\$477.91</b>
<b>% Increase</b>		<b>-3%</b>

# Port of Palm Beach District

## Voluntary Life Insurance Analysis - Effective October 1, 2018

Employee paid voluntary life

Guardian - Current	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

Guardian - Negotiated Renewal	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

**0% - No Increase**

Guardian - Current	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

Cigna - Alternate Plan 1	
Age Brackett	Per \$1,000
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

*Port of Palm Beach District*

**Voluntary Life Insurance Analysis - Effective October 1, 2018**

<b>Guardian - Current</b>	
<b>Age Brackett</b>	<b>Per \$1,000</b>
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

<b>Standard - Alternate Plan 2</b>	
<b>Age Brackett</b>	<b>Per \$1,000</b>
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

<b>Guardian - Current</b>	
<b>Age Brackett</b>	<b>Per \$1,000</b>
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

<b>Lincoln Financial - Alternate Plan 3</b>	
<b>Age Brackett</b>	<b>Per \$1,000</b>
0-19	\$0.084
20-24	\$0.084
25-29	\$0.084
30-34	\$0.091
35-39	\$0.120
40-44	\$0.193
45-49	\$0.304
50-54	\$0.471
55-59	\$0.804
60-64	\$1.311
65-69	\$2.115
70-74	\$2.115
75-79	\$2.115
80-84	\$2.115
85+	\$2.115
Child	\$2.000

**Port of Palm Beach District**  
**Voluntary Life Insurance Analysis - Effective October 1, 2018**

<b>Guardian - Current</b>	
<b>Age Brackett</b>	<b>Per \$1,000</b>
0-19	\$0.038
20-24	\$0.038
25-29	\$0.038
30-34	\$0.041
35-39	\$0.054
40-44	\$0.087
45-49	\$0.137
50-54	\$0.212
55-59	\$0.362
60-64	\$0.590
65-69	\$0.952
70-74	\$0.952
75-79	\$0.952
80-84	\$0.952
85+	\$0.952
Child	\$0.161

<b>- Alternate Plan 4</b>	
<b>Age Brackett</b>	<b>Per \$1,000</b>
0-19	
20-24	
25-29	
30-34	
35-39	
40-44	
45-49	
50-54	
55-59	
60-64	
65-69	
70-74	
75-79	
80-84	
85+	
Child	\$0.161

**Port of Palm Beach District**  
**Short-Term Disability Insurance Analysis - Effective**  
**October 1, 2018**

Benefit Schedule	Guardian - Current	Guardian - Renewal
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	\$1,200*
Minimum Weekly Benefit	\$25	\$25
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	26 weeks
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$30,076.00
Rate per \$10 of Benefit	\$0.47	\$0.42
Monthly premium	\$1,413.57	\$1,263.19
Annual premium	\$16,962.86	\$15,158.30
\$ Increase		-\$1,804.56
Percentage Increase %		-11%

\*Will enhance benefit up to \$2,300 staying at current \$.42/\$10 of benefit

Decrease in rate

Benefit Schedule	Guardian - Current	Cigna - Alternate Plan 1
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	\$2,300
Minimum Weekly Benefit	\$25	\$25
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	26 weeks
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$33,481.00
Rate per \$10 of Benefit	\$0.47	\$0.19
Monthly premium	\$1,413.57	\$636.14
Annual premium	\$16,962.86	\$7,633.67
\$ Increase		-\$9,329.20
Percentage Increase %		-55%

***Port of Palm Beach District***  
**Short-Term Disability Insurance Analysis - Effective**  
**October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian - Current</b>	<b>Unum - Alternate Plan 2</b>
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	\$1,200
Minimum Weekly Benefit	\$25	\$25
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	<b>25 weeks</b>
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$30,076.00
<b>Rate per \$10 of Benefit</b>	<b>\$0.47</b>	<b>\$0.43</b>
<b>Monthly premium</b>	<b>\$1,413.57</b>	<b>\$1,293.27</b>
<b>Annual premium</b>	<b>\$16,962.86</b>	<b>\$15,519.22</b>
<b>\$ Increase</b>		<b>-\$1,443.65</b>
<b>Percentage Increase %</b>		<b>-9%</b>

<b>Benefit Schedule</b>	<b>Guardian - Current</b>	<b>Standard - Alternate Plan 3</b>
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	\$1,200
Minimum Weekly Benefit	\$25	\$25
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	<b>180 days</b>
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$30,076.00
<b>Rate per \$10 of Benefit</b>	<b>\$0.47</b>	<b>\$0.37</b>
<b>Monthly premium</b>	<b>\$1,413.57</b>	<b>\$1,112.81</b>
<b>Annual premium</b>	<b>\$16,962.86</b>	<b>\$13,353.74</b>
<b>\$ Increase</b>		<b>-\$3,609.12</b>
<b>Percentage Increase %</b>		<b>-21%</b>

***Port of Palm Beach District***  
**Short-Term Disability Insurance Analysis - Effective**  
**October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian - Current</b>	<b>Lincoln Financial-Alternate Plan 4</b>
STD Weekly Benefit	60%	60%
Maximum Weekly Benefit	\$1,200	\$1,200
Minimum Weekly Benefit	\$25	20??
Accident Benefits Begin on day	8	8
Sickness Benefits Begin on day	8	8
Maximum Benefit Period	26 weeks	26 weeks
Employer Contribution	100%	100%
Weekly volume	\$30,076.00	\$30,076.00
<b>Rate per \$10 of Benefit</b>	<b>\$0.47</b>	<b>\$0.42</b>
<b>Monthly premium</b>	<b>\$1,413.57</b>	<b>\$1,263.19</b>
<b>Annual premium</b>	<b>\$16,962.86</b>	<b>\$15,158.30</b>
<b>\$ Increase</b>		<b>-\$1,804.56</b>
<b>Percentage Increase %</b>		<b>-11%</b>

***Port of Palm Beach District***  
**Voluntary Long-Term Disability Insurance Analysis -**  
**Effective October 1, 2018**

**Employee Paid Benefit**

<b>Benefit Schedule</b>	<b>Guardian Current</b>	<b>Guardian <i>Negotiated Renewal</i></b>
LTD Monthly Benefit	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000*
Elimination Period	180 days	180 days
Benefit Duration	To age 65 adea	To age 65 adea
Employer Contribution	0%	0%
Rate guarantee	1 year	1 year
Participation minimum	Greater of 40% or 10 enrolled	Greater of 40% or 10 enrolled
<b>Age</b>	<b>Rate per \$100 of payroll</b>	<b>Rate per \$100 of payroll</b>
0-24	<b>\$0.170</b>	<b>\$0.170</b>
25-29	<b>\$0.240</b>	<b>\$0.240</b>
30-34	<b>\$0.280</b>	<b>\$0.280</b>
35-39	<b>\$0.360</b>	<b>\$0.360</b>
40-44	<b>\$0.620</b>	<b>\$0.620</b>
45-49	<b>\$1.150</b>	<b>\$1.150</b>
50-54	<b>\$1.650</b>	<b>\$1.650</b>
55-59	<b>\$1.860</b>	<b>\$1.860</b>
60-64	<b>\$1.230</b>	<b>\$1.230</b>
65-69	<b>\$1.230</b>	<b>\$1.230</b>
70-99	<b>\$1.230</b>	<b>\$1.230</b>

**\*Will enhance benefit to \$10,000 at current rates per \$100 of payroll**

**0% - No Increase**

***Port of Palm Beach District***  
**Voluntary Long-Term Disability Insurance Analysis -**  
**Effective October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian Current</b>	<b>Cigna Alternate Plan 1</b>
LTD Monthly Benefit	60%	60%
Maximum Monthly Benefit	\$5,000	<b>\$10,000</b>
Elimination Period	180 days	180 days
Benefit Duration	To age 65 adea	SSNRA
Employer Contribution	0%	0%
Rate guarantee	1 year	<b>2 years</b>
Participation minimum	Greater of 40% or 10 enrolled	25% of eligible employees
<b>Age</b>	<b>Rate per \$100 of payroll</b>	<b>Rate per \$100 of payroll</b>
0-24	<b>\$0.170</b>	<b>\$0.170</b>
25-29	<b>\$0.240</b>	<b>\$0.240</b>
30-34	<b>\$0.280</b>	<b>\$0.280</b>
35-39	<b>\$0.360</b>	<b>\$0.360</b>
40-44	<b>\$0.620</b>	<b>\$0.620</b>
45-49	<b>\$1.150</b>	<b>\$1.150</b>
50-54	<b>\$1.650</b>	<b>\$1.650</b>
55-59	<b>\$1.860</b>	<b>\$1.860</b>
60-64	<b>\$1.230</b>	<b>\$1.230</b>
65-69	<b>\$1.230</b>	<b>\$1.230</b>
70-99	<b>\$1.230</b>	<b>\$1.230</b>

***Port of Palm Beach District***  
**Voluntary Long-Term Disability Insurance Analysis -**  
**Effective October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian Current</b>	<b>Unum Alternate Plan 2</b>
LTD Monthly Benefit	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Elimination Period	180 days	<b>90 days</b>
Benefit Duration	To age 65 adea	To age 65 RDB adea
Employer Contribution	0%	0%
Rate guarantee	1 year	<b>2 years</b>
Participation minimum	Greater of 40% or 10 enrolled	Greater of 20% or 10 enrolled
<b>Age</b>	<b>Rate per \$100 of payroll</b>	<b>Rate per \$100 of payroll</b>
0-24	<b>\$0.170</b>	<b>\$0.150</b>
25-29	<b>\$0.240</b>	<b>\$0.230</b>
30-34	<b>\$0.280</b>	<b>\$0.280</b>
35-39	<b>\$0.360</b>	<b>\$0.360</b>
40-44	<b>\$0.620</b>	<b>\$0.850</b>
45-49	<b>\$1.150</b>	<b>\$1.250</b>
50-54	<b>\$1.650</b>	<b>\$1.720</b>
55-59	<b>\$1.860</b>	<b>\$2.000</b>
60-64	<b>\$1.230</b>	<b>\$1.230</b>
65-69	<b>\$1.230</b>	<b>\$1.230</b>
70-99	<b>\$1.230</b>	<b>\$1.230</b>

***Port of Palm Beach District***  
**Voluntary Long-Term Disability Insurance Analysis -**  
**Effective October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian Current</b>	<b>Standard Alternate Plan 3</b>
LTD Monthly Benefit	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Elimination Period	180 days	180 days
Benefit Duration	To age 65 adea	To age 65
Employer Contribution	0%	0%
Rate guarantee	1 year	<b>2 years</b>
Participation minimum	Greater of 40% or 10 enrolled	Greater of 25% or 10 enrolled
<b>Age</b>	<b>Rate per \$100 of payroll</b>	<b>Rate per \$100 of payroll</b>
0-24	<b>\$0.170</b>	<b>\$0.170</b>
25-29	<b>\$0.240</b>	<b>\$0.240</b>
30-34	<b>\$0.280</b>	<b>\$0.280</b>
35-39	<b>\$0.360</b>	<b>\$0.360</b>
40-44	<b>\$0.620</b>	<b>\$0.620</b>
45-49	<b>\$1.150</b>	<b>\$1.150</b>
50-54	<b>\$1.650</b>	<b>\$1.650</b>
55-59	<b>\$1.860</b>	<b>\$1.860</b>
60-64	<b>\$1.230</b>	<b>\$1.230</b>
65-69	<b>\$1.230</b>	<b>\$1.230</b>
70-99	<b>\$1.230</b>	<b>\$1.230</b>

***Port of Palm Beach District***  
**Voluntary Long-Term Disability Insurance Analysis -**  
**Effective October 1, 2018**

<b>Benefit Schedule</b>	<b>Guardian Current</b>	<b>Lincoln Financial Alternate Plan 4</b>
LTD Monthly Benefit	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Elimination Period	180 days	180 days
Benefit Duration	To age 65 adea	To age 65 or SSNRA
Employer Contribution	0%	0%
Rate guarantee	1 year	<b>2 years</b>
Participation minimum	Greater of 40% or 10 enrolled	<b>Greater of 46% or 10 enrolled</b>
<b>Age</b>	<b>Rate per \$100 of payroll</b>	<b>Rate per \$100 of payroll</b>
0-24	<b>\$0.170</b>	<b>\$0.289</b>
25-29	<b>\$0.240</b>	<b>\$0.289</b>
30-34	<b>\$0.280</b>	<b>\$0.337</b>
35-39	<b>\$0.360</b>	<b>\$0.433</b>
40-44	<b>\$0.620</b>	<b>\$0.746</b>
45-49	<b>\$1.150</b>	<b>\$1.384</b>
50-54	<b>\$1.650</b>	<b>\$1.985</b>
55-59	<b>\$1.860</b>	<b>\$2.238</b>
60-64	<b>\$1.230</b>	<b>\$1.480</b>
65-69	<b>\$1.230</b>	<b>\$1.480</b>
70-99	<b>\$1.230</b>	<b>\$1.480</b>

**Port of Palm Beach District**  
**Vision Insurance Analysis - Effective October 1, 2018**

Humana Specialty Benefits - <i>Current Plan</i>			
Service Frequency			
Vision Exams		Once every 12 months	
Lenses		Once every 12 months	
Frames		Once every 24 months	
Copayments			
Exam		\$10	
Materials		\$15	
<b>Current Monthly Rates:</b>	<b>Employee</b>	<b>17</b>	<b>\$3.89</b>
	<b>Emp./Spouse</b>	<b>11</b>	<b>\$7.79</b>
	<b>Emp./Child(ren)</b>	<b>11</b>	<b>\$7.40</b>
	<b>Emp./Family</b>	<b>15</b>	<b>\$11.63</b>

\*\$130 allowance for elective contact lenses

**Monthly Total:** \$407.67  
**Annual Total:** \$4,892.04

Humana Specialty Benefits - <i>Renewal</i>			
Service Frequency			
Vision Exams		Once every 12 months	
Lenses		Once every 12 months	
Frames		Once every 24 months	
Copayments			
Exam		\$10	
Materials		\$15	
<b>Renewal Monthly Rates:</b>	<b>Employee</b>	<b>17</b>	<b>\$3.89</b>
	<b>Emp./Spouse</b>	<b>11</b>	<b>\$7.79</b>
	<b>Emp./Child(ren)</b>	<b>11</b>	<b>\$7.40</b>
	<b>Emp./Family</b>	<b>15</b>	<b>\$11.63</b>

\*\$130 allowance for elective contact lenses

**Monthly Total:** \$407.67  
**Annual Total:** \$4,892.04

**0% No Increase**

**Port of Palm Beach District**  
**Vision Insurance Analysis - Effective October 1, 2018**

Cigna - Alternate Plan 1			
Service Frequency			
Vision Exams			Once every 12 months
Lenses			Once every 12 months
Frames			Once every 24 months
Copayments			
Exam			\$10
Materials			\$15
<b>Proposed Monthly Rates:</b>			
Employee	17		\$5.61
Emp./Spouse	11		\$11.24
Emp./Child(ren)	11		\$10.67
Emp./Family	15		\$16.78

\*\$130 allowance for elective contact lenses

**Monthly Total:** \$588.08  
**Annual Total:** \$7,056.96

Unum - Alternate Plan 2			
Service Frequency			
Vision Exams			Once every 12 months
Lenses			Once every 12 months
Frames			Once every 24 months
Copayments			
Exam			\$10
Materials			\$25
<b>Proposed Monthly Rates:</b>			
Employee	17		\$4.50
Emp./Spouse	11		\$9.00
Emp./Child(ren)	11		\$9.65
Emp./Family	15		\$15.23

\*\$130 allowance for contact lenses

**Monthly Total:** \$510.10  
**Annual Total:** \$6,121.20

**Port of Palm Beach District**  
**Vision Insurance Analysis - Effective October 1, 2018**

Standard - Alternate Plan 3			
Service Frequency			
Vision Exams			Once every 12 months
Lenses			Once every 12 months
Frames			Once every 24 months
Copayments			
Exam			\$10
Materials			\$10
<b>Current Monthly Rates:</b>	<b>Employee</b>	<b>17</b>	<b>\$5.50</b>
	Emp./Spouse	11	\$10.97
	Emp./Child(ren)	11	\$10.11
	Emp./Family	15	\$15.58

\*\$130 allowance for elective contact lenses

**Monthly Total:** \$559.08  
**Annual Total:** \$6,708.96

Lincoln Financial - Alternate Plan 4			
Service Frequency			
Vision Exams			Once every 12 months
Lenses			Once every 12 months
Frames			Once every 24 months
Copayments			
Exam			\$10
Materials			\$25
<b>Proposed Monthly Rates:</b>	<b>Employee</b>	<b>17</b>	<b>\$5.62</b>
	Emp./Spouse	11	\$10.69
	Emp./Child(ren)	11	\$12.52
	Emp./Family	15	\$17.62

\*\$125 allowance for elective contact lenses

**Monthly Total:** \$615.15  
**Annual Total:** \$7,381.80

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*All benefit programs presented within this booklet are subject to change without notice. This is only a benefits highlight and not a contract. All benefits are subject to the provisions, limitations, and exclusions detailed within the Certificates of Coverage. If any part of this booklet disagrees with the Certificate, the Certificate document will govern.*

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**PORT OF PAM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**NEW BUSINESS  
ITEM H-5**

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**PREPARED BY:** Paul J. Zielinski      Deputy Director-CFO      August 16, 2018

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**SUBJECT:    PORT OF PALM BEACH GENERAL INSURANCE RENEWALS/PURCHASES**

**Consideration and approval of the following:**

- A) All General Insurance needs, which include Property, Boiler & Machinery, Excess Flood, Inland Marine, Crime, Auto Liability, Auto Phys Damage, Public Officials Liability/EPLI, Workers Compensation, Marine Liability, P&I Hull Marine and Umbrella coverage.**
  
- B) Authorization for USI Insurance Services, LLC, as the Port's appointed Broker of Record, to purchase these policies.**

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**BACKGROUND:** The Port of Palm Beach District secures all of its annual General Insurance policies through its Broker of Record. USI Insurance Services, LLC was appointed our Broker of Record for FY 2018 and FY 2019 by the Board in August 2017. Ms. Sharleen O'Toole, of USI Insurance Services, LLC, recommended that the Port of Palm Beach District purchase the necessary General Insurance coverage for FY 2018 and 2019 through the Preferred Government Insurance Trust (PGIT) for all policies excluding Marine Liability, P & I/Hull Marine and Umbrella Coverage, which are provided through other carriers'. Both PGIT and the other carriers 'agreed to a two-year rate guarantee. USI has also agreed to hold their Broker Fee consistent with the prior year.

The Gross Cost of acquiring the Port's General Insurance requirements under these recommendations will be \$507,096 including the USI Insurance Services, LLC service fee. This compares to \$488,642 for our FY 2018 premium, for a cost increase of \$18,454 or 3.8%. The increases are a result of property extensions, higher exposures, additional vehicles, and higher Port revenue receipts which offset the decrease in workers' compensation as a result of rate and modification reductions.

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**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes   X  

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**FINANCIAL IMPACT:** The Proposed FY 2019 Operating Budget for General Insurance was projected before all the premium quotes were available and did not account for all of the net premium cost increase. The final FY 2019 Operating Budget will be presented in September 2018, and the General Insurance expense will reflect all of the actual premium quotes which results in an additional net increase of approximately \$12,000.

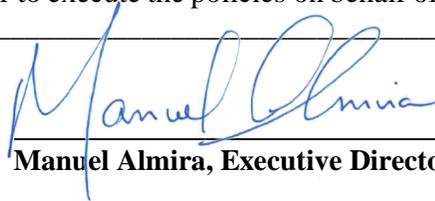
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**RECOMMENDATIONS:** The Board is respectfully requested to:

- 1) Approve the proposal submitted by USI Insurance Services, LLC for insurance policies so as to provide coverage for FY 2019.
- 2) Authorize USI Insurance Services, LLC, as the Port's appointed Broker of Record, to purchase the recommended policies on behalf of the Port for FY 2020.
- 3) Authorize the Executive Director to execute the policies on behalf of the Board.

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**Respectfully Submitted By:**



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**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

**PORT OF PALM BEACH PREMIUM COPMPARISON 10/1/2018-10/1/2019 VS 10/1/2017-10/1/2018**

	2017-2018	2017-2018	2018-2019	2018-2019	
COVERAGE	EXPOSURES	PREMIUM	PREMIUM	EXPOSURES	Reasons for Premium change
Property	\$47,427,165 Blanket Building/Contents \$2500 Ded/5% Named Windstorm	\$ 283,140.00	\$286,047.00	\$47,927,165 Blanket Building/Contents \$2500 ded/5% named windstorm	Property Extensions were increased
Boiler & Machinery	\$50 Mil w/\$2500 Ded incl Bl	incl in Prop	incl in Prop	\$50 Mil w/\$2500 Ded incl	
Excess Flood	\$3 Mil excess of NFIP whether NFIP purchased or not	incl in Prop	incl in Prop	\$3 Mil excess of NFIP	
Inland Marine	\$4,081,438 with \$5000 Ded	\$ 9,323.00	\$10,222.00	\$4,599,191 with \$5000 Ded	Exposures are higher
Crime	\$250,000 ea coverage \$1000 Ded	\$ 1,058.00	\$1,058.00	\$250,000 ea coverage \$1000 Ded	
Auto Liability	\$2 Mil no Ded 26 Units	\$ 9,124.00	\$10,188.00	\$2 Mil no Ded 30 Units	Increase in # of units
Auto Phys Damage	\$1000 Ded Comp & Coll 26 units	\$ 2,447.00	\$2,982.00	\$1000 Ded Comp & Coll ACV \$313,220	Increase in # of units
Public Officials Liability/EPLI Includes Cyber \$2 Mil	\$2 Mil/\$2 Mil \$1000 Ded based on \$3,098,231 payroll/52 empl	\$ 26,438.00	\$ 30,745.00	\$2 Mil/\$2 Mil \$1000 Ded based on \$3,329,424 payroll/ 64 employees	Increase in payroll & # of employees
Workers Compensation	Based on \$3,098,231 Payroll <b>EXP MOD .96</b>	\$ 46,829.00	\$ 43,039.00	Based on \$3,329,424 Payroll <b>EXP Mod .95</b>	6/1/18 WC Rate <b>Decrease</b> , payroll increased and Mod from .96 to .95
Marine Liability	\$1 Mil/\$2 Mil with \$5,000 Ded based on \$17 Mil receipts, EE Benefits \$1Mil/\$2 Mil \$1,000 Ded ea claim Retro date 10/1/11	\$ 31,450.00	\$ 37,800.00	\$1 Mil/\$2 Mil with \$5,000 Ded based on \$20 Mil receipts, EE Benefits \$1Mil/\$2 Mil \$1,000 Ded ea claim Retro date 10/1/11	Receipts increased to \$20 Mil Rate decreased from .185 to .175
Hull P&I	Hull Limit \$41,500 w/\$1,000 ded P&I \$1 Mil w/\$2500 Ded	\$ 2,833.00	\$ 2,000.00	Hull Limit \$41,500 w/\$1,000 ded P&I \$1 Mil w/\$2500 Ded	\$833 lower
Bumbershoot	\$5 Mil \$0 Retention over MGL \$1Mil, Auto Liab \$1Mil, Employers Liab \$1Mil & P&I \$1Mil	\$ 13,000.00	\$ 15,120.00	\$5 Mil "0" Retention over MGL \$1Mil, Auto Liab \$1Mil, Employers Liab \$1Mil & P&I \$1Mil	Receipts increased to \$20 Mil
Excess Bumbershoot	\$15 Mil over \$5 Mil Bumbershoot	\$ 23,000.00	\$ 27,895.00	\$15 Mil over \$5 Mil Bumbershoot	Receipts increased to \$20 Mil
<b>PREMIUM</b>		\$ 448,642.00	\$ 467,096.00		
<b>FEE</b>		\$ 40,000.00	\$ 40,000.00		
<b>TOTAL</b>		\$ <b>488,642.00</b>	\$ <b>507,096.00</b>		

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**NEW BUSINESS  
ITEM I-1**

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**PREPARED BY:** Manuel Almira Executive Director August 16, 2018

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**SUBJECT:** Peanut Island Update

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**BACKGROUND:**

The next meeting of the Peanut Island Steering Committee will be held on August 23, 2018. Karen Marcus, the Chairwoman of the Committee would like to provide the Board with an update on the action plan for the future use of the former U.S. Coast Guard building at Peanut Island.

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**ADDITIONAL INFORMATION ATTACHED:** No  X  Yes \_\_\_\_\_

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**FINANCIAL IMPACT:** N/A

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**RECOMMENDATION:** The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

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**Respectfully Submitted By:**



**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**OLD BUSINESS  
ITEM I-2**

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**PREPARED BY:** Ken Hern Sr. Director, Operations, Security & Facilities August 16, 2018

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**SUBJECT:** Approval of Peanut Island Fumigation

- Nozzle Nolen
- Beyel Brothers

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**BACKGROUND:**

Subterranean and Drywood Termites are degrading the foundation of all facilities on Peanut Island. The Coast Guard House, Boat House and Bunker are equally affected. Quotes for tenting the facilities were received by Nozzle Nolen, Orkin and Hewlett, with Nozzle Nolen identified as the lowest bid, in the amount of \$14,242.75.

Quotes were received from McCulley Marine and Beyel Brothers, to provide waterborne transportation to the island, based on the need for heavy equipment transportation needs. Based on daily rates quoted, Beyel Brothers was the lowest bid per day for the Tug and Barge. Additional equipment will be provided by Beyel Brothers based on time and materials for the utilization of a crane and ramps required to reach the island by water. The estimated cost for this portion of the project is \$10,662.75.

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**FINANCIAL IMPACT:** This project will be funded by the FY18 Operating Budget.

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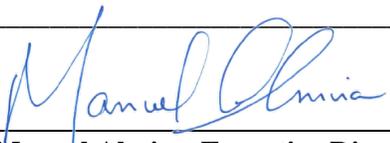
**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes X \_\_\_\_\_

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**RECOMMENDATIONS:** Port staff respectfully requests the Board of Commissioners to approve Approval of Peanut Island Fumigation in the amount of \$24,905.50 and authorize the Executive Director to execute all documents.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
**Manuel Almira, Executive Director**

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**DATE ACTION TAKEN:** \_\_\_\_\_  
Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_



# PURCHASE ORDER

1 East 11th Street  
Riviera Beach, FL 33404  
(561) 383-4100 Phone  
(561) 842-4240 Fax

Vendor #: 1131  
PO Number: 00-910860  
Date: 5/30/2018  
Page: 1

Order From: NOZZLE NOLEN, INC.  
5400 BROADWAY  
WEST PALM BEACH, FL 33407-2699

Deliver to: MAINTENANCE SHOP  
300 Middle Road  
Riveria Beach FL 33404

L/N	Description <i>+ Sub.</i>	Extension
1	DRYWOOD TERMITE RETREATMENTS SERVICE - COAST GUARD HOUSE/PEANUT ISLAND	\$14,242.75

Please Quote Purchase Order Number on all Correspondence

Subtotal	\$14,242.75
Freight	\$0.00
Tax	\$0.00

Signature Manuel Chinn  
Executive Director

Date Tracy Carey  
Purch mgr.

Order Total Paul J... \$14,242.75

CFOL Dep. Director

**Port of Palm Beach District**  
**Request for Equipment, Supplies/Office Supplies and/or Services**



<b>Requestor:</b>	Maggie Ferro	<b>Date Requested</b>	5/30/2018
<b>Department:</b>	Facilities	<b>Date Needed</b>	ASAP
<b>Amount:</b>	\$14,242.75	<b>PO Number</b>	

**Services/Supplies Needed:**

Drywood Termite Retreatment Service

**What will these services/supplies be used for?**

To treat termites at coast guard house on Peanut Island

**Where will these services/supplies be used?**

Coast Guard House on Peanut Island

**Fixed Asset? Yes \_\_\_ No X**

**If yes, list specific location of where item will be utilized:**

**For replacements - list quantity, description and location of item(s) being replaced:**

**G/L Account Number: 00-02-000-20-5560-00**

**To be billed back YES  NO X**

**If yes, responsible party?**

**Names of companies contacted and their quotations: (Attach copies of any written documentation received)**

<u>Company Name</u>	<u>Phone No.</u>	<u>Contact</u>	<u>Amount</u>
Nozzle Nolen	561-844-3544	Services	\$14,242.75
Orkin	561-713-8499	Gary	\$14,673.00
Hulett	561-686-7171	Services	No Response

<u>Signature</u>	<u>Date</u>
<b>Requestor</b> -----	5/30/2018
<b>Dept. Manager (Up to \$500)</b> -----	
<b>Department Director (Up to \$2,000)</b> -----	5/30/2018
<b>CFO/Deputy Director (Up to \$10,000)</b> -----	
<b>Executive Director (\$10,000.01 to \$25,000)</b> --	5/30/18



Tech Referral

**NOZZLE NOLEN, INC.**  
5400 BROADWAY • WEST PALM BEACH, FLORIDA 33407 • 561-844-3544  
**WOOD DESTROYING ORGANISM AGREEMENT**

RESIDENTIAL:  COMMERCIAL:   
**Peanut Island  
House, Boathouse and Bunker**  
City Riviera Beach State FL Zip Code 33404  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

Contract Date: \_\_\_\_\_  
Bill to Name \_\_\_\_\_  
Bill to Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_

Indicate the number of buildings included under this agreement: 3 Linear ft: 500 Cubic ft: 200k  
Structure(s) to be treated: Single Family  Detached Garage Multi-Unit  Other

NOZZLE NOLEN, INC is hereby authorized to treat the premises described above for the control of:

- DRYWOOD TERMITES  Fumigation  Spot Treatment- Location: \_\_\_\_\_
- SOIL TREATMENT (Pre Treatment)
- SUBTERRANEAN TERMITES  Control  Prevention
- SUBTERRANEAN TERMITES BAITING SYSTEM  Control  Prevention
- SUB & DRYWOOD PREVENTION
- OTHER: \_\_\_\_\_

Subterranean Treatment for Bunker,  
House and Boathouse.  
Tent Fumigation for House and Boathouse

METHOD OF PAYMENT:  Cash  Credit Card  CC Swiper  Check  
MONIES COLLECTED: \_\_\_\_\_

Initial Treatment..... \$14,242.75  
Other Fees..... \_\_\_\_\_  
Tax (commercial)..... 7% if applicable  
Total Price..... \_\_\_\_\_  
Less Downpayment..... \_\_\_\_\_  
Unpaid Balance..... \_\_\_\_\_  
Due Upon Completion... \_\_\_\_\_

**SELECTED PROTECTION PROGRAM  
AND LIMITED WARRANTY**

- LIMITED PROTECTION PROGRAM**  
Retreatment Only
- REPAIR PROTECTION PROGRAM**  
Includes Repair & Retreatment
- SINGLE TREATMENT PLAN**  
No Guarantee

**DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS ON NOZZLE NOLEN, INC'S OBLIGATION TO  
REPAIR OR RETREAT ARE DESCRIBED BELOW AND REVERSE SIDE.**

**OWNERS RIGHT TO CANCEL:**

IF THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE SERVICES YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO NOZZLE NOLEN, INC. IN PERSON, BY TELEPHONE, EMAIL OR MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. CUSTOMERS WILL BE RESPONSIBLE FOR FULL PAYMENT OF SERVICES RENDERED BEFORE CANCELLATION.

-THIS AGREEMENT DOES NOT ADDRESS HEALTH IMPLICATIONS OR AIR QUALITY-

REMARKS: Location Notice of Treatment \_\_\_\_\_

Accepted by: \_\_\_\_\_ **Mark George and Kevin Grindell**  
Buyer or Buyers' Agent Representative of Nozzle Nolen, Inc.

- PROTECTION PROGRAMS:**  
The type of Guarantee checked above will apply upon completion of initial treatment and payment in full. The REPAIR PROTECTION PROGRAM and LIMITED PROTECTION PROGRAM are defined in detail and are subject to the General Terms and Conditions on the reverse side of this Agreement. IN SUMMARY, THE REPAIR PROTECTION PROGRAM PROVIDES FOR ANY RETREATMENT NECESSARY AS WELL AS REPAIR OF NEW DAMAGE TO THE STRUCTURE AND CONTENTS, AT NO ADDITIONAL COST TO THE OWNER. THE LIMITED PROTECTION PROGRAM PROVIDES FOR ANY RETREATMENT AT NO ADDITIONAL COST TO THE OWNER. Reinspection of the premises will be made annually upon renewal of this Agreement and within the time required by Florida law. Customer is responsible for scheduling reinspection and ensuring access to the structure.
- CONTINUOUS PROTECTION (SINGLE TREATMENT PLAN NOT SUBJECT TO CONTINUOUS PROTECTION)**  
The initial treatment, including any new construction, is guaranteed for 2 years effective from 20 to 20 at a renewal rate of \$ 2136. The guarantee can be renewed each year (rates may vary after the first year) unless canceled in writing by either party with thirty (30) days' notice.
- TRANSFER OF OWNERSHIP**  
This Agreement and Protection Program is transferable to new owners with written notification to NOZZLE NOLEN, Inc.
- ALLERGIES AND SENSITIVITIES**  
If you, or any occupants, are prone to allergic reactions or sensitivities to dust, pollen, are sensitive to chemical odors, or suffer from any respiratory illnesses, you should consult your physician before any service is performed on your property and avoid the premises as the physician directs.

LIMITED PROTECTION PROGRAM GUARANTEE

- Re-Treatment Only -

Subject to the graph and Specifications and the General Terms and Conditions below and if selected on the front, this Agreement provides a LIMITED PROTECTION GUARANTEE.

1. NOZZLE NOLEN, INC. guarantees to perform any re-treatment if deems necessary AT NO ADDITIONAL COST TO THE OWNER as long as the protection is in force.
2. NOZZLE NOLEN, INC. assumes no responsibility or obligation for damage caused to the structure, its contents or personal property by termites or other Wood Destroying Organism(s). Customer waives and releases NOZZLE NOLEN, INC. from any liability for termite damage repairs.

REPAIR PROTECTION PROGRAM AND LIMITED WARRANTY

- Re-Treatment Only -

Subject to the graph and Specifications and the General Terms and Conditions below and if selected on the front, this Agreement provides REPAIR PROTECTION PROGRAM AND LIMITED WARRANTY applying to NEW DAMAGE to the structure and contents. EXISTING DAMAGE PRIOR TO INITIAL TREATMENT IS EXCLUDED.

1. NOZZLE NOLEN, INC. will perform any re-treatment it deems necessary and make such repairs as necessary to correct new damage provided:
  - A. Damage was caused by the specified Wood Destroying Organism(s).
  - B. Nozzle Nolen, Inc. finds the damaged area(s) infested with live Wood Destroying Organism(s). Unless Live Wood Destroying Organism(s) are found in the damaged area(s), the damage will be considered EXISTING DAMAGE and WILL NOT BE COVERED UNDER THIS AGREEMENT.
  - C. All repair work will be performed by contractor(s) authorized by Nozzle Nolen, Inc. only, unless otherwise agreed upon in writing. It is Customer's obligation to ensure that, in the event of any repairs, the contractor displays a building permit and advises NOZZLE NOLEN, Inc. in writing of any work performed without a visible building permit.
2. This future damage repair Guarantee will apply to all areas of the building except those area(s) where:
  - A. Wood members of the building are in direct contact with the ground.
  - B. A problem exists as a result of causes including, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying water for the termites to survive without returning to the ground.
3. This Guarantee provides for future damage protection against new Wood Destroying Organism(s) damage up to a maximum aggregate amount not to exceed \$ [REDACTED]
4. For baiting systems, the repair guarantee will take affect twelve (12) months after baiting system is installed or at colony elimination, whichever occurs first, "Colony Elimination" is defined as two consecutive months of active feeding on the bait, followed by two consecutive months of no activity. Tampering with the baiting components renders this contract voidable. All baiting components remain the property of NOZZLE NOLEN, Inc. Customer agrees to allow NOZZLE NOLEN, Inc. to remove them upon termination of this Agreement.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

- A. **EXISTING DAMAGE.** Termites often cause hidden damage. Conventional liquid baiting systems use slow acting termiticides intended to spread among colony members. Damage is still possible during this process. NOZZLE NOLEN, Inc. is not responsible for the repair of either visible damage (noted on Inspection Graph) or hidden damage existing as of the date of this Agreement. Because damage may be present in areas which are inaccessible to visual inspection, NOZZLE NOLEN, Inc. does not guarantee that the damage disclosed in the initial Inspection Graph of in inspection reports represents all existing damage.
- B. **CONDUCTIVE CONDITIONS.** Customer agrees to cooperate with NOZZLE NOLEN, Inc. during the terms of this Contract by avoiding and eliminating water leakage in treated areas, in interior areas or through the roof of exterior walls of Structure(s) that may destroy the effectiveness of a treatment or contribute to a new infestation. Customer is responsible for making timely repairs as necessary to stop such leakage or other conditions conducive to termite infestation identified by NOZZLE NOLEN, Inc. NOZZLE NOLEN, Inc. reserves the right to terminate this contract if customer fails to correct any conducive condition identified by NOZZLE NOLEN, Inc. within sixty (60) days of written notification. Customer's failure to eliminate the conducive condition within sixty (60) days following notification will render this Contract voidable by NOZZLE NOLEN, Inc. No Guarantee covers infestation and/or reinfestation caused by wood and/or furniture introduced into the structure after its initial treatment.
- C. **STRUCTURAL CHANGES.** Any alterations or additions to the structure must be reported to NOZZLE NOLEN, Inc. in advance so that we may make necessary treatments to insure proper control (Subterranean Termites Only). NOZZLE NOLEN, Inc. reserves the right to charge for additional treatments in these instances.
- D. **FUMIGATION.** NOZZLE NOLEN, Inc. may fumigate the structure for control of Drywood Termites. NOZZLE NOLEN, Inc. reserves the right to perform the fumigation services through an independent contractor it selects. Customer agrees, to comply with Fumigation Preparation Checklist before fumigation occurs. Customer understands that the fumigation may be cancelled or rendered ineffective if Customer does not comply. Customer Signature [REDACTED]
- E. **INVASIVE INSPECTIONS.** This contract does not impose any obligation on NOZZLE NOLEN, Inc. to perform destructive or invasive inspection into the structure. If this is a repair contract, NOZZLE NOLEN, Inc. is not responsible for the cost of repairing damage from invasive inspections where live termites are not found.
- F. **NON-PAYMENT.** In the event that Customer fails to pay any sum due and owed under the terms of this Agreement and protection program, NOZZLE NOLEN, Inc. has the right to terminate this Contract. In the event a collection service is utilized or legal action becomes necessary to recover any and all unpaid balances. Customer will be responsible to pay all costs associated with collection including attorney's fees. Attorney fees are recoverable by the prevailing party only in an action for collection of unpaid amounts due under this contract and for no other type of action.
- G. **DAMAGES.** Customer is not entitled to consequential or punitive damages. Every precaution will be taken, but NOZZLE NOLEN, Inc. shall not be responsible for damages to lawns, shrubbery, roof tiles, plants, screen or canvas structures, TV or radio antennas, lightning rods or any type of damage to pipe, tubing or conduit other than metal.
- H. **ARMS-LENGTH TRANSACTION.** This is an arms-LENGTH transaction and no party intends to create a fiduciary relationship.
- I. **ACTS OF GOD.** NOZZLE NOLEN, Inc.'s obligations are excused in the event that hurricanes, tornadoes, floods or other acts of God prevent NOZZLE NOLEN, Inc. from performing.
- J. I acknowledge I have received the product fact sheet from Nozzle Nolen, Inc Customer Signature \_\_\_\_\_

THE TERMS AND CONDITIONS APPEARING ON THE FRONT AND REVERSE SIDE OF THIS AGREEMENT. CONSTITUTE THE ENTIRE AGREEMENT BETWEEN PARTIES Any provision deemed unenforceable is hereby severed.

THIS AGREEMENT MUST BE SIGNED BY AN OFFICER OF NOZZLE NOLEN, INC. TO BE BINDING (SEE THE ACCOMPANYING SPECIFICATIONS)

OWNER  OFFICER OF NOZZLE NOLEN, INC. \_\_\_\_\_

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.



Orkin Pest Control  
COMMERCIAL

GRID #

**DRYWOOD TERMITE RETREATMENT FUMIGATION AGREEMENT**  
(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Orkin shall fumigate and treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report. Customer shall receive the following Service after the original treatment is performed.

**LIMITED 5-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (CO):** Orkin will retreat the structure for any live reinfestation of Drywood termites at no cost to Customer during the Service period if an infestation of Drywood termites is found and all payments including annual renewal payments are current. **The Service will expire one (1) year from the date of the original treatment, unless it is timely renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed five (5) years from the date of the original treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to repair roof leaks and other structural leaks, to eliminate organic matter, and to caulk, paint and screen the structure as needed to prevent Drywood termite infestation. The existence of any of these conditions or the failure by the Customer to make the repairs or to take the actions set out above shall void the retreatment Service. In the event the structure is structurally modified or altered, the retreatment Service is void. ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR. Orkin assumes no responsibility for roof damage or shrub damage that occurs during the fumigation procedure unless caused by the sole negligence of Orkin. Orkin is not responsible for vandalism, theft or breaking and entering and any resulting personal or property damage during the fumigation and aeration procedure.

**CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE:** Customer agrees to maintain caulking, painting and screening of the treated structure as needed to prevent Drywood termite infestation. Customer agrees to maintain the treated structure free from the conducive conditions and in accordance with the terms of the paragraph above. Customer is required to identify and correct, at Customer's expense, all conducive conditions identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

**Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or contents, including treatment or retreatment, caused by an infestation of Wood Destroying Fungi, Subterranean Termites, Formosan Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**

**RENEWAL:** Customer shall pay an annual renewal fee of \$ 1761. The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year by an amount not to exceed ten percent (10%).

**REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

**LIMITATION OF LIABILITY:** Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed.

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

Port Of Palm Beach 5/23/2018  
Customer Date

1 E 11th St  
Street Address (Treated Premises)

Riviera Beach FI 33404  
City State Zip Code

(561) 383-4145 (561) 383-4145  
Home Phone Work Phone

County Name Palm Beach Is this within the City Limits?  Yes  No

Port Of Palm Beach  
Billing Name (if different)  
1 E 11th St

Riviera Beach FI 33404  
City State Zip Code

Type of structure to be treated Coast Guard Station Compound/Peanut Is

Gary Barnes 676443  
Inspector Name (PRINT) Employee ID # or Certification #

(561) 713-8499  
Branch Telephone Number

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

5/18/18  
Branch Manager's Signature Date

1. Service Purchased:	
a. Initial Treatment Cost	\$ <u>14673.00</u>
b. Minus Adjustments	(\$ <u>0.00</u> )
c. Additional Renewal for _____ Years	\$ _____
Subtotal (sum a - b + c)	\$ <u>14673.00</u>
2. Other Items:	
a. Sales Taxes	\$ <u>0.00</u>
b. Other Fees	\$ <u>0.00</u>
Subtotal (sum a + b)	\$ <u>0.00</u>
3. TOTAL: Price (sum 1 + 2)	\$ <u>14673.00</u>
4. LESS: Down Payment	(\$ <u>0.00</u> )
5. Unpaid Balance (3 minus 4)	\$ <u>14673.00</u>

METHOD OF PAYMENT:  FINANCED - See Separate Finance Agreement  
 CASH - BALANCE DUE UPON COMPLETION OF WORK  
DOWN PAYMENT MADE BY:  CHECK # \_\_\_\_\_  
 COMPLETE EASY PAYMENT FORM

1592 Donna Road  
Branch Street Address

West Palm Beach FI 33409  
City State Zip Code

5/18/18  
Customer's Signature Date

LOCATION

Customer Email: mferro@portofpalmbeach.com

**LIMITED ASSIGNABILITY:** This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

**CHEMICAL INFORMATION WARNING:** Customer shall notify all persons on the premises that Orkin will be applying pesticides or termiticides in and around the premises, and that virtually all pesticides and termiticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or termiticides or who has a medical condition affected by pesticides or termiticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

**ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.

**FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

**TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

**I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
BRANCH MANAGER'S INITIALS

\_\_\_\_\_  
CUSTOMER'S INITIALS

# PROCEDURE FOR SULFURYL FLUORIDE FUMIGATION FOR EFFECTIVE FUMIGATION

**the following steps will be necessary *prior* to fumigating**

## INTERIOR PREPARATION

- 1. Unlock and open all drawers and interior doors including garage, utility and storerooms, closets, cabinets, cupboards, chests, etc., to facilitate rapid circulation and aeration. Additionally, at least one window per room of a tarped building must be open before fumigation, unless prohibited by state or local ordinances.
- 2. All people must leave and all living things be removed from your home, such as pets, birds, fish in aquariums and growing plants.
- 3. All items for human consumption such as foods, beverages, drugs and medicines, (including those items in refrigerators and freezers) which are not in air-tight containers such as sealed glass or metal containers must be either: (a) Removed from the structure prior to fumigation, or (b) Placed in double "Nylofume" bags, and twist sealed with masking tape. Food not properly prepared is subject to disposal by the certified fumigator.
- 4. Remove all mattresses and pillows with waterproof covers such as "can't wet" mattresses for infants and sickroom. If the waterproof covers are removable, it is only necessary to remove the covers, not the mattresses. All other mattresses can be fumigated.
- 5. Extinguish all sources of heat, including open flames and pilot lights (hot water heaters, ranges, wall heaters, etc.). Natural gas service to the premises must be turned off prior to date of fumigation. All glowing electric heaters and electrical heating elements such as those in pianos, organs, etc., must be shut off before fumigation. Occupant arranges for utility company to turn gas back on and assumes any charges incurred.
- 6. Turn off all air conditioning units and all automatic switch controls for appliances and lighting systems, which will be included in the space to be fumigated.
- 7. Electricity must be available and left on for operation of fans.
- 8. Open all openings into crawl spaces or attics.

## EXTERIOR PREPARATION

- 1. Exterior doors will be locked, and secured with secondary locking mechanisms, which should only be removed by Orkin personnel; Orkin will not be liable for damage caused by customer's attempt to remove secondary locking mechanisms. Keys to structure must remain either in the possession of the certified fumigator, or be left on the premises.
- 2. Lower all awnings attached to structure.
- 3. Remove all vines and trellises attached to the structure. Check ornamentals and shrubbery to be sure workmen have room (minimum clearance is 18 inches) to drop tenting materials between them and the structure.
- 4. Customer, on the day of fumigation, must water the ground immediately surrounding the structure for a distance of 18 inches outward and thoroughly saturate the same 18-inch soil strip to a depth of 8 inches.
- 5. Orkin is not responsible for vandalism, theft or breaking and entering during the fumigation and aeration procedures. Customer should arrange for security while structure is left unattended.
- 6. A thorough inspection of the crawl space must be made if accessible.
- 7. Inspect all foundation vents to ensure they are closed to prevent entry of pets or stray animals.
- 8. Inform neighbors of impending fumigation and ask that they manage their pets in a responsible manner.

## COMPLETING FUMIGATION

- Upon completion of the fumigation, we will aerate the building thoroughly and check it with gas-detecting equipment until the structure is safe for re-occupancy.
- Reentering: When the structure is safe for re-occupancy, there will be a notice posted on the front door. **DO NOT ENTER UNLESS SAID NOTICE IS POSTED ON THE DOOR.**
- It will not be necessary to wash dishes, pots, pans, silverware, etc., as the gas leaves no residue.
- Our servicemen take every precaution to protect your property. However, we cannot assume responsibility for broken roof tiles or shrub damages caused during the fumigation procedure unless this damage results from Orkin's sole negligence.

I acknowledge receipt of the Fumigation Preparation Notices.

5/23/2018

5/23/2018

Inspector's Signature

Date

Customer's Signature

Date



900 W. 15th St.  
 West Palm Beach, FL 33404  
 Phone: (561) 798-5776 \* Fax (561) 681-9878  
 Email: daniel.beyel@beyel.com

Proposal # 45172  
 PORT OF PALM BEACH  
 300 WEST MIDDLE ROAD  
 RIVIERA BEACH, FL 33404  
 Attention: KEN HERN  
 Phone: (561) 346-4119  
 Fax:  
 Email:

July 16, 2018

## PROPOSAL

RE: Beyel Brothers, Inc. proposes to supply the following to:  
 Move Equipment & Personnel To & From Peanut Island  
 As Directed By Customer.

Jobsite: PEANUT ISLAND  
 RIVIERA BEACH , FL 33404

Price:	(1) 180 X 50' Spud Barge With Tug Boat Based On 1 Day Minimum Port To Port	\$6,000 per day.
Price:	(1) 60 Ton Rough Terrain Crane With Operator Based On 8 Hrs. Minimum Portal To Portal Overtime Rate: After 8 Hrs. Shift & Saturdays Overtime Rate: Sundays & Holidays Freight In Freight Out	\$165.00 per hr. \$202.50 per hr. \$210.00 per hr. \$500 In \$500 Out
Price:	(1) 3 Man Rigging Crew With Forklift Based On 4 Hrs. Minimum Portal To Portal Overtime Rate: After 8 Hrs. Shift & Saturdays Overtime Rate: Sundays & Holidays	\$200.00 per hr. \$312.50 per hr. \$335.00 per hr.
Price:	(1) Wharfage (If Required To Load In Ft. Pierce)	\$4,500 In/Out
Price:	(1) Barge Ramps Based On 1 Week Minimum Port To Port	\$1,500 Contract Price

INDUSTRIAL CONTRACTOR \* RIGGING \* HEAVY HAULING \* CRANE RENTAL  
 TUG BOAT and BARGE RENTALS  
 CHECK OUT OUR WEBSITE: [www.beyel.com](http://www.beyel.com)

Surcharge: 5% Will Be Added To Your Invoice

**Wharfage Will Not Be Charged If Customer Supplies Dockage  
& Support Required At Port Of Palm Beach Free Of Charge.**

Interoffice Approval \_\_\_\_\_

**TERMS & CONDITIONS:**

1. **BUDGET PROPOSAL:** This is a budgetary proposal provided as a service to our customer and is not a binding offer to perform the work, as there still remains additional information required for us to furnish a firm price.
2. **PROPOSAL PRICE:** The prices quoted in this proposal are good for 30 days.
3. **EQUIPMENT AVAILABILITY:** As this is not a binding offer to perform the work, all equipment and prices are subject to availability.
4. **PROPOSAL INCLUSION:** This proposal and any sketches and addendum letters shall be included in any resulting contract.
5. **PROPRIETARY PROPOSAL:** This proposal and any sketches and addendum letters contain proprietary information that is not to be released to any other persons or firms without express written approval of Beyel Brothers, Inc.
6. **PRICE BREAKOUTS:** Our price was developed by assigning Equipment and Overhead costs over the entire work scope. Our proposal price breakouts (if noted) are for cost accounting purposes only and are not separate offers to perform a reduced work scope. Price breakouts are not to be construed for add/deduct purposes either.
7. **PAYMENT TERMS:** This proposal is based on C.O.D. payment terms, unless otherwise negotiated, without any retention. Beyel Brothers, Inc.'s payment is not contingent on payment from other firms. We do not agree to waive any lien rights that we may have prior to payment.
8. **NOTICE TO PROCEED:** Unless otherwise noted, Beyel Brothers, Inc. must be given at least a fourteen day (14) written notice to proceed prior to expected mobilization. This will allow sufficient time to develop procedures and drawings and to schedule crews and equipment. This fourteen (14) day notice does not assure, however, that all hauling permits on complicated heavy transport projects can be secured in as little as 1 week, as noted elsewhere.
9. **OVERTIME and HOLIDAY WORK:** This proposal is based upon our crews working normal working hours with occasional overtime for our convenience. It does not include working holidays, additional shifts or scheduled overtime. If Beyel Brothers, Inc. is required to do so, we will be paid for all premium time per our standard labor rates.
10. **TAXES:** Only Payroll Taxes are included in this price. Sales and Use Taxes, Property or any other taxes are not included in the proposal price.

INDUSTRIAL CONTRACTOR \* RIGGING \* HEAVY HAULING \* CRANE RENTAL  
TUG BOAT and BARGE RENTALS  
CHECK OUT OUR WEBSITE: [www.beyel.com](http://www.beyel.com)

11. **BONDS:** Performance and Payment Bonds are not included, but can be included for an additional price on a cost plus 15% basis.

12. **LIQUIDATED AND CONSEQUENTIAL DAMAGES:** Beyel Brothers, Inc. has not agreed to accept any Liquidated Damages nor Consequential Damages for the price herein. We reserve the right to increase our price if any proposal contract or purchase order requires us to accept such.

13. **INSURANCE:** Beyel Brothers, Inc. carries insurance for **General Liability, Auto Liability, Workers Compensation and Excess Liability**. Additionally, we carry **Inland Marine Insurance** to cover the value of components being lifted or transported in our care, custody or control. We have not been furnished with the replacement values of the job materials on your project. We typically find that either the Owner or General Contractor have a **Builder's Risk Policy** in place to cover the replacement value of job materials from factory to foundation. Therefore, to save you money, we have not included this insurance in our pricing. If the **Builder's Risk Policy** has sufficient coverage to cover the replacement value of the equipment, "double coverage" can be avoided. To do so, Beyel Brothers, Inc. must be insured on the policy or named as additionally insured on the policy and provided a **waiver of subrogation** and **held harmless** for the replacement value. Beyel Brothers, Inc. must be supplied with a copy of the policy for review and provided with written confirmation of the replacement values of job materials.

Alternately, we can provide the replacement value coverage to any amount necessary for an additional price.

14. **LABOR AGREEMENTS:** We are unaware of the existence of any Project, Local or National Labor Agreements to which the contractor on site or project owner may have will accede. This work has been bid and will be performed with Open Shop Labor provided by Beyel Brothers, INC. If the project owner or contractor require (by virtue of any Labor Agreements) that Beyel Brothers, Inc. perform this work using Union Labor, Beyel Brothers, Inc. will be compensated by our Customer for all extra cost including wage and benefit differentials, reduced productivity, additions to crew size and additional time on site for our equipment.

15. **DAVIS-BACON AND RELATED ACTS:** Beyel Brothers, Inc., is unaware of the existence of any federally funded or assisted contracts for the construction, alteration or repair of public buildings or public works to which the on-site contractor or project owner is required to comply with wages under Davis-Bacon or its related acts. This work has been bid and will be performed based on wages that are established and provided by Beyel Brothers, Inc. If the project owner or contractor requires that Beyel Brothers, Inc., perform this work using wages established by Davis-Bacon or its related acts then Beyel Brothers, Inc., will be reasonably compensated by our Customer for any and all additional costs including but not limited to wage, over-time and fringe benefit differentials associated with this project.

16. **SCHEDULE UNCERTAINTY:** Upon award, Beyel Brothers, Inc. will commit to have equipment and crews available for your project based on the schedule known at that time. Since manufacturer's schedules and rail shipments have many schedule uncertainties, we promise to do our best to accommodate schedule changes as they occur without delay to your project schedule. While we cannot give absolute assurance that we can be available for different scheduled dates, we promise to do our best for our customer. We cannot be responsible for rail car demurrage charges or other delays that may result from changes in shipping or site schedules that are not under our control.

17. **STATE PERMITTING AND ROUTING:** Rates are subject to the approval of permits and state routing. Included are the budgetary numbers for civilian and police escort.

18. **ADDITIONAL REQUIREMENTS:** Beyel Brothers' cranes are inspected and certified annually. Any additional certifications required by customer for cranes and/or testing conducted by customer or customer's designated company regarding Beyel Brothers personnel (i.e. drug testing, background check, fingerprinting) will be at customer's expense.

19. **ACTUAL WEIGHT OF OBJECT:** Customer will be solely responsible for determining the actual weight of any object they intend to lift while using the services of Beyel. Unless the parties agree otherwise and the same is put in writing and signed by both parties, Beyel owes no duty whatsoever to Customer in calculating the actual weight of any object which Customer intends to lift. When the actual or estimated weight(s) of any object to be lifted is provided to Beyel from either the Customer, its agent, a representative, officer, director, affiliate or employee of Customer and Beyel provides Customer the necessary personnel, equipment and materials to perform the lift based on the weight(s) represented and its determined by Beyel during the lifting process that the represented weight(s) are incorrect and the same will exceed the equipments rated load capacity for the objects intended lift radius then before proceeding any further the Customer agrees to immediately indemnify and pay Beyel in full, utilizing Beyel's standard commercial rates, for any and all costs, expenses, demurrage and overtime that were incurred for the personnel, equipment, and materials that were either used, mobilized, or on stand-by during the Customers scheduled lift.

20. **ADVANCED FEES:** Any advanced monies requested and received by Beyel from Customer pursuant to this written proposal or any other agreement will be deemed an advanced fee for the mobilization and demobilization of Beyel's equipment and personnel which will become non-refundable and fully earned by Beyel when the first piece of equipment is mobilized for Customer's intended project.

21. **CORRESPONDENCE:** All correspondence regarding documentation (purchase orders, pre-qualification forms, contracts or subcontractor agreements should be addressed to Beyel's Corporate Office: P.O. Box 236246, Cocoa, FL 32923 attn: Contracts or via email [purchaseorders@beyel.com](mailto:purchaseorders@beyel.com).

Accepted by

Beyel Brothers, Inc.

\_\_\_\_\_

\_\_\_\_\_ Daniel Beyel, III

Beyel Brothers, Inc. appreciates your interest in utilizing our services, and if I may be of further assistance, please do not hesitate to contact me at 561-798-5776. Thank you.

**PORT OF PALM BEACH DISTRICT  
REQUEST FOR DISCUSSION AND  
COMMISSION ACTION**

**OLD BUSINESS  
ITEM I-3**

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**PREPARED BY:** Ken Hern Sr. Director, Operations, Security & Facilities August 16, 2018

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**SUBJECT:** Award of RFP for Food Service Provider  
• Old School Food Services

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**BACKGROUND:**

At the Commission Meeting on April 18, 2018, Port Staff requested and received approval to conduct a Request for Proposals for Food Service Providers. The RFP was advertised in the Palm Beach Post and on the Port's website. A preproposal meeting was conducted on June 12<sup>th</sup>, with Café Hub and Old School Food Services in attendance. All RFPs were required to be submitted to the Port on June 26<sup>th</sup> by 2 pm.

Only one proposal was submitted by Old School Foods. This proposal identifies 5% of monthly gross sales to the Port, being reviewed every three months for the first year. Should the business be successful, a gross revenue share goal would reach 10% to 15%.

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**FINANCIAL IMPACT:** This project will generate 5% of all gross revenues in the first year, with a goal of 10% to 15% in the following years. At this time, there is no data to estimate projected revenues to the Port.

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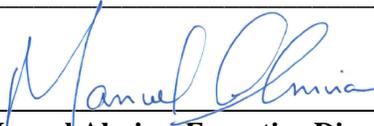
**ADDITIONAL INFORMATION ATTACHED:** No \_\_\_\_\_ Yes X \_\_\_\_\_

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**RECOMMENDATIONS:** Port staff respectfully requests the Board of Commissioners award the Food Service Provider contract to Old School Food Services and authorize the Executive Director to execute all documentation.

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**Respectfully Submitted By:**

  
\_\_\_\_\_  
Manuel Almira, Executive Director

---

**DATE ACTION TAKEN:**

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Deferred To: \_\_\_\_\_  
Incorporated into Minutes: \_\_\_\_\_

Motion By: \_\_\_\_\_  
Seconded By: \_\_\_\_\_  
Unanimous: Yes \_\_\_\_\_ No \_\_\_\_\_  
By: \_\_\_\_\_

NWAA Old School Food Service Inc.

480 Amador Lane #5

West Palm Beach, FL 33401

**Mobile Food Services Provider #06-2018**

**Narrative Statement**

Old School will be utilizing all the strengths of the mobile food industry. With a mobile kitchen, and an employee that can deliver, no one is out of reach or left out. The option of both mass production and culinary creativity can be established as well as balanced. Simplicity will be good for the beginning, and the simplest thing to do is park in a spot where majority of the demographic will and can walk to the truck. Given the amount of traffic near the cruise terminal, in addition to the accessibility of the Port staff/TWIC holders from all corners of the property, in motion we put the kitchen close to the bulk of the people, which is close to cruise ships. I have two spots in mind, both very close to the building, out of the path of car traffic and liability, yet very visible. One is near valet, the other is next to the red curb at the entrance of the building. From there, we branch out.

The goal is to make it convenient for the bulk of our daily demographic to come to the food truck, deliver quality and efficient service, while providing a delivery service to those who do not have the access. We will provide everyone the opportunity/option to order. Once we solidify good sales from a parking spot, we will then start expanding outward. We will utilize all efficiency methods for lunch rush or any rush with pre-orders via email for the Port staff if need be. Phone calls will be avoided as they can obstruct service at the window, however text messages/emails can be implemented. Good and proper articulated communication is a must from both parties, and it will be well articulated in the menus or flyers we hand out. I would like to initially gauge ticket times before going crazy with the pre orders. Ultimately, we will use whatever medium necessary to cater to our customers' needs, within reason. All in all, we will cover the entire property, and anyone on it, or entering.

I see three types of potential daily customers: We have our cruise passengers, which is a constant turnover, requiring less changes of the menu, and avoiding all redundancy. As I watched one morning, they are not hurrying, and the time valet takes provides me with more than ample time to keep FRESH food coming out efficiently. Delivery, pre-ordering, and such amenities aren't necessary.

We have our Port staff/cruise staff/valet/the many businesses shipping side. Said demographic is approached slightly different, we want to build "regulars" as referred to in the service industry. They will be here 5 days a week, which means we must offer a menu that avoids redundancy on top of those looking for value, volume, something different, something healthy, hearty, or something fast. We will have a good idea of what our customers want because they're going to come up and ask regardless of what menu I put out, they will ask for what

they're palate is craving. This is good honest feedback, and there may a pattern in said request to boost sales.

I have managed to build a good foundation with the truck drivers/port staff that operate and drive through shipping side, and they will not be forgotten. The peak hours have been documented for the last year, and I will set up an order service for them much like the operation currently works. Most times they order ahead and come back 15 minutes later. I would initially like to limit deliveries to truckers shipping side only. The port staff I've spoken with on shipping side has no qualms driving their vehicles/carts to cruise side for service. If we feel sales are impacted otherwise, adjustments will be made. This type of order/delivery system can be functional. I have tested, and successfully used a similar system at a previous location. A \$1-2 deliver fee will be instituted.

There is a marina next door, and there is social media to bring in more revenue from the outside world, to be held off and focused on after port property has been established. I was informed of a private yacht also planning renovations on the property for private parties, parking, and what not. I know there is more yacht parking throughout the year, as various crews sporadically come to my kitchen on shipping side. I would like to correlate with Jeff on that schedule, but ultimately I will offer my services to anyone on the property. I foresee the kitchen running around the clock, a short breather overnight, with a full staff cycling in and out.

I offer a litany of menu items, not all will be served the same day or week. As I stated, we will start very simple. I don't want to commit to a set menu, because we don't know what sells. It might be pre-prepped subs, it might be churros, or 2 for \$3 hot dogs, or \$2 street tacos. We will start with something very well rounded.

I can commit to this: I will figure it out, applying all of my knowledge, resources, and energy doing so, as I have getting to this very opportunity. I know this property, I've learned the nooks, crannies, and alcoves holding 10-15 employees at a time, and I am accessible to them within minutes.

Sales on shipping side were never quite up to par, they were very close though. I can bring those sales with, and in combination with relocating the kitchen to cruise side, I can make this operation a huge success for all parties involved. Ten percent is the rough number of patrons a vendor can expect from a typical event. When dealing with over 2,000 people a day, 200 tickets is a solid number to work with. By offering value, and volume, quality, and consistency, we will push those numbers up.

I have a 60 gallon water tank for coffee, capable of over 400 cups of coffee a day, and a 20' full kitchen ready to go. If the aforementioned 10% happens to go better than expected, Old School is ready. Three people is all it takes to run this operation, one on the griddle, and the other two rotating window/prep, and deliveries. My trailer is made for mass production, suitable for crew-space and product, and I would love to push it to max speed.

NWAA Old School Food Service Inc

480 Amador Lane #5

West Palm Beach, FL 33401

**Mobile Food Services Provider #06-2018 Proposal**

Price Proposal Form

Products

- Breakfast Burrito – 2 jumbo eggs, 2 strips of bacon/sausage/both, 1 hash brown, and shredded cheese, rolled into a griddled tortilla. - \$6 / \$8 for both meat
- French Toast Sticks – 6 sticks and a hash brown, \$5
- Hot Coffee – 12 oz - \$2, 16oz - \$3
- Iced Coffee – 16oz - \$3
- Muffins – Chocolate Chip. Blueberry, Banana - \$2
- Hot Dogs – Hebrew National All Beef - \$4
- Special - Hot Dogs – Sabrett, smaller portions served 2 for \$3
- Special - Corn Dogs – 2 for \$4
- Special – Churros – \$1-2
- Special – \$2 street taco- small corn tortilla taco, consisting of meat, cheese, and pico
- Chicken Tenders – ½ lb(4) of Home-style Tenders and Fries - \$8
- Philly Cheesesteak – 6 oz of Original Philly, peppers, onions, white American, on an 8” Hoagie Roll -\$10
- Chicken/Beef Tacos -3 tacos – 2-3 Oz of protein, lettuce, tomato, and cheese on flour tortilla - \$10/\$9
- Cheeseburger- 6 oz fresh Angus, cheddar cheese, lettuce, tomato, onion, on a toasted Kaiser Roll- \$10
- Chicken and Waffles – Our tenders, dropped in Old School waffle batter, and lightly fried. Served with butter infused maple syrup
- Chicken/ Steak Quesadilla – 5 oz of protein, grilled onions, peppers, and a Monterey/Cheddar blend – Chicken -\$10/Steak \$11
- Teriyaki Chicken Wrap – romaine/iceberg, teriyaki chicken, tomatoes, diced onions rolled in a tortilla or whole wheat wrap - \$9
- Steak Sriracha Truffle Fries – Loaded fries, covered in cheese, doused in truffle oil, and topped with steak, parmesan, and Sriracha- \$11
- Bacon Balsamic Gouda Grilled Cheese on Parmesan Crusted Sourdough - \$10
- Sub Sandwiches- BLT’s, Turkey/Ham, Italians, various cheeses, served in ½ or full subs- \$5-10

- 702 Salad – Romaine, fresh cut sweet bell peppers, black beans, tomatoes, Cajun chicken, tortilla strips, shredded cheese. Dressings include Ranch, Honey Mustard, Vinaigrette - \$9
- Cuban – Sliced ham, pulled pork, Swiss cheese, mayo, mustard, pickle on toasted Cuban bread. Served in ½ or full portions. \$6/\$10
- Turkey Swiss Cranberry Wrap – Chive cream cheese spread, turkey, swiss, spinach, and cranberries rolled into a whole wheat wrap - \$10
- Side of Fries -\$3
- Bottled 16.9 oz soda - \$2
- Gatorade 20oz bottles - \$2
- Zephyrhills 16.9oz bottled water - \$1

We accept cash, and debit/credit. Prices and portions may have to vary. At first, I am staying close to my original and consistent menu and prices that have proven success. Whatever is conducive to sales, be it volume, portions, or value, we can adjust where necessary.

Proposed Operating License Fee- \$500-\$1,000 per year in addition to a percentage of monthly gross sales.

Commission Schedule – Starting at 5% of monthly gross sales with said percentage to be revisited every month for 3-6 months, and then re-negotiated every 3 months for first year, and then yearly after first year. Ideally, I'd like to get you, The Port, in a sweet spot of %10-15 of gross sales permanently.

NWAA Old School Food Service Inc.

480 Amador Lane #5

West Palm Beach FL, 33401

**Mobile Food Services Provider #06-2018**

**Specific References**

Laurie Helfman – Afterschool Director - 561-989-7530

Calusa Elementary School - 2051 Clint Moore Rd, Boca Raton, FL 33496

May 14<sup>th</sup> & 24<sup>th</sup> 2018

Served 600 kids lunch in less than 3 hours.

Lorie Stinson – South Florida Fairgrounds Exhibits and Special Events Manager – 561-790-5245

9067 Southern Blvd, West Palm Beach, FL 33411

Three years contracted for Yesteryear Village, a multi weekend October event consisting of large crowds, constant lines, and mass production.

Mario Vega – Contractor/Builder Restoration Hardware – 415-683-8738

560 Okeechobee Blvd, West Palm Beach, FL 33401

November 11<sup>th</sup> 2017

Served 175 fresh meals, entrée, side, and drink in 2 hours. Menu was Philly, BBQ Burger, Cheeseburger, and Chicken Tenders, with a side of fries.

Old School Food Service has maintained perfect 5-star service rating on both Facebook and Thumbtack. Please use all 4 words when searching.

I have yet to be terminated, and often invited back.

**ATTACHMENT 5**  
**SWORN STATEMENT**

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION  
OR YOUR RESPONSE TO THE RFP WILL BE REJECTED)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn Statement is submitted to the PORT OF PALM BEACH DISTRICT ("PORT") by OD School / Nick Wagner whose business address is 480 Amador Lane #5 WPB FL 33401, and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-5168345. (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: \_\_\_\_\_).

I understand that a "public entity crime" as defined in Florida Statutes §287.133(1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that a "convicted" or "conviction" as defined in Florida Statutes §287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Florida Statutes §287.133(1)(a),

Means:

- a) A predecessor or successor of a person convicted of a public entity crime: or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Florida Statutes §287.133(1)(c), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this Sworn Statement. [Indicate which statements apply.]

(A) NW (No Convictions) Neither the entity submitting this Sworn Statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

(B) \_\_\_\_\_ (Convictions) The entity submitting this Sworn Statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of this entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but the entity and no such person is on the Convicted Vendor List as defined in Florida Statute §287.133. [PORT STAFF – If this item is checked, you must consult with the District Executive Director or CFO]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PORT IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PORT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO.

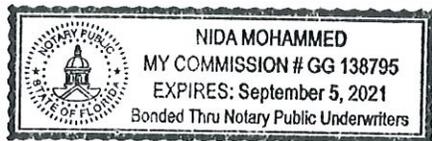
NW \_\_\_\_\_ (Signature of person signing)

Nick Wagner \_\_\_\_\_ (Printed name of person signing)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2018 by Nick Wagner, as Owner (Title) of Old School Food Servi.a Florida Corporation (Type of entity) on behalf of the entity. He/she is personally known to me or has produced Florida Drivers Lic as identification.

SEAL



Nida Mohammed Notary Public Commission No. GG138795  
Name of Notary, typed, printed or stamped

**ATTACHMENT 1**  
**PRICE PROPOSAL FORM**

PROPOSAL REQUIREMENTS (To be submitted on your company's letterhead)

1. Products:

- List of products, including serving size and proposed sale price, for each product to be sold in Mobile Food Production Vehicle or Cart at the District.

2. Product Selection to include:

- Selection of items to be sold (Food, Snacks, Drinks)
- Type of selection (Cans, Bottles, Containers)
- Type of Monetary Acceptance (Bills, Coins, Credit Cards)

3. Proposed Operating License Fee

4. Commission Schedule

- Respondent will describe commission schedule or other proposed compensation methodology on separate page. The Vendor will pay monthly commission to the District computed as a percent (%) of Gross Sales. \*Vendor will deliver a single check each month to the District. Check shall be sent to:

Port of Palm Beach District  
Attn: Accounts Receivable  
1 E. 11<sup>th</sup> Street, Ste. 600  
Riviera Beach, FL 33404

\*Vendor will list rates for any subsequent renewal period(s), if applicable.

PROPOSAL BY:

Company: NWAA Old School Food Service Inc

By: Nick Wagner Title: Owner / President / CEO

Printed Name of Signer: Nick Wagner

Address: 480 Amador Lane #5 WPB FL 33401

Phone Number: 702 606 5113 E-mail: oldschoolfoodservice@gmail.com

Mobile Food Services Provider  
RFP #06-2018  
Port of Palm Beach  
1 E. 11<sup>th</sup> Street, Suite 600  
Riviera Beach, FL 33404

**ADDENDUM NO. 1**

DATE: June 11, 2018

PREPARED BY: Port of Palm Beach District  
One East 11<sup>th</sup> Street, Suite 600  
Riviera Beach, Florida 33404

GENERAL:

- A. This Addendum modifies, changes from or adds to the Request for Proposals dated June 5, 2018 and shall become a part of the Proposal Documents.
- B. Proposers shall acknowledge receipt of this Addendum with their submittal. Failure to do so may be cause for disqualification of Proposer.

**ADDENDUM ITEMS:**

**Exhibit A Description of Work – Experience – Section 7.0**

**From:** Proposers are highly encouraged to attend the pre-proposal conference scheduled for Tuesday, June 5, 2018 at 10:00 a.m. to familiarize themselves with the locations and environments to be serviced.

**To:** Proposers are highly encouraged to attend the pre-proposal conference scheduled for Tuesday, **June 12**, 2018 at 10:00 a.m. to familiarize themselves with the locations and environments to be serviced.

**ACKNOWLEDGE RECEIPT.**

Bidder acknowledges the receipt of Addendum numbers:

1. 11W 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this 15<sup>th</sup> day of June, 2018.

NAME OF THE PROPOSER: Nick Wagner / Old School

ADDRESS OF THE PROPOSER: 480 Amador Lane HS WPB FL 33401

BY: \_\_\_\_\_

TITLE: Open / Revised \_\_\_\_\_

END OF ADDENDUM NO. 1

FORM OF AGREEMENT – EXHIBIT C

Port Of Palm Beach District

Contract Between

Owner And Contractor

(Mobile Food Provider Services)

[Use this form where (i) the Port has put the work out for bid or (ii) or the contract is exempt from bid) or (iii) the Port is Piggy-backing on a bid that was put out by another entity (State, City or County) and accepted by the issuing entity.]

This Contract (the "Contract"), is made and entered into as of this 17<sup>th</sup> day of June 2018 ("Effective Date"), by and between the **PORT OF PALM BEACH DISTRICT**, a political subdivision of the State of Florida, created under chapter 7082, Laws of Florida, 1915, and the various special acts that are supplementary and amendatory thereto, (the "Owner") and OX School Food Service, a Florida corporation (the "Contractor"), whose address is 480 Arador Lane #5 WPB FL 33401, Florida 33401. This is a non-exclusive contract, and Owner retains full rights to use any contractor it deems appropriate for the types of services provided for under this Contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree:

**Section 1 DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the work ("Work") described on EXHIBIT A, as described in the Port of Palm Beach District "**Invitation to Bid or Request for Bid for MES Provider #06-2018**", dated 6/6/18". Documents not included or expressly contemplated in this Section 1 do not, and shall not, form any part of this Contract.

**Section 2 TERM**

The term of this contract shall be for 1 year(s) commencing August 15<sup>th</sup>, 2018. This contract shall be renewable for one additional year at the option of the Owner upon written notice given to Contractor prior to termination.

**Section 3 REPRESENTATIONS OF THE CONTRACTOR**

In order to induce the Owner to execute this Contract, Contractor hereby makes the following representations and warranties, each of which shall survive the execution and expiration or earlier termination of this Contract:

a) The Contractor is fully qualified to perform the Work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to perform same.

b) Contractor is duly authorized and fully empowered and has the legal capacity to execute, deliver and perform this Contract, and to consummate the transactions contemplated

FORM OF AGREEMENT – EXHIBIT C

hereby, and this Contract is and shall be the valid and binding obligation of Contractor, enforceable against it in accordance with its terms.

c) Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereby, will conflict with, or result in, a breach or violation of the charter, articles of incorporation or bylaws of Contractor, as applicable, violate or conflict with any statute, law, rule or regulation or any order, writ, injunction or decree of any Court or governmental authority or require the consent, license, permission, action, or approval by or registration with or notice to any governmental authority or third party, other than as contemplated hereby, or violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under the terms, conditions or provisions of) any contract, agreement, understanding, arrangement or restriction of any kind to which contractor is a party or by which Contractor may be bound.

d) All Work shall strictly conform to the requirements of this Contract.

e) The Work shall be properly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

**Section 4 PRICE AND CONTRACT PAYMENTS**

a) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the amounts set forth on EXHIBIT B (“Contractor’s Rate Schedule”), if applicable, attached hereto, which amounts shall be billed monthly in the form of a Payment Request, based upon the Work Order (described in Section 5, which shall not be modified except by Change Order as provided in this Contract.

b) Owner shall make payment in full, less any disputed amounts, to Contractor of the Contract Price, not later than thirty (30) days following submission of a Payment Request.

c) The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the Payment Request is being submitted, and all Work for which Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever.

**Section 5 WORK ORDERS**

All Work to be performed shall be by separate work order (“Work Order”) signed by Owner. The Contractor shall perform, at its expense, all of the Work required, implied or reasonably inferable from the Work Order including, labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, permits required for repair, debris removal, and legal disposal, where applicable. The Contract Price for the Work Order may be determined by applying the Contractor’s Rate Schedule, unless a fixed Contract Price is established in advance, based generally, on the Contractor’s Rate Schedule. Where the Contract Price is fixed, it shall not be subject to modification except by Change Order. All Work Orders shall include a time for completion.

**Section 6 CHANGE ORDERS**

**FORM OF AGREEMENT – EXHIBIT C**

a) One or more changes to the Work Order may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

b) Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof.

**Section 7 SWORN STATEMENT**

The Sworn Statement under Florida Statutes Section 287.133(3)(a) attached hereto is a part of this contract.

**Section 8 GENERAL CONDITIONS**

The General Conditions attached hereto form a part of this Contract.

Attachments	
<input type="checkbox"/>	Exhibit A (Description of Work – If contract comes from a Port Bid, use the description from the Bid; If the contract comes from a Piggy-Back, use the description of the Work in the Piggy Back; If contract comes from a no-bid scenario, use the description of the Work for which bids were requested)
<input type="checkbox"/>	Exhibit B (Contractor's Rate Schedule)
<input type="checkbox"/>	Exhibit C (Sworn Statement, per Section 7)
<input type="checkbox"/>	Exhibit D (General Conditions, per Section 8)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and date first set forth above, and acknowledges that they have received all of the above attachments.

WITNESSES:

\_\_\_\_\_

Printed Name of  
Witness: \_\_\_\_\_

\_\_\_\_\_

Printed Name of  
Witness: \_\_\_\_\_

OWNER:

PORT OF PALM BEACH DISTRICT

BY:

\_\_\_\_\_, Chairman

FORM OF AGREEMENT – EXHIBIT C

[Signature]

CONTRACTOR  
NWAA Old School Food Services, Inc.  
Corporation  
BY: Nick Wagner  
CEO, President (Title)

Printed Name of  
Witness: Liliya Heretsun

Printed Name of  
Witness: Joseph Pepe

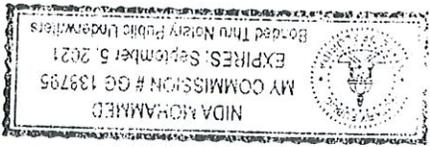
STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 7<sup>th</sup> day of June, 2018 <sup>(10M)</sup> by Nick Wagner, who is personally known to me or who produced Florida Driver's license Florida Drivers License as identification, as Owner of Old School Food Service Inc a Corporation.

[SEAL] 

[Signature]  
NOTARY PUBLIC  
My commission expires: September 5<sup>th</sup> 2021

