



**BOARD OF COMMISSIONERS
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 Meeting

4:00 p.m.

Thursday, January 18, 2018

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

- THIS MEETING IS OPEN TO THE PUBLIC -

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

I. REGULAR BOARD 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. ELECTION OF OFFICERS & PASSING OF THE GAVEL

Documents:

[C ELECTION OF OFFICERS.PDF](#)

D. COMMITTEE APPOINTMENTS FOR 2018

Documents:

[D COMMITTEE APPOINTMENTS.PDF](#)

E. APPROVAL OF THE MINUTES

Documents:

[E REGULAR COMMISSION MEETING OF DECEMBER 21 2017.PDF](#)

F. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

Presentation of Service Award:

Fifteen Year Service Award to Ken Hern

G. CONSENT AGENDA

Documents:

[G CONSENT AGENDA.PDF](#)

G.1. Financial Statements For November 2017

Documents:

[G-1 FINANCIAL STATEMENTS.PDF](#)

G.2. Financial Reports For November 2017

Documents:

[G-2 FINANCIAL REPORTS.PDF](#)

G.3. Cash And Investments For November 2018

Documents:

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

G.4. Accountants' Report For November 2017

Documents:

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

G.5. Contract Report

Documents:

[G-5 CONTRACT REPORT.PDF](#)

G.6. Business Development

Documents:

[G-6 BUSINESS DEVELOPMENT.PDF](#)

G.7. Public Relations & Marketing

Documents:

[G-7 PUBLIC RELATIONS AND MARKETING.PDF](#)

G.8. Community Grants

Documents:

[G-8 COMMUNITY GRANTS.PDF](#)

G.9. G-9 Request To Advertise For Proposal- Berth 1 Underwater Bulkhead Repairs

Documents:

[G-9 REQUEST TO ADVERTISE.PDF](#)

G.10. Approval Of Change Order For Maritime Office Complex (MOC)/Cruise Terminal Roof Improvements

Documents:

[G-10 APPROVAL OF CHANGE ORDER.PDF](#)

H. DISTRICT REPORTS

H.1. Executive Directors Report

Documents:

[H-1 EXECUTIVE DIRECTORS REP.PDF](#)

H.2. Engineering Report

Documents:

[H-2 ENGINEERING REP.PDF](#)

H.3. Governmental Affairs Report

Documents:

[H-3 GOVERNMENTAL AFFAIRS REP.PDF](#)

I. OLD BUSINESS

I.1. Peanut Island Update

Documents:

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

I.2. Consideration Of AECOM Work Order Amendment #4

Documents:

[I-2 AECOM WORK ORDER AMENDMENT.PDF](#)

J. NEW BUSINESS

J.1. Approval Of Teeters And Monarch Agreements

*Amended and Restated Terminal Agreement
Amended and Restated Line Agreement*

Documents:

[J-1 TEETERS AGREEMENTS.PDF](#)

J.2. CCNA Selection For Engineering Services

Documents:

[J-2 CCNA SELECTION.PDF](#)

J.3. Re-Engagement On The Inland Port Process

Documents:

[J-3 INLAND PORT.PDF](#)

K. COMMENTS FROM THE PUBLIC

L. COMMENTS FROM THE BOARD OF COMMISSIONERS

M. SET NEXT MEETING DATE

Regular Board Meeting - Thursday, February 15, 2018- 4:00 p.m.

N. ADJOURNMENT

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

**ELECTION OF OFFICERS
ITEM C**

PREPARED BY: Venice Howard Deputy Clerk January 3, 2018

SUBJECT: Election of Officers for 2018

BACKGROUND: The Board of Commissioners of the Port of Palm Beach District shall elect from their members a chairman, vice-chairman, and secretary and treasurer, to be elected by the Board for a one-year term.

FISCAL IMPACT: None

ADDITIONAL INFORMATION ATTACHED: No Yes

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to nominate and elect the Port of Palm Beach District Commission Chair, Vice Chair and Secretary Treasurer for calendar year 2018.

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**

**COMMITTEE APPOINTMENTS
ITEM D**

PREPARED BY: Venice Howard Deputy Clerk January 3, 2018

SUBJECT: 2018 COMMITTEE APPOINTMENTS

BACKGROUND: Below is the calendar year 2017 list of boards, associations and committees and the Port's current appointed representatives:

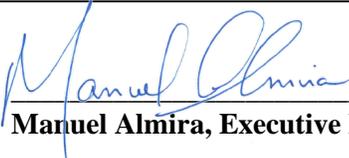
Port Liaison for the City of Riviera Beach	Commissioner Peyton W. McArthur
Transportation Planning Agency	Commissioner Katherine M. Waldron
Business Development Board	Commissioner Jean L. Enright

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to appoint and ratify the appointed representatives for calendar year 2018.

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**

**APPROVAL OF MINUTES
ITEM E**

PREPARED BY: Venice Howard Deputy Clerk January 3, 2018

SUBJECT: Approval of the Minutes

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

December 21, 2017 Regular Board Meeting

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review the minutes, advise staff of any necessary changes and approve the minutes of the December 21, 2017 Regular Commission Meeting.

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: _____

BOARD OF COMMISSIONERS
PORT OF PALM BEACH DISTRICT
Regular Board Meeting

- - -

Thursday, December 21, 2017

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

4:01 p.m. - 5:27 p.m.

- - -

ATTENDING:

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

1 CHAIR CIKLIN: Could we please rise for the
2 Pledge.

3 (Pledge of Allegiance recited.)

4 CHAIR CIKLIN: Has everyone got a chance to
5 read the minutes, and do we have a motion to approve
6 the minutes for the November 16th meeting?

7 COMMISSIONER MCARTHUR: So moved.

8 COMMISSIONER RICHARDS: Second.

9 CHAIR CIKLIN: Peyton; second by Wayne. Any
10 discussion? All in favor? All opposed? Carries,
11 five/zero.

12 Additions, deletions, presentations,
13 announcements.

14 EXECUTIVE DIRECTOR ALMIRA: Commissioners, we
15 have one presentation for Mr. Lawrence. Come on up
16 here, guy.

17 CHAIR CIKLIN: All right.

18 COMMISSIONER MCARTHUR: Oh, no, no, no.

19 EXECUTIVE DIRECTOR ALMIRA: Lawrence has been
20 here for 20 years. We would like to present him, you
21 guys.

22 CHAIR CIKLIN: Yes. Can we get a picture?

23 EXECUTIVE DIRECTOR ALMIRA: And we have a
24 picture coming up. And I guess this is mine.

25 Twenty years.

1 CHAIR CIKLIN: Congratulations, 20 years.

2 COMMISSIONER RICHARDS: I have fond memories
3 of -- he went through a period here where he actually
4 wore a suit every day. He smiled, and he looked very
5 uncomfortable. But I think he's much more comfortable
6 now. So thank you for your service.

7 MR. KELLY: Thank you very much.

8 EXECUTIVE DIRECTOR ALMIRA: Thank you.

9 CHAIR CIKLIN: Okay, consent agenda. Does
10 anyone have anything they need to --

11 COMMISSIONER WALDRON: I have some questions
12 on one.

13 CHAIR CIKLIN: Okay, which one?

14 COMMISSIONER WALDRON: E.9.

15 CHAIR CIKLIN: E.9, okay, we'll pull that.
16 Go ahead, ask your question.

17 COMMISSIONER WALDRON: Okay, just a couple
18 questions. Do we own the vending machines?

19 MR. HERN: Yes, ma'am, the ones we currently
20 have in the cruise terminal, we do.

21 COMMISSIONER WALDRON: And we have how many?

22 MR. HERN: Seven.

23 COMMISSIONER WALDRON: Seven?

24 MR. HERN: Yes.

25 COMMISSIONER WALDRON: And how much money do

1 you think we make on them?

2 MR. HERN: In 2017 our revenues were \$20,737,
3 with an expense for the items going in it at \$7,259,
4 which gave us a revenue of \$13,000 for the year.

5 COMMISSIONER WALDRON: So it's beneficial for
6 us to own them as opposed to just have some third
7 party?

8 MR. HERN: Well, these are older machines, so
9 we need to look to upgrade them,, and also, they don't
10 accept credit card swipes either. Looking at the cost
11 of them for the number that we have, it would cost
12 approximately \$43,000 to replace them if we were to buy
13 them ourselves, and plus we use two staff members for
14 about two hours a day to service the machines.

15 COMMISSIONER WALDRON: Wow.

16 MR. HERN: And if we started calculating that
17 in, we're looking at every day service for about
18 \$21,000.

19 So our initial cost would be, you know,
20 \$63,000 up front. With all the capital and renewal and
21 replacement expenses we've had this year, I thought it
22 would be a good idea to put it out and see if we can
23 get the upgraded ones prorated.

24 CHAIR CIKLIN: Yes.

25 COMMISSIONER WALDRON: So that's a good

1 suggestion.

2 CHAIR CIKLIN: And they'd just take the other
3 ones, maybe buy the ones from us? Is that what they
4 do, or --

5 MR. HERN: Mr. Almira wants me to look to see
6 if we can trade them in for newer ones in the contract,
7 so we'll try that as well.

8 CHAIR CIKLIN: Yes, you'll see. But yes, I
9 think owning is probably -- you know, if they start
10 breaking, we can't fix them, and then we've got to --

11 MR. HERN: We're finding it's costing us
12 anywhere between 200 and \$1,000 every time they come
13 out to do a repair.

14 CHAIR CIKLIN: Right. And the newer
15 machines, like you say, with a credit card now is
16 probably the way to go. All right, well, you'll let us
17 know.

18 COMMISSIONER WALDRON: Okay, thank you.

19 COMMISSIONER RICHARDS: Thank you,
20 Mr. Chairman. On E.8, community grants, I have \$150
21 left, and I wanted to give that to the Children's
22 Coalition. So can we kindly modify that under E.8, my
23 remaining 150? Thank you.

24 COMMISSIONER WALDRON: Is the cycle the
25 calendar year?

1 THE CLERK: No, fiscal year.

2 COMMISSIONER WALDRON: Okay.

3 MS. HOWARD: And also, the agenda items under
4 consent that you're discussing, we'll need, since
5 they're being pulled, we'll need to vote on those
6 individually, and consent is separate.

7 CHAIR CIKLIN: Okay, all right. All right,
8 anything else? All right, so then first we'll vote on
9 E.8 separately. All in favor? All opposed? Carries,
10 five/zero.

11 And then we'll do E.9. All in favor? All
12 opposed? Carries, five/zero.

13 MS. HOWARD: Who made the motion?

14 COMMISSIONER WALDRON: The vending machine
15 motion is for an amount?

16 CHAIR CIKLIN: Well, wait a second.

17 COMMISSIONER RICHARDS: I can make a motion
18 for you.

19 CHAIR CIKLIN: We need a motion for this?

20 MS. HOWARD: Yes.

21 COMMISSIONER WALDRON: I can make a motion to
22 investigate --

23 CHAIR CIKLIN: Oh, okay, okay, farming them
24 or selling them or having a third party do it or
25 whatever. Okay, all right.

1 MS. HOWARD: So you're making a motion on E.9
2 right now?

3 CHAIR CIKLIN: Yes.

4 COMMISSIONER WALDRON: Yes.

5 MS. HOWARD: Okay.

6 COMMISSIONER RICHARDS: I second.

7 CHAIR CIKLIN: And there's a second. Any
8 other discussion? All in favor? All opposed?
9 Carries, five/zero.

10 COMMISSIONER RICHARDS: I move that we
11 approve the modified E.8.

12 CHAIR CIKLIN: Okay.

13 COMMISSIONER MCARTHUR: Second.

14 CHAIR CIKLIN: All right, so second. Any
15 discussion? All in favor? All opposed? Carries,
16 five/zero.

17 Okay, so we've got E.8, we've got E.9, and
18 now we need a motion for the rest of the consent
19 agenda.

20 COMMISSIONER RICHARDS: Move approval.

21 COMMISSIONER WALDRON: Second.

22 CHAIR CIKLIN: Commissioner Richards.
23 Katherine, second. Any other discussion on consent?
24 All right, all in favor? All opposed? Carries,
25 five/zero.

1 All right, Districts reports.

2 EXECUTIVE DIRECTOR ALMIRA: I'm up.

3 Commissioners, we start with good news. I
4 would like to ask Paul Zielinski to provide us a
5 summary of Moody's latest financial ranking for the
6 Port of Palm Beach. Paul.

7 MR. ZIELINSKI: Moody's just completed its
8 annual rating of the Port's bond, and we maintained our
9 Baa3 rating. This is a medium grade bond rating. It
10 represents moderate risk.

11 The number three indicates that we're in the
12 lower third of this rated category. However, they did
13 move us from a stable to a positive outlook, and
14 usually, according to their own documentation, within
15 12 to 18 months, if our trends stay or continue to
16 grow, there is a chance we would be upgraded by the
17 agency during that period. There's no indication of
18 where it would go, but every increase that they do
19 lowers our interest cost when and if we decide to
20 return to the bond market.

21 Moody's listed our strengths as multiyear
22 contracts with the largest tenants, with minimum annual
23 revenue guarantees. In fact, 50 percent of our revenue
24 is guaranteed through our contracts. They quoted our
25 improved financial margins for the last five fiscal

1 years. They talked about a strong liquidity of over
2 800 days as support to the volatile marketplace that
3 everybody operates in. They discussed our low leverage
4 as a result of our capital investment being funded by
5 grants and Port cash. And the fact that the Port has
6 the ability, but has not used taxes is a positive.

7 Looking at our financial position, Moody's
8 rated us A3. However, inherent with the Port of Palm
9 Beach's size, which limits its diversity and its
10 ability to diversify, and because of that, our rating
11 falls to a Baa3.

12 CHAIR CIKLIN: Any questions? One thing that
13 is important is that Baa is an investment grade, which
14 is, you know, a lot of, you know, people that invest in
15 the bonds need investment grade bonds, which we fall
16 into.

17 And the second thing, I doubt -- and I don't
18 think Paul would even know this -- that there are many
19 ports in the country that have, you know, much more
20 than an A rating. I don't really think there are. So,
21 you know, counties and ports that are run by counties
22 are higher.

23 EXECUTIVE DIRECTOR ALMIRA: That's it; that's
24 it.

25 CHAIR CIKLIN: But like, you know, Port

1 Everglades and Port Canaveral is probably Baa or A. I
2 don't think it's probably any higher than that. I'm
3 not -- you know, I don't know for a fact. But it's a
4 very good rating for a port. Most ports are not, you
5 know, double or triple A like Palm Beach County. But
6 it's a very satisfying rating to know that we are an
7 investment grade, which is very important. So very
8 good.

9 EXECUTIVE DIRECTOR ALMIRA: All right, if I
10 can then continue, Commissioners, on November 17th Port
11 of Palm Beach was visited by the Eclipse. You see a
12 picture of it. This is the world's second largest
13 yacht, privately owned, of course.

14 While the Eclipse was docked at our north
15 end, Slip 1, we coordinated with Tropical Shipping,
16 whom we thank, and they allowed us to shift the yacht
17 down to the south side of the Slip Number 1 so that we
18 could make room for The World that came in on
19 December 2nd, if I'm not mistaken. The World is the
20 largest private residential ship on the planet and is
21 the first vessel of its kind where people can travel
22 the globe without leaving home.

23 We received quite a bit of press and social
24 media metrics. Palm Beach Post published an article,
25 and their Facebook posted linking to that article,

1 which received over 517 shares. Singer Island's
2 Facebook page also posted photos of The World and
3 received 91 shares, 142 likes and 44 comments.

4 Incidentally, in the event that you are
5 interested, a condominium cabin at the stern side of
6 the ship -- that's the back side -- runs over, slightly
7 over \$3 million, plus fees, tips and food costs. Any
8 takers?

9 Moving on. As scheduled, Weeks Construction
10 is performing the maintenance dredging while we speak.
11 They began on December 7th and are scheduled to
12 complete the work during the February-March timeframe.
13 We see some progress already, but it's still too early
14 to tell what stage the project is at this time.

15 Potential new business, Commissioners.
16 Members of Port staff, which included myself, visited a
17 company by the name of Landmark Precast in Homestead,
18 Florida. The company has displayed a very high level
19 of interest in establishing their business here at the
20 Port of Palm Beach. They specialize in cement cast
21 that includes artificial reefs, or as we call it, fish
22 condominiums, plus other projects.

23 We are scheduled to have final negotiations
24 with them the first week of January. Not only will
25 they be fabricating these artificial reefs, but they

1 would like to penetrate or at least study the Bahamian
2 and other central Caribbean basin markets. They feel
3 that they have the exact perfect way of making it,
4 making all the equipment and the final product.

5 Moving on. The Employee Winter Festival.
6 Our annual luncheon was held on Friday, December 8th.
7 This has become our yearly tradition. It was well
8 attended, and as the picture will show, everyone was
9 very happy.

10 Next, some of the events that are coming up
11 and have already taken place, of course, the FCBF had a
12 conference of the Americas up in Orlando. That took
13 place on December 3rd through the 5th.

14 The Democratic Club of Greater Boynton, that
15 presentation will take place on January the 8th, 2018.
16 I understand that Commissioner Waldron will be
17 attending that.

18 The Singer Island Civic Association, this is
19 an annual event, January the 9th.

20 Abacoa Owners Association. Presentation and
21 tour will be here on January 11th.

22 The ever popular AAPA Changing of Trade Lane
23 Markets up in Tampa, Florida, that is scheduled for
24 January 30th and the 31st.

25 And of course, the Florida Ports Council and

1 FSTED meeting in Tallahassee, January the 31st through
2 February 1st. I plan to attend that, of course.

3 There are some other events. The AAPA Public
4 Relations Workshop in Mobile, AAPA Smart Port, and you
5 can read the rest.

6 One point of interest, our Washington -- the
7 Florida Ports Council will be flying into Washington,
8 D.C. March 27th and 28th, and the Spring Conference
9 will be at the AAPA Spring Conference in Washington.
10 This year it's a little bit earlier. It's March 20th
11 through the 21st.

12 Now, Commissioners, before I leave, what I'd
13 like to do is I'd like to invite Aidy to come up and
14 show us the new web site. This presentation should
15 take no more than five minutes. Aidy.

16 MS. ALONZO: Thank you, Manny.

17 Good afternoon, Commissioners. Aidy Alonzo,
18 Public Relations and Media Specialist and Webmaster.

19 So our previous website, as you can see.
20 Previous design standards called for the majority of
21 elements on a website to be above the fold. As you
22 know, that's a print newspaper term.

23 Similar to the front of a newspaper, most
24 websites back in the day had all of their relevant
25 content on the upper half of the page, so once you

1 landed, you pretty much saw everything you needed to
2 see above the fold. As you can see, there were too
3 many subordinate elements in this type of layout.
4 There was a smaller text size, and the serif font in
5 all caps made it a little difficult to read.

6 So here's our new website. This design is
7 informed by a rich pallet of colors, vibrant red, a
8 deep navy, a cool gray. It's modern, it's simple, it's
9 clean, it's uncluttered, and we have clear, easy to
10 read sans-serif fonts. We have social media links at
11 the top, Facebook, Twitter and Instagram, to foster
12 connection with the community. We also have analyzed
13 the most important pages and content to feature on the
14 home page, and that's what you'll see -- quote,
15 unquote -- above the fold here. The home page is now
16 more robust. It has more content, yet it's presented
17 in an easy to navigate fashion.

18 If you direct your attention here to the
19 large screen, you can see we have graphic links and
20 icons right in the center, again directing people to
21 the most frequently used pages. We have a quick
22 overview here of the Port, with a map, some information
23 about Port statistics.

24 As you go on, you'll see that I'm scrolling a
25 lot vertically. This is, again, new, modern design.

1 Most people now are used to scrolling, especially on
2 their mobile phones and devices.

3 Here we have a quick and easy link to Board
4 meetings, cruises to the Bahamas and e-mail alerts. We
5 have about 5,000 people subscribe to our e-mail alerts.
6 We'd like to increase that and foster even more
7 engagement with the community, so we added the e-mail
8 alerts nice and plainly here.

9 You can connect with us on Instagram. Even
10 if you don't have a log-in, you can still see all the
11 pictures that I post on Instagram. For example, here
12 it leads you right to Instagram. You don't have to log
13 in, and you'll be able to see the picture larger, with
14 caption and the metrics.

15 As we scroll down, you'll see featured news.
16 Here we talk about the Grand Celebration setting sail
17 this Saturday with its new enhancements, and also the
18 second ship being named. And here we can put press
19 releases. We can also link to other articles, for
20 example, the one in the center about Palm Beach County
21 Cares. That was a Palm Beach Post article.

22 As we scroll down, you see the calendar here,
23 and we're also linking to Discover the Palm Beaches and
24 a video featuring our community, Riviera Beach and
25 Singer Island.

1 And then at the bottom we have a nice, robust
2 footer. Again, if you didn't find what you needed at
3 the top of the website, chances are it's here in the
4 footer, and this will direct you to more pages. We
5 even have a link to TSA Pre-Check, Global Entry, and
6 again, Discover the Palm Beaches.

7 If we go to one of the interior pages, for
8 example, parking information is one of the most visited
9 sites. Of course, the cruise passengers want to know
10 when they get here what's the easiest way to park.

11 You'll see that there's a nice, large,
12 dominant photo. If I were to refresh this page, you'll
13 see that the dominant photo will change. So with every
14 visit to the page or every visit to the interior page,
15 you'll see another stunning photo by
16 Photographer/Captain Kimo.

17 We have a nice clean sidebar, easier to read
18 fonts on the interior pages, and again, links to some
19 of the most important content and a robust footer, so
20 if you didn't find what you needed on that page,
21 hopefully you can be directed to more content within
22 the web site.

23 Thanks to the team at CivicPlus, our partners
24 in our website. This launched on December 7th. In the
25 coming weeks we'll focus on optimizing the mobile

1 version of the site, adding more stunning photos from
2 Captain Kimo, and further improving the layouts and the
3 content.

4 COMMISSIONER WALDRON: It's great.

5 CHAIR CIKLIN: Very nice.

6 COMMISSIONER RICHARDS: Yes.

7 MS. ALONZO: Thank you very much,
8 Commissioners.

9 CHAIR CIKLIN: Any questions?

10 COMMISSIONER WALDRON: I had a question. So
11 how does that -- so if you're looking at it from your
12 mobile phone, does that adjust? Is it mobile friendly?

13 MS. ALONZO: Yes, it is mobile friendly. The
14 dominant photo, because it's so wide and so stunning,
15 it needs a little bit more programming on CivicPlus'
16 side, so we're working to optimize to make sure that
17 that photo looks the best on cell phones.

18 COMMISSIONER WALDRON: The photos look great,
19 fantastic, yes.

20 MS. ALONZO: Thank you.

21 COMMISSIONER WALDRON: Thank you.

22 MS. ALONZO: Thank you.

23 CHAIR CIKLIN: Any other questions? Okay,
24 thank you very much. Good job.

25 MS. ALONZO: Thank you.

1 EXECUTIVE DIRECTOR ALMIRA: If I could,
2 please, my presentation --

3 CHAIR CIKLIN: All right.

4 COMMISSIONER WALDRON: Can I ask a question?

5 CHAIR CIKLIN: Yes, you may.

6 COMMISSIONER WALDRON: I had a question about
7 the Landmark Precast.

8 EXECUTIVE DIRECTOR ALMIRA: Yes.

9 COMMISSIONER WALDRON: So where would they be
10 located if they were to --

11 EXECUTIVE DIRECTOR ALMIRA: You won't be able
12 to see it, but what is commonly known as the horn area
13 where the two rails meet.

14 COMMISSIONER WALDRON: Okay.

15 EXECUTIVE DIRECTOR ALMIRA: They're not
16 looking for a huge footprint. They're looking for, you
17 know, something a little less, maybe 100 square feet or
18 so. So that's why it attracts us even more, because we
19 can compact this type of business and yet still have
20 available land for other.

21 COMMISSIONER WALDRON: And do you have any
22 idea how many employees there would be?

23 EXECUTIVE DIRECTOR ALMIRA: They did mention
24 this. I think they said anywhere between eight to ten,
25 I believe. And this is part of the questions that

1 we'll have for you, or we'll have the answers to in
2 January.

3 COMMISSIONER WALDRON: Okay, thanks.

4 EXECUTIVE DIRECTOR ALMIRA: Thank you.

5 CHAIR CIKLIN: Okay, engineering.

6 MR. SOLER: Good afternoon, Commissioners. I
7 will present the engineering report.

8 We'll start off with the Berth 17 project.
9 You might as well remember on the last Board meeting we
10 had an update from the contractor indicating that the
11 substantial completion of the berth, the water side of
12 the berth would be completed by December the 9th. As
13 we all probably expected, the date was not met.

14 The activities as we speak right now, the
15 bulkhead on the north is already completed, but the
16 repairs on the water side are still to be done. Even
17 though they're already doing the drilling and
18 installing the hardware for the fenders, they haven't
19 completed the repairs on the surface of the concrete
20 area. So the north side has not been completed yet.

21 On the west side the bulkhead has been
22 completed and they are in the process of installing the
23 fenders for when the vessels come in, just to protect
24 the structure.

25 On the south side the structure is already

1 completed. They haven't installed the fenders yet.
2 All the drilling for the fenders has been completed
3 also, but they're still to complete the connection
4 between the north bulkhead and the existing structure
5 for FP&L.

6 Our biggest concern right now is the
7 structures in the water side. We have three dolphin
8 structures that extend from the edge of the bulkhead,
9 50 feet apart each, with the farthest one to be 150
10 feet out, and as of today, we have only had approval
11 for finishing the construction of the structures for
12 the inner and middle structure dolphin.

13 The farther one outside, which is the one on
14 the east, as of today, we receive information from
15 AECOM that the piles did not meet the criteria. For
16 that I mean that the compression requirements for the
17 piles were not met based on the tests that were done to
18 the piles. We're getting 25 percent less of the
19 capacity of the piles.

20 So as of today, it looks like the dolphin
21 structure will require a redesign. Two options have
22 been mentioned, probably adding two additional piles or
23 adding more length to the existing pile in order to
24 drive them deeper. As of today, we don't know what the
25 answer will be. AECOM is still in the process of

1 analyzing the structures. But that's the information
2 that we have today.

3 COMMISSIONER RICHARDS: Mr. Chairman.

4 CHAIR CIKLIN: Go ahead.

5 COMMISSIONER RICHARDS: What is your
6 professional belief as to why that easternmost dolphin
7 is not meeting our requirements?

8 MR. SOLER: The design of the dolphin
9 structures -- I mean the piles is based on the
10 information that we gather from borings. When we do a
11 boring, we gather the existing material that we have
12 there, and we analyze it.

13 COMMISSIONER RICHARDS: Correct.

14 MR. SOLER: Obviously, borings are references
15 in the location that they were performed. We don't
16 have an exact boring in the exact location of the
17 dolphin structure. That would be something that we
18 have to look at. But on the other hand, the
19 decompression would mean that the capacities that we're
20 getting from the piles are real less than were
21 expected.

22 So at this point, they have to go back to
23 redesign and find out why we are so far away from the
24 expected capacities of the piles. Most of the time we
25 were real close, and some adjusting can be done --

1 COMMISSIONER RICHARDS: But it's far away.

2 MR. SOLER: Yes, it's 25 percent less than we
3 were expecting for each pile.

4 CHAIR CIKLIN: So you're saying we could
5 possibly go deeper and have to add, of course, length,
6 and then go deeper, or how would you --

7 MR. SOLER: In order to go deeper, that will
8 require to fabricate more piles, bring it in, weld it
9 to the existing one, and then keep driving them. If
10 the other option is to add additional piles, that will
11 mean we have to drive two additional piles, but that
12 probably requires to increase the dimensions of the
13 dolphin structure, which would mean additional rebar,
14 additional concrete.

15 COMMISSIONER RICHARDS: Would that be in the
16 immediate vicinity or further out?

17 MR. SOLER: It should be in the vicinity.

18 COMMISSIONER RICHARDS: To support the --
19 okay.

20 MR. SOLER: Correct. Those are the two
21 options that were mentioned by AECOM today. We don't
22 know which one is going to be the final one.
23 Obviously, this just happened today.

24 If we forget about that structure and we just
25 think about the ones in the middle and the inner one,

1 even though those piles were already approved, the
2 contractor hasn't even started yet designing the forms
3 yet, so they were late anyway. But now we have this
4 bad news in terms of the design of that dolphin.

5 COMMISSIONER WALDRON: So --

6 CHAIR CIKLIN: Go ahead, Katherine.

7 COMMISSIONER WALDRON: How much of a delay
8 would this be, does this mean?

9 COMMISSIONER RICHARDS: Significant.

10 MR. SOLER: If we have to fabricate
11 additional piles, that probably will have between three
12 or four weeks just for fabrication, and then to deliver
13 to the project and then the installation. So we're
14 thinking about probably two additional months.

15 So where we are right now, these are the
16 items that are being performed. The red items are the
17 piles. So right now the three dolphin structures that
18 you see in the monitor, the one further down, which is
19 the farthest from land, that's the one that we don't
20 have approval to build the structure yet because of the
21 piles.

22 COMMISSIONER MCARTHUR: Excuse me, José.

23 MR. SOLER: Yes.

24 COMMISSIONER MCARTHUR: On the easternmost
25 dolphin, the third one, will you be able, in dealing

1 with AECOM and the contractor, will you be able to
2 determine what happened to cause the third one not to
3 meet the standard?

4 MR. SOLER: Yes, that's what we're working on
5 right now.

6 COMMISSIONER MCARTHUR: I know, but --

7 MR. SOLER: We have to go back to the design,
8 find out --

9 COMMISSIONER MCARTHUR: But you will be able
10 to find out what or who is responsible for that?

11 MR. SOLER: Sure, we should be able to know.

12 COMMISSIONER MCARTHUR: Any idea how long
13 that will take?

14 MR. SOLER: Hopefully we have more
15 information by the next week.

16 COMMISSIONER MCARTHUR: Thank you.

17 CHAIR CIKLIN: Jean.

18 VICE CHAIR ENRIGHT: I guess my question is
19 at the cost of what and who will pay for it?

20 EXECUTIVE DIRECTOR ALMIRA: Commissioner, we
21 can't hear you.

22 VICE CHAIR ENRIGHT: I was concerned about
23 the cost and who is going to pay for it.

24 MR. SOLER: Obviously, additional pile will
25 be additional cost to the project, and probably the

1 rebar will change the dimension of the structure. We
2 change those, that's additional cost in terms of
3 concrete, and most of all, additional time. That will
4 mean that if the contractor have to keep their
5 equipment there while the piles are fabricated and
6 shipped to the project, that will mean more time in
7 terms of rental of equipment.

8 It's still to be determined what the issue
9 was and why the piles did not make criteria, so we will
10 determine. Once we know what happened, we'll know what
11 we have to pay and who is responsible for the
12 additional cost.

13 CHAIR CIKLIN: Yes, I think the main thing is
14 we want to get the project done --

15 MR. SOLER: Correct.

16 CHAIR CIKLIN: -- and then we'll worry about
17 whose fault and whose problem and whatever when it's
18 done, so --

19 MR. SOLER: Correct.

20 CHAIR CIKLIN: So keep on moving forward, and
21 you know, just do what we have to. I know that -- I
22 see Dave Mock's here, and he's going to be kind of
23 looking in on it too, so we appreciate that.

24 MR. SOLER: Yes, we already discussed,
25 provided Dave the information, so he'll be also --

1 CHAIR CIKLIN: Good.

2 MR. SOLER: -- look into it.

3 CHAIR CIKLIN: Good.

4 MR. SOLER: So as we speak, the activities
5 that need to be performed, we need to build up the
6 dolphin structure, obviously neglecting the one on the
7 eastern side. We have to remove the sheet pile which
8 is still in place, but the dredging inside the berth is
9 completed. We have to do -- the contractor had to
10 complete the connections on the north side with the
11 Slip 3 bulkhead and on the south side with FP&L and
12 then install the fenders and do the upland of the work,
13 which it will be to complete the surface, stretching
14 from the berth all the way down to the sugar building.

15 CHAIR CIKLIN: Okay.

16 MR. SOLER: Do you have additional questions
17 regarding Berth 17?

18 CHAIR CIKLIN: Any questions? No, that's it.

19 MR. SOLER: Berth 1. During the month of
20 November, CH2M Hill performed an underwater inspection
21 of the berth bulkhead. The report already came back.
22 We can see that some of the H-piles installed in the
23 bulkhead have lost some of the thickness of the flange,
24 and we have seen some rebar exposed on the bulkhead of
25 the structure.

1 After the report has been completed, they
2 have three recommendation. Basically, the overall
3 rating of the bulkhead is poor. If we compare that to
4 the 2015 report, which was fair to poor, means that the
5 overall rating went down in the last two years.

6 The basic recommendation from CH2M Hill is
7 that within the next year, we have to repair ten
8 openings in the sheet pile. And by that, I mean we
9 have some openings where the backfill of the sand is
10 migrating out of the sheet pile, so we have to fix
11 those ten locations. And we have to weld additional
12 plates to the flanges of two of the H-piles in the
13 structure. That's a recommendation for them to do in
14 the next year.

15 In addition to that, they recommend that the
16 bulkhead should be reconstructed in the next three
17 years. The Port already has a future project in which
18 we're going to rebuild Berth 1, and it's already built
19 into the contract with Berth 1 International, which is
20 the new tenant that we have in Berth 1, and we should
21 be able to start construction by April 2019. That
22 would be within the three years that they're
23 recommending.

24 Even though we're planning on doing a new
25 project there, we still have to engage in the repairs

1 that need to be done in the next year in order to
2 maintain the sheet pile in the best condition so the
3 Berth 1 tenant can continue to work in that area.

4 So this is the report. Additional questions?

5 CHAIR CIKLIN: Any other questions?

6 COMMISSIONER RICHARDS: Manny, what do we
7 have in our capital plan for Berth 1?

8 EXECUTIVE DIRECTOR ALMIRA: We are going to
9 replace the sheet piles from end to end.

10 COMMISSIONER RICHARDS: Okay.

11 EXECUTIVE DIRECTOR ALMIRA: I think the cost
12 is 1.8? The cost?

13 MR. BAKER: Yes.

14 EXECUTIVE DIRECTOR ALMIRA: So about
15 \$1.8 million. And we should have that money, no?

16 MR. ZIELINSKI: (Nods head.)

17 EXECUTIVE DIRECTOR ALMIRA: We have the
18 money.

19 COMMISSIONER RICHARDS: It's already in
20 there. Thank you.

21 EXECUTIVE DIRECTOR ALMIRA: We got it.

22 MR. ZIELINSKI: (Nods head.)

23 CHAIR CIKLIN: Okay, any other questions?

24 EXECUTIVE DIRECTOR ALMIRA: And with the
25 vending machines, we're going to --

1 CHAIR CIKLIN: All right, all right. Thank
2 you, José. You've got something else? Next.

3 MR. SOLER: Yes, MOB. December the 1st we
4 received the 35 percent delivery package from CH2M
5 Hill. On December the 6th we had a -- we engaged in a
6 coordination meeting. We went through the drawings.
7 We sent the comments to CH2M Hill, and they're back
8 again at the drawing board, and they're working on the
9 65 percent deliverable package. We will have that 65
10 percent by the end of January and should be able to go
11 to the final 100 percent design by the end of February.

12 So at this point, we're still in the
13 estimated target of getting the project to be in the
14 process of bidding, awarding and being in construction
15 by the end of June 2018, as we agreed upon in the
16 agreement with Tropical.

17 And main rail. In October we got an approval
18 from the Board to award the construction project to
19 González & Son, which was the lowest bidder. The
20 contract was already executed. We already received the
21 insurance and all the requirements documented that are
22 required for the contract, and we are notifying that
23 the project will start in January 2nd.

24 The construction, expected construction time
25 is 220 days, so it should be completed by August 21st.

1 So that will be the next -- the first project that
2 we'll start next year. Details, we're going to install
3 around 2,000 linear feet of new rail. We have three
4 new switches, three new turnouts, and we are going to
5 install two new gate arms in the crossing between the
6 rail and the Avenue E.

7 CHAIR CIKLIN: Anybody have any questions?
8 Okay, thank you.

9 EXECUTIVE DIRECTOR ALMIRA: Thank you, José.

10 CHAIR CIKLIN: Mr. Pinsky.

11 MR. PINSKY: Chairman, Commissioners, Richard
12 Pinsky. Really, a very brief report today.

13 Chairman, you may not have recognized
14 Councilman T. D. Davis from Riviera Beach came in a
15 moment ago.

16 And January 9th starts session. I will be up
17 there January and February. So I know you're probably
18 disappointed, but you won't see me in the January
19 meeting or the February meeting. But we'll be back for
20 the March meeting, hopefully with no extended sessions.

21 There will only be 38 senators instead of the
22 usual 40. Lake Worth, Palm Beach County is going to be
23 missing Senator Jeff Clemens' seat. Won't be seated in
24 time, really, for anything meaningful in session. And
25 then most recently, Senator Latvala has resigned, so

1 the Republicans lose one, the Democrats lose one,
2 although the Democrats picked up a seat in Miami-Dade
3 County at the resignation of Senator Frank Artiles. So
4 the Senate makeup will be 23 Republicans, 15 Democrats.
5 House will pretty much be the same.

6 But you all have the bills in front of you
7 that I distributed that we are tracking on behalf of
8 the Port. You'll notice some other ports have projects
9 that they have requested funding for, and so if you do
10 have any questions on any bills, I can answer it now or
11 any time. I'm happy to accommodate.

12 CHAIR CIKLIN: Any questions?

13 All right, thank you.

14 MR. PINSKY: Thank you. Merry Christmas to
15 all of you.

16 CHAIR CIKLIN: Thank you.

17 EXECUTIVE DIRECTOR ALMIRA: Are you ready for
18 a Peanut Island update?

19 CHAIR CIKLIN: Old business.

20 EXECUTIVE DIRECTOR ALMIRA: Yes. All right,
21 Commissioners, since our last Board meeting, we have
22 successfully installed a security system that
23 immediately notifies our Director of Operations if
24 anyone enters the premise. It is monitored 24 hours a
25 day, seven days a week.

1 He gave me a little demonstration, and if you
2 have the time, ask him. He will be able to see anybody
3 that's just walking by, and then can say a couple of
4 things; and he has, in fact. We'll get into that later
5 when you get older.

6 Additionally, both Ken Hern and Karen Marcus
7 visited Peanut Island about now two weeks ago so that
8 she was able to see the conditions in which the
9 buildings were left after the Museum folks left. From
10 what I've been told, it's going to take a significant
11 amount of manpower to remove the random junk and have
12 it transported to the nearby dump. We will be
13 requesting the County to utilize one of their landing
14 vessels so that, again, all of this residue can just be
15 there, bring it through the Port and eventually onto a
16 truck to a final destination.

17 Lastly, with regard to the Peanut Island, I
18 did speak with Eric Call. He notified me that he, the
19 County, has engaged a company called Weeks
20 Construction, which is a local company. They will be
21 performing the structural inspection, which should be
22 completed by next week. They were supposed to have
23 been out there last week, but unfortunately, they were
24 not.

25 With that, Commissioners, all I can say is we

1 keep monitoring, and every chance that we get, we do
2 remind Ms. Verdenia Baker that it is a wise move to
3 have Peanut Island under the County.

4 Are there any questions?

5 CHAIR CIKLIN: Questions? No? Okay.

6 Thank you.

7 EXECUTIVE DIRECTOR ALMIRA: Thank you.

8 MR. BAKER: Commissioners, Carl Baker,
9 Director of Planning. I would like to talk about the
10 CCNA proposal and evaluation and selection.

11 A little history on how we got to this point.
12 The Request for Qualifications was published back in
13 early October. There were three separate RFQs that
14 went out. One was for a work of a specified nature,
15 which is essentially anything you can think of, then
16 for professional services specifically for projects
17 under \$2 million, and then for study activities where
18 the fee for such professional services does not exceed
19 \$200,000.

20 Everything was due on the 6th of November.
21 The below is a list of the companies that submitted for
22 the various RFQs. Two things should be noted here.
23 And these companies are listed in alphabetical order.
24 Two things should be noted. AECOM only submitted a
25 proposal for work of a specified nature, and ECS

1 Florida only submitted a proposal for professional
2 services for the under \$2 million projects.

3 The selection committee was given the review
4 sheets for individual markup, and then the selection
5 committee reviewers assigned their own point value to
6 the criteria that was listed in the RFQs. Everything
7 was -- then they went through and presented their
8 findings at a public presentation on December the 1st.

9 So the Board has previously been given the
10 proposals and the selection committee's review sheets,
11 so the Board, based upon your own selection criteria
12 and review sheets, is requested to select companies
13 that they wish to receive presentations from that will
14 be able to provide the specified services and determine
15 the type and how long those presentations will be when
16 they are presented at the January Board meeting.

17 And then upon selection of the firms for the
18 three categories for the CCNA, the Commissioners will
19 authorize the Executive Director to negotiate a
20 continuing engineering contract with each first place
21 company. This is standard, like we've always done it.
22 And then at the February meeting, the Executive
23 Director will come back to the Board and request
24 ratification of the contracts.

25 So having said all of that --

1 EXECUTIVE DIRECTOR ALMIRA: Any questions?

2 MR. BAKER: Yes, the first thing that we
3 would request that the Board do is determine how many
4 companies that you'd like to receive presentations
5 from.

6 CHAIR CIKLIN: Well --

7 COMMISSIONER WALDRON: For each of the three?

8 MR. BAKER: For each of the three. This does
9 not necessarily mean you're going to receive nine
10 presentations.

11 COMMISSIONER WALDRON: Okay.

12 COMMISSIONER MCARTHUR: And I noticed when I
13 was going through that very large box that the
14 proposals for each of the three categories were really
15 the same.

16 MR. BAKER: That is correct.

17 COMMISSIONER MCARTHUR: So assuming that
18 would be the same case, it doesn't seem really
19 necessary to have a second presentation three times.

20 MR. BAKER: Absolutely.

21 COMMISSIONER MCARTHUR: So personally, I
22 would like to limit it to no more than three.

23 CHAIR CIKLIN: Maximum.

24 COMMISSIONER WALDRON: Yes, I agree with
25 that.

1 CHAIR CIKLIN: And one other thing, Carl,
2 tell the Board about our discussion about what we think
3 they should present at this instead of the usual dog
4 and pony show.

5 MR. BAKER: Traditionally, companies have got
6 up and done their presentations, and they've talked
7 about how great they are. And personally, do we really
8 care which school their engineer went to other than the
9 University of Florida?

10 COMMISSIONER MCARTHUR: Thank you.

11 MR. BAKER: So instead of the fluff, that you
12 normally get from a presentation, perhaps we could do
13 it slightly differently this time and have the
14 companies come up and present, say, tell us about the
15 last three projects you did that would be similar to
16 projects you would do at the Port of Palm Beach. Tell
17 us what went well, tell us what didn't go well, tell us
18 if you had any cost overruns, tell us how many change
19 orders you had. That's an example.

20 COMMISSIONER MCARTHUR: Carl, are you reading
21 my notes?

22 MR. BAKER: No, sir.

23 COMMISSIONER MCARTHUR: What I had on mine:
24 The fancy book bios were nice, but when you do your
25 presentations, I would like information on your

1 performance, the names and backgrounds of the
2 individuals who are going to be on the ground doing the
3 day-to-day oversight on projects, recent experience in
4 marine or port construction and your corresponding
5 record of change orders on and under budget, on or over
6 the timeline, which is basically the same thing you
7 said.

8 But I mean the pictures and where they went
9 to school and -- like for instance, I'm very concerned
10 about diversity. They all, you know, some to a greater
11 degree, but they all had diversity. I mean what we
12 really want to know is performance, at least I mean
13 that's what I want to know, and the University of
14 Florida, of course.

15 VICE CHAIR ENRIGHT: Mr. Chairman.

16 CHAIR CIKLIN: Go ahead.

17 VICE CHAIR ENRIGHT: I guess when you say
18 three, I was thinking more of four, because if you say
19 three, then you might have two or three companies in
20 the first batch, and then in the next batch you might
21 have different companies. And when you say three,
22 you're talking about three different companies, the
23 three same companies? I was thinking more of four, so
24 I --

25 COMMISSIONER WALDRON: There would only be

1 three in each category, assuming there'd be some
2 overlap, right?

3 COMMISSIONER MCARTHUR: Each company will
4 only make one proposal, whether they're --

5 VICE CHAIR ENRIGHT: Right.

6 COMMISSIONER MCARTHUR: -- applying for three
7 or whether they're applying for one.

8 COMMISSIONER WALDRON: So all but two applied
9 for all three, so --

10 COMMISSIONER MCARTHUR: Right.

11 COMMISSIONER RICHARDS: Mr. Chairman.

12 CHAIR CIKLIN: Go ahead.

13 COMMISSIONER RICHARDS: Two things I wanted
14 to say. The first is procedural. We were given a
15 chart that we can use if we so choose to fill in, and I
16 thought that made sense, because it would allow us to
17 select the firms that we wished to hear -- from which
18 we cared to hear. You would then give that to staff,
19 and staff could then say, well, the good news is these
20 three received most of the votes or these four or these
21 two, and that might be helpful. So I think that's a
22 good way to go procedurally.

23 But piggybacking to some degree off what
24 Commissioner Peyton McArthur said, I want to spend
25 about 30 seconds and read portions of an article in

1 today's newspaper, please. This is a study that was
2 done by Palm Beach County at the urging of some of
3 their Board members. I'm just going to read some of
4 the highlights briefly.

5 Firms owned by minorities and women got only
6 a sliver of the contracts their presence in Palm Beach
7 County suggests they should have received, according to
8 a countywide study Commissioners received Tuesday.
9 Women and minority business owners have long complained
10 they have not been getting their fair piece of the
11 contracting pie.

12 Black owned firms got 10.7 percent of prime
13 construction contracts. However, that was -- but they
14 received less than one percent of the total value, the
15 financial value of those contracts. So the 10.7
16 percent means nothing. They received less than one
17 percent of the money.

18 Hispanic firms received eight percent of the
19 contracts, but received 5.8 percent. So between black
20 or African American and Hispanic, only 6.8 percent.
21 When I think -- I'm not giving the numbers again, but
22 those are very low.

23 So when I went through these books -- all of
24 them, and most of them, they were all the same for the
25 most part -- I determined in my mind which firms I

1 thought were either nonresponsive or at the bottom. I
2 then said, okay, these two or three or these four
3 firms, in my mind, can all do the work. And now I want
4 to hear from them what they're going to do to ensure
5 that minorities get a sizable portion of the pie.

6 I'm one vote. But make it very clear, I'm
7 going to listen. And for those who don't give a good
8 response, I'm going to vote accordingly. I'm going to
9 do my best. And I really hope that my colleagues do
10 the same. Less than one percent is horrific. I'm
11 embarrassed to say I'm a Palm Beach County resident.

12 So once we determine that these two or these
13 three or these four firms can do the work, those firms
14 need to make it very clear to me, and I hope my Board,
15 what they're going to do. And I read all the books.
16 I'm an engineer and a lawyer. I read the books. I
17 enjoy reading.

18 The comments were -- some of them were quite
19 general, we're going to do our best, we're going to
20 look and see, we're going to do our best. Some had a
21 couple faces. I was surprised to see some of their
22 faces. I go: Who is this person here? I know this
23 person. They don't do this work.

24 So I don't want fluff. I want to see
25 minorities that can actually do the work and will get

1 the money, the work and the money. Thank you for your
2 time.

3 VICE CHAIR ENRIGHT: Mr. Chairman.

4 CHAIR CIKLIN: Go ahead.

5 VICE CHAIR ENRIGHT: I just want to add to
6 that by having the opportunity to select three in three
7 different categories, this gives the Port of Palm Beach
8 the chance to look at companies that we have not even
9 had an opportunity to receive applications from. And
10 it would also open the door, because it's on the street
11 that we just use the same old big boys over and over
12 and over, and none of the little guys never get an
13 opportunity.

14 Now, this is our chance, our time to make a
15 difference, because even though we might select the big
16 company, hey, what kind of work have we been getting
17 from some of these big companies? Let's get real.
18 They make mistakes. We come back with all the change
19 orders. I mean the same thing can happen with little
20 companies, but we at least need to open our eyes and
21 not keep going back to the same old, same old, and
22 spread the wealth. I mean because little companies,
23 they don't have the resources. But now we can let them
24 in somewhere. Thank you.

25 CHAIR CIKLIN: Before we get going, we had a

1 card from Jerold Parrott wanting to speak on this
2 matter.

3 MR. PARROTT: Good afternoon, Commissioners.
4 This is perfect timing. What I wanted to do is I know
5 you guys are going to have the ability to listen to the
6 presenters later. What I wanted to do is come and talk
7 to you guys today. I work for one of the companies
8 that was listed. We submitted, and we ended up low on
9 the list. And our fear was that we weren't going to
10 get an opportunity to then present ourselves.

11 What we have now in the discussion on the
12 table and the discussion all around Palm Beach
13 County -- Commissioner Richards eloquently just brought
14 it up -- was the disparity study talk that goes on.
15 Well, we presented ourselves as a local minority firm,
16 full service engineering firm, capable of doing the
17 work, and as I'm listening to you guys limit the amount
18 of speakers that you guys want to have, what it does to
19 me is it tells me that then you guys are going to then
20 put yourselves in the same predicament you were all the
21 time, and that's giving the work to the big boys.
22 There are some fine, there are some very fine
23 engineering firms, minority, women based firms that can
24 do the work.

25 I too myself grew up and cut my teeth in Palm

1 Beach County in the engineering field with several
2 projects here at the Port. The chiller pan for this
3 cruise -- for this building is my design. The gangway
4 A/C was my design. I replaced the two chillers on the
5 MOB building. I know you guys are tearing those down.

6 But there's talent out there on the street,
7 and there's talent out there that's coming from firms
8 that you're not used to hearing. And I would ask you
9 to give multiple, multiple, multiple individuals that
10 applied, go deep into that list and allow individuals
11 to come present themselves and let us tell you what
12 we've been doing over the past couple of years and tell
13 you how we can help and serve the Port. Thank you.

14 CHAIR CIKLIN: Thank you.

15 All right, Carl, what do you want --

16 MR. BAKER: So Commissioners, on the dais in
17 front of you, you have a sheet that looks like this.
18 And it's the score sheet, and it's for all three
19 criteria -- or excuse me, all three RFQs. It's the
20 professional services, which is the first column. The
21 second column is for work of a specified nature, and
22 the third column is for companies for study activity,
23 not to exceed \$200,000.

24 What we would request is that, (a), once
25 you've determined how many companies you would like to

1 present, put a checkmark by that company's name in each
2 one of the boxes. We're not asking you to rank them or
3 rate them. All we need is a checkmark that says I
4 would like to receive a presentation from that company.
5 So if we've got Easy Engineering is a -- has submitted,
6 and they're in all three categories, and you'd like to
7 hear from Easy Engineering, just put a checkmark next
8 to their name.

9 COMMISSIONER RICHARDS: Mr. Chairman.

10 CHAIR CIKLIN: Yes.

11 COMMISSIONER RICHARDS: One of the firms that
12 has responded has done work here. Many of them work
13 here, but one of them I have questions regarding past
14 work. I don't want to bias anything here.

15 Let me ask counsel. Would it be appropriate
16 at this time to direct my question to one of the firms
17 that has responded regarding their past work? There
18 was an issue with it that I recall. I've been here for
19 a few years. Is it appropriate for me, in this public
20 meeting, to ask that question? I would think so, but
21 I'll --

22 MR. PICKEN: As to any matter that may
23 currently be in litigation --

24 COMMISSIONER RICHARDS: No.

25 MR. PICKEN: -- or work that's currently

1 going on?

2 COMMISSIONER RICHARDS: No, there's no
3 litigation, no anticipated. I think it's been behind
4 us sufficiently.

5 MR. PICKEN: So I think you can ask that
6 question. But the presentations and the decision
7 making is in January. This is just --

8 COMMISSIONER RICHARDS: I understand.

9 MR. PICKEN: -- who you want to hear from.

10 COMMISSIONER RICHARDS: I'm considering if
11 I'm going to put a check by that name. I'll hold off,
12 because -- I'll hold off.

13 VICE CHAIR ENRIGHT: There are two companies;
14 there are two companies.

15 CHAIR CIKLIN: Yes, I think that's better.

16 COMMISSIONER RICHARDS: I'll hold off. Thank
17 you.

18 CHAIR CIKLIN: All right, so the question
19 that I have, so say if -- we still don't know how many
20 companies. So if some of us pick one or two, see,
21 that's the question I don't have. I mean say one of
22 these firms gets one check, how are we going to decide
23 on --

24 MR. BAKER: Well, what's going to happen is
25 once everybody has put down their checkmarks from the

1 companies they'd like to receive presentations from,
2 the clerk will come around, pick up your sheets,
3 they'll take them over there, and the clerk and Tacaria
4 will score and check them.

5 CHAIR CIKLIN: Right.

6 MR. BAKER: And then the clerk will read off
7 the names of the companies in alphabetical order of who
8 you would like to receive presentations from.

9 CHAIR CIKLIN: So how about -- but are we
10 going to know like how many people selected them, or
11 like one person picks one, just one, votes for one of
12 the companies, do they get to come to the next meeting
13 just because they got one vote?

14 MR. BAKER: Well, I mean again, it's the
15 Board's determination how many companies you're going
16 to receive presentations from.

17 COMMISSIONER RICHARDS: I think staff would
18 tell us that for of a specified nature, firm A received
19 three, firm B received five, and then we can then make
20 a decision.

21 CHAIR CIKLIN: Okay, then we can make it, see
22 how many we want.

23 COMMISSIONER RICHARDS: Correct, correct.

24 CHAIR CIKLIN: Okay. Is that good for
25 everybody?

1 COMMISSIONER WALDRON: So we're going to rank
2 them --

3 MR. BAKER: No, ma'am, you're not ranking.
4 All you're doing --

5 COMMISSIONER WALDRON: Check off the top --

6 COMMISSIONER MCARTHUR: Just a check.

7 MR. BAKER: -- is check who you would like to
8 receive a presentation from.

9 CHAIR CIKLIN: It could be one check, two
10 checks, three checks, four checks? It could be
11 anything you want, really, right?

12 COMMISSIONER MCARTHUR: Yes, I guess.

13 COMMISSIONER RICHARDS: Just check.

14 COMMISSIONER MCARTHUR: Just check.

15 CHAIR CIKLIN: Check.

16 MR. BAKER: Yes, sir.

17 EXECUTIVE DIRECTOR ALMIRA: All right, you
18 can start. Ladies, you can start.

19 COMMISSIONER RICHARDS: Whoever's finished
20 first gets a star.

21 COMMISSIONER MCARTHUR: You already finished.
22 I object.

23 COMMISSIONER RICHARDS: Thank you.

24 VICE CHAIR ENRIGHT: So we can check more
25 than three times?

1 CHAIR CIKLIN: Sure.

2 (Discussion held off the record.)

3 MR. BAKER: Commissioner McArthur, to answer
4 your question, there's one -- and we can do this while
5 they add. I have one remaining question. How long
6 would you like the presentations to be?

7 CHAIR CIKLIN: A couple hours each.

8 COMMISSIONER RICHARDS: Ten minutes.

9 VICE CHAIR ENRIGHT: Five minutes.

10 CHAIR CIKLIN: Ten? Ten to 15, yes.

11 VICE CHAIR ENRIGHT: Ten? That's fine.

12 CHAIR CIKLIN: Well, let's find out how many
13 firms first. We'll see how many --

14 MR. BAKER: Yes, sir. But that's -- so
15 that's the remaining question. And indeed, my
16 understanding is you do wish to receive a presentation
17 on past performance, work, budgets.

18 CHAIR CIKLIN: Yes.

19 COMMISSIONER MCARTHUR: And minority --

20 MR. BAKER: And minority participation and
21 whether or not they attended the University of Florida.

22 VICE CHAIR ENRIGHT: Let me ask you this. We
23 can also select a different firm for each section,
24 right?

25 MR. BAKER: Yes.

1 COMMISSIONER RICHARDS: Yes.

2 VICE CHAIR ENRIGHT: Okay, that'll be good
3 too. We need to spread the wealth.

4 (Discussion held off the record.)

5 MS. HOWARD: For the projects under
6 \$2 million, the results reflect, in alphabetical order,
7 that the firms that will be making the presentations at
8 the January Board meeting are as follows: Bermello,
9 Ajamil & Partners, HDR, Inc. and Kimley-Horn.

10 VICE CHAIR ENRIGHT: Wait a minute, hold on.

11 CHAIR CIKLIN: Aren't you supposed to just
12 tell us how many --

13 COMMISSIONER RICHARDS: Yes, how many votes.

14 CHAIR CIKLIN: -- how many each got? Isn't
15 that the -- just name them and then tell us how many
16 people -- isn't that how we were supposed to do it?

17 COMMISSIONER RICHARDS: Yes.

18 CHAIR CIKLIN: Unless we just changed it.

19 EXECUTIVE DIRECTOR ALMIRA: Go ahead. No,
20 no, no.

21 MS. HOWARD: Okay, Bermello received three
22 votes, HDR received three votes, and Kimley-Horn
23 received four votes.

24 For work of a specified nature, the ones that
25 will be presenting are Bermello receiving two votes,

1 HDR receiving three votes, and Kimley-Horn receiving
2 four votes.

3 For study activity not to exceed 200,000,
4 Bermello received three votes, Kimley-Horn four votes,
5 and HDR three votes.

6 COMMISSIONER MCARTHUR: Could you repeat that
7 last one?

8 MS. HOWARD: Sure. Bermello received three
9 votes, Kimley-Horn received four votes, and HDR
10 received three votes.

11 MR. PICKEN: I see someone pointing to --
12 Greg Picken, Port Counsel, with Gary, Dytrych & Ryan.
13 I see someone pointing at me from the dais. And that
14 would fulfill the requirement that we have three firms
15 for -- the first was?

16 MS. HOWARD: Bermello.

17 EXECUTIVE DIRECTOR ALMIRA: Under \$2 million.

18 (Discussion held off the record.)

19 VICE CHAIR ENRIGHT: Mr. Chair --

20 CHAIR CIKLIN: Go ahead.

21 VICE CHAIR ENRIGHT: -- I have a question.

22 CHAIR CIKLIN: Go ahead, Jean.

23 VICE CHAIR ENRIGHT: I know that we said
24 three, and then we were told that we could maybe later
25 on add. I would like to add E. C. Fennell. And I

1 think that I would like us to have the fourth company
2 and just add --

3 COMMISSIONER RICHARDS: Mr. Chairman, I don't
4 believe we voted on how many, so there's a little bit
5 of confusion. At this point we wanted a tabulation.
6 And then with that information -- were those all the
7 votes?

8 MS. HOWARD: Yes.

9 COMMISSIONER RICHARDS: Okay, with that
10 information, we can then make a decision as to how many
11 or who we want to hear. But that's not correct,
12 because I voted for some people that you did not
13 indicate.

14 VICE CHAIR ENRIGHT: Right.

15 EXECUTIVE DIRECTOR ALMIRA: Those are not all
16 the votes.

17 COMMISSIONER RICHARDS: And we need all the
18 votes.

19 VICE CHAIR ENRIGHT: I have some names down
20 there that you didn't even call, and you called names
21 of people I didn't --

22 COMMISSIONER RICHARDS: But look, I have the
23 floor.

24 CHAIR CIKLIN: Jean.

25 COMMISSIONER RICHARDS: I don't want us to

1 lose control. We need a tabulation of all the votes,
2 and then this Board can then decide how many we want to
3 hear. That's where we are.

4 VICE CHAIR ENRIGHT: Okay, you're right. You
5 put down people whose names were not called, and I did
6 too --

7 CHAIR CIKLIN: Jean.

8 VICE CHAIR ENRIGHT: Okay.

9 COMMISSIONER RICHARDS: Just a little
10 mistake. We're catching it.

11 MR. ZIELINSKI: All right, you want to know
12 the number in each category?

13 CHAIR CIKLIN: Yes.

14 MR. ZIELINSKI: Professional services under
15 \$2 million: Kimley-Horn, five; HDR, three; Bermello,
16 three; E. C. Fennell, two; Taylor Engineering, one;
17 Mott MacDonald, one.

18 On the professional services, work of a
19 specific nature, we had Kimley-Horn with four; HDR with
20 three; Bermello with three; Fennell with two; Taylor
21 with one; Mott with one.

22 On the professional services, study activity
23 not to exceed 200,000, we had Kimley-Horn with four; we
24 had HDR with three; we had Bermello with three; we had
25 Fennell with two; Mott with one; and Taylor with one.

1 Not every Commissioner just selected three.
2 There were -- some of them selected more. That's why
3 it doesn't add.

4 COMMISSIONER MCARTHUR: Oh, I apologize.
5 Could you repeat the first category again?

6 MR. ZIELINSKI: Professional services,
7 projects under 2 million.

8 COMMISSIONER MCARTHUR: Yes, sir.

9 MR. ZIELINSKI: Kimley-Horn, five; HDR,
10 three; Bermello, three; Fennell, two; Taylor, one; Mott
11 MacDonald, one.

12 COMMISSIONER RICHARDS: So Mr. Chairman --

13 CHAIR CIKLIN: Yes.

14 COMMISSIONER RICHARDS: -- I'm going to
15 recommend that we allow ten minutes for -- well, I'd
16 like to hear from, in each category, the top four,
17 okay? And I think ten minutes is sufficient. However,
18 however, I don't think if company A was selected in all
19 three, I don't think we need to hear from them three
20 times. So is that possible?

21 EXECUTIVE DIRECTOR ALMIRA: He's in
22 agreement.

23 MR. PICKEN: Yes.

24 COMMISSIONER RICHARDS: Okay, so if we were
25 to choose the top four, which is my suggestion, and we

1 gave 10 minutes, or be it 12, whatever the Board wants
2 to do, that would get us -- I think that would be fair,
3 the top four.

4 CHAIR CIKLIN: Go ahead, Peyton. What do you
5 think?

6 COMMISSIONER MCARTHUR: I agree, I think four
7 would be fine, and I would recommend ten minutes.

8 COMMISSIONER RICHARDS: Thank you.

9 VICE CHAIR ENRIGHT: I'm in agreement.

10 COMMISSIONER WALDRON: I'm in agreement.

11 MR. ZIELINSKI: Would you like me to -- the
12 top four?

13 CHAIR CIKLIN: Yes.

14 MR. ZIELINSKI: Top four across all
15 categories. No particular order: Kimley-Horn, HDR,
16 Bermello and Fennell.

17 COMMISSIONER RICHARDS: Mr. Chairman, I move
18 that we -- I'm sorry.

19 CHAIR CIKLIN: You want to get all of them?
20 Might as well get them all, right?

21 COMMISSIONER RICHARDS: No, he's done.

22 COMMISSIONER WALDRON: That's the top four.

23 CHAIR CIKLIN: That's it, that's the top
24 four?

25 COMMISSIONER MCARTHUR: Top four.

1 CHAIR CIKLIN: All right, go ahead.

2 COMMISSIONER RICHARDS: Okay, I move that we
3 hear presentations from the aforementioned four firms,
4 BAP, HDR, Kimley-Horn and ECF, and they are allowed ten
5 minutes each.

6 COMMISSIONER WALDRON: Wait, it's --

7 COMMISSIONER RICHARDS: Did I say it
8 correctly? Hope I did.

9 COMMISSIONER WALDRON: HDR, Kimley-Horn,
10 Bermello and E. C. Fennell.

11 COMMISSIONER RICHARDS: Correct.

12 COMMISSIONER WALDRON: Right. I thought you
13 said Mott MacDonald.

14 COMMISSIONER RICHARDS: No. Those are the
15 four. Ten minutes. That's my motion.

16 CHAIR CIKLIN: All right.

17 COMMISSIONER WALDRON: I second.

18 CHAIR CIKLIN: Second. Any other discussion?
19 Go ahead.

20 COMMISSIONER MCARTHUR: Mr. Chair, just to
21 reiterate what Commissioner Richards said earlier, we
22 don't want fluff, we want performance, and we want
23 minority participation. And anyone that doesn't
24 provide that type of information might not receive
25 consideration.

1 COMMISSIONER RICHARDS: Good, good.

2 CHAIR CIKLIN: All right, any other
3 discussion? All right, all in favor, say aye. All
4 opposed? Carries, five/zero.

5 MR. BAKER: Thank you.

6 CHAIR CIKLIN: All right, very good.
7 Next item.

8 EXECUTIVE DIRECTOR ALMIRA: Jarra.

9 MS. KACZWARA: Good evening. Jarra Kaczwarra,
10 Senior Director, Business Development and
11 Communications.

12 Item H.2 is an item that I've put together to
13 prompt some discussion and consideration by the Board
14 for our policies under Business Development and
15 Community Grants where they relate to the number of
16 tickets that can be purchased, whether those tickets
17 are purchased out of Community Grants or Business
18 Development, table sponsorships, how those are handled,
19 will there be maximum amounts set for the purchase of
20 tickets and for tables, and particularly as well in the
21 Community Grants program, the ability for us to try and
22 modify the Community Grants items so that we understand
23 fully how many tickets a Commissioner can get, and if
24 there is a request to have more than those tickets, how
25 those are handled. And that would relate not just to

1 tickets, but to things like advertisements, charges for
2 banners, parades.

3 One of the biggest challenges that we're
4 facing, we faced it twice already this fiscal year, is
5 the Community Grants program allows \$500 maximum per
6 organization per fiscal year. So there's a couple of
7 organizations that received that \$500 donation, and
8 then followed by that, there was an event or there was
9 a parade or there was a dinner or a breakfast, and so
10 there were tickets, as an example, or adds, as an
11 example, that were purchased on top of that \$500
12 maximum.

13 And so I just think we need some clarity. We
14 need to modify the program. I have placed in front of
15 each of you a white envelope, and inside that is
16 information on the policy and a questionnaire. If you
17 can just take your time in the next week or two, get
18 back with me with those questionnaires and give me
19 feedback, I would appreciate that. Then in January I
20 can come back to you with a recommendation.

21 CHAIR CIKLIN: Good idea, because it's all
22 over the place now, and it seems like each Commissioner
23 has a different idea of what we can do and we can't do.
24 Some of us don't even know. So this will be good. So
25 we'll all figure out, you know, what everyone's

1 thinking, and then we'll come up with a concrete plan,
2 all right? Okay.

3 MS. KACZWARA: Great. Thank you.

4 MR. SOLER: Commissioners, as I mentioned in
5 the engineering report, we are expecting to begin the
6 construction of the main rail spur improvement next
7 week. So at this time we are requesting approval from
8 the Board for the work order for our existing engineer
9 of record, CH2M Hill, to provide construction
10 engineering services throughout the construction time
11 of the rail project. It's advisable from us to at this
12 point, even though CH2M Hill is the CCNA of record,
13 that since they were the original designer of the
14 project, we should have them as engineer of record.

15 CHAIR CIKLIN: All right, do we have a
16 motion?

17 VICE CHAIR ENRIGHT: So moved.

18 COMMISSIONER RICHARDS: Second.

19 CHAIR CIKLIN: Commissioner Enright,
20 Commissioner Richards. Any discussion? All in favor?
21 All opposed? Carries, five/zero.

22 Okay, next item.

23 MR. ZIELINSKI: Item H.4 is a request by one
24 of our tenants. Stonerock has informed the Port that
25 he still has difficulty in obtaining his license from

1 the City of Riviera Beach, and because of his inability
2 to obtain a license, he's having difficulty securing
3 long-term contracts for processed metals to be brought
4 into the Port.

5 What he's asking for is his contract calls
6 for him to make his full year payment, annual guarantee
7 of 550,000 at the beginning of the year. He's not
8 asking for a reduction in it; he's just asking if that
9 could be split equally in two separate payments, one
10 due January 1st, the other one due July 1st.

11 COMMISSIONER MCARTHUR: Mr. Chairman, so
12 moved.

13 COMMISSIONER WALDRON: Wait, I have some
14 questions.

15 VICE CHAIR ENRIGHT: Second.

16 CHAIR CIKLIN: We have a motion. We have a
17 second, Commissioner Enright. Questions?

18 COMMISSIONER WALDRON: Is anybody from
19 Stonerock here?

20 MR. ZIELINSKI: No, ma'am.

21 EXECUTIVE DIRECTOR ALMIRA: Yes, there is.

22 VICE CHAIR ENRIGHT: Yes.

23 MR. ZIELINSKI: Oh, there is?

24 VICE CHAIR ENRIGHT: Yes, he is. He's here.

25 MR. ZIELINSKI: Oh, please.

1 UNIDENTIFIED SPEAKER: I'm here.

2 COMMISSIONER WALDRON: So my question is have
3 you actually lost business because of it?

4 UNIDENTIFIED SPEAKER: I'm not the one to
5 speak on that.

6 COMMISSIONER WALDRON: Because --

7 MR. ZIELINSKI: I can't speak for them. I
8 can tell you what I have been told.

9 COMMISSIONER WALDRON: Right.

10 MR. ZIELINSKI: What I have been told is that
11 the ability to enter into long-term contracts with
12 processing suppliers -- he's just a handler -- is being
13 curtailed by the fact that he does not have a license.
14 And if he doesn't get a license and the City pushes
15 back, he will have to renege on his contracts. Again,
16 that is what I've been told. You need to direct that
17 directly to him.

18 CHAIR CIKLIN: But that obviously makes
19 sense.

20 VICE CHAIR ENRIGHT: It makes sense.

21 COMMISSIONER MCARTHUR: Mr. Chairman.

22 CHAIR CIKLIN: Go ahead.

23 COMMISSIONER MCARTHUR: He also shared that
24 with us again last year. So he's been consistent in
25 that concern and the impact on his business.

1 EXECUTIVE DIRECTOR ALMIRA: Correct.

2 COMMISSIONER RICHARDS: Over the course of
3 the last couple years, we all have received grief from
4 some neighboring municipalities, and even from tenants
5 about how it looks. And I've said it's a million
6 dollars; it's a long-term contract; it's a 50 year
7 contract; it's a million dollars a year. But I don't
8 think it's a million dollars. I've told people it's
9 six percent of our income, we need it and we're stuck.
10 But it's not six percent of our income. We're
11 receiving the minimum. Is that correct?

12 MR. ZIELINSKI: No. If I can address that,
13 please?

14 COMMISSIONER RICHARDS: Please.

15 MR. ZIELINSKI: The contract is a 40 year
16 agreement. Over the course of the 40 years, we will
17 collect \$38,540,190, at a minimum. It escalates each
18 year.

19 COMMISSIONER WALDRON: But his question is
20 what, from a yearly basis, what are the --

21 MR. ZIELINSKI: Last year it was five --
22 assuming he just pays us for the minimum --

23 COMMISSIONER WALDRON: Right.

24 MR. ZIELINSKI: -- and doesn't exceed it,
25 last year the payment would be \$468,000, roughly, all

1 sources and dockage. This year it will go up to
2 634,000. It escalates every five years until the year
3 '21, and then it goes up annually.

4 COMMISSIONER RICHARDS: All right, you know,
5 I'll hold my nose for asserted amount. So it will be
6 at 634 this -- in this current fiscal year. Is that
7 correct?

8 MR. ZIELINSKI: This current fiscal year,
9 assuming that all things, including dockage, it would
10 be well over \$600,000. 618, 620, somewhere around
11 there.

12 CHAIR CIKLIN: If they get the approval, it
13 could be double that.

14 COMMISSIONER WALDRON: Let's assume they
15 don't.

16 COMMISSIONER RICHARDS: Who knows? I've
17 spoken to Manny over the last two years about how I
18 believe the gentleman, the owner should approach the
19 City, work with the City, and he's very firm in his
20 beliefs and how he wants to handle it on his own. It's
21 his own business. I really wish he -- at one point he
22 did hire a counsel, which was smart. I don't know how
23 that went.

24 But I don't believe he's been very -- I don't
25 think he's taken the best route. But it's his

1 business. I'm torn whether or not I should -- he's
2 contractually obligated to write us a check for the
3 amount. I don't see a problem with that. I just
4 don't; I just don't, so --

5 CHAIR CIKLIN: Peyton.

6 COMMISSIONER MCARTHUR: Mr. Chairman, thank
7 you.

8 Paul, I have two questions. One is the
9 contract. As you said, it's a 40 year contract.

10 MR. ZIELINSKI: Forty, yes.

11 COMMISSIONER MCARTHUR: Going to Commissioner
12 Richards' comments, the implication is can we get out
13 of it. Can we?

14 COMMISSIONER RICHARDS: If he doesn't pay.

15 MR. ZIELINSKI: I couldn't answer that. I
16 mean basically, it would be a breach of agreement.

17 COMMISSIONER MCARTHUR: Right.

18 MR. ZIELINSKI: There's no out on our part,
19 as there's no out on his part outside of breaching the
20 agreement.

21 COMMISSIONER MCARTHUR: And we also all know
22 that Palm Beach Cold is also suing the City of Riviera
23 Beach for the same reason. They have not been able to
24 get a permit.

25 VICE CHAIR ENRIGHT: Right.

1 COMMISSIONER RICHARDS: No, it's not the same
2 reason.

3 COMMISSIONER MCARTHUR: Well, it's they won't
4 issue their permit, and they're --

5 VICE CHAIR ENRIGHT: I think they have two
6 lawsuits now.

7 COMMISSIONER MCARTHUR: -- really tied up.
8 It's similar.

9 EXECUTIVE DIRECTOR ALMIRA: Mr. Chair, if I
10 may?

11 CHAIR CIKLIN: Go ahead, Manny.

12 EXECUTIVE DIRECTOR ALMIRA: Can we table this
13 and bring it back in January?

14 CHAIR CIKLIN: All right.

15 EXECUTIVE DIRECTOR ALMIRA: There's been some
16 last minute information. I have not been able to
17 verify it.

18 CHAIR CIKLIN: Okay.

19 EXECUTIVE DIRECTOR ALMIRA: So please, let's
20 bring it back in January.

21 CHAIR CIKLIN: All right.

22 VICE CHAIR ENRIGHT: I just want to ask one
23 question.

24 CHAIR CIKLIN: Go ahead.

25 VICE CHAIR ENRIGHT: I guess my one question

1 is even if he decides to give us the money or half the
2 money, we're still receiving the same amount of money
3 we would have normally received for the year. Am I
4 correct?

5 EXECUTIVE DIRECTOR ALMIRA: Right.

6 VICE CHAIR ENRIGHT: So we're still getting
7 our money.

8 COMMISSIONER WALDRON: But it's a minimum.
9 And also, it goes to, in my opinion, the health of the
10 business if they have to do it in two --

11 VICE CHAIR ENRIGHT: But we're still getting
12 the amount that we're supposed to get.

13 CHAIR CIKLIN: Right. All right, so we'll
14 bring this up next month.

15 EXECUTIVE DIRECTOR ALMIRA: There's one
16 caveat. And go ahead, Paul, please.

17 MR. ZIELINSKI: His payment is due January 1.
18 The Executive Director has new information. We can
19 defer it to the January meeting, but I would not want
20 to put the gentleman in default of his agreement
21 because of our decision. So with your approval, I'll
22 tell him that his payment will be due one month later,
23 February 1.

24 CHAIR CIKLIN: I don't understand why we're
25 not just passing it right now.

1 VICE CHAIR ENRIGHT: Let's just pass it.

2 MR. ZIELINSKI: I could ask him to pay the
3 first half, and if you decide that you want the second
4 half in January, then I will send a bill out for the
5 second --

6 CHAIR CIKLIN: No, I don't think we have any
7 problem with what you just asked for, I don't think. I
8 mean --

9 VICE CHAIR ENRIGHT: Mr. Chairman --

10 COMMISSIONER WALDRON: You mean deferring it
11 to February?

12 VICE CHAIR ENRIGHT: Mr. Chairman, I would
13 like to make a motion that we accept his payment in
14 January, and then we can go on further and make
15 decisions after that. But I don't think we should just
16 hold up the whole contract and maybe be in default and
17 all of this. I think we should just go on and do it,
18 because we're going to receive our money --

19 CHAIR CIKLIN: All right, so you have a
20 motion for the eighth addendum on Stonerock.

21 VICE CHAIR ENRIGHT: Right.

22 COMMISSIONER MCARTHUR: Second.

23 CHAIR CIKLIN: Second. All right. So
24 that's, I think -- anybody else have any other
25 discussion?

1 VICE CHAIR ENRIGHT: And then we'll come back
2 and --

3 CHAIR CIKLIN: And Manny has some news that
4 he's going to --

5 COMMISSIONER WALDRON: Wait. So we're
6 tabling it. Is that what we're --

7 VICE CHAIR ENRIGHT: No.

8 CHAIR CIKLIN: No. We're passing for the
9 eighth addendum.

10 COMMISSIONER RICHARDS: You're calling for a
11 vote.

12 CHAIR CIKLIN: Yes, yes.

13 COMMISSIONER WALDRON: Calling for a vote on
14 this?

15 CHAIR CIKLIN: The eighth addendum.

16 COMMISSIONER RICHARDS: As presented.

17 CHAIR CIKLIN: Yes.

18 VICE CHAIR ENRIGHT: As presented.

19 CHAIR CIKLIN: All right, all in favor, say
20 aye.

21 (A chorus of ayes.)

22 CHAIR CIKLIN: All opposed?

23 COMMISSIONER RICHARDS: Nay.

24 COMMISSIONER WALDRON: I'm opposed.

25 CHAIR CIKLIN: All right, three to two

1 passes. Okay, next item.

2 MR. SOLER: Commissioners, the Berth 17
3 original completion date was July 2017. As you might
4 as well remember, in the Board meeting of June we
5 provided the revised schedule submitted by the
6 contractor in which they stated that it probably will
7 be completed by December.

8 At that Board meeting we approved a work
9 order, the Commissioners approved a work order to
10 extend the engineering services for AECOM through the
11 month of December in order to have engineering services
12 throughout the completion of the project. As of today,
13 the project has not been completed, December 2017.

14 We have received a submission from AECOM in
15 which they submit an amendment to the work order for an
16 extension of their engineering services throughout the
17 month of February 2018. The additional moneys for this
18 work order are \$58,475. This completion of February
19 2018 is an estimate based on the submission that AECOM
20 has submitted. We don't have an actual completion date
21 yet based on the information that we were provided
22 today regarding the piles of the dolphin structures,
23 but as for now, this is the information that we have.

24 So we have submitted the work order that
25 AECOM has provided to us in which they request an

1 extension of the construction engineering services
2 throughout the month of February for an additional
3 \$58,475.

4 CHAIR CIKLIN: Okay.

5 MR. SOLER: Just as general information, the
6 engineering services throughout February will be
7 \$1,145,000.

8 CHAIR CIKLIN: All right, so we need a
9 motion. We've got to get this finished, so someone
10 give me a motion.

11 COMMISSIONER MCARTHUR: Reluctantly.

12 CHAIR CIKLIN: All right, Peyton. We have a
13 motion. Do we have a second? Second by me. All
14 right, any more discussion? I mean, like I say, you
15 know, we don't like paying any more than we have to,
16 but we've got to get this finished and get on with our
17 lives. All right, all in favor, say aye.

18 (A chorus of ayes.)

19 CHAIR CIKLIN: Opposed? All right, that's
20 what we've got to do. All right, anything else, Manny?

21 EXECUTIVE DIRECTOR ALMIRA: I do not have
22 anything else.

23 CHAIR CIKLIN: All right, we have some
24 comments from the public. Is T. D. still here,
25 Councilman? He had to leave.

1 EXECUTIVE DIRECTOR ALMIRA: He told me he was
2 going to be back, but --

3 CHAIR CIKLIN: Okay, we'll see if he comes
4 back. All right, we have a card from -- I'm sorry, I
5 can't --

6 COMMISSIONER RICHARDS: Let me see.

7 CHAIR CIKLIN: You're an engineer. What's
8 the name?

9 COMMISSIONER RICHARDS: Pierrette.

10 COMMISSIONER MCARTHUR: Pierrette? That's
11 close.

12 CHAIR CIKLIN: What's the last name?

13 COMMISSIONER RICHARDS: It's Haitian. I
14 don't know. Community grants. Phone number 577-2698.

15 MS. CAZEAU: Oh, that's me.

16 CHAIR CIKLIN: Okay, what's your name?

17 MS. CAZEAU: Pierrette.

18 CHAIR CIKLIN: Okay, come on up here.

19 MS. CAZEAU: I'm sorry.

20 COMMISSIONER MCARTHUR: Don't apologize.

21 MS. CAZEAU: Good evening, everyone. My name
22 is Pierrette J. Cazeau. I'm a Global Public Health
23 Diplomat. I am the President and Founder of Haiti
24 Cholera Research Funding Foundation. However, the
25 name, it say Haiti, but we do not represent Haiti. We

1 represent the United States of America.

2 We just receive a status from United Nation.
3 We also are affiliated with United Nation Refugee. We
4 are certified, accredited with World Trade
5 Organization. We just came from Argentina with the
6 trade, with several contract with Uganda, the
7 Ambassador of Nigeria, and then the Minister of Gabon,
8 who also will be representing us in Gabon.

9 The reason I'm talking -- thank you very
10 much, Commissioner Katherine Waldron -- if I pronounce
11 your name wrong, sorry -- Commissioner Richards, and
12 Dr. Jean Enright and the rest and ladies and gentlemen.
13 Reason I approach is because I file for a community
14 grant for my travel expense. That will be here
15 February 7 to the 13, 2018. I will be debated for --
16 with housing, United Nations Habitat, which we are in
17 the process of become accredited with them.

18 Due to the fact that we have climate change
19 and what happened to Puerto Rico, what happened to
20 Dominica and the other countries that had affected by
21 climate change, and here, right here in Palm Beach
22 County we facing housing. My goal is to bring the
23 issue, because we also provide temporary shelter for
24 woman who are HIV positive and women who have children.

25 I will appreciate it for you guys to consider

1 our application that will -- I understand the grant is
2 small. Whatever the amount, you will be helping us so
3 we could have the exhibitor showing not only Palm Beach
4 County facing housing also, but displacing people from
5 one place to another place, that increase also mental
6 health problem, and we are not looking for that.

7 Once again, Commissioner Katherine, thank you
8 very much for introduce me to this project, which I
9 wasn't aware of it, and thank you very much for letting
10 me speak. Any question?

11 CHAIR CIKLIN: Okay.

12 MS. CAZEAU: That's it.

13 CHAIR CIKLIN: Thank you very much.
14 Appreciate it.

15 VICE CHAIR ENRIGHT: I have a question.

16 MS. CAZEAU: Do you have any question?

17 VICE CHAIR ENRIGHT: Has she submitted an
18 application to us or has she --

19 CHAIR CIKLIN: Did she submit an application?

20 MS. KACZWARA: Yes, Commissioner, we just
21 received that. It will be for consideration in the
22 January Board meeting.

23 CHAIR CIKLIN: Okay, thank you. All right,
24 thank you very much.

25 MS. CAZEAU: You're welcome. Thank you.

1 CHAIR CIKLIN: All right, Tinu Pena. Going
2 once.

3 UNIDENTIFIED SPEAKER: She's in the restroom.

4 CHAIR CIKLIN: All right, we'll take her
5 after.

6 Carlton.

7 MR. CARTWRIGHT: Yes, sir.

8 CHAIR CIKLIN: You'll take her spot.

9 MR. CARTWRIGHT: No. Well, okay. I just
10 wanted to step up and thank the Commission for
11 considering the three letters that were submitted for
12 funding to help us take students to the legislative
13 session the first week, the same week that Palm Beach
14 County Days is.

15 I was able to make some new friendships, I
16 guess about a year ago, at the Guatemalan Maya Center
17 in Lake Worth and also For the Children First. Both of
18 the programs exist in the City of Lake Worth, and two
19 of the most worthwhile programs -- in my 23 years of
20 working within the nonprofit sector, two of the most
21 worthwhile programs I've ever witnessed during that
22 time period.

23 GMC, Guatemalan Maya Center, they serve more
24 than 600 families on a monthly basis year round. And I
25 haven't gotten the numbers on For the Children First.

1 A couple of the boys are here, by the way, from that
2 program. But every time I go there, I've been the last
3 several times, and there's a hoard of children and
4 there's a thriving program there. Both programs do a
5 plethora of social services, educational, after school,
6 computer technology.

7 And it's always been something very close to
8 me, organizations that find the energy to work with the
9 underserved community. And believe me, these are
10 struggling homes and families that these kids come
11 from, and these are two great organizations. I'm glad
12 to be able to advise them, consult with them and help
13 them with the efforts that they are producing here.

14 I hope -- sorry I sent it kind of late to
15 Ms. Howard. The lengths from where I've taken, been
16 able to take to chaperone children before on this
17 worthwhile journey up to Tallahassee, to secure jobs
18 for those children, that week I think we got six, six
19 seats filled on the House and Senate side for them to
20 participate as pages and messengers.

21 I want to thank you very much for aiding us
22 to make that happen and bring you back some more
23 photographs and some great, great footage of the
24 participation. Again, was able to secure tours to FAMU
25 and FSU simultaneously again, so thank you very much.

1 CHAIR CIKLIN: Okay, thank you.

2 All right, so I guess T. D. had to leave.
3 We're glad that he came to the meeting. And Tinu is
4 gone, I guess, too.

5 So Commissioners. Wayne, anything?

6 COMMISSIONER RICHARDS: Nothing further.
7 Thank you.

8 CHAIR CIKLIN: Okay. Peyton.

9 COMMISSIONER MCARTHUR: Just want to take
10 this opportunity to wish everybody the best of the
11 holidays and a healthy and happy new year. And next
12 year's got to be better for the Gators.

13 VICE CHAIR ENRIGHT: Happy holidays.

14 COMMISSIONER WALDRON: Yes, happy holidays.

15 CHAIR CIKLIN: All right. So our next
16 meeting will be January 18th. Is that correct?

17 EXECUTIVE DIRECTOR ALMIRA: That's correct.

18 CHAIR CIKLIN: All right, we're adjourned.

19 (Whereupon, at 5:27 p.m., the proceedings
20 were concluded.)

21

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25

<p style="text-align: center;">A</p> <p>A/C 44:4 A3 10:8 APA 13:22 14:3 14:4,9 Abacoa 13:20 ability 10:6,10 43:5 57:21 61:11 able 16:13 19:11 24:25 25:1,9,11 28:21 30:10 33:2,8 35:14 64:23 65:16 74:15 75:12,16 75:24 Absolutely 36:20 accept 5:10 67:13 accommodate 32:11 accredited 72:4 72:17 activities 20:14 27:4 34:17 activity 44:22 51:3 53:22 actual 69:20 add 23:5,10 42:5 49:5 51:25,25 52:2 54:3 added 16:7 addendum 67:20 68:9,15 adding 18:1 21:22 21:23 addition 28:15 additional 21:22 23:10,11,13,14 24:11,14 25:24 25:25 26:2,3,12 27:16 28:11 29:4 69:17 70:2 Additionally 33:6 Additions 3:12 address 62:12 adds 58:10</p>	<p>adjourned 76:18 adjust 18:12 adjusting 22:25 advertisements 58:1 advisable 59:11 advise 75:12 AECOM 21:15,25 23:21 25:1 34:24 69:10,14 69:19,25 affiliated 72:3 aforementioned 56:3 African 40:20 afternoon 14:17 20:6 43:3 agency 9:17 agenda 4:9 7:3 8:19 ago 31:15 33:7 74:16 agree 36:24 55:6 agreed 30:15 agreement 30:16 54:22 55:9,10 62:16 64:16,20 66:20 ahead 2:7 4:16 22:4 24:6 38:16 39:12 42:4 50:19 51:20,22 55:4 56:1,19 61:22 65:11,24 66:16 aiding 75:21 Aidy 1:24 14:13 14:15,17 Ajamil 50:9 alerts 16:4,5,8 Allegiance 3:3 allow 39:16 44:10 54:15 allowed 11:16 56:4 allows 58:5</p>	<p>Almira 1:20 2:21 2:22 3:14,19,23 4:8 6:5 9:2 10:23 11:9 19:1 19:8,11,15,23 20:4 25:20 29:8 29:11,14,17,21 29:24 31:9 32:17,20 34:7 36:1 48:17 50:19 51:17 52:15 54:21 57:8 60:21 62:1 65:9,12,15,19 66:5,15 70:21 71:1 76:17 Alonzo 1:24 14:16 14:17 18:7,13 18:20,22,25 alphabetical 34:23 47:7 50:6 Ambassador 72:7 amendment 69:15 America 72:1 American 40:20 Americas 13:12 amount 7:15 33:11 43:17 63:5 64:3 66:2 66:12 73:2 amounts 57:19 analyze 22:12 analyzed 15:12 analyzing 22:1 announcements 3:13 annual 9:8,22 13:6,19 60:6 annually 63:3 answer 21:25 32:10 49:3 64:15 answers 20:1 anticipated 46:3 anybody 31:7 33:2 60:18</p>	<p>67:24 anyway 24:3 apart 21:9 apologize 54:4 71:20 application 73:1 73:18,19 applications 42:9 applied 39:8 44:10 applying 39:6,7 appreciate 26:23 58:19 72:25 73:14 approach 63:18 72:13 appropriate 45:15,19 approval 8:20 21:10 24:20 30:17 59:7 63:12 66:21 approve 3:5 8:11 approved 24:1 69:8,9 approximately 5:12 April 28:21 area 19:12 20:20 29:3 Argentina 72:5 arms 31:5 article 11:24,25 16:21 39:25 articles 16:19 artificial 12:21,25 Artiles 32:3 asked 67:7 asking 45:2 60:5,8 60:8 asserted 63:5 assigned 35:5 Association 13:18 13:20 assume 63:14 assuming 36:17</p>	<p>39:1 62:22 63:9 attend 14:2 attended 13:8 49:21 attendees 2:5 attending 1:16 13:17 attention 15:18 Attorney 1:23 attracts 19:18 August 30:25 authorize 35:19 authorized 77:9 available 19:20 Avenue 31:6 award 30:18 awarding 30:14 aware 73:9 aye 57:3 68:20 70:17 eyes 68:21 70:18</p> <hr/> <p style="text-align: center;">B</p> <p>B 47:19 Baa 10:13 11:1 Baa3 9:9 10:11 back 12:6 14:24 22:22 25:7 27:21 30:7 31:19 34:12 35:23 42:18,21 58:18,20 61:15 65:13,20 68:1 71:2,4 75:22 backfill 28:9 backgrounds 38:1 bad 24:4 Bahamas 16:4 Bahamian 13:1 Baker 1:23 29:13 34:2,8,8 36:2,8 36:16,20 37:5 37:11,22 44:16 46:24 47:6,14 48:3,7,16 49:3 49:14,20,25</p>
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**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ALL "G" ITEMS**

PREPARED BY: Venice Howard Deputy Clerk January 3, 2018

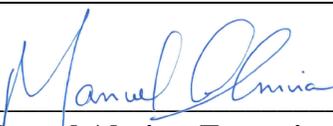
SUBJECT: **Approval of the Consent Agenda**

BACKGROUND: All matters listed under this item are considered to be routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business for separate discussion and consideration.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute any documents requiring signature that are approved as part of the Consent Agenda.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
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 G-1**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO January 5, 2018

SUBJECT: Financial Statements for the month ended November 30, 2017 (FY 2018).

BACKGROUND: 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 ended November 30, 2017 (FY 2018) with management’s discussion and analysis, ratios, and notes to the financial statements.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Financial Statements for the month ended November 30, 2017.

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
Management's Discussion and Analysis FY 2018 – YTD November 2017

OPERATING REVENUES

Total Net Operating Revenue for the month of November 2017 is \$1,307,855 and Current Actual FY 2018 is \$2,484,063 which is unfavorable to the FY 2018 YTD Budget by (\$111,854) primarily due to no cruise passengers and parking revenue for the Grand Celebration, which was chartered by FEMA, as a result of Hurricane Irma, and reductions in bulk and dry cargo. However, Net Operating Revenue for Actual FY 2018 YTD was less than Prior Actual FY 2017 YTD by only (\$13,182) primarily due to reservation fees and also relief fees for the loss of the cruise ship.

Wharfage revenue is unfavorable to the FY 2018 YTD Budget by (\$77,622) primarily due to decreases in bulk and dry cargo (down 24.5%) which included asphalt, diesel, molasses, and sugar. Total cargo tonnage is down (8.2%).

Dockage revenue is unfavorable to the FY 2018 YTD Budget by (\$65,607) primarily due to reduced molasses, sugar, asphalt and shipments.

Rent is favorable to the FY 2018 YTD Budget by \$45,827 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 for October and November 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 are expected to resume on December 23, 2017. This caused a FY 2018 YTD net unfavorable budget variance of only (\$66,333) due to the timing of the marketing support contractual rate levels.

Parking revenue is unfavorable to the FY 2018 YTD Budget by (\$203,410). 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 parking was offset by relief fees of \$210,000, recorded in miscellaneous income, for the loss of the cruise ship provided by Paradise Cruise Line.

Total Operating Expenses before depreciation and amortization for November 2017 is \$691,697 and Current Actual FY 2018 YTD is \$1,322,206 which is under budget for FY 2018 YTD by \$121,275, primarily from reduced contracted security costs as a result of the Grand Celebration being chartered out by FEMA. There were have been no significant budgets over runs for FY 2018 YTD. Hurricane Irma related costs will start impacting the Port during the 1st half of FY 2018. Hurricane related costs will increase as repairs are completed on buildings, high and low mast lighting and other damages well into FY 2018. The Port is expected to receive reimbursements through FEMA in the future.

Depreciation Expense is favorable to the FY 2018 YTD Budget by \$18,263. However, additional capital asset purchases and completion of construction in progress projects will be completed during FY 2018 and as such, depreciation expense will increase in FY 2018, however it is not expected to be over budget.

The Port's FY 2017 YTD **Income before contributions** is \$117,700 which is favorable to the FY 2018 YTD Budget by \$39,235.

Current Ratio – 5.4 times Debt to Net Position – 30.8% Operating Profit Margin – 14.6%

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

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

Port of Palm Beach District
Statement of Net Position
November 30, 2017
(Unaudited)

ASSETS

Current Assets:

Cash and cash equivalents	\$ 19,283,969
Accounts receivable (net of allowance for uncollectables)	955,028
Grants receivable	93,545
Prepaid items	679,266
Restricted assets:	
Cash and cash equivalents	7,150,912
Total Current Assets	<u>28,162,720</u>

Noncurrent Assets:

Prepaid items - Master Plan	244,964
Total Other Noncurrent Assets	<u>244,964</u>

Capital Assets:

Land	28,119,220
Building and improvements	60,800,236
Slips and improvements	49,895,448
Other improvements	35,856,431
Wharf and loading ramps	7,798,154
Autos and trucks	502,716
Furniture and fixtures	333,437
Machinery and equipment	2,500,145
Computer equipment	1,449,542
Construction in progress	9,731,642
Less: Accumulated Depreciation	<u>(75,469,242)</u>
Total Capital Assets (net of accumulated depreciation)	<u>121,517,729</u>

Total Noncurrent Assets **121,762,693**

Total Assets **\$ 149,925,413**

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:

Pension related items	1,138,946
Deferred loss on bond refunding, net	637,424
	<u>\$ 1,776,370</u>

Port of Palm Beach District
Statement of Net Position
November 30, 2017
(Unaudited)

LIABILITIES

Current Liabilities:

Accounts payable and accrued expenses	\$ 582,876
Unearned revenue	383,385
Compensated absences payable - short-term	227,277
Payable from restricted assets:	
Security deposits	375,000
Accounts payable and accrued expenses	162,458
Contracts payable	155,402
Accrued revenue bonds interest payable	128,002
Current portion of revenue bond payable	3,430,325
Total Current Liabilities	<u>5,444,725</u>

Noncurrent Liabilities:

Compensated absences payable - long-term	227,277
Other post-employment benefits	207,334
Net pension liability	3,121,778
Restricted capital appreciation revenue bond interest payable	6,265,225
Revenue bonds payable (less unamortized bond discount and current portion)	20,439,368
Total Noncurrent Liabilities	<u>30,260,982</u>

Total Liabilities	<u>35,705,707</u>
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DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:

Pension related items	<u>21,328</u>
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NET POSITION

Net Investment in capital assets	98,285,460
Restricted for debt service	(1,007,441)
Restricted for renewal and replacement	695,095
Restricted for business development	599,785
Designated - Capital improvement	5,917,409
Undesignated - Operations	11,484,440
Total Net Position	<u>\$ 115,974,748</u>

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Two Months Ending Thursday, November 30, 2017

	Actual November 2017	Current Actual FY 2018 YTD	Prior Actual FY 2017 YTD	\$ Variance Over (Under) to Prior Year	Approved Budget FY 2018 YTD	\$ Variance Over (Under) Current Actual to Budget YTD
Operating Revenues:						
Wharfage	326,197	633,913	640,270	(6,357)	711,535	(77,622)
Dockage	168,361	320,112	361,292	(41,180)	385,719	(65,607)
Parking	5,750	11,464	150,605	(139,141)	214,874	(203,410)
Passengers - Multi-day	0	0	774,497	(774,497)	1,023,051	(1,023,051)
Storage	37,566	54,674	9,366	45,308	9,884	44,790
Water	8,311	15,742	14,075	1,667	15,376	366
Line Handling	12,852	23,460	30,000	(6,540)	26,323	(2,863)
Switching	59,155	109,750	100,366	9,384	103,428	6,322
Licenses and Permits	31,500	32,000	10,900	21,100	30,500	1,500
Vessel Bunkers	14,888	16,608	9,699	6,909	8,588	8,020
Cargo Terminal Fee	63,503	125,979	112,589	13,390	134,604	(8,625)
Security Fees - Cargo	50,195	96,368	96,511	(143)	108,569	(12,201)
Special Detail Security Fees	1,763	1,763	7,340	(5,577)	1,000	763
Identification Badging	1,861	3,941	5,098	(1,157)	5,150	(1,209)
Harbor Master Fee	17,854	33,654	30,591	3,063	32,135	1,519
Rent	374,901	732,590	713,601	18,989	686,763	45,827
Miscellaneous Income	133,198	272,045	25,868	246,177	55,136	216,909
Total Operating Revenues	1,307,855	2,484,063	3,092,668	(608,605)	3,552,635	(1,068,572)
Less: Direct Marketing Support	0	0	595,423	(595,423)	956,718	(956,718)
Net Operating Revenues	1,307,855	2,484,063	2,497,245	(13,182)	2,595,917	(111,854)
Operating Expenses:						
Administrative	56,985	109,539	99,725	9,814	106,997	2,542
Office - Fin/MIS/HR	66,763	149,376	140,893	8,483	137,080	12,296
Engineering	2,575	3,575	2,000	1,575	0	3,575
Consultant	3,000	6,000	6,000	0	6,000	0
Legal	15,140	19,860	14,489	5,371	16,667	3,193
General Maintenance	103,601	205,449	246,276	(40,827)	220,859	(15,410)
Railroad	15,626	35,207	23,445	11,762	34,146	1,061
Operations	9,415	16,102	17,114	(1,012)	16,329	(227)
General Expense	132,241	260,444	278,429	(17,985)	274,509	(14,065)
Security	110,139	216,567	294,961	(78,394)	320,291	(103,724)
Business Development	61,581	120,511	111,178	9,333	116,888	3,623
Community Grants	1,500	2,200	1,575	625	2,200	0
Cruise Terminal	22,572	42,938	38,640	4,298	57,243	(14,305)
Maritime Office Complex	24,457	48,310	34,302	14,008	48,555	(245)
Southgate Complex	4,551	9,017	9,787	(770)	8,983	34
Renewal and Replacement	52,576	62,130	72,507	(10,377)	62,131	(1)
Maritime Office Building	8,975	14,981	4,921	10,060	14,603	378
Total Operating Expenses	691,697	1,322,206	1,396,242	(74,036)	1,443,481	(121,275)
Oper Income (Loss) Before Depr & Amort	616,158	1,161,857	1,101,003	60,854	1,152,436	9,421
Less: Depreciation Expense	396,384	791,737	796,578	(4,841)	810,000	(18,263)
Less: Amortization Expense	4,068	8,136	4,803	3,333	8,136	0
Operating Income (Loss)	215,706	361,984	299,622	62,362	334,300	27,684
Non-Operating Revenues (Expenses):						
Interest Income	9,469	18,533	2,202	16,331	8,000	10,533
Insurance Recoveries	0	0	0	0	0	0
Grant Revenue	0	13,518	0	13,518	12,500	1,018
Gain or (Loss) on Disposal of Assets	0	0	2,500	(2,500)	0	0
Grant Expenses	0	0	0	0	0	0
Bond Issuance Costs	0	0	0	0	0	0
Interest Expense	(107,475)	(214,951)	(216,681)	1,730	(214,951)	0
Total Non-Oper Revenue (Expenses)	(98,006)	(182,900)	(211,979)	29,079	(194,451)	11,551
Income (Loss) before contributions	117,700	179,084	87,643	91,441	139,849	39,235
Capital Contributions	10,631	45,525	436,090	(390,565)		
Change in Net Position	128,331	224,609	523,733	(299,124)		

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>SALARIES & BENEFITS:</u>								
Salaries & Contract Labor	456,276	450,858	(5,418)	2,470,338	2,926,614	232,941	225,429	(7,512)
Overtime	20,820	30,768	9,948	179,180	200,000	11,604	15,385	3,781
F.I.C.A. Taxes	31,687	35,949	4,262	201,973	233,660	15,946	17,973	2,027
Unemployment	0	0	0	1,000	1,000	0	0	0
Health and Life Insurance	163,911	158,166	(5,745)	785,089	949,000	90,451	79,084	(11,367)
Florida Retirement Benefits	44,508	46,741	2,233	259,310	303,818	22,798	23,371	573
	<u>717,202</u>	<u>722,482</u>	<u>5,280</u>	<u>3,896,890</u>	<u>4,614,092</u>	<u>373,740</u>	<u>361,242</u>	<u>(12,498)</u>

SERVICES & SUPPLIES:

Commercial Property & Liability	53,005	70,333	17,328	378,995	432,000	20,478	35,167	14,689
Property Taxes	38	40	2	9,962	10,000	38	40	2
Legal	19,860	16,667	(3,193)	80,140	100,000	15,140	8,333	(6,807)
Audit & Accounting	633	635	2	88,367	89,000	350	350	0
Consultants	6,000	6,000	0	33,000	39,000	3,000	3,000	0
Engineering Fees	3,575	0	(3,575)	(3,575)	0	2,575	0	(2,575)
Trustee Fees	1,590	1,590	0	5,910	7,500	0	0	0
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Drug-Free Workplace	0	0	0	1,000	1,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
Uniforms	2,571	4,563	1,992	24,929	27,500	1,768	2,787	1,019
Equipment Costs & Fuel	16,345	15,848	(497)	73,655	90,000	5,066	4,177	(889)
Buildings & Grounds Expenses	65,486	80,592	15,106	470,014	535,500	38,572	45,193	6,621
Trash Removal	8,721	7,400	(1,321)	35,679	44,400	5,650	3,700	(1,950)
Railroad Expense	6,424	6,425	1	13,576	20,000	0	0	0
Locomotive Expense	16,358	16,578	220	58,642	75,000	9,601	9,162	(439)
Employee Development & Training	1,417	1,420	3	23,583	25,000	708	710	2
Office Expenses	8,722	9,250	528	46,778	55,500	4,478	4,625	147
Information Technology	29,299	15,520	(13,779)	83,286	112,585	4,940	4,005	(935)
Contract Security	78,046	178,720	100,674	994,274	1,072,320	35,360	89,360	54,000
Other Security Expense	5,071	4,333	(738)	39,929	45,000	2,758	2,667	(91)
ID Badging	2,445	833	(1,612)	2,555	5,000	2,445	417	(2,028)
Tenant Operations	2,654	2,655	1	17,346	20,000	2,654	2,655	1
	328,260	439,402	111,142	2,488,045	2,816,305	155,581	216,348	60,767

BUSINESS DEVELOPMENT:

Registration & Training Fees	379	380	1	24,621	25,000	379	380	1
Community Affairs	2,763	2,765	2	25,237	28,000	1,793	1,795	2
Travel Expenses - Employees	3,479	3,480	1	16,521	20,000	473	475	2
Travel Expenses - Board	0	0	0	30,000	30,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
Trade Development	16,184	13,037	(3,147)	57,316	73,500	6,712	5,713	(999)
Dues & Subscriptions	11,227	10,685	(542)	54,873	66,100	4,855	5,175	320
Marketing	17,226	17,215	(11)	23,674	40,900	11,857	11,845	(12)
Website & Other	2,224	750	(1,474)	2,276	4,500	1,477	375	(1,102)
	53,482	48,312	(5,170)	234,518	288,000	27,546	25,758	(1,788)
<u>UTILITY SERVICES:</u>								
Water & Sewer	58,813	71,959	13,146	658,204	717,017	28,802	35,979	7,177
Electricity	79,759	73,083	(6,676)	358,741	438,500	38,828	36,542	(2,286)
Telephone Expense	17,769	22,583	4,814	117,731	135,500	11,064	11,292	228
	156,341	167,625	11,284	1,134,676	1,291,017	78,694	83,813	5,119
<u>RENEWAL & REPLACEMENT:</u>								
Renewal & Replacement Exp.	62,131	62,131	0	187,869	250,000	52,576	52,576	0
<u>OTHER EXPENSES:</u>								
Miscellaneous Expenses	4,792	3,528	(1,264)	41,208	46,000	3,561	2,202	(1,359)
TOTAL EXPENSES	1,322,208	1,443,480	121,272	7,983,206	9,305,414	691,698	741,939	50,241

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>FINANCE & I.T.</u>								
Salaries	93,359	92,137	(1,222)	505,531	598,890	47,277	46,068	(1,209)
F.I.C.A. Expense	6,302	6,867	565	38,331	44,633	3,073	3,433	360
Telephone	11,351	13,333	1,982	68,649	80,000	6,729	6,667	(62)
Computer Training/Consulting	10,525	10,530	5	38,925	49,450	2,338	2,340	2
Computer Maintenance	3,170	3,170	0	49,965	53,135	845	845	0
Postage	94	500	406	2,906	3,000	30	250	220
Office Maintenance	2,006	1,667	(339)	7,994	10,000	1,240	833	(407)
Records Storage	467	500	33	2,533	3,000	233	250	17
Computer Software & Supplies	15,604	1,820	(13,784)	(5,604)	10,000	1,757	820	(937)
Printing	321	1,000	679	5,679	6,000	65	500	435
Public Notice Publication	1,527	833	(694)	3,473	5,000	265	417	152
Miscellaneous - Office	1,388	1,390	2	13,612	15,000	700	700	0
Office Supplies	3,261	3,333	72	16,739	20,000	2,212	1,667	(545)
Total	<u>149,375</u>	<u>137,080</u>	<u>(12,295)</u>	<u>748,733</u>	<u>898,108</u>	<u>66,764</u>	<u>64,790</u>	<u>(1,974)</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	November Current Actual	November Approved Budget	Monthly Variance
<u>GENERAL MAINTENANCE</u>								
Salaries	74,360	72,532	(1,828)	397,100	471,460	38,484	36,266	(2,218)
Overtime	3,297	7,692	4,395	46,703	50,000	1,517	3,846	2,329
Overtime - Line Handling	2,745	4,615	1,870	27,255	30,000	684	2,308	1,624
F.I.C.A. Expense	5,856	6,855	999	38,702	44,558	2,966	3,428	462
Telephone	1,124	1,417	293	7,376	8,500	767	708	(59)
Water	47,143	60,000	12,857	598,122	645,265	22,971	30,000	7,029
Water - Maintenance Office	235	292	57	1,517	1,752	114	146	32
Stormwater Assessment	11,435	11,667	232	58,565	70,000	5,717	5,833	116
Electricity	23,764	22,500	(1,264)	111,236	135,000	13,077	11,250	(1,827)
Equipment Rental	693	695	2	14,307	15,000	693	695	2
Generator Supplies	4,476	4,475	(1)	5,524	10,000	345	345	0
Building & Grounds	9,288	9,290	2	40,712	50,000	6,175	6,175	0
Trash Removal	1,805	1,067	(738)	4,595	6,400	1,503	533	(970)
Uniforms	1,340	3,333	1,993	18,660	20,000	647	1,667	1,020
Gas & Oil	6,332	5,833	(499)	28,668	35,000	3,809	2,917	(892)
Janitorial Services & Supplies	1,132	1,250	118	6,368	7,500	510	625	115
Supplies	5,579	2,500	(3,079)	9,421	15,000	3,404	1,250	(2,154)
Equipment Repair	4,844	4,845	1	25,156	30,000	219	220	1
Total	205,448	220,858	15,410	1,439,987	1,645,435	103,602	108,212	4,610

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>SECURITY</u>								
Salaries	109,146	109,245	99	600,947	710,093	55,286	54,623	(663)
Overtime	8,354	13,846	5,492	81,646	90,000	5,927	6,923	996
F.I.C.A. Expense	8,486	9,417	931	52,722	61,208	4,431	4,708	277
Security Equipment Repairs	998	1,000	2	24,002	25,000	998	1,000	2
Telephone	1,687	1,833	146	9,313	11,000	1,035	917	(118)
Uniforms	1,231	1,230	(1)	5,769	7,000	1,121	1,120	(1)
Identification Badging	2,445	833	(1,612)	2,555	5,000	2,445	417	(2,028)
Riviera Beach Police Presence	0	14,167	14,167	85,000	85,000	0	7,083	7,083
Contract Security - Cargo & TWIC	16,429	17,333	904	87,571	104,000	1,575	8,667	7,092
Miscellaneous - Security	2,103	833	(1,270)	2,897	5,000	1,778	417	(1,361)
Contract Security - Cruise	61,617	136,000	74,383	754,383	816,000	33,785	68,000	34,215
Contract Security - Parking	0	11,220	11,220	67,320	67,320	0	5,610	5,610
Radio Maintenance	4,073	3,333	(740)	15,927	20,000	1,760	1,667	(93)
Total	<u>216,569</u>	<u>320,290</u>	<u>103,721</u>	<u>1,790,052</u>	<u>2,006,621</u>	<u>110,141</u>	<u>161,152</u>	<u>51,011</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>RAILROAD</u>								
Salaries	4,175	4,769	594	26,825	31,000	1,863	2,385	522
Overtime	6,424	4,615	(1,809)	23,576	30,000	3,476	2,308	(1,168)
F.I.C.A. Expense	790	718	(72)	3,877	4,667	397	359	(38)
Locomotive Rental	0	0	0	2,500	2,500	0	0	0
Train Derailment	6,869	6,870	1	3,131	10,000	6,869	6,870	1
Locomotive Fuel & Oil	4,366	4,583	217	23,134	27,500	2,732	2,292	(440)
Track R&M Exp.	6,424	6,425	1	8,576	15,000	0	0	0
Locomotive R&M Exp.	5,123	5,125	2	29,877	35,000	0	0	0
Railroad Equipment	0	0	0	5,000	5,000	0	0	0
Miscellaneous	1,036	1,040	4	2,464	3,500	288	290	2
Total	35,207	34,145	(1,062)	128,960	164,167	15,625	14,504	(1,121)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017**

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>BUSINESS DEVELOPMENT</u>								
Salaries	59,320	59,636	316	328,313	387,633	29,864	29,818	(46)
Florida Retirement System	6,079	6,209	130	34,281	40,360	3,056	3,105	49
F.I.C.A. Expense	3,348	4,125	777	23,463	26,811	1,583	2,062	479
Miscellaneous	225	225	0	4,775	5,000	755	755	0
Website	2,205	583	(1,622)	1,295	3,500	1,477	292	(1,185)
Telephone Expense	592	917	325	4,908	5,500	277	458	181
Promotion	948	950	2	16,452	17,400	0	0	0
Trade Development	11,873	11,870	(3)	29,627	41,500	5,131	5,130	(1)
Trade Development - Dining	3,461	1,167	(2,294)	3,539	7,000	1,581	583	(998)
Trade Missions	0	0	0	20,000	20,000	0	0	0
Travel Expenses	3,479	3,480	1	16,521	20,000	473	475	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	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Waldron	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Enright	0	0	0	6,000	6,000	0	0	0
Community Relations	563	565	2	17,437	18,000	293	295	2
Postage & Shipping	19	167	148	981	1,000	0	83	83
Trade Development - Sponsorships	850	0	(850)	4,150	5,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
Registration Fees	350	350	0	19,650	20,000	350	350	0
Membership Dues	9,339	9,933	594	50,261	59,600	4,144	4,967	823
Training	29	30	1	4,971	5,000	29	30	1
Subscriptions	1,553	417	(1,136)	947	2,500	711	208	(503)
Advertising	13,515	13,500	(15)	(15)	13,500	9,094	9,080	(14)
Publications	2,763	2,765	2	7,237	10,000	2,763	2,765	2
Total	120,511	116,889	(3,622)	618,793	739,304	61,581	60,456	(1,125)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>ADMIN. & H.R.</u>								
Salaries - Commissioners	7,917	7,917	0	39,583	47,500	3,958	3,958	0
Salaries - Exec. Director & Staff	93,943	92,074	(1,869)	504,535	598,478	48,307	46,037	(2,270)
Contract Admin. Services	1,680	0	(1,680)	(1,680)	0	1,680	0	(1,680)
FICA Expense	5,999	7,007	1,008	39,545	45,544	3,041	3,503	462
Total	109,539	106,998	(2,541)	581,983	691,522	56,986	53,498	(3,488)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>LEGAL</u>								
Fees and Expenses	19,860	16,667	(3,193)	80,140	100,000	15,140	8,333	(6,807)
Total	19,860	16,667	(3,193)	80,140	100,000	15,140	8,333	(6,807)

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Two Months Ending Thursday, November 30, 2017**

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>ENGINEERING</u>								
Retainer - CH2MHILL	2,000	0	(2,000)	(2,000)	0	1,000	0	(1,000)
Fees and Expenses	1,575	0	(1,575)	(1,575)	0	1,575	0	(1,575)
Total	3,575	0	(3,575)	(3,575)	0	2,575	0	(2,575)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>CONSULTING</u>								
Consultants - Governmental	6,000	6,000	0	33,000	39,000	3,000	3,000	0
Total	6,000	6,000	0	33,000	39,000	3,000	3,000	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>SOUTHGATE COMPLEX</u>								
Buildings & Grounds	1,149	1,150	1	18,851	20,000	575	575	0
Janitorial Services& Supplies	70	333	263	1,930	2,000	37	167	130
Miscellaneous	0	0	0	2,500	2,500	0	0	0
Electric	6,090	5,833	(257)	28,910	35,000	2,997	2,917	(80)
Telephone	1,017	1,167	150	5,983	7,000	509	583	74
Trash Removal	691	500	(191)	2,309	3,000	434	250	(184)
HVAC Repairs & Maint.	0	0	0	10,000	10,000	0	0	0
Total	9,017	8,983	(34)	70,483	79,500	4,552	4,492	(60)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>GENERAL EXPENSE</u>								
Audit & Accounting Services	633	635	2	88,367	89,000	350	350	0
Transcription Services for Board Meetings	1,046	1,417	371	7,454	8,500	433	708	275
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	53,005	70,333	17,328	368,995	422,000	20,478	35,167	14,689
Group Health / Dental / Vision	159,086	152,833	(6,253)	757,914	917,000	88,353	76,417	(11,936)
Employee Basic Life Insurance	2,515	2,500	(15)	12,485	15,000	1,245	1,250	5
Employee S/Term Disability Ins.	2,310	2,833	523	14,690	17,000	852	1,417	565
Florida Retirement System	38,429	40,532	2,103	225,029	263,458	19,742	20,266	524
Trustee Fees For Bonds	1,590	1,590	0	5,910	7,500	0	0	0
Drug-Free Workplace	0	0	0	1,000	1,000	0	0	0
Insurance Contingency	0	0	0	10,000	10,000	0	0	0
Membership Dues	335	335	0	3,665	4,000	0	0	0
Training	1,417	1,420	3	23,583	25,000	708	710	2
Ad Valorem Taxes	38	40	2	9,962	10,000	38	40	2
Miscellaneous	40	40	0	4,960	5,000	40	40	0
Total	<u>260,444</u>	<u>274,508</u>	<u>14,064</u>	<u>1,545,014</u>	<u>1,805,458</u>	<u>132,239</u>	<u>136,365</u>	<u>4,126</u>

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Two Months Ending Thursday, November 30, 2017**

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>COMMUNITY OUTREACH</u>								
Community Grants - Waldron	800	800	0	1,200	2,000	800	800	0
Community Grants - Ciklin	200	200	0	1,800	2,000	200	200	0
Community Grants - Richards	700	700	0	1,300	2,000	0	0	0
Community Grants - McArthur	200	200	0	1,800	2,000	200	200	0
Community Grants -Enright	300	300	0	1,700	2,000	300	300	0
Total	<u>2,200</u>	<u>2,200</u>	<u>0</u>	<u>7,800</u>	<u>10,000</u>	<u>1,500</u>	<u>1,500</u>	<u>0</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>MARITIME OFFICE BUILDING</u>								
Buildings & Grounds	518	520	2	9,482	10,000	259	260	1
Telephone - Elevator	166	300	134	1,634	1,800	151	150	(1)
Telephone - Fire Alarm Lines	272	533	261	2,928	3,200	272	267	(5)
Electricity	11,493	11,250	(243)	56,007	67,500	5,865	5,625	(240)
HVAC Reairs & Maint.	2,532	2,000	(532)	(532)	2,000	2,427	1,895	(532)
Total	<u>14,981</u>	<u>14,603</u>	<u>(378)</u>	<u>69,519</u>	<u>84,500</u>	<u>8,974</u>	<u>8,197</u>	<u>(777)</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>CRUISE TERMINAL</u>								
Building & Grounds	12,510	12,510	0	62,490	75,000	7,512	7,510	(2)
Electric	8,995	8,333	(662)	41,005	50,000	4,665	4,167	(498)
Electric - Chiller Plant	6,370	5,500	(870)	26,630	33,000	2,091	2,750	659
Telephone	408	833	425	4,592	5,000	408	417	9
Telephone - Elevator	272	500	228	2,728	3,000	272	250	(22)
HVAC Repairs & Maintenance	5,402	5,400	(2)	44,598	50,000	2,835	2,835	0
Janitorial Services & Supplies	8,981	24,167	15,186	136,019	145,000	4,788	12,083	7,295
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	<u>42,938</u>	<u>57,243</u>	<u>14,305</u>	<u>320,062</u>	<u>363,000</u>	<u>22,571</u>	<u>30,012</u>	<u>7,441</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>MARITIME OFFICE COMPLEX</u>								
Building & Grounds	7,437	7,435	(2)	62,563	70,000	2,465	2,465	0
Trash Removal	6,225	5,833	(392)	28,775	35,000	3,713	2,917	(796)
Electricity	13,492	12,500	(992)	61,508	75,000	6,997	6,250	(747)
Electric - Chiller Plant	9,555	7,167	(2,388)	33,445	43,000	3,136	3,583	447
Telephone	441	1,000	559	5,559	6,000	288	500	212
Telephone - Elevator	272	583	311	3,228	3,500	272	292	20
HVAC Repairs & Maintenance	9,871	9,870	(1)	40,129	50,000	7,271	7,270	(1)
Janitorial Services & Supplies	1,018	4,167	3,149	23,982	25,000	314	2,083	1,769
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	<u>48,311</u>	<u>48,555</u>	<u>244</u>	<u>261,189</u>	<u>309,500</u>	<u>24,456</u>	<u>25,360</u>	<u>904</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>RENEWAL AND REPLACEMENT</u>								
Non-Capital Expenses:	0	62,131	62,131	250,000	250,000	0	52,576	52,576
Communication Equipment Expense	5,312	0	(5,312)	(5,312)	0	5,312	0	(5,312)
Security Equipment	3,004	0	(3,004)	(3,004)	0	1,502	0	(1,502)
Office Furniture/Equip. Replacement - Expenses	3,170	0	(3,170)	(3,170)	0	1,864	0	(1,864)
Computer Systems - non-capital	360	0	(360)	(360)	0	360	0	(360)
MOC - Buildings and Grounds	18,788	0	(18,788)	(18,788)	0	18,788	0	(18,788)
Maintenance Dredging	180	0	(180)	(180)	0	0	0	0
Hurricane Irma Storm Repairs	10,467	0	(10,467)	(10,467)	0	3,900	0	(3,900)
Passenger Loading Bridge	20,850	0	(20,850)	(20,850)	0	20,850	0	(20,850)
Total	62,131	62,131	0	187,869	250,000	52,576	52,576	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
<u>OPERATIONS</u>								
Salaries - Operations	12,376	12,548	172	69,184	81,560	6,222	6,274	52
FICA Expense	906	960	54	5,333	6,239	455	480	25
Tenant Operations	2,654	2,655	1	17,346	20,000	2,654	2,655	1
Miscellaneous	0	0	0	10,000	10,000	0	0	0
Uniforms	0	0	0	500	500	0	0	0
Telephone	167	167	0	833	1,000	84	83	(1)
Total	16,103	16,330	227	103,196	119,299	9,415	9,492	77

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Two Months Ending Thursday, November 30, 2017

	<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>November Current Actual</u>	<u>November Approved Budget</u>	<u>Monthly Variance</u>
Total Expenses	<u>1,322,209</u>	<u>1,443,480</u>	<u>121,271</u>	<u>7,983,205</u>	<u>9,305,414</u>	<u>691,697</u>	<u>741,939</u>	<u>50,242</u>

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

**CONSENT AGENDA
ITEM G-2**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO January 5, 2018

SUBJECT: Cargo Reports and Customer Performance Summary for the month ended November 30, 2017 (FY 2018), and prior.

BACKGROUND: Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month ended November 30, 2017 (FY 2018), and prior.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cargo Reports and Customer Performance Summary for the month ended November 30, 2017 (FY 2018), and prior.

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
ALL-CARGO TONNAGE REPORT
NOVEMBER 2017**

	NOV 2017 Actual	NOV 2016 Actual	Variance	Year To Date Oct '17 - Nov '17	Year To Date Oct '16 - Nov '16	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container	117,208	119,823	(2.18%)	235,339	217,214	8.34%
Break-bulk	8,867	5,046	75.72%	15,026	10,775	39.45%
Trans-Shipment	4,882	10,517	(53.58%)	8,742	17,416	(49.80%)
Sub-Total General Cargo	<u>130,957</u>	<u>135,386</u>	<u>(3.27%)</u>	<u>259,107</u>	<u>245,405</u>	<u>5.58%</u>
Bulk and Dry Cargo						
Asphalt	7,079	6,504	8.84%	14,244	20,672	(31.10%)
Diesel Fuel	13,451	7,993	68.28%	25,446	17,641	44.24%
Utility Fuel Oil	0	0	0.00%	0	0	0.00%
Miscellaneous	0	0	0.00%	0	0	0.00%
Molasses	0	27,560	(100.00%)	0	38,583	(100.00%)
Sugar	58,716	73,100	(19.68%)	117,432	131,100	(10.43%)
Sub-Total Bulk and Dry Cargo	<u>79,246</u>	<u>115,157</u>	<u>(31.18%)</u>	<u>157,122</u>	<u>207,996</u>	<u>(24.46%)</u>
Recyclable Steel	0	0	0.00%	0	0	0.00%
TOTAL ALL CARGO	<u><u>210,203</u></u>	<u><u>250,543</u></u>	<u><u>(16.10%)</u></u>	<u><u>416,229</u></u>	<u><u>453,401</u></u>	<u><u>(8.20%)</u></u>
Containers - 20-Foot (TEU)						
Inbound	12,364	13,179	(6.18%)	23,131	23,579	(1.90%)
Outbound	12,977	13,005	(0.22%)	25,733	23,665	8.74%
Trans-Shipment	496	942	(47.35%)	869	1,549	(43.90%)
TOTAL TEUs	<u><u>25,837</u></u>	<u><u>27,126</u></u>	<u><u>(4.75%)</u></u>	<u><u>49,733</u></u>	<u><u>48,793</u></u>	<u><u>1.93%</u></u>
Rail Cars In	805	841	(4.28%)	1,546	1,496	3.34%
Rail Cars Out	814	844	(3.55%)	1,551	1,497	3.61%
Vessels (cargo)	135	126	7.14%	251	238	5.46%
Vessels (multi-day cruise)	0	14	(100.00%)	0	26	(100.00%)
Passengers						
Multi-Day Cruise	0	27,894	(100.00%)	0	49,699	(100.00%)
Other (includes in-transit)	0	0	0.00%	0	0	0.00%
TOTAL PASSENGERS	<u><u>0</u></u>	<u><u>27,894</u></u>	<u><u>(100.00%)</u></u>	<u><u>0</u></u>	<u><u>49,699</u></u>	<u><u>(100.00%)</u></u>

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

**PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
NOVEMBER 2017**

	ALL CUSTOMERS				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 932,954	\$ 1,751,473	\$ 1,783,644	TONNAGE	210,203	416,229	453,401	
RENTS	374,901	732,590	713,601	TEUS	25,837	49,733	48,793	
TOTAL	<u>\$ 1,307,855</u>	<u>\$ 2,484,063</u>	<u>\$ 2,497,245</u>	RAILCARS	1,619	3,097	2,993	
				PASSENGERS	0	0	49,699	

	TROPICAL SHIPPING				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 440,987	\$ 868,294	\$ 800,950	TONNAGE	119,763	239,138	230,428	
RENTS	112,830	225,661	225,822	TEUS	25,268	48,631	48,388	
TOTAL	<u>\$ 553,817</u>	<u>\$ 1,093,955</u>	<u>\$ 1,026,773</u>	RAILCARS	1,615	3,093	2,983	

	MULTI-DAY CRUISE (including parking)				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE-NET	\$ 105,000	\$ 210,000	\$ 321,410	TONNAGE	0	0	0	
RENTS	5,389	10,778	40,222	CARS	0	0	6,472	
TOTAL	<u>\$ 110,389</u>	<u>\$ 220,778</u>	<u>\$ 361,632</u>	PASSENGERS	0	0	49,699	

	FLORIDA SUGAR AND MOLASSES				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 92,681	\$ 171,729	\$ 255,329	TONNAGE	58,716	117,432	169,682	
RENTS	19,922	39,843	39,843	TEUS	0	0	0	
TOTAL	<u>\$ 112,603</u>	<u>\$ 211,572</u>	<u>\$ 295,172</u>	RAILCARS	0	0	0	

	TEETERS				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 70,197	\$ 104,815	\$ 60,540	TONNAGE	2,959	5,654	3,674	
RENTS	30,586	57,150	44,237	TEUS	165	313	227	
TOTAL	<u>\$ 100,783</u>	<u>\$ 161,965</u>	<u>\$ 104,777</u>	VEHICLES	865	1,378	723	

	SOUTH FLORIDA MATERIALS/VALERO				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 22,034	\$ 45,185	\$ 105,413	TONNAGE	20,530	39,691	38,313	
RENTS	2,996	5,957	5,830	TEUS	0	0	0	
TOTAL	<u>\$ 25,030</u>	<u>\$ 51,142</u>	<u>\$ 111,243</u>	RAILCARS	0	0	0	

	GULFSTREAM				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 24,435	\$ 47,942	\$ 52,481	TONNAGE	4,434	7,977	8,699	
RENTS	21,375	36,500	29,727	TEUS	400	721	723	
TOTAL	<u>\$ 45,810</u>	<u>\$ 84,442</u>	<u>\$ 82,209</u>	RAILCARS	4	4	6	

	T PARKER HOST				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 34,237	\$ 62,375	\$ 68,830	TONNAGE	2,646	3,747	2,251	
RENTS	419	839	816	TEUS	0	6	30	
TOTAL	<u>\$ 34,656</u>	<u>\$ 63,214</u>	<u>\$ 69,646</u>	RAILCARS	0	0	0	

	STONEROCK				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 25,833	\$ 51,667	\$ 9,584	TONNAGE	0	0	0	
RENTS	16,333	32,666	32,667	TEUS	0	0	0	
TOTAL	<u>\$ 42,166</u>	<u>\$ 84,333</u>	<u>\$ 42,251</u>	RAILCARS	0	0	0	

	MINIMUM GUARANTEES			PRIOR
	CURRENT YEAR		YTD	
	UNIT	YTD		
CEMEX(USA)	150,000 st	\$ -	\$ 154,000	
So. FL Materials	800,000 bbl	-	59,778	
TOTAL		<u>\$ -</u>	<u>\$ 213,778</u>	

	ADDITIONAL RENTS			PRIOR
	CURRENT YEAR		YTD	
	MONTH	YTD		
MERCHANTS	\$ 34,122	\$ 68,244	\$ 56,341	
GSA	40,557	81,114	81,131	
CBS	9,959	19,918	19,528	
CHENEY	7,931	15,862	14,420	
SHAMBA	18,766	37,532	37,532	
ALL OTHER	46,645	86,383	74,176	
TOTAL	<u>\$ 157,980</u>	<u>\$ 309,053</u>	<u>\$ 283,128</u>	

	PORT CONTRACTORS				CURRENT YEAR			PRIOR
	CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
	MONTH	YTD			MONTH	YTD		
REVENUE	\$ 15,165	\$ 25,740	\$ 2,758	TONNAGE	935	2,093	352	
RENTS	7,071	14,143	11,309	TEUS	4	62	0	
TOTAL	<u>\$ 22,236</u>	<u>\$ 39,883</u>	<u>\$ 14,067</u>	RAILCARS	0	0	0	

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

**CONSENT AGENDA
ITEM G-3**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO January 5, 2018

SUBJECT: Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statements – November 2017.

BACKGROUND: The Cash and Investment Reconciled Bank Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – November 2017.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – November 2017.

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
CASH BALANCES
NOVEMBER 30, 2017**

UNRESTRICTED CASH:

Operating Accounts	\$ 13,206,249	
Cruise Terminal Infrastructure Fee	215,962	
Petty Cash	1,600	
TOTAL UNRESTRICTED CASH		\$ 13,423,811

RESTRICTED CASH:

Board Restricted

Capital Improvement:

FDOT Seaport Grant Projects (1)	\$ 5,276,150	
Less: Grant Receivable	\$ (93,544)	
Net Grants	\$ 5,182,605	

Other Capital Improvement	\$ 677,552	
Total Capital Improvement	\$ 5,860,158	

Renewal and Replacement	\$ 751,820	
Port Development	\$ 638,306	
Deposits and Other	\$ 375,000	

Total Board Restricted Cash **\$ 7,625,284**

Bond Restricted - Debt Service

Reserve for Revenue bonds	\$ 4,362,816	
Sinking Fund Bond Escrows for P&I	\$ 1,022,969	

Total Bond restricted Cash **\$ 5,385,786**

TOTAL RESTRICTED CASH **\$ 13,011,069**

TOTAL CASH **\$ 26,434,881**

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

**PORT OF PALM BEACH DISTRICT
STATEMENT OF CASH FLOWS
For the Month of November 2017**

	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 11/1/2017	\$ 11,659,224	\$ 1,758,320	\$ (0)	\$ 8,614	\$ 1,600	\$ 13,427,758
Receipts	1,378,910	822,741	-	-	-	2,201,650
Transfers In	24,370	-	1,178,142	357,000	-	1,559,512
Interest	5,721	-	-	-	-	5,721
Payments	(22,274)	(28,609)	(1,178,142)	(238,983)	-	(1,468,008)
Transfers Out	(1,427,533)	(875,290)	-	-	-	(2,302,822)
Ending Balance 11/30/2017	<u>\$ 11,618,419</u>	<u>\$ 1,677,162</u>	<u>\$ -</u>	<u>\$ 126,630.15</u>	<u>\$ 1,600.00</u>	<u>\$ 13,423,811</u>
NET CHANGE (Current)	(40,805)	(81,158)	0	118,017	-	(3,946)
NET CHANGE (YTD)	613,404	(57,703)	0	117,899	0	673,600

	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 11/1/2017	\$ 375,000	\$ 600,399	\$ 0	-	459,030	-	5,053,616	\$ 6,488,045
Receipts	-	19	-	72,782	-	-	-	\$ 72,801
Transfers In	-	56,279	18,390	-	455,426	155,351	328,758	\$ 1,014,204
Interest	-	-	-	-	-	-	3,748	\$ 3,748
Payments	-	-	(18,390)	(5,781)	-	(109,985)	(336)	\$ (134,492)
Transfers Out	-	(18,390)	-	(67,001)	(162,635)	(45,367)	-	\$ (293,394)
Ending Balance 11/30/2017	<u>\$ 375,000</u>	<u>\$ 638,306</u>	<u>\$ 0</u>	<u>-</u>	<u>751,820</u>	<u>-</u>	<u>5,385,786</u>	<u>\$ 7,150,912</u>
NET CHANGE (Current)	-	37,907	-	-	292,791	-	332,169	662,867
NET CHANGE (YTD)	350,000	265,854	0	0	(46,766)	0	699,142	1,268,230

	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 11/1/2017	5,223,871	681,020	5,904,891	\$ 25,820,694
Receipts	-	-	-	2,274,451
Transfers In	90,634	67,233	157,867	2,731,583
Interest/Dividends	-	-	-	9,469
Payments	(64,667)	(2,566)	(67,233)	(1,669,733)
Transfers Out	(67,233)	(68,134)	(135,367)	(2,731,583)
Ending Balance 11/30/2017	<u>5,182,605</u>	<u>677,552</u>	<u>5,860,158</u>	<u>\$ 26,434,881</u>
NET CHANGE (Current)	(41,266)	(3,467)	(44,733)	614,187
NET CHANGE (YTD)	(336,683)	(358,534)	(695,216)	1,427,199

No significant cash transactions to report.

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 @ 11/30/17	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	\$ 573,236	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	Funds to be used after bond monies are spent
422827-1-94-03	G0995	Berth 17 -SIPA 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	ARI70	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	\$ 133,542	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	Project has not commenced
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	\$ 424,659	Open & in planning phase
434833-1-94-01	ARS49	Berth 1 Expansion	03/06/15	12/31/18	50 / 50	\$ 769,000	\$ 384,500	\$ 384,500	\$ 292,018	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	\$ 77,695	Open & Under way
Port of Palm Beach - FDOT Seaport Grants										

\$ 5,276,149.72

**PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 11/28/17**

BUSINESS DEVELOPMENT FUND:

SUN SENTINEL- MONTHLY SUBSCRIPTION FEE	\$ 15.96
ADOBE- MONTHLY SUBSCRIPTION FEE	\$ 49.99
PALM BEACH POST- MONTHLY SUBSCRIPTION FEE	\$ 20.32
FACEBOOK.COM- ADVERTISING	\$ 167.45
LAW PUBLICATIONS- ADVERTISEMENT IN EDUCATIONAL MAGAZINE FOR PBSO	\$ 949.00
PB NORTH CHAMBER OF COMMERCE- 2 TICKETS TO BUSINESS BEFORE HOURS ON 12/6/17 FOR J. KACZWARA & A. ALONZO	\$ 60.00
MULTIVIEW, INC.- ANNUAL LISTING ON IANA WEBSITE	\$ 949.00
SHUTTERSTOCK- UNAUTHORIZED CHARGE WHICH IS BEING REMOVED BY AMERICAN EXPRESS	\$ 29.00
CHAMBER OF COMMERCE OF THE PALM BEACHES- REFUND DUE TO BEING UNABLE TO ATTEND EVENT	\$ (400.00)
ECONOMIC FORUM- LUNCHEON TICKETS FOR COMMISSIONER ENRIGHT ON 11/14/17	\$ 110.00
CHAMBER OF COMMERCE OF THE PALM BEACHES- BREAKFAST TICKET FOR COMMISSIONER WALDRON 11/15/17	\$ 45.00
PB NORTH CHAMBER OF COMMERCE- TICKETS TO BUSINESS AFTER HOURS ON 11/29/17 FOR COMMISSIONER CIKLIN	\$ 30.00
NAVY LEAGUE- LUNCHEON TICKETS FOR COMMISSIONER ENRIGHT	\$ 90.00
PB NORTH CHAMBER OF COMMERCE- BUSINESS AFTER HOURS REGISTRATION FOR COMMISSIONER CIKLIN ON 12/14/17	\$ 30.00
ABSOLUTE PART RENTAL- TABLE RENTALS FOR JOB FAIR HOSTED IN CRUISE TERMINAL ON 11/2/17	\$ 293.18
PUBLIX- LUNCH FOR ENGINEERING PRE-CONSTRUCTION MEETING	\$ 59.13
TARGET- REFRESHMENTS FOR NOVEMBER TENANT MEETING	\$ 38.21
TARGET- RETURNED ITEMS FROM NOVEMBER TENANT MEETING	\$ (19.95)
TOOJAYS- COFFEE FOR NOVEMBER TENANT MEETING	\$ 72.32
RUSSO'S- WORKING LUNCH WITH PORT STAFF AND FEMA	\$ 103.34
NATURE'S WAY CAFÉ- WORKING LUNCH WITH A. ALONZO AND BPCP	\$ 73.07
RUSSO'S- LUNCH FOR PORT STAFF DURING EVERBRIDGE TRAINING	\$ 55.23
WISTA USA, INC.- 2018 MEMBERSHIP DUES FOR J. KACZWARA	\$ 104.00
RUSSO'S- LUNCH FOR PORT STAFF DURING EVERBRIDGE TRAINING	\$ 45.26
CAFÉ CENTRO ALLORA- BUSINESS LUNCH DISCUSSING PEANUT ISLAND	\$ 147.19
HILTON SINGER ISLAND- BUSINESS LUNCH WITH COMMISSIONER AND RIVIERA BEACH COUNCILPERSON	\$ 99.00
SAILFISH MARINA- BUSINESS LUNCH DISCUSSING BERTHING FOR MOLASSES SHIP	\$ 103.22
STACKSOCIAL- TRAINING ON ADOBE SOFTWARE FOR PORT PRESENTATIONS	\$ 29.00
Ⓞ CHECK #6126 - 12/20/17	<u>\$ 3,347.92</u>

OPERATIONS AND MAINTENANCE FUND:

WALMART- RESTOCK BEVERAGES FOR PORT MEETINGS	\$ 63.22
AMAZON.COM- WIRELESS KEYBOARD & MOUSE FOR Y. MORALES' OFFICE	\$ 94.08
AMAZON.COM- IT SUPPLIES FOR Y. MORALES' OFFICE	\$ 5.54
AMAZON.COM- PHONE CASE FOR Y. MORALES' NEW PORT IPHONE	\$ 184.99
AMAZON.COM- PHONE CASE FOR A. FAWCETT'S NEW PORT IPHONE	\$ 23.48
TARGET- FOOD ITEMS FOR PORT FALL FESTIVAL	\$ 18.29
PARTY CITY- SUPPLIES FOR PORT FALL FESTIVAL	\$ 16.69
BROOKLYN WATER BAGEL- ITEMS FOR PORT FALL FESTIVAL	\$ 25.98
PUBLIX- SUPPLIES FOR PORT FALL FESTIVAL	\$ 15.35
PARTY CITY- SUPPLIES FOR PORT WINTER FEST	\$ 22.44
DOLLAR TREE- DÉCOR FOR PORT WINTER FEST	\$ 11.77
PATRIOT FLOORING- MATERIALS TO UPGRADE FLOORING IN BAGGAGE CLAIM & CUSTOMS AREAS OF CRUISE TERMINAL	\$ 370.26
PUBLIX- FRUIT FOR PORT FALL FESTIVAL	\$ 18.72
MORPHOTRUST USA- RENEWAL OF TWIC BADGE FOR J. BEDOYA	\$ 125.25
MORPHOTRUST USA- RENEWAL OF TWIC BADGE D. TALABERT	\$ 125.25
SIMPLISAFE- SECURITY CAMERAS FOR PEANUT ISLAND	\$ 206.34
1-800-FLOWERS- FLOWER ARRANGEMENT FOR P. ZIELINSKI	\$ 80.23
LEAFLET MISSAL CO.- RESERVED SIGN FOR SECURITY TO BE USED DURING MONTHLY BOARD MEETINGS	\$ 39.95
Ⓞ CHECK #20655 - 12/20/17	<u>\$ 1,447.83</u>

Ⓞ THE ABOVE CHARGES WERE THROUGH THE MONTHLY STATEMENT ENDING ON 11/28/17.

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

**CONSENT AGENDA
ITEM G-4**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO January 5, 2018

SUBJECT: Accountant's Review Report for November 2017

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 November 2017.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Accountant's Review Report for November 2017 issued by the firm of Divine, Blalock, Martin & Sellari, LLC to the Port of Palm Beach District.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

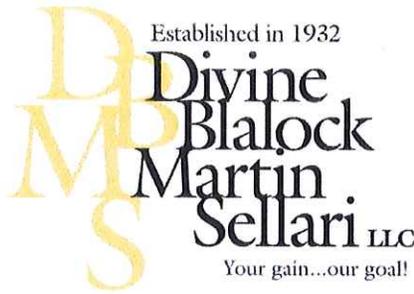
Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

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+I, A+



Certified Public Accountants and Consultants

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MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI

December 12, 2017

Board of Commissioners
Port of Palm Beach District
1 East 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Port Commissioners:

In accordance with our contract for accounting and auditing of the Port of Palm Beach District, we have reviewed the following for the month of November 2017:

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 G-5**

PREPARED BY: Paul Zielinski Chief Financial Officer December 27, 2017

SUBJECT: Contract Report

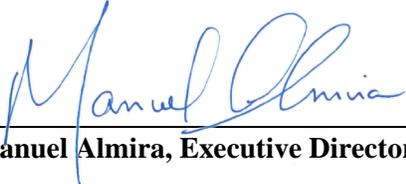
BACKGROUND: Attached is a copy of the Port of Palm Beach Contract Report for review and discussion.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes _____ **X** _____

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
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
<u>Pending Items</u>								
G&K Services	Port Wide	Cleaning supplies (shop rags/mop heads)	Maintenance/Ken Hern	02/27/17	2/27/2018	1	Annual cost is \$458.40	Cancellable at any time, with written notification of effective termination date. After initial year, agreement will renew for 3 yrs., unless written notify. 90 days prior. This service is included in the RFP for Uniform Services.
Dunbar Armored, Inc.	MOC Office	Armored Car Service	Finance/Paul Zielinski	02/02/15	3/1/2018	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: Monthly Rate \$226.15/month and 5.3% Increase on the excess limits, time and Holiday.	Written notice of termination is 90 days prior to any anniversary date. Port staff recommends a one year contract extension with a projected monthly cost of \$226.15
Nozzle Nolen, Inc.	Various Locations: MOC/CT, MOB, POC & S. Gate	Pest Control	Maintenance/Ken Hern	05/02/07	3/10/2018	1	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. Port staff to request approval to issue RFP in February.
Nozzle Nolen, Inc.	Southgate Warehouse	Asian Sub-Termites	Maintenance/Ken Hern	1/20/2008	4/18/2018	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	4/19/2018	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.
Nozzle Nolen, Inc.	MOC	Subterranean Termites	Maintenance/Ken Hern	4/7/2009	4/6/2018	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	MOC/CT	Termite Agreement/Drywood	Maintenance/Ken Hern	05/07/09	4/30/2018	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.
idSoftware	Security	Vischeck Visitor Management System for visitors and employees.	Security/Ken Hern	05/01/16	4/30/2018	1	\$4,188.00 per year. Covered under 2016 PSGP.	Cancellable at any time, with written notification of effective termination date.
Civic Plus	Web Site	Redesign service agreement & web hosting	Bus. Development/Jarra Kaczvara	05/01/13	4/30/2018	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 p/yr.	60 day written notice.
Wells Fargo (formerly Wachovia)	MOC	Banking Services	Finance/Paul Zielinski	02/01/06	4/30/2018	2	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.

**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
Power Pro-Tech Services, Inc. Formally Advantage Generator	MOC/Southgate	Quarterly Generator Inspections	Maintenance/Ken Hern	12/01/13	5/2/2018	1	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.	Either party may terminate this agreement upon a 30 day written notice.
Image Janitorial Services, Inc.	MOC	Floor Maintenance	Maintenance/Ken Hern	05/21/12	5/20/2018	3	For weekend janitorial service with the cost of \$39,401.50 per year. \$29.00 per hour. On 12/4/13 letter was executed and contract was resolved to floor maintenance service portion of the contract only. 2015: 3 year floor maintenance agreement approved with no increase for 3 years.	Cancellation at any time with written notice.
Diligent Board Member Services, Inc.	MOC	Digital Board books	Beatrice Greffin	05/27/14	5/26/2018	1	For the storage of electronic board books in the amount of \$9,270.00 with one time installation fee of \$1,773.00. 2015, 2016: 1yr renewal with no increase.	30 days written notice.
Nozzle Nolen, Inc.	POC/Maintenance	Subterranean Termites	Maintenance/Ken Hern	05/28/13	5/27/2018	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.
Civic Plus	Web Site	Notification system (integrates SMS, email and social media)	Bus. Development/Jarra Kaczwarra	05/01/13	5/31/2018	1	2014-2015: \$995.00 p/yr. 2016: \$995.00 p/yr. and Third year will be \$ 1990.00 p/yr.	60 day written notice.
SimplexGrinnell	Southgate Warehouse	Fire Alarm Detection, Pump, Sprinkler, Monitoring Test & Inspect	Maintenance/Ken Hern	06/01/08	5/31/2018	3	Cost is \$4,392.21 per year. 3 yr. ext. 2014 - 2017 w/no increase. 2017- 1 yr. ext. with 6% increase (\$20,305)	30 day written notice.
SimplexGrinnell	MOC/CT, MOB, Tropical - #7, Eastern Frt., POC	Fire Alarm Detection Systems Test & Inspect	Maintenance/Ken Hern	06/01/11	5/31/2018	3	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.
SimplexGrinnell	MOC/CT, MOB, Merchants, Tropical - #7, Eastern Frt., POC	Fire Alarm Monitoring	Maintenance/Ken Hern	06/01/11	5/31/2018	3	1 yr., 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.
SimplexGrinnell	MOC/CT, MOB, Tropical - #8, Eastern Frt., POC	Monitoring Panel	Maintenance/Ken Hern	06/01/11	5/31/2018	3	1 yr., 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.

**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
SimplexGrinnell	MOC/CT, MOB, Merchants	Fire Pump Test & Inspect	Maintenance/Ken Hern	06/01/11	5/31/2018	3	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.
SimplexGrinnell	MOC/CT, MOB, Eastern Frt., POC	Fire Sprinkler System Test and Inspect	Maintenance/Ken Hern	06/01/11	5/31/2018	3	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)	30 day written notice.
Hilltop Securities (Formerly First Southwest Company (FSC))	MOC	Prep./submission of disclosure reports	Finance/Paul Zielinski	08/04/05	6/14/2018	1	2 yr. renewal through 09, 2011: 5-yr Contract. Cost is currently \$1,500.00 per year. 2016: No increase, 2017 no increase.	30 days written notice.
Florida Court Reporting (FCR)	MOC	Court Reporting Services	Records/Beatrice Greffin	06/16/15	6/15/2018	1	Cost is currently \$8,220.00 per year. 2016: No increase, 2017 no increase.	30 days written notice.
Iron Mountain	Off-site Location	Records Storage & Retention	Records/Beatrice Greffin	07/01/02	7/1/2018	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 - 1 yr. ext. - 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	7/31/2018	1	Automatic 1 yr. renewals through 06, 2-yr. renewal 06-08, with increase in rate from \$160 - \$200 p.h. 1-yr. renewals 09-17 same terms and conditions. Cost is currently \$200 per hour.	30 days written notice.
Nozzle Nolen, Inc.	Bldg. 12 (Old EFF)	Dry wood Termite	Maintenance/Ken Hern	08/06/15	8/5/2018	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.
ThyssenKrupp Elevator	M.O.B.	Elevator Maintenance Agreement	Maintenance/Ken Hern	08/25/12	8/25/2018	5	Cost is \$6,058.52 per yr. Cost form 8/25/12 - 12/31/13 will be \$686.04 per month. (2016) Quarterly cost \$2,322.06 = \$774.02 p/month, no increase for 2017.	90 days written notice.
Ricoh	M.O.C.	6th Fl. Fax Maintenance Agreement - 4420NF - 11549811-behind receptionist	Finance/Paul Zielinski	09/01/10	9/1/2018	1	Cost is \$250.00 annually. No increases through 2016.	30 day written notice.
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.
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.
idSoftware	Southgate Warehouse	Hardware & Software Support and Maintenance - TWIC fingerprint scanners.	Security/Ken Hern	03/01/14	9/30/2018	1	One year renewals thereafter. Current cost \$18,024.00 per year.	60 days written notice.
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		

**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
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		
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		
Metlife		Port/employee paid dental insurance	Finance/Paul Zielinski	10/01/16	9/30/2018	1		
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		
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.
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 bld. 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.
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.
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	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
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

**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
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 receipt. 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.
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	8/20/2017	Monthly	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 \$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. Issuing RFP. Month-to-month until RFP complete.
O'Hara Landscape & Maintenance	MOC	Landscape Services	Maintenance/Ken Hern	09/21/15	9/30/2017	Monthly	Cost is \$9,000 annually. 2016/ 1-yr renewal, no incr.	60 days written notice, or 30 days - for non-performance. Issuing RFP. Month-to-month until RFP complete.
G&K Services	Maintenance	Uniform Services	Maintenance/Ken Hern	08/23/13	10/23/2017	Monthly	One yr. contract extensions 14 - 16. Current cost \$5,247.84 per yr.	Vendor has 60 days to correct non-performance issues. If not, 15 days written notice of cancellation shall be provided. 90 days written notice is required, for non-renewal of contract. Issuing RFP. Month-to-month until RFP complete.
Southern National Track Services, Inc.	Railroad Track Repairs	Track Repairs	Maintenance/Ken Hern	10/24/13	10/23/2017	Monthly	10/14 upcoming renewal will increase 5% which will increase the amount to \$131,723.00 annually. 2015: 5% increase. \$138,309.15. 5% incr. 2016 - \$145,215 p/y	Can be terminated by either party for convenience. Issuing RFP. Month-to-month until RFP complete.
CH2M HILL	Engineering	Consulting Engineers	Engineering/Jose Soler	03/11/08	Until Terminated	N/A	New contract 08.	90 days written notice
Palm Beach Post	M.O.C.	Advertising Contract	Bus. Development/Jarra Kaczvara	01/13/98	Until Terminated	N/A	N/A	30 days written notice
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
Spectrum Municipal Services	M.O.C.	Financial Advisor	Finance/Paul Zielinski	04/20/00	Until Terminated		N/A	60 days written notice
Waste Management	300 Middle Road	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated		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	Franchise agreement with City of Riviera Bch
Waste Management	M.O.B.	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated		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	Franchise agreement with City of Riviera Bch
Waste Management	Southgate Warehouse	Dumpster Service	Maintenance/Ken Hern	02/18/09	Until Terminated		N/A	Franchise agreement with City of Riviera Bch
AFLAC	1932 Wynnton Road Columbus, GA 31999	Provides voluntary, employee-paid, policies to Port staff	Beatrice Greffin/ Human Resources	???	4/1/2001	Open	Optional insurance for employees: cancer, hospitalization, etc.	N/A
AIG Valic Financial Advisors, Inc.	2929 Allen Parkway Houston, TX 77019	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	05/01/06	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
AXA Equitable	1290 Avenue of the Americas New York, NY 10104	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	???	1/1/1980	Open	457 plan deferred optional retirement plan	N/A

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

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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 G-6**

January 10, 2018

PREPARED BY: Jarra Kaczwarra Sr. Director, Business Development/Communications
Venice Howard Deputy Clerk

SUBJECT: Business Development

BACKGROUND: The following items are presented for approval and/or ratification:

Sponsorships

Palm Beach State College, Executive Leaders Panel Event - Lunch Sponsorship, February 8, 2018	\$500
Palm Beach North Chamber, ArtiGras – Business Partner Sponsorship, Red Level, February 17-19, 2018	\$500

Trade Events

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

Seminars and Conferences

Florida Ports Council Spring Board Meeting	January 31-February 1, 2018	Tallahassee, FL
Florida Ports Council Spring D.C. Fly-Inn	March 27-29, 2018	Washington, DC
Florida Ports Council Summer Board Meeting	May 23, 2018	Orlando, FL
Florida Ports Council Annual Board Meeting	September 5-6, 2018	St. Petersburg, FL

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

ADDITIONAL INFORMATION ATTACHED: No Yes

RECOMMENDATION: The Board of Commissioners is respectfully requested to approve and/or ratify the above listed trade events and 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: _____



TO: Jarra Kaczvara, *Senior Director – Business Development*

FROM: Kimberly Allen, *Associate Dean – Business & Computer Science*
Priscilla Taylor, *Chair – PBSC Business & Accounting Advisory Board*

DATE: January 8, 2018

RE: Potential Sponsorship of Executive Leaders Panel Discussion

As previously discussed with Priscilla Taylor, the *Business & Accounting Business Partnership Advisory Board* is seeking sponsorship for the upcoming *Executive Leaders Panel Discussion* event on February 8, 2018. The event will be held at the Lake Worth Campus at 5:30PM. This event is an attempt to introduce students to industry leaders in an effort to increase retention and completion rates, as well as inform students of employment opportunities available to them post-graduation. This is also an excellent opportunity for industry leaders to share their employment needs, requirements and expectations for employment.

A similar event was held last April and was highly successful. The last event was attended by more than a hundred students. This event will be targeting the following program areas: *Supply Chain Management & Logistics; Entrepreneurship; Accounting; Marketing and Risk Management & Insurance.*

The sponsorship funds will be used to cover the cost of refreshments for attendees. At the last event, boxed meals (wraps, chips cookies and beverage) were provided. Similar refreshments will be provided again based on sponsorship.

We appreciate your consideration of sponsorship and look forward to hearing from you soon.

Happy New Year!



ArtiGras '18

Fine Art Experienced



ABACOA JUPITER, FLORIDA • FEB 17, 18 & 19

Sponsored by



Produced by
PALM BEACH NORTH
CHAMBER OF COMMERCE

For Tickets & Info visit:
artigras.org

ARTIGRAS FINE ART EXPERIENCED FESTIVAL

ArtiGras Fine Art Experienced Festival is the premier fine art festival of the Palm Beaches. Ranked as one of the top 50 art shows in the United States, ArtiGras showcases a unique juried exhibition of 300 fine artists from all over the country and draws tens of thousands of patrons. The three-day event also features interactive art exhibits, live music, children's interactive art activities, food and drink, and demonstrations that provide an arts experience like no other in South Florida. ArtiGras has been selected as one of the Top 20 Events in the Southeast by the Southeast Tourism Society. ArtiGras benefits over 60 school art programs and non-profit organizations.

Frequency: Annually during President's Day weekend

***10% discount offered to sponsors who commit to ArtiGras and ArtFest by the Sea at the same time.**

Title Sponsor | \$5,000 - \$7,500

This sponsorship gives title rights to individual components of the Festival. Only one is available for each of the following areas:



SOLD Main Stage- \$7,500: Includes signage at main stage area which is at the center of the festival and provides on-going musical entertainment during the event.

NEW!! ArtiMonday Special Event - \$7,500: Includes extensive branding, Company representative presentation time to attendees and signage during the special event geared towards business women and entrepreneurs in Palm Beach. Special event will be held on Monday in the VIP Hospitality Tent. Sponsor also receives benefits throughout the festival.

SOLD Kick Off Party - \$5,000: Annual cocktail party and Poster unveiling for VIP's, Patron Society Members, Artists and sponsors.

SOLD ArtiKids Area - \$5,000: Hosts the area designed for under 12 patrons.

Volunteers - \$5,000: Volunteer headquarters, home to the 1200 volunteers throughout the three days including logo rights on all volunteer uniform t-shirts.

SOLD Youth Art Competition - \$5,000: K-12 youth art competition featuring 100 schools in Palm Beach County. Winners are displayed during and after the event.

Kids Under 12 are FREE - \$5,000: Kids Under 12 get in Free courtesy of sponsor - used in all ticket sales promotions.

Information Booth - \$5,000: The information booth keep patrons informed or where to go, what to do and who to see.

SOLD Comfort Zone - \$5,000: Comfort Zone features plenty of seating to rest in between viewing all of that fabulous artwork.

SOLD Hospitality - \$5,000: Ticketed area for VIPs with complimentary food, beverage and entertainment throughout the weekend.

Art Wall - \$5,000: 100 foot wall where youth each get one square of the wall to show off their creative genius.

Benefits

1. **Tickets and Hospitality.** Hospitality / Entertainment benefits for distribution to key customers, clients and employees as outlined below:

- a. 30 one-day tickets to ArtiGras (value \$330)
- b. 18 passes to VIP Hospitality area (value \$1,800), 6 per day Saturday through Monday, provides complimentary lunch and beverages
- c. 6 three-day passes (value \$132), allowing guests to enter the event on all three days with one tickets
- d. 4 passes to the ArtiGras Kick-Off Party (value \$400), showcasing the commemorative poster unveiling and cocktail party



2. **Internet Site.** Your logo will be included on the ArtiGras internet site from now through June 2018. A hyperlink can be included to your web site if web address is provided to ArtiGras staff.
3. **Full Promotional Rights.** Your company logo will be included on the following ArtiGras print collateral:
 - a. Official Event program
 - b. Sponsor Recognition billboard posted prominently at the event site all three days
 - c. Promotional rack card (distributed in visitor's centers, rental car agencies and hotels prior to the event)
 - d. Post-event "Thank You" e-blast
4. **Extensive On-Site Presence.** Sponsor will have access to patrons through the following opportunities:
 - a. 12' x 12' space to be used to promote your company and its services to our audience. One 10' x 10' tent with four sidewalls, electric, one 8' table and two chairs are included. Sponsor is responsible for all décor, promotions, signage, and giveaways. You may use the space to display and sample products, distribute literature or coupons, conduct consumer research, solicit product feedback or build your database. We encourage all sponsors to conduct an art-related and/or family friendly activity from your booth to attract attendees. All activities and promotions must be preapproved by ArtiGras staff.
 - b. Placement of 1 Sponsor logo banner no larger than 10' x 4' throughout festival grounds. Banners must be delivered to ArtiGras staff at a to be determined date. Placement to be determined by ArtiGras staff.
5. **Exclusive rights to Official Title Area Sponsorship.** As the Official Title Area sponsor, sponsor will have top-level title sponsor trademark recognition as outlined below:
 - a. Sponsor name will be included as Official Title Sponsor in all press releases related to Title area.
 - b. Sponsor name will be included on festival map designating where Title area is located.
 - c. All signage related to Title area will include sponsor logo. ArtiGras will create a minimum of two large signs designating the entrance and exit of the Title area.
 - d. Sponsor will be recognized in the special insert in **The Palm Beach Post** with a distribution of over 42,000 copies throughout Palm Beach County.
6. **Post event items.** Sponsor will receive the following items within 45 days of the completion of the event:
 - a. Sponsor will receive a detailed report following ArtiGras including media affidavits, press clippings, copies of all promotional pieces and a full media marketing profile of event attendees.
 - b. Sponsor will receive one (1) unframed and signed ArtiGras commemorative posters as well as one (1) framed and unsigned ArtiGras commemorative posters.



Presidential Sponsor | \$3,850 or \$7,500 for premium location

1. **Tickets and Hospitality.** Hospitality / Entertainment benefits for distribution to key customers, clients and employees as outlined below:
 - a. 24 one-day tickets to ArtiGras (value \$264)
 - b. 12 passes to VIP Hospitality area (value \$1,200), 4 per day Saturday through Monday, provides complimentary lunch and beverages
 - c. 4 three-day passes (value \$88), allowing guests to enter the event on all three days with one tickets
 - d. 4 passes to the ArtiGras Kick-Off Party (value \$400), showcasing the commemorative poster unveiling and cocktail party

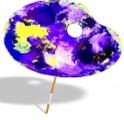
2. **Internet Site.** Your logo will be included on the ArtiGras internet site from now through June 2018. A hyperlink can be included to your web site if web address is provided to ArtiGras staff.

3. **Full Promotional Rights.** Your company logo will be included on the following ArtiGras print collateral:
 - a. Official Event program
 - b. Sponsor Recognition billboard posted prominently at the event site all three days
 - c. Post-event "Thank You" e-blast

4. **Extensive On-Site Presence.** Sponsor will have access to patrons through the following opportunities:
 - a. 12' x 12' space to be used to promote your company and its services to our audience. One 10' x 10' tent with four sidewalls, electric, one 8' table and two chairs are included. Sponsor is responsible for all décor, promotions, signage, and giveaways. You may use the space to display and sample products, distribute literature or coupons, conduct consumer research, solicit product feedback or build your database. We encourage all sponsors to conduct an art-related activity from your booth to attract attendees. All activities and promotions must be pre-approved by ArtiGras staff.

5. **Post event items.** Sponsor will receive the following items within 45 days of the completion of the event:
 - a. Sponsor will receive digital photos of the event including photos and a highlight recap.
 - b. Sponsor will receive two unsigned, unframed commemorative posters or one signed and framed poster and one unsigned, unframed poster for premium location Sponsor.

BUSINESS PARTNER SPONSORSHIPS



PLATINUM SPONSOR | \$2,500

- COMPANY NAME LISTED ON ARTIGRAS WEB SITE AND OFFICIAL EVENT PROGRAM
- 18 VIP TICKETS (4 PER DAY) - LUNCH AND BEVERAGES INCLUDED
- 30 ONE-DAY GENERAL ADMISSION TICKETS
- 6 TICKETS GOOD FOR ENTIRE WEEKEND
- 4 TICKETS TO KICK-OFF PARTY



BLUE SPONSOR | \$1,500

- COMPANY NAME LISTED ON ARTIGRAS WEB SITE AND OFFICIAL EVENT PROGRAM
- 12 VIP TICKETS (4 PER DAY) - LUNCH AND BEVERAGES INCLUDED
- 20 ONE-DAY GENERAL ADMISSION TICKETS
- 6 TICKETS GOOD FOR ENTIRE WEEKEND
- 4 TICKETS TO KICK-OFF PARTY



RED SPONSOR | \$500

- COMPANY NAME LISTED ON ARTIGRAS WEB SITE AND OFFICIAL EVENT PROGRAM
- 6 VIP TICKETS (2 PER DAY) - LUNCH AND BEVERAGES INCLUDED
- 12 ONE-DAY GENERAL ADMISSION TICKETS
- 4 TICKETS GOOD FOR ENTIRE WEEKEND
- 2 TICKETS TO KICK-OFF PARTY



WHITE SPONSOR | \$250

- COMPANY NAME LISTED ON ARTIGRAS WEB SITE AND OFFICIAL EVENT PROGRAM
- 6 ONE-DAY GENERAL ADMISSION TICKETS
- 2 TICKETS GOOD FOR ENTIRE WEEKEND
- 2 TICKETS TO KICK-OFF PARTY

ARTIGRAS BY THE NUMBERS



HOURS OUR
VOLUNTEERS WORK

1,000+

2,000

STUDENTS IN PALM BEACH COUNTY
SCHOOLS BENEFIT FROM DONATIONS
MADE TO THEIR CLASSROOMS

HOURS TO MAKE ARTIGRAS
A HUGE SUCCESS

10,000

**TENS OF
THOUSANDS**

OF PATRONS VISIT THE
SHOW THROUGHOUT THE
THREE-DAY WEEKEND

ARTISTS TRAVEL A COMBINED
TOTAL OF MORE THAN

250,000

MILES TO EXHIBIT THEIR WORK

YES, I want to become a Business Partner of ArtiGras 2018 at the following level:

Platinum Level Sponsor - \$2,500

Red Level Sponsor - \$500

Blue Level Sponsor - \$1,500

White Level Sponsor - \$250

PLEASE COMPLETE AND RETURN BY EMAIL TO JEANNE@PBNCHAMBER.COM.

QUESTIONS? CONTACT JEANNE FORD: (561) 748-3952 OR JEANNE@PBNCHAMBER.COM.

THIS FORM MUST BE RECEIVED BY 1/10/18 TO BE INCLUDED IN PRINT MATERIALS.

Calendar

2018 International Days

January 9, 2018 – February 11, 2018 @ 8:00 AM – 6:00 PM

Location: Tallahassee, Florida

[VIEW DETAILS](#) →

Florida Ports Council Spring Board Meeting & Legislative Forum

January 31, 2018 – February 1, 2018 @ 11:00 AM – 5:00 PM

Location: Hotel Duval, Tallahassee

[VIEW DETAILS](#) →

Florida Ports Council Spring D.C. Fly-In

March 27, 2018 – March 29, 2018 @ 8:00 AM – 6:00 PM

Location: Washington, D. C.

[VIEW DETAILS](#) →

Florida Ports Council Summer Board Meeting

May 23, 2018 @ 9:00 AM – 4:00 PM

Location: Hyatt Regency Orlando International Airport

[VIEW DETAILS](#) →

Florida Ports Council Annual Board Meeting

September 5, 2018 – September 6, 2018 @ 8:00 AM – 6:00 PM

Location: The Renaissance Vinoy

[VIEW DETAILS](#) →

Florida Trade & Logistics Summit – 2019

February 4, 2019 – February 6, 2019 @ TBD

Location: Disney's Contemporary Resort

[VIEW DETAILS](#) →



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

**CONSENT AGENDA
ITEM G-7**

PREPARED BY: Aidy Alonzo PR & Media Specialist January 5, 2018

SUBJECT: **Public Relations & Marketing**

Press Release

- December 22: Moody's Investors Service Affirms Port of Palm Beach's Baa3 Rating, Upgrading Rating Outlook from Stable to Positive

Meltwater Reports for December 2017

- Media: 690 mentions | 171,290,153 potential reach
- Social: 211 mentions, including 131 Tweets

Social Media Metrics for December 2017

- Facebook: 2,141 Total Likes | 46 New Likes | 3,920 Engagement | 37,978 Weekly Reach
- Twitter: 20 Tweets | 14,900 Impressions | 1,047 Profile Visits | 1,636 Followers
- Instagram: 14 Posts | 597 Followers | 57 New Followers | 519 Engagement

Print Advertising

- Full Page Ad in Chamber of Commerce of the Palm Beaches: Guide to the Palm Beaches
 - Distribution Begins on January 24, 2018
- Full Page Ad in Discover The Palm Beaches: 2018 Official Visitors Guide
 - Distribution Begins January 2018
 - Co-op with Bahamas Paradise Cruise Line

Email Newsletter

- AAPA Seaports Advisory, Weekly Email Newsletter | Jan 2, 2018 – Moody's Investors Service has revised the Port of Palm Beach's rating outlook to positive from stable and affirmed the port district's Baa3 rating

Correspondence

- December 7: Letter from Loggerhead Marinelife Center
- December 19: Letter from Discover The Palm Beaches

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT: n/a

RECOMMENDATION: For Information Only

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: _____



Media Contact
Aidy Alonzo
aalonzo@portofpalmbeach.com
561-383-4138

Moody's Investors Service Affirms Port of Palm Beach's Baa3 Rating, Upgrading Rating Outlook from Stable to Positive

Riviera Beach, Florida – December 22, 2017 – On Wednesday, Moody's Investors Service (Moody's) revised the Port of Palm Beach's rating outlook to positive from stable and affirmed the District's Baa3 rating. The positive outlook recognizes the Port's sustained financial improvement due to successful contract renewals with its largest tenants that now extend through the maturity of the Port's outstanding debt. The outlook reflects Moody's expectation that margins will continue to be on par with those experienced over the last four fiscal years, supported by tenant minimum annual revenue guarantees that improve the Port's cash flow predictability.

The positive outlook reflects Moody's view that the Port's extension of its long-term contracts with its largest customers, including Tropical Shipping and Bahamas Paradise Cruise Line, provide a higher level of revenue predictability that are forecast to support sound financial metrics, despite exposure to economically sensitive business partners and trade routes within the highly competitive South Florida market.

The Port's credit strengths include a notable improvement in financial margins over the last five fiscal years, strong liquidity of approximately 820 days of cash on hand at the end of fiscal year 2016, and low leverage which provides financial flexibility and capacity for future capital investment.

"One thing to note that is important is that Baa is an investment grade; people that invest in bonds need investment grade bonds which the Port falls into," said Blair J. Ciklin, Chairman of the Board of Commissioners for the Port of Palm Beach District. "Baa3 is a very good rating for a port. It's very satisfying to know that the Port of Palm Beach has an investment grade rating which is very important."

On Thursday, Moody's issued a Credit Opinion for the Port of Palm Beach with more information on the affirmation of the Baa3 rating published on Wednesday. To view Moody's Press Release and Credit Opinion, click the links below:

- https://www.moodys.com/research/Moodys-Revises-Palm-Beach-Port-Districts-FL-Outlook-to-Positive--PR_904402003
- https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM_1104639

About Port of Palm Beach

Located in Riviera Beach, the Port of Palm Beach is a full-service, diversified port, offering cruise and cargo services to more than 30 onsite tenants and users. At 162 acres, the Port's efficiency is unparalleled, processing more than \$7 billion in commodities, 2.5 million tons of cargo, and 500,000 cruise passengers annually. As one of the largest employers in Palm Beach County, the Port of Palm Beach and its tenants employ more than 2,850 people. Through the contribution of more than \$185 million in business revenue and \$17.5 million in tenant-contributed state and local annual tax revenue, the Port of Palm Beach is a large economic engine in South Florida. For more information, visit www.portofpalmbeach.com.

About Moody's Investors Service

Moody's Investors Service is a leading provider of credit ratings, research, and risk analysis. Moody's commitment and expertise contributes to transparent and integrated financial markets. The firm's ratings and analysis track debt covering more than 135 sovereign nations, approximately 11,000 corporate issuers, 21,000 public finance issuers, and 72,000 structured finance obligations. Moody's Investors Service is a subsidiary of Moody's Corporation (NYSE: MCO), which reported revenue of \$3.6 billion in 2016, employs approximately 11,700 people worldwide and maintains a presence in 41 countries. Further information is available at www.moodys.com.

Rating Action: Moody's Revises Palm Beach Port District's, FI Outlook to Positive From Stable and Affirms the Baa3 Rating

Global Credit Research - 20 Dec 2017

Approximately \$24 million of parity debt outstanding

New York, December 20, 2017 -- Moody's Investors Service, ("Moody's") revised Palm Beach Port District's (FL) rating outlook to positive from stable and affirmed the district's Baa3 rating. The district has about \$24 million of parity debt outstanding.

RATING RATIONALE

The positive outlook recognizes the port's sustained financial improvement due to successful contract renewals with its largest customers that now extend through the maturity of the port's outstanding debt. The outlook reflects our expectation that margins will continue to be on par with those experienced over the last four fiscal years, supported by tenant minimum annual revenue guarantees that improve the port's cash flow predictability.

The Baa3 rating reflects the niche port's small size with concentrated operations and a majority of revenues derived from a few tenants and commodities. Palm Beach Port District has exposure to the highly competitive market in southern Florida and the economically sensitive cruise industry. These fundamental aspects of the port's operating profile illustrate the need for strong liquidity and strategic capital investment to attract and maintain a diversity of tenants to balance an expectation of future volatility during weak economic cycles due to the small scale of operations. The port has sustained its financial improvement and cash flow predictability due to successful contract renewals with its largest customers that include minimum annual revenue guarantees and now extend through the maturity of the outstanding debt.

OUTLOOK

The positive outlook reflects our view that the port's extension of its long-term contracts with its largest customers provide a higher level of revenue predictability that are forecast to support sound financial metrics, despite exposure to economically sensitive business partners and trade routes within a highly competitive market.

WHAT COULD CHANGE THE RATING UP

- Continued diversification of the port's customer base to reduce concentration
- Maintenance of strong DSCRs above 1.75x
- Liquidity levels above 600 days cash on hand

WHAT COULD CHANGE THE RATING DOWN

- A decline in financial position with DSCRs below 1.25x
- Liquidity below 450 days cash on hand on a sustained basis
- Inability to continue to diversify revenue sources to compensate for large swings in operating performance
- Loss of one of the top two largest customers or a material downsizing of their operations without prospects for a quick replacement

METHODOLOGY

The principal methodology used in this rating was Public Port Revenue Bonds published in October 2017. Please see the Rating Methodologies page on www.moody.com for a copy of this methodology.

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CREDIT OPINION

21 December 2017

Rate this Research >>

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Palm Beach Port District, FL

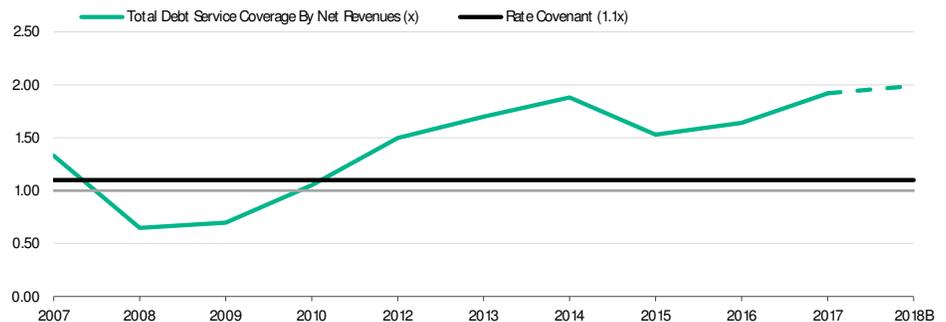
Update to credit analysis after outlook changed to positive from stable

Summary

Palm Beach Port District (Baa3 positive) is a small port with concentrated operations and a majority of revenues derived from a few tenants and commodities. Palm Beach Port District has exposure to the highly competitive market in southern Florida and the economically sensitive cruise industry. These fundamental aspects of the port's operating profile illustrate the need for strong liquidity and strategic capital investment to attract and maintain a diversity of tenants to balance an expectation of future volatility during weak economic cycles due to the small scale of operations. The port has sustained its financial improvement and cash flow predictability due to successful contract renewals with its largest customer that includes minimum annual revenue guarantees and now extends through the current maturity of the current outstanding debt.

Exhibit 1

Debt service coverage has notably improved post the recession and is forecast to remain sound



*2017 DSCR is estimated for the fiscal year that ended 9/30/2017

*2018 DSCR represents management's budgeted expectations for the fiscal year ending 9/30/2018

Source: Palm Beach Port District's Audited and Unaudited Financial Statements and 2018 Budget and Moody's Investors Service

Rating outlook

The positive outlook reflects our view that the port's extension of its long-term contract with its largest customer provides a higher level of revenue predictability that is forecast to support sound financial metrics, despite exposure to economically sensitive business partners and trade routes within a highly competitive market.

Factors that could lead to an upgrade

- » Continued diversification of the port's customer base to reduce concentration

- » Maintenance of strong DSCRs above 1.75x on average on a sustained basis
- » Liquidity levels above 600 days cash on hand

Factors that could lead to a downgrade

- » A decline in financial position with DSCRs below 1.25x on a sustained basis
- » Liquidity below 450 days cash on hand on a sustained basis
- » Inability to continue to diversify revenue sources to compensate for large swings in operating performance
- » Loss of one of the top two largest customers or a material downsizing of their operations without prospects for a quick replacement

Credit strengths

- » Multi-year contracts with largest tenants with minimum annual revenue guarantees
- » Financial margins have notably improved over the last five fiscal years through FY 2017 (ended September 30, 2017) after the previous four years showed very tight debt service coverage that was slightly above the 1.1x rate covenant in FY 2011 and FY 2010 and well below 1.0x in FY 2009 and FY 2008
- » Strong liquidity of approximately 820 days cash on hand at the end of FY 2016 that is expected to remain at the end of FY 2017 provides key credit support against the port's historically volatile operating profile
- » Low leverage, with 1.6x debt to operating revenues in FY 2016, provides financial flexibility and capacity for future capital investment that is forecast to be cash and grant funded only
- » Authority to levy property taxes up to \$200,000 annually for operating expenses and with voter approval, to issue general obligation debt secured by an unlimited property tax, but these scenarios are unlikely

Credit challenges

- » Weak market position defined by a small scale of operations, exposure to an economically sensitive passenger cruise market and Caribbean trade, competition from larger nearby cargo and cruise facilities at Port Everglades and Port of Miami, and revenue concentration with the top five customers representing over 60% of total operating revenues
- » Significant revenue concentration from two tenants limits financial flexibility
- » Volatile business performance with large swings in cargo levels and cruise travel demand during recessions

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

Key indicators

Exhibit 2

Multi-day cruise passenger demand has been a key driver of financial metric improvement, despite a decline in FY 2017 due to hurricanes in October 2016 and September 2017 (years below are fiscal years)

	2012	2013	2014	2015	2016	2017
Operating Revenue (\$000s)	14,339	15,430	15,673	15,070	16,640	17,158
Year-over-year growth	20%	8%	2%	-4%	10%	3%
Total Debt Service Coverage By Net Revenues (x)	1.50	1.70	1.88	1.52	1.64	1.92
Total Cargo	2,056,253	2,147,679	2,152,619	2,162,549	2,519,000	2,484,657
Year-over-year growth	2%	4%	0.2%	0.5%	16%	-1.4%
Total TEU	228,438	254,664	262,805	271,277	260,324	282,290
Year-over-year growth	8%	11%	3%	3%	-4%	8%
Cruise Passengers	341,004	345,970	364,829	350,932	503,000	432,585
Year-over-year growth	12%	1%	5%	-4%	43%	-14%

Source: Palm Beach Port District, FL Audited Financial Statements and disclosures from EMMA MSRB and Moody's

Profile

Palm Beach Port District is an independent special taxing district and a political sub-division of the state of Florida located in Palm Beach County. The district was created and established in 1915 and covers an area of 971 square miles. The district is one of Florida's 14 deep-water ports and handles containerized cargo, breakbulk, liquid and dry bulk cargo, as well as multi-day cruise operations.

The district has the statutory authority to levy up to \$200,000 of ad valorem taxes every year on all taxable property within the district. The taxes can be used to pay operating and maintenance expenses as well as capital improvement costs. The district has not levied any taxes since FY 1975.

Detailed credit considerations

Revenue Generating Base

The port operates as a landlord port, with revenues primarily consisting of tenant rents for use of the port's facilities, dockage and wharfage fees, cruise passenger charges, and parking.

The port operates in a highly competitive market in South Florida, yet has maintained a niche market position with a high level of customer concentration. The port's top five customers comprised 73% of FY 2017 revenues, up from 67% in FY 2016, and the top two customers accounted for a little over half of the port's FY 2017 revenues. The port actively manages its long-term contracts with its customers, which are fundamental to the port's credit profile given the element of revenue stability they help provide with the contractual minimum annual revenue guarantees.

Positively, the port extended its long-term contract with its largest customer, Tropical Shipping. The new agreement was finalized in early 2017, well before the agreement was set to expire in June 2018, and now runs through 2027 with options to renew. The new agreement reportedly includes some port capital improvements to provide more lay down space for Tropical Shipping. Three additional acres of lay down space will be provided to expand refrigeration business to the Caribbean. Tropical Shipping has six new container ships starting in 2018. The port's investment grade credit profile is fundamentally linked to the port's ability to continually renew and extend its long-term tenant contracts, as these leases provide an element of revenue stability through the inclusion of minimum annual revenue guarantees.

In addition to the aforementioned contract renewal with the largest customer, the port's 10-year agreement with its multi-day cruise operator that operates the "Grand Celebration" extends through 2025 and they expect to add a second ship in April 2018 to increase to two multi-day cruise ships. The port also recently replaced one customer with a new one, Berth 1 International, under a three year agreement with better terms than the leaving customer. This also opens the port to a new service that may be beneficial long-term as the docking space for private yachts in the region is reportedly in high demand with limited supply.

The port's marketing efforts have helped to retain most existing customers, while also replacing others. The port's capital expenditures and optimization of its facilities and tenant locations has also provided opportunities for expansion of existing customer operations while providing room for new potential tenants. This strategy is forecast to continue according to the current five year capital improvement plan.

Financial Operations and Position

While two hurricanes passed over the port in October 2016 and September 2017, the damage to the Port was minimal compared to past hurricanes and the Port has filed claims with FEMA for approximately \$450,000. The repairs are currently ongoing and the port is working with FEMA officials to finalize and submit reimbursement claims for a total of about \$1 million.

As a result of the hurricanes, cargo tonnage declined modestly in FY 2017 (which ended September 30) by 1.4% but this is forecast to increase in FY 2018 owing to additional cargo related to the hurricane recovery efforts in the region. Cruise passenger volumes declined by 14% in FY 2017 after exceeding 500,000 in FY 2016 and most of this decline was driven by a drop in multi-day cruise passenger volumes related to the two hurricanes. In contrast, the port's container (TEU) volume increased by 8% in FY 2017 to 282,290 TEUs from 260,324 TEUs in FY 2016. The port anticipates FY 2018 container volume will even higher as the TEUs through the first two months of FY 2018 are up 2% with tonnage up over 8% over FY 2017.

FY 2017 unaudited results improved with higher revenues from multi-day cruises leading to better financial metrics compared to FY 2016, despite Hurricane Irma hitting the port in September, the port's last month of its fiscal year. The port's net revenue debt service coverage ratio (DSCR) as calculated by Moody's is estimated to have improved to about 1.9x in FY 2017 from 1.6x in FY 2016, showing continued improvement in DSCRs from the depths of the recession. Forecast metrics are expected to remain in this 1.6x to 2.0x range unless the port's cargo and cruise volumes decline, it loses a large customer, or a catastrophic event unexpectedly occurs. Depending on the severity of stress, these pressures could quickly weaken DSCRs, as was the case in FY 2008 and FY 2009 when the port violated its rate covenant.

After the second hurricane passed over the port in September 2017, the multi-day Grand Celebration Cruise contracted with FEMA for three months (October through December) to support hurricane relief efforts. These are the first three months of FY 2018 and we expect the impact to the port to be limited as the cruise line has compensated the port for some lost revenues and the port's marketing costs were lower during the down time which is typically the peak marketing time prior to the peak winter cruise season in South Florida. The Grand Celebration is set to return to the port on December 23, 2017 and a second ship is set to begin sailing in April 2018. The second ship will bring a 60% increase in passengers and more revenue for parking and passenger fees.

LIQUIDITY

The port's liquidity has improved to 820 days cash on hand in FY 2016 and has reportedly remained stable at this level in FY 2017. This is notably higher compared to the historical range of 400 to 460 days cash on hand since the recession. Some of this cash will be used for capital investments over the next few years, but with coverage ratios relatively more predictable over the next couple of years, we expect this used cash to be replenished and overall liquidity to remain strong. Gradual deleveraging has also led to a steady upward trend in the port's cash-to-debt ratio which hit a new peak of 70.6% in FY 2016. We expect this ratio will continue to improve as the port annually amortizes its debt through 2026 and maintains its strong internal liquidity over time.

The port also has several million of restricted funds for future capital projects that are excluded from our liquidity calculations as they can only be used for planned capital investment. Palm Beach Port District committed to spend \$37.5 million from 2018 to 2022 and only spent \$11.7 million so far. Half of the \$26 million is grant eligible, which gives the port excess cashflow over the next four years to meet the funding requirements. Moody's notes that the port's liquidity position is key to its rating and if liquidity notably declines due to the use of funds for capital or other purposes, the credit rating could be pressured.

DEBT STRUCTURE

Debt and Other Liabilities

At the end of FY 2017, the port had about \$24 million of parity senior lien debt outstanding that fully amortizes over the next 10 years, maturing in 2026. The port's low leverage remains a credit strength, with debt-to-operating revenues of 1.6x and a debt ratio of 16% in FY 2016. These leverage metrics should continue to improve given the port's modest capital improvement plan that is forecast to be primarily funded from cash reserves, excess cash flow, and state and federal grants. The berth 17 enhancement project is a few

weeks away from completion and is expected to be dedicated to smaller vessels while the berth 1 expansion project is forecast to be completed in 2019.

LEGAL SECURITY

The bonds are secured by a pledge of the port's gross revenues. Additional security is provided by a rate covenant requiring net revenues to be 125% of Maximum Annual Debt Service (MADS) when including recurring operating grants or 110% of MADS if there are no recurring operating grants; an additional bonds test requiring net revenues in 12 consecutive of the past 24 months to be 125% of MADS to issue additional debt; and a cash funded debt service reserve fund (DSRF) at the lesser of the standard 3-pronged test. Of note, the port did not meet its 110% rate covenant in both FY 2008 and FY 2009.

DEBT-RELATED DERIVATIVES

None.

PENSIONS AND OPEB

Moody's adjusted net pension liability (ANPL) in 2016 for Palm Beach Port District was about \$22 million, compared to its reported net pension liability of \$3 million. Unfunded pension liabilities are not considered to have a material impact on the port's credit profile, particularly as it has no new debt plans for several years and a low leverage profile. Moody's adjusts the reported pension liabilities of entities that report under governmental accounting standards, to enhance comparability across rated issuers. Under governmental pension accounting, liabilities are discounted using an assumed rate of investment return on plan assets. Under our adjustments, we value liabilities using a market discount rate for high quality taxable bonds, a proxy for the risk of pension benefits. Palm Beach Port District continues to pay its annual actuarial required contribution (ARC).

Management and Governance

Palm Beach Port District is governed by a Board of Commissioners, composed of five members elected by voters within the district. The Board approves budgets and provides oversight of the port's operations.

Other Considerations: Mapping to the Grid

Moody's evaluates Palm Beach Port District under the Public Ports Revenue Bond Methodology and the grid indicated rating after notching below is A3, which is three notches above the Baa3 rating on Palm Beach Port District's revenue bonds. The difference between the grid indicated rating and the actual rating reflects the recent growth in the port's revenues and improved financial metrics balanced against a highly concentrated customer profile and an expected level of volatility given small scale of operations.

The grid is a reference tool that can be used to approximate credit profiles in the public port industry in most cases. However, the grid is a summary that does not include every rating consideration. Please see the methodology for Public Port Revenue Bonds published in December 2013 for more information about the limitations inherent to grids.

Exhibit 3

Palm Beach Port District, FL Methodology Scorecard

Factor	Subfactor	Score	Metric
1. Market Position	a) Port Size (Operating Revenues) (000s)	B	16,640
	b) Quality of Service Area and Competition	Ba	
	c) Operational Restrictions	Baa	
2. Diversity and Volatility	a) Financial Revenue Variation (5-year operating revenue CAGR)	Aaa	6.90%
	b) Customer Diversity	Caa	
3. Capital Program	a) Capital Needs Requiring Leverage	Aa	
4. Key Credit Metrics	a) Net Revenues DSCR (3 year avg)	A	1.68x
	b) Debt to Operating Revenue (3 year avg)	Aa	1.91x
Notching Considerations		Notch	
	1 - Tax Support for Operations	-0.5	
	2 - Liquidity- Cash to Debt	0.5	70.6%
Scorecard Indicated Rating:		A3	

Source: Moody's Investors Service

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Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Meltwater Coverage Summary

TOTAL REACH & AD VALUE

POTENTIAL REACH	AD VALUE
171,290,153	\$1,584,434

TOTAL NEWS ITEMS BY MEDIA TYPE

Online	690
Social	211
Total	901

TOTAL NEWS BY MEDIA TYPE %

Online	76.58%
Social	23.42%
Total	100%

TOP ONLINE HIGHLIGHTS

Articles	Reach
Los Angeles Times Dec 13 Cruise line reviving Bahamas getaways from Port of Palm Beach, adding second ship	19,469,334
Los Angeles Times Dec 31 Family fears no one searching for surfer missing since 2016	19,469,334
Miami Herald Dec 13 Want a quick trip to the Bahamas? This cruise line is adding a second ship to the islands	4,782,156
South Florida Business Journal Dec 28 Moody's upgrades Port of Palm Beach rating outlook	3,359,792

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	-	-
February 2018	-	-
March 2018	-	-
April 2018	-	-
May 2018	-	-
June 2018	-	-
July 2018	-	-
August 2018	-	-
September 2018	-	-
Total	298,059,521	\$2,757,051

MELTWATER REPORT - DECEMBER 2017

Date	Headline	URL	Publication	Country	Reach
1-Dec-2017	Massive "The World" ship coming to Port of Palm Beach	http://www.palmbeachpost.com	Palm Beach Post	United States	572,588
1-Dec-2017	Massive "The World" ship coming to Port of Palm Beach	http://www.mypalmbeachpost.com	The Palm Beach Post	United States	147,951
4-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.bizwireexpress.com	BizWire Express	India	1,020
4-Dec-2017	Palm Beach County, Florida - How Many Beaches In Florida	http://health-and-medicine902.com	Health and Medicine	United States	
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.morningstar.com/news	Morningstar	United States	2,352,399
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.businessinsider.com/news	Markets Insider - Business Insider	United States	1,236,635
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	https://globenewswire.com/news	GlobeNewswire	United States	675,685
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	https://www.benzinga.com/press	Benzinga	United States	630,157
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.digitaljournal.com	Digital Journal	Canada	387,347
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Stock Market - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	HydroWorld - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Rockford Register Star - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Value Investing News - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Citcomm Citcommstations - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Dental Economics - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Cabling - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Fat Pitch Financials - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Franklin Credit Business Services - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Stock Market - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	740 KVOR - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	The News Tribune - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	DNW Media - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Aleris - FinancialContent	United States	78,655
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	https://www.einnews.com/press	EIN Presswire	United States	63,565
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.military-technologies.com	Military Technologies News	Poland	48,560
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.spoke.com/press	Spoke	United States	37,428
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.satpmews.com/2017	SAT Press Releases	Poland	36,262
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.econotimes.com/its	EconoTimes	United States	35,523
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://cawidgets.morningstar.ca	Morningstar Canada	Canada	33,847
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.euroinvestor.com/news	Euroinvestor	Denmark	26,414
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	https://www.einpresswire.com/	EIN Presswire	United States	23,347
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.companyspotlight.com	Company Spotlight	United States	12,671
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Investor Place - Markets - FinancialContent.com	United States	6,081
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://www.4-traders.com/news	4 Traders	United States	5,677
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	https://forextrv.com/top-news/its	ForexTV.com	United States	5,600
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://thenumbers.marketplace.com	Public Radio International- FinancialContent	United States	5,213
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.post-gazette.com	Pittsburgh Post-Gazette - FinancialContent	United States	3,916
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://finance.dailyherald.com/	Daily Herald - FinancialContent	United States	2,566
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://finance.minyanville.com/	Minyanville - FinancialContent	United States	2,479
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Star Tribune - FinancialContent	United States	2,252
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://investor.wallstreetselect.com	Wall Street Select - FinancialContent	United States	1,571
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.dailymtimesleader.com	The Daily Times Leader - FinancialContent	United States	1,550
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Journal Sentinel - FinancialContent	United States	1,531
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://finance.isonline.com/ison	Journal Sentinel - FinancialContent	United States	1,531
5-Dec-2017	It's that time of year - Florida East Coast Railway Christmas Train is coming to town	http://dmnnewswire.digitalmed.com	DMN Newswire!	United States	1,221
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.pe.com/pe/news	The Press Enterprise - FinancialContent	United States	934
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.pettinga.com/pe	Pettinga - FinancialContent	United States	902
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	International Business Times - FinancialContent	United States	888
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://finance.azcentral.com/az	Azcentral.com - FinancialContent	United States	818
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://stocks.newsok.com/news	Newsok - FinancialContent	United States	789
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.thepilotnews.com	The Pilot News - FinancialContent	United States	699
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.invoqregister.com	The Invo Register - FinancialContent	United States	673
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://finance.renewableenergy.com	Renewable Energy World - FinancialContent	United States	640
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.thepostandmail.com	The Post and Mail - FinancialContent	United States	628
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.wnd.com/world	WorldNetDaily - FinancialContent	United States	600
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.mammothtimes.com	Mammoth Times - FinancialContent	United States	565
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.buffalonews.com	The Buffalo News - FinancialContent	United States	526
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.smdailypress.com	The Daily Press - FinancialContent	United States	419
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.kanerepublican.com	The Kane Republican - FinancialContent	United States	345
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	StreetInsider - FinancialContent	United States	344
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	WRAL - FinancialContent	United States	344
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.decatordaily.com	The Decatur Daily Democrat - FinancialContent	United States	340
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.am-news.com/	Morning News - FinancialContent	United States	335
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://quotes.fatpitchfinancials.com	Fat Pitch Financials - FinancialContent	United States	317
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.wapakdailynews.com	The Wapakoneta Daily News - FinancialContent	United States	309
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.poteaudailynews.com	Poteau Daily News - FinancialContent	United States	308
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.theeveningleader.com	The Evening Leader - FinancialContent	United States	305
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.punxsutawneys.com	The Punxsutawney Spirit - FinancialContent	United States	298
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.theantlersamerican.com	The Antlers American - FinancialContent	United States	293

5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.observernews.com	The Observer News Enterprise - FinancialContent	United States	290
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.malvern-online.com	Malvern Daily Record - FinancialContent	United States	285
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.times-online.co.uk	The Valley City Times Record - FinancialContent	United States	217
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.bentoncourier.com	The Saline Courier - FinancialContent	United States	211
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.biospringherald.com	Big Spring Herald - FinancialContent	United States	202
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://money.mymotherode.com	MyMotherLode.com - FinancialContent	United States	184
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.sweetwaterreporter.com	The Sweetwater Reporter - FinancialContent	United States	148
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.minstercommunities.com	The Community Post - FinancialContent	United States	133
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	San Diego Stocks - FinancialContent	United States	119
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.starkvilledailynews.com	Starkville Daily News - FinancialContent	United States	60
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Townhall Finance - FinancialContent	United States	40
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	The Network Journal - FinancialContent	United States	13
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Nation's Restaurant News - FinancialContent	United States	13
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Market Intelligence Center - FinancialContent	United States	13
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://markets.financialcontent.com	Long Beach Press-Telegram - FinancialContent	United States	13
5-Dec-2017	It's that time of year... Florida East Coast Railway Christmas Train is coming to town	http://business.ridgwayrecord.com	The Ridgway Record - FinancialContent	United States	-
6-Dec-2017	It's that time of year... Florida	https://investorshangout.com/	Investors Hangout	United States	22,096
8-Dec-2017	More Cruises to Grand Bahama	https://www.caribjournal.com/	Caribbean Journal	United States	47,825
11-Dec-2017	Sugar headed to International Space Station for science experiment	http://www.palmbeachpost.com	Palm Beach Post	United States	572,588
11-Dec-2017	Sugar headed to International Space Station for science experiment	http://www.mypalmbeachpost.com	The Palm Beach Post	United States	147,951
11-Dec-2017	RGF Continues its Commitment to Quality with ISO 9001:2015 Certification	https://www.prlgo.org/1268137	PRLog	United States	107,173
13-Dec-2017	Cruise line reviving Bahamas getaways from Port of Palm Beach, adding second ship	http://www.latimes.com/travel/	Los Angeles Times	United States	19,469,334
13-Dec-2017	Want a quick trip to the Bahamas? This cruise line is adding a second ship to the islands	http://www.miamiherald.com/	Miami Herald	United States	4,782,156
13-Dec-2017	Want a quick trip to the Bahamas? This cruise line is adding a second ship to the islands	N/A	Miami Herald (Premium)	United States	4,782,156
13-Dec-2017	Cruise line reviving Bahamas getaways from Port of Palm Beach, adding second ship	http://www.sun-sentinel.com/	Sun Sentinel	United States	1,445,090
13-Dec-2017	FEMA-Chartered Cruise Ship to Resume Sailing With All-New Features, Second Ship Details Revealed	https://www.cruisecritic.com/news	Cruise Critic	United States	1,087,638
13-Dec-2017	Grand Celebration set to return to Port of Palm Beach	http://www.palmbeachpost.com	Palm Beach Post	United States	572,588
13-Dec-2017	Bahamas Paradise Cruise Line to resume service out of Palm Beach after emergency services end	https://www.wptv.com/lifestyle/	WPTV NewsChannel 5	United States	211,705
13-Dec-2017	Grand Celebration set to return to Port of Palm Beach	http://www.mypalmbeachpost.com	The Palm Beach Post	United States	147,951
13-Dec-2017	Grand Celebration Returns to Palm Beach	http://www.cruisemapper.com/	Cruise Mapper	United States	135,297
13-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://acninc.com/news/?p=41	ACN	United States	55,807
13-Dec-2017	Two Rivers line workers assist with Virgin Islands power restoration Greg Buckley	http://www.htrnews.com/story/	HTR Media	United States	22,413
13-Dec-2017	Cruise Line Reviving Bahamas Getaways From Port Of Palm Beach, Adding Second Ship	http://www.wopular.com/cruise	Wopular	United States	13,323
13-Dec-2017	Grand Celebration gets upgrades, to be joined by Grand Classica in April	http://www.seatrade-cruise.com	Seatrade Cruise News	United Kingdom	11,557
14-Dec-2017	Family's fear: No one searching for surfer missing since 2016	http://www.mypalmbeachpost.com	The Palm Beach Post	United States	147,951
14-Dec-2017	Bahamas Paradise to Resume Cruises, Add Second Ship	https://www.travelagentcentral.com	Travel Agent Central	United States	45,195
14-Dec-2017	RGF Continues its Commitment to Quality with ISO 9001:2015 Certification	http://www.hvacinsider.com/news	HVAC Insider Online	United States	1,208
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.digitaljournal.com/	Digital Journal	Canada	387,347
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.hawaii.newsnow.com/	Hawaii News Now	United States	341,115
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wafb.com/story/370	WAFB.com	United States	337,275
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wafm.com/story/370	WAFB 48 News	United States	290,477
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.fox5vegas.com/story	FOX5 Vegas.com	United States	252,271
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kptv.com/story/370	KPTV FOX 12	United States	243,470
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kctv5.com/story/370	KCTV 5	United States	197,236
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.nbc12.com/story/370	NBC12 - WWBT	United States	181,144
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kmov.com/story/370	KMOV.com	United States	178,255
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.nbc-2.com/story/370	NBC-2.com	United States	177,049
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.cleveland19.com/st	Cleveland 19 News	United States	172,923
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.news6.com/story	NewsOn6.com	United States	156,996
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wbtv.com/story/370	WBTV 3 News	United States	156,801
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.khq.com/story/370	KHQ Right Now	United States	148,091
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kake.com/story/370	Kake	United States	147,952
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.news9.com/story/370	Oklahoma's Own	United States	138,316
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.fox19.com/story/370	FOX19-WXIX TV	United States	137,712
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.newschannel10.com	NewsChannel 10	United States	135,982
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wistv.com/story/370	WIS News 10	United States	132,005
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kcbd.com/story/370	KCBD NewsChannel 11	United States	127,547
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kity.com/story/370	KITY 4 News	United States	126,621
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wave3.com/story/370	WAVE 3 News	United States	121,039
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wmcactionnews5.com	WMC Action News 5	United States	120,501
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.nbc29.com/story/370	NBC29 WVIR	United States	116,762
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.ksla.com/story/370	KSLA News 12	United States	105,265
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wrcb.com/story/370	WRCB-TV 3	United States	102,489
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.fox8live.com/story/370	FOX 8 WVUE	United States	94,214
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kuam.com/story/370	Kuam News	United States	90,254
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wsfa.com/story/370	WSFA 12 News	United States	84,813
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wtol.com/story/370	WTOLE.com	United States	83,044
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	https://www.newswire.com/new	NewsWire	United States	81,285
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.tucsonnewsnow.com/	Tucson News Now	United States	78,855
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com	Stock Market - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com	HydroWorld - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com	Cabling - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com	Aleris - FinancialContent	United States	78,655

15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/stock-market	Stock Market - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/citicom-citcomstations	Citicom Citcomstations - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/value-investing-news	Value Investing News - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/fat-pitch	Fat Pitch Financials - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/740-kvor	740 KVOR - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/franklin-credit-business-services	Franklin Credit Business Services - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/dnw-media	DNW Media - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/dental-economics	Dental Economics - FinancialContent	United States	78,655
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wect.com/story/370	WECT TV6	United States	74,950
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.live5news.com/story	Live5News.com	United States	73,128
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.ktvn.com/story/370	KTVN Channel 2	United States	72,615
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wlox.com/story/370	WLOX-TV	United States	71,734
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wbr.com/story/370	WBRC FOX6 News	United States	71,583
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kfvs12.com/story/370	KFVS 12	United States	62,879
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.walb.com/story/370	WALB.com	United States	60,625
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kusi.com/story/370	KUSI News	United States	59,837
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wboc.com/story/370	WBOC TV 16	United States	58,645
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wfmj.com/story/370	WFMJ TV-21	United States	57,159
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kltv.com/story/370	KLTV 7 News	United States	56,210
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.msnewsnow.com/st	Mississippi News Now	United States	54,290
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wmbfnews.com/sto	WMBF News	United States	53,952
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.14news.com/story/370	14 News	United States	51,819
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wfoc.com/story/370	WFOC.com	United States	49,879
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wsltv.com/story/370	WSSL-TV	United States	49,854
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kai8.com/story/370	KAIT ABC-8	United States	42,760
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wdam.com/story/370	WDAM - Channel 7	United States	42,228
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kxxv.com/story/370	KXXV-TV News Channel 25	United States	37,769
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wtvm.com/story/370	WTVM.com	United States	34,415
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wandtv.com/story/370	WandTV.com	United States	34,216
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.erie newsnow.com/s	Erie News Now	United States	33,036
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.krgv.com/story/370	KRGV.com	United States	31,712
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.klkn.com/story/370	KLKN-TV ABC-8	United States	31,148
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kswv.com/story/370	KSWO-TV 7	United States	30,122
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.crossroadstoday.co	Crossroads Today	United States	29,871
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kplctv.com/story/370	KPLC 7 News	United States	24,864
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.abc6.com/story/370	ABC6 News	United States	24,147
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.ktre.com/story/370	KTRE ABC-9	United States	24,050
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.newswest9.com/sto	NewsWest 9	United States	23,993
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.nbcrightnow.com/st	NBC Right Now - KNDO/KNDU	United States	23,818
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kevc.com/story/370	KEYC News 12	United States	23,387
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.abc-7.com/story/370	ABC-7.com	United States	22,313
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kmir.com/story/370	KMIR News	United States	21,588
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.rfdtv.com/story/370	RFD-TV	United States	21,574
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kulr8.com/story/370	KULR-8	United States	20,978
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.newschannel6now.com	KAUZ-TV: NewsChannel 6 Now	United States	17,745
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.newscenter1.tv/sto	News Center 1	United States	17,116
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.fox34.com/story/370	Fox 34	United States	16,893
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.hometownstations.com	Hometownstations.com	United States	15,750
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.abcfoxmontana.com	ABC FOX Montana	United States	15,446
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wicz.com/story/370	Fox 40 WICZ TV	United States	14,472
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wfxg.com/story/370	WFXG FOX 54	United States	14,059
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.k5themeteam.com	KFVE The Home Team	United States	13,975
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Pre - Fox29 WFLX TV, West Palm Beach, FL-news & weather	http://www.wflx.com/story/370	WFLX Fox 29-TV	United States	13,197
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.snjtoday.com/story	SNJ Today	United States	12,230
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.telemundoamarillo.com	Telemundo Amarillo	United States	6,725
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.swxrightnow.com/st	SWX Right Now	United States	6,401
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.kfbb.com/story/370	KFBB.com	United States	6,248
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/investor-place	Investor Place - Markets - FinancialContent.com	United States	6,081
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://thenumbers.marketplace.com	Public Radio International- FinancialContent	United States	5,213
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.wnky.com/story/370	WNKY.com	United States	4,095
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.post-gazette.com	Pittsburgh Post-Gazette - FinancialContent	United States	3,916
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://finance.dailyherald.com	Daily Herald - FinancialContent	United States	2,566
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://finance.minyanville.com/	Minyanville - FinancialContent	United States	2,479
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.tulsacw.com/story/370	TulsaCW.com	United States	2,350
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/star-tribune	Star Tribune - FinancialContent	United States	2,252
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.watchfox29.com/sto	FOX29 Lake Charles	United States	1,887
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.sutelemundo20.com	Telemundo Midland/Odessa	United States	1,684
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://investor.wallstreetselect.com	Wall Street Select - FinancialContent	United States	1,571
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.dailytimesleader.com	The Daily Times Leader - FinancialContent	United States	1,550
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://finance.isonline.com/isor	Journal Sentinel - FinancialContent	United States	1,531
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent.com/journal-sentinel	Journal Sentinel - FinancialContent	United States	1,531
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.thecwprov.com/stor	The CW Providence - WLWC	United States	1,514
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.fox21delmarva.com	Fox 21 Delmarva	United States	1,404

15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.doublet973.com/sto	Double T 97.3	United States	1,387
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.pe.com/pe/news	The Press Enterprise - FinancialContent	United States	934
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.pettinga.com/pe	Pettinga - FinancialContent	United States	902
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	International Business Times - FinancialContent	United States	888
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://finance.azcentral.com/az	Azcentral.com - FinancialContent	United States	818
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://stocks.newsok.com/news	Newsok - FinancialContent	United States	789
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.magic1065.com/sto	Magic 106.5	United States	736
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.thepivotnews.co	The Pivot News - FinancialContent	United States	699
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.invoqrister.co	The Invo Register - FinancialContent	United States	673
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.valleyscw.com/stor	The Valley's CW	United States	643
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://finance.renewableenerg	Renewable Energy World - FinancialContent	United States	640
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.thepostandmail	The Post and Mail - FinancialContent	United States	628
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.wnd.com/worldn	WorldNetDaily - FinancialContent	United States	600
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.mammothtimes	Mammoth Times - FinancialContent	United States	565
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.noticiasebx.com/sto	NoticiasETX.com	United States	558
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.buffalofnews.co	The Buffalo News - FinancialContent	United States	526
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.lubbockcw.com/sto	The CW Lubbock	United States	465
15-Dec-2017	Grand Celebration Sailing Dec 23 with Enhancements, New Second Ship Name and Itinerary	http://cruisediva.blogspot.no/2	Cruise Diva	United States	443
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.smdailypress.co	The Daily Press - FinancialContent	United States	419
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.kanerepublican	The Kane Republican - FinancialContent	United States	345
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	WRAL - FinancialContent	United States	344
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.decaturdailyder	The Decatur Daily Democrat - FinancialContent	United States	340
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.am-news.com/a	Morning News - FinancialContent	United States	335
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.937theeagle.com/s	93.7 The Eagle	United States	322
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.wapakdailynew	The Wapakoneta Daily News - FinancialContent	United States	309
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.poteaudailynev	Poteau Daily News - FinancialContent	United States	308
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.theeveninglead	The Evening Leader - FinancialContent	United States	305
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.punxsutawneys	The Punxsutawney Spirit - FinancialContent	United States	298
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.theantlersamer	The Antlers American - FinancialContent	United States	293
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.observernews	The Observer News Enterprise - FinancialContent	United States	290
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.malvern-online	Malvern Daily Record - FinancialContent	United States	285
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.times-online.co	The Valley City Times Record - FinancialContent	United States	217
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.bentoncourier.c	The Saline Courier - FinancialContent	United States	211
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.bigspringherald	Big Spring Herald - FinancialContent	United States	202
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://money.mymotherlode.co	MyMotherLode.com - FinancialContent	United States	184
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.sweetwaterrep	The Sweetwater Reporter - FinancialContent	United States	148
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.minstercommur	The Community Post - FinancialContent	United States	133
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	San Diego Stocks - FinancialContent	United States	119
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.starkvilledaily	Starkville Daily News - FinancialContent	United States	60
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	Townhall Finance - FinancialContent	United States	40
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	The Network Journal - FinancialContent	United States	13
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	Market Intelligence Center - FinancialContent	United States	13
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://markets.financialcontent	Nation's Restaurant News - FinancialContent	United States	13
15-Dec-2017	Another Cruise Line Adds Bahamas Sailing	http://intravelreport.blogspot.n	IN Travel Report	Singapore	-
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://dailytelescope.com/pr/20	The Daily Telescope	United States	-
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.am9501007fm.com	AM950 1007 FM	United States	-
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.mylubbocktv.com/s	My Lubbock TV	United States	-
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://www.oldsies977lubbock	Oldies 97.7	United States	-
15-Dec-2017	2017 Bronko Nagurski Trophy Winner Announced at Gala Banquet Presented by ACN, Inc.	http://business.ridgwayrecord.c	The Ridgway Record - FinancialContent	United States	-
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.hawaiinewsnow.co	Hawaii News Now	United States	341,115
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.waff.com/stor/370	WAFF 48 News	United States	290,477
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.fox5vegas.com/stor	FOX5Vegas.com	United States	252,271
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kptv.com/stor/370	KPTV FOX 12	United States	243,470
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kctv5.com/stor/370	KCTV 5	United States	197,236
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.nbc12.com/stor/370	NBC12 - WWBT	United States	181,144
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kmov.com/stor/370	KMOV.com	United States	178,255
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.nbc-2.com/stor/370	NBC-2.com	United States	177,049
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.cleveland19.com/st	Cleveland 19 News	United States	172,923
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.news0n6.com/stor	NewsOn6.com	United States	156,996
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wbtv.com/stor/370	WBTV 3 News	United States	156,801
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.khq.com/stor/370	KHQ Right Now	United States	148,091
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kake.com/stor/370	Kake	United States	147,952
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.news9.com/stor/370	Oklahoma's Own	United States	138,316
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.fox19.com/stor/370	FOX19-WXIX TV	United States	137,712
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.newschannel10.co	NewsChannel 10	United States	135,982
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wistv.com/stor/370	WIS News 10	United States	132,005
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kcbd.com/stor/370	KCBD NewsChannel 11	United States	127,547
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kitv.com/stor/370	KITV 4 News	United States	126,621
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wave3.com/stor/370	WAVE 3 News	United States	121,039
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wmcactionnews5.c	WMC Action News 5	United States	120,501
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.nbc29.com/stor/370	NBC29 WVIR	United States	116,762
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.ksla.com/stor/370	KSLA News 12	United States	105,265
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wrcbtv.com/stor/370	WRCB-TV 3	United States	102,489

18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.fox8live.com/story/3708111	FOX 8 WVUE	United States	94,214
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kuam.com/story/3708111	Kuam News	United States	90,254
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wfsa.com/story/3708111	WFSA 12 News	United States	84,813
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wtol.com/story/3708111	WTOL.com	United States	83,044
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.tucsonnewsnow.com/story/3708111	Tucson News Now	United States	78,855
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wect.com/story/3708111	WECT TV 6	United States	74,950
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.live5news.com/story/3708111	Live5News.com	United States	73,128
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.ktvn.com/story/3708111	KTVN Channel 2	United States	72,615
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wlox.com/story/3708111	WLOX-TV	United States	71,734
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wbrt.com/story/3708111	WBRC FOX6 News	United States	71,583
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	https://www.einnews.com/brn	EIN Presswire	United States	63,565
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kfvs12.com/story/3708111	KFVS 12	United States	62,879
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.walb.com/story/3708111	WALB.com	United States	60,625
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kusi.com/story/3708111	KUSI News	United States	59,837
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wboc.com/story/3708111	WBOC TV 16	United States	58,645
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wfmy.com/story/3708111	WFMY TV-21	United States	57,159
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kltv.com/story/3708111	KLTV 7 News	United States	56,210
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.msnewsnow.com/story/3708111	Mississippi News Now	United States	54,290
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wmbfnews.com/story/3708111	WMBF News	United States	53,952
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.14news.com/story/3708111	14 News	United States	51,819
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wtoc.com/story/3708111	WTOC.com	United States	49,879
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wsilv.com/story/3708111	WSIL-TV	United States	49,854
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kait8.com/story/3708111	KAIT ABC-8	United States	42,760
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wdam.com/story/3708111	WDAM - Channel 7	United States	42,228
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kxxv.com/story/3708111	KXXV-TV News Channel 25	United States	37,769
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wtvm.com/story/3708111	WTVM.com	United States	34,415
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wandtv.com/story/3708111	WandTV.com	United States	34,216
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.erienewsnow.com/story/3708111	Erie News Now	United States	33,036
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.krgv.com/story/3708111	KRGV.com	United States	31,712
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.klkn.com/story/3708111	KLKN-TV ABC-8	United States	31,148
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kswv.com/story/3708111	KSWO-TV 7	United States	30,122
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.crossroadstoday.com/story/3708111	Crossroads Today	United States	29,871
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kplctv.com/story/3708111	KPLC 7 News	United States	24,864
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.abc6.com/story/3708111	ABC6 News	United States	24,147
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.ktre.com/story/3708111	KTRE ABC-9	United States	24,050
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.newswest9.com/story/3708111	NewsWest 9	United States	23,993
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.nbcrighnow.com/story/3708111	NBC Right Now - KNDO/KNDU	United States	23,818
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kevc.com/story/3708111	KEYC News 12	United States	23,387
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	https://www.einpresswire.com/	EIN Presswire	United States	23,347
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.abc-7.com/story/3708111	ABC-7.com	United States	22,313
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kmir.com/story/3708111	KMIR News	United States	21,588
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.rftv.com/story/3708111	RFD-TV	United States	21,574
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kulr8.com/story/3708111	KULR-8	United States	20,978
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.newschannel6now.com/story/3708111	KAUZ-TV: NewsChannel 6 Now	United States	17,745
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.newscenter1.tv/story/3708111	News Center 1	United States	17,116
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.fox34.com/story/3708111	Fox 34	United States	16,893
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.hometownstations.com/story/3708111	Hometownstations.com	United States	15,750
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wicz.com/story/3708111	Fox 40 WICZ TV	United States	14,472
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wfxg.com/story/3708111	WFXG FOX 54	United States	14,059
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.k5thehomeeam.com/story/3708111	KFVE The Home Team	United States	13,975
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.snjtoday.com/story/3708111	SNJ Today	United States	12,230
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.telemundoamarillo.com/story/3708111	Telemundo Amarillo	United States	6,725
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.swxrightnow.com/story/3708111	SWX Right Now	United States	6,401
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kfbb.com/story/3708111	KFBB.com	United States	6,248
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.kfmbfm.com/story/3708111	Kfmbfm.com	United States	4,372
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.wnky.com/story/3708111	WNKY.com	United States	4,095
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.tulsacw.com/story/3708111	TulsaCW.com	United States	2,350
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.watchfox29.com/story/3708111	FOX29 Lake Charles	United States	1,887
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.sutelemundo20.com/story/3708111	Telemundo Midland/Odessa	United States	1,684
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.thecwprov.com/story/3708111	The CW Providence - WLWC	United States	1,514
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.fox21delmarva.com/story/3708111	Fox 21 Delmarva	United States	1,404
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.doublet973.com/story/3708111	Double T 97.3	United States	1,387
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://investor.wallstreetselect.com/story/3708111	Stock Market - WallstreetSelect	United States	743
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.magic1065.com/story/3708111	Magic 106.5	United States	736
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.valleyscw.com/story/3708111	The Valley's CW	United States	643
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.noticiasetx.com/story/3708111	NoticiasETX.com	United States	558
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.lubbockcw.com/story/3708111	The CW Lubbock	United States	465
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.937theeagle.com/story/3708111	93.7 The Eagle	United States	322
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.am9501007fm.com/story/3708111	AM950 1007 FM	United States	-
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.mylubbocktv.com/story/3708111	My Lubbock TV	United States	-
18-Dec-2017	Bahamas Paradise Cruise Line migrates to Kapture CRM with an integrated Booking Engine	http://www.olds977lubbock.com/story/3708111	Oldies 97.7	United States	-
20-Dec-2017	Palm Beach Port District, FL -- Moody's Revises Palm Beach Port District's, FI Outlook to Positive From Stable and Affirms the Baa3 Rating	http://markets.businessinsider.com/news/analysts/2017/12/palm-beach-port-district-fl-moodys-revises-palm-beach-port-districts-fi-outlook-to-positive-from-stable-and-affirms-the-baa3-rating-101781111	Markets Insider- Business Insider	United States	1,236,635
20-Dec-2017	Palm Beach Port District, FL -- Moody's Revises Palm Beach Port District's, FI Outlook to Positive From Stable and Affirms the Baa3 Rating	http://www.finanzen.at/nachricht/101781111	Finanzen.at	Austria	142,476

20-Dec-2017	Bahamas Paradise Cruise Line Set to Grow at Port of Palm Beach	https://www.bloglikes.com/blog	Blog Likes	United States	2,241
20-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://www.bizwireexpress.com	BizWire Express	India	1,020
20-Dec-2017	Moody's Revises Palm Beach Port District's, FI Outlook to Positive From Stable and Affirms the Baa3 Rating	https://www.moody's.com/research	Moody's	United States	
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://www.morningstar.com/news	Morningstar	United States	2,352,399
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.businessinsider.com	Markets Insider - Business Insider	United States	1,236,635
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://globenewswire.com/news	GlobeNewswire	United States	675,685
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://www.benzinga.com/press	Benzinga	United States	630,157
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://uk.finance.yahoo.com/news	Yahoo Finance UK	United Kingdom	580,482
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://www.streetinsider.com/	StreetInsider.com	United States	254,457
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://www.onenewspage.com	One News Page	United States	80,963
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	HydroWorld - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Rockford Register Star - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Stock Market - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Stock Market - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Citcomm Citcommstations - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Cabling - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	DNW Media - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Fat Pitch Financials - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Aleris - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Intelligent Value - Financial Content	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Value Investing News - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Dental Economics - FinancialContent	United States	78,655
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://www.einnews.com/pr	EIN Presswire	United States	63,565
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://www.spoke.com/press	Spoke	United States	37,428
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://www.econotimes.com/Fin	EconoTimes	United States	35,523
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://www.euroinvestor.com/	Euroinvestor	Denmark	28,414
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://www.einpresswire.com/	EIN Presswire	United States	23,347
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://www.4-traders.com/news	4 Traders	United States	5,677
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	https://forextv.com/top-news/fin	ForexTV.com	United States	5,600
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://thenumbers.marketplace	Public Radio International - FinancialContent	United States	5,213
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.post-gazette.com	Pittsburgh Post-Gazette - FinancialContent	United States	3,916
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://finance.dailymail.com/	Daily Herald - FinancialContent	United States	2,566
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Star Tribune - FinancialContent	United States	2,252
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://investor.wallstreetselect.com	Wall Street Select - FinancialContent	United States	1,571
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.dailymotors.com	The Daily Times Leader - FinancialContent	United States	1,550
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://finance.isonline.com/isor	Journal Sentinel - FinancialContent	United States	1,531
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Journal Sentinel - FinancialContent	United States	1,531
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://dmnnewswire.digitalmed	DMN Newswire!	United States	1,221
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.pettinga.com/pe	Pettinga - FinancialContent	United States	902
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	International Business Times - FinancialContent	United States	888
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://finance.azcentral.com/az	Azcentral.com - FinancialContent	United States	818
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://stocks.newsok.com/news	Newsok - FinancialContent	United States	789
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.thepilotnews.com	The Pilot News - FinancialContent	United States	699
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.thepostandmail.com	The Post and Mail - FinancialContent	United States	628
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.wnd.com/world	WorldNetDaily - FinancialContent	United States	600
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.mammothtimes.com	Mammoth Times - FinancialContent	United States	565
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	The Mercury News - FinancialContent	United States	543
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.buffalonline.com	The Buffalo News - FinancialContent	United States	526
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.smdailypress.com	The Daily Press - FinancialContent	United States	419
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.kanerepublican.com	The Kane Republican - FinancialContent	United States	345
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	StreetInsider - FinancialContent	United States	344
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	WRAL - FinancialContent	United States	344
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.decaturdaily.com	The Decatur Daily Democrat - FinancialContent	United States	340
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.am-news.com/	Morning News - FinancialContent	United States	335
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://quotes.fatpitchfinancials.com	Fat Pitch Financials - FinancialContent	United States	317
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.theeveninglead.com	The Evening Leader - FinancialContent	United States	305
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.punxsutawney.com	The Punxsutawney Spirit - FinancialContent	United States	298
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.theantlersamer.com	The Antlers American - FinancialContent	United States	293
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.observernews.com	The Observer News Enterprise - FinancialContent	United States	290
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.malvern-online.com	Malvern Daily Record - FinancialContent	United States	285
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.times-online.com	The Valley City Times Record - FinancialContent	United States	217
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.bentoncourier.com	The Saline Courier - FinancialContent	United States	211
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.bigspringherald.com	Big Spring Herald - FinancialContent	United States	202
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://money.mymotherlode.com	MyMotherLode.com - FinancialContent	United States	184
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.sweetwaterreport.com	The Sweetwater Reporter - FinancialContent	United States	148
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.minstercommunity.com	The Community Post - FinancialContent	United States	133
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	San Diego Stocks - FinancialContent	United States	119
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	1st Discount Brokerage - FinancialContent	United States	66
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.starkvilledaily.com	Starkville Daily News - FinancialContent	United States	60
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Townhall Finance - FinancialContent	United States	40
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	The Network Journal - FinancialContent	United States	13
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://markets.financialcontent.com	Market Intelligence Center - FinancialContent	United States	13
21-Dec-2017	Florida East Coast Railway and Santa once again deliver Christmas gifts to Children by Rail	http://business.ridgwayrecord.com	The Ridgway Record - FinancialContent	United States	-

22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.hawaiinewsnow.com	Hawaii News Now	United States	341,115
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wafb.com/story/371	WAFB.com	United States	337,275
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.waff.com/story/371	WAFF 48 News	United States	290,477
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.fox5vegas.com/sto	FOX5Vegas.com	United States	252,271
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kptv.com/story/371	KPTV FOX 12	United States	243,470
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kctv5.com/story/371	KCTV 5	United States	197,236
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.nbc12.com/story/371	NBC12 - WWBT	United States	181,144
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kmov.com/story/371	KMOV.com	United States	178,255
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.nbc-2.com/story/371	NBC-2.com	United States	177,049
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.cleveland19.com/st	Cleveland 19 News	United States	172,923
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.newson6.com/story	NewsOn6.com	United States	156,996
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wbtv.com/story/371	WBTV 3 News	United States	156,801
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.khq.com/story/3712	KHQ Right Now	United States	148,091
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kake.com/story/371	Kake	United States	147,952
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.news9.com/story/371	Oklahoma's Own	United States	138,316
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.fox19.com/story/371	FOX19-WXIX TV	United States	137,712
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.newschannel10.co	NewsChannel 10	United States	135,982
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wistv.com/story/371	WIS News 10	United States	132,005
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kcbd.com/story/371	KCBD NewsChannel 11	United States	127,547
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kitv.com/story/3712	KITV 4 News	United States	126,621
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wave3.com/story/371	WAVE 3 News	United States	121,039
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wmcactionnews5.co	WMC Action News 5	United States	120,501
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.nbc29.com/story/371	NBC29 WVIR	United States	116,762
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.ksla.com/story/3712	KSLA News 12	United States	105,265
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wrcbtv.com/story/371	WRCB-TV 3	United States	102,489
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.fox8live.com/story/371	FOX 8 WVUE	United States	94,214
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kuam.com/story/371	Kuam News	United States	90,254
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wsfa.com/story/371	WSFA 12 News	United States	84,813
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wtol.com/story/3712	WTOL.com	United States	83,044
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.lucsonnewsnow.co	Tucson News Now	United States	78,855
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wect.com/story/371	WECT TV6	United States	74,950
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.live5news.com/sto	Live5News.com	United States	73,128
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.ktvn.com/story/3712	KTVN Channel 2	United States	72,615
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wlox.com/story/3712	WLOX-TV	United States	71,734
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wbrc.com/story/371	WBRC FOX6 News	United States	71,583
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	https://www.einnews.com/pr_n	EIN Presswire	United States	63,565
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kfvs12.com/story/371	KFVS 12	United States	62,879
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.walb.com/story/371	WALB.com	United States	60,625
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wbov.com/story/371	WBOV TV 16	United States	58,645
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wfml.com/story/371	WFML TV-21	United States	57,159
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kltv.com/story/3712	KLTV 7 News	United States	56,210
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.msnewsnow.com/st	Mississippi News Now	United States	54,290
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wmbfnews.com/sto	WMBF News	United States	53,952
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.14news.com/storv/3	14 News	United States	51,819
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wfoc.com/story/371	WTOC.com	United States	49,879
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wsilv.com/story/371	WSIL-TV	United States	49,854
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kait8.com/story/371	KAIT ABC-8	United States	42,760
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wdam.com/story/371	WDAM - Channel 7	United States	42,228
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kxxv.com/story/371	KXXV-TV News Channel 25	United States	37,769
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wtvm.com/story/371	WTVM.com	United States	34,415
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wandtv.com/story/371	WandTV.com	United States	34,216
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.erienewsnow.com/s	Erie News Now	United States	33,036
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.krgv.com/story/371	KRGV.com	United States	31,712
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kikntv.com/story/371	KLKN-TV ABC-8	United States	31,148
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kswv.com/story/371	KSWO-TV 7	United States	30,122
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.crossroadstoday.co	Crossroads Today	United States	29,871
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kplctv.com/story/371	KPLC 7 News	United States	24,864
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.abc6.com/story/371	ABC6 News	United States	24,147
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.ktre.com/story/3712	KTRE ABC-9	United States	24,050
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.newswest9.com/sto	NewsWest 9	United States	23,993
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.nbcrightnow.com/st	NBC Right Now - KNDO/KNDU	United States	23,818
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kevc.com/story/371	KEYC News 12	United States	23,387
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	https://www.einpresswire.com/	EIN Presswire	United States	23,347
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.abc-7.com/story/371	ABC-7.com	United States	22,313
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kmir.com/story/3712	KMIR News	United States	21,588
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.rftv.com/story/371	RFD-TV	United States	21,574
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kulr8.com/story/371	KULR-8	United States	20,978
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.newschannel6now	KAUZ-TV: NewsChannel 6 Now	United States	17,745
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.newscenter1.tv/sto	News Center 1	United States	17,116
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.fox34.com/story/371	Fox 34	United States	16,893
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.hometownstations.c	Hometownstations.com	United States	15,750
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.abcfxmontana.co	ABC FOX Montana	United States	15,446
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wicz.com/story/371	Fox 40 WICZ TV	United States	14,472

22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wfxg.com/story/371	WFXG FOX 54	United States	14,059
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.k5thometeam.com	KFVE The Home Team	United States	13,975
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wflx.com/story/371	WFLX Fox 29-TV	United States	13,197
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.snjtoday.com/story/	SNJ Today	United States	12,230
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.telemundamarillo.com	Telemundo Amarillo	United States	6,725
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.swxrightnow.com/st	SWX Right Now	United States	6,401
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kfbb.com/story/371	KFBB.com	United States	6,248
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.kfmbfm.com/story/3	Kfmbfm.com	United States	4,372
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.wnky.com/story/37	WNKY.com	United States	4,095
22-Dec-2017	Grand Celebration Returns To Port Of Palm Beach Dec. 23	http://gotowncrier.com/2017/12	The Town-Crier Newspaper	United States	2,365
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.tulsacw.com/story/3	TulsaCW.com	United States	2,350
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.watchfox29.com/st	FOX29 Lake Charles	United States	1,887
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.sutelemundo20.com	Telemundo Midland/Odessa	United States	1,684
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.thecwprov.com/stor	The CW Providence - WLWC	United States	1,514
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.fox21delmarva.com	Fox 21 Delmarva	United States	1,404
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.doublet97.3.com/st	Double T 97.3	United States	1,387
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.magic106.5.com/st	Magic 106.5	United States	736
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.valleyscw.com/stor	The Valley's CW	United States	643
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.noticiasetx.com/st	NoticiasETX.com	United States	558
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.lubbockcw.com/stor	The CW Lubbock	United States	465
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.lgbtv.com/story/371	LGBTWeddings.com	United States	395
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.937theeagle.com/s	93.7 The Eagle	United States	322
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.am9501007fm.com	AM950 1007 FM	United States	-
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.mylubbocktv.com/s	My Lubbock TV	United States	-
22-Dec-2017	Royal Seas Cruises Destinations Include Freeport Grand Bahama Island And More	http://www.olds977lubbock.c	Oldies 97.7	United States	-
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.morningstar.com/ne	Morningstar	United States	2,352,399
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.businessinsider	Markets Insider - Business Insider	United States	1,236,635
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://www.globenewswire.com	GlobeNewswire	United States	675,685
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://www.benzinga.com/pre	Benzinga	United States	630,157
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://uk.finance.yahoo.com/n	Yahoo Finance UK	United Kingdom	580,482
26-Dec-2017	What's this huge cruise liner doing in Palm Beach County?	http://www.palmbeachpost.com	Palm Beach Post	United States	572,588
26-Dec-2017	What's this huge cruise liner doing in Palm Beach County?	http://www.mypalmbeachpost.c	The Palm Beach Post	United States	147,951
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://www.onenewspage.com	One News Page	United States	80,963
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Rockford Register Star - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	HydroWorld - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Stock Market - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	DNW Media - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	740 KVOR - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Stock Market - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Cabling - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Franklin Credit Business Services - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Aleris - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Value Investing News - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Fat Pitch Financials - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Dental Economics - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Citcomm Citcommstations - FinancialContent	United States	78,655
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://www.einnews.com/pr	EIN Presswire	United States	63,565
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.military-technologie	Military Technologies News	Poland	48,560
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.spoke.com/press	Spoke	United States	37,428
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.satpmews.com/201	SAT Press Releases	Poland	36,262
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.econotimes.com/Fl	EconoTimes	United States	35,523
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://www.oilandgas360.com	Oil & Gas 360	United States	35,233
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://cawidgets.morningstar.ca	Morningstar Canada	Canada	33,847
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.euroinvestor.com/n	Euro Investor	Denmark	26,414
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://www.einpresswire.com/	EIN Presswire	United States	23,347
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.companyspotlight.c	Company Spotlight	United States	12,671
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.investorpoint.com/n	InvestorPoint.com	United States	6,871
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Investor Place - Markets - Financialcontent.com	United States	6,081
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.4-traders.com/news	4 Traders	United States	5,677
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://forextv.com/top-news/fl	ForexTV.com	United States	5,600
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://thenumbers.marketplace	Public Radio International- FinancialContent	United States	5,213
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.post-gazette.co	Pittsburgh Post-Gazette - FinancialContent	United States	3,916
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	https://money.ca/news/2017/12	Money	Canada	2,594
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://finance.dailyherald.com/	Daily Herald - FinancialContent	United States	2,566
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://finance.minyanville.com/	Minyanville - FinancialContent	United States	2,479
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Siliconvalley - FinancialContent	United States	2,332
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Star Tribune - FinancialContent	United States	2,252
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://investor.wallstreetselect	Wall Street Select - FinancialContent	United States	1,571
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.dailytimesleader	The Daily Times Leader - FinancialContent	United States	1,550
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://finance.isonline.com/isor	FinancialContent - Journal Sentinel	United States	1,531
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Journal Sentinel - FinancialContent	United States	1,531
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://dmnnewswire.digitalmed	DMN Newswire!	United States	1,221
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://www.bizwireexpress.com	BizWire Express	India	1,020

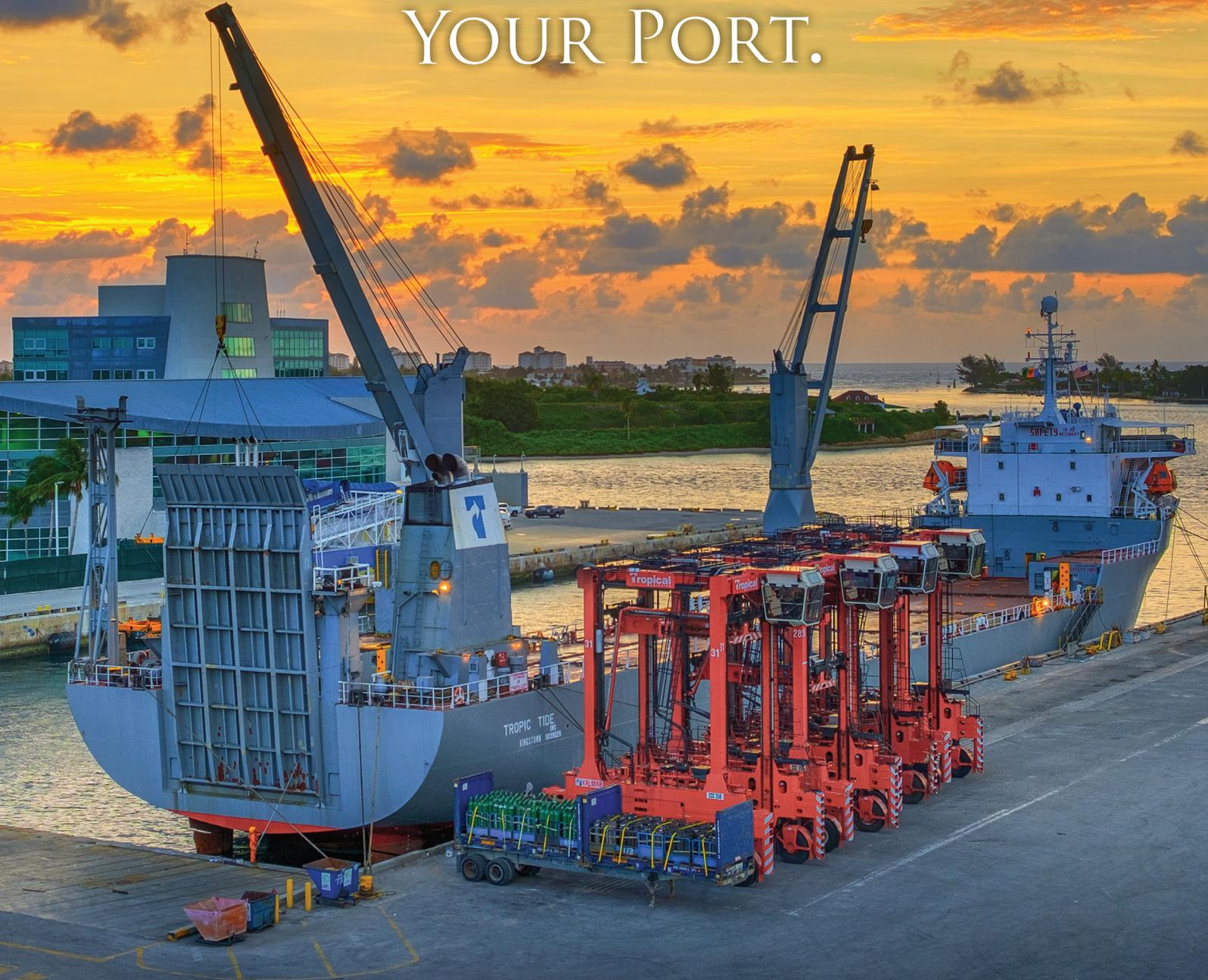
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.pe.com/pe/news	The Press Enterprise - FinancialContent	United States	934
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.pettinga.com/pe	Pettinga - FinancialContent	United States	902
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	International Business Times - FinancialContent	United States	888
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://finance.azcentral.com/az	Azcentral.com - FinancialContent	United States	818
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://stocks.newsok.com/news	Newsok - FinancialContent	United States	789
26-Dec-2017	Moody's Upgrades Rating Outlook at Port of Palm Beach	http://ichainnel.com/en/news/1	iChainnel	China	769
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.thepilotnews.com	The Pilot News - FinancialContent	United States	699
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.invoregister.com	The Invo Register - FinancialContent	United States	673
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://finance.renewableenergy.com	Renewable Energy World - FinancialContent	United States	640
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.thepostandmail.com	The Post and Mail - FinancialContent	United States	628
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.wnd.com/world	WorldNetDaily - FinancialContent	United States	600
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.mammothtimes.com	Mammoth Times - FinancialContent	United States	565
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.buffalonews.com	The Buffalo News - FinancialContent	United States	526
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.smdailypress.com	The Daily Press - FinancialContent	United States	419
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.kanerepublican.com	The Kane Republican - FinancialContent	United States	345
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	StreetInsider - FinancialContent	United States	344
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	WRAL - FinancialContent	United States	344
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.decaturredaily.com	The Decatur Daily Democrat - FinancialContent	United States	340
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.am-news.com	Morning News - FinancialContent	United States	335
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://quotes.fatpitchfinancials.com	Fat Pitch Financials - FinancialContent	United States	317
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.wapakondailynews.com	The Wapakoneta Daily News - FinancialContent	United States	309
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.poteaudailynews.com	Poteau Daily News - FinancialContent	United States	308
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.theeveningleader.com	The Evening Leader - FinancialContent	United States	305
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.punxsutawney.com	The Punxsutawney Spirit - FinancialContent	United States	298
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.theantlersamerica.com	The Antlers American - FinancialContent	United States	293
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.observeernews.com	The Observer News Enterprise - FinancialContent	United States	290
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.malvern-online.com	Malvern Daily Record - FinancialContent	United States	285
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.times-online.com	The Valley City Times Record - FinancialContent	United States	217
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.bentoncourier.com	The Saline Courier - FinancialContent	United States	211
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.bigspringherald.com	Big Spring Herald - FinancialContent	United States	202
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://money.mymotherlode.com	MyMotherLode.com - FinancialContent	United States	184
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.sweetwaterreporter.com	The Sweetwater Reporter - FinancialContent	United States	148
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.minstercommunity.com	The Community Post - FinancialContent	United States	133
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	San Diego Stocks - FinancialContent	United States	119
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	1st Discout Brokerage - FinancialContent	United States	66
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.starkvilledailynews.com	Starkville Daily News - FinancialContent	United States	60
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Townhall Finance - FinancialContent	United States	40
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	The Network Journal - FinancialContent	United States	13
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Market Intelligence Center - FinancialContent	United States	13
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Nation's Restaurant News - FinancialContent	United States	13
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://markets.financialcontent	Long Beach Press-Telegram - FinancialContent	United States	13
26-Dec-2017	Florida East Coast Railway Provides Safety Training for Emergency Responders	http://business.ridgwayrecord.com	The Ridgway Record - FinancialContent	United States	-
27-Dec-2017	Moody's Upgrades Rating Outlook at Port of Palm Beach	https://worldmaritimeweek.com	World Maritime News	Netherlands	60,136
27-Dec-2017	Moody's Upgrades Rating Outlook at Port of Palm Beach	https://www.infomarine.net/ma	Infomarine.net	Greece	1,267
27-Dec-2017	COSCO Shipping Inks Loan to Buy Logistics Firm	https://www.infomarine.net/ma	Infomarine.net	Greece	1,267
27-Dec-2017	Moody's Upgrades Rating Outlook at Port of Palm Beach	http://www.glorysc.com/news/	Glory Logistics	Viet Nam	157
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.chron.com/news/arc	Chron.com	United States	17,308,117
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.sfgate.com/news/arc	SFGate	United States	12,038,164
28-Dec-2017	Family fears no one searching for surfer missing since 2016	https://www.washingtontimes.com	The Washington Times	United States	3,493,045
28-Dec-2017	Moody's upgrades Port of Palm Beach rating outlook	https://www.bizjournals.com/sc	The Business Journals	United States	3,359,792
28-Dec-2017	Family fears no one searching for surfer missing since 2016	https://www.seattletimes.com/	The Seattle Times	United States	2,952,116
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.seattlepi.com/news	Seattlepi.com	United States	1,170,758
28-Dec-2017	Family fears no one searching for surfer missing since 2016	N/A	AP (Hosted)	United States	830,466
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.mcclatchydc.com/	McClatchy DC	United States	792,720
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.newsobserver.com/	The News & Observer	United States	677,935
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.mysanantonio.com/	San Antonio Express-News	United States	658,933
28-Dec-2017	Port of Palm Beach's financial outlook upgraded to positive	http://www.palmbeachpost.com/	Palm Beach Post	United States	572,588
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://newsok.com/family-fears	NewsOK	United States	536,151
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.houstonchronicle.com/	Houston Chronicle	United States	426,775
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.kansas.com/news/	The Wichita Eagle and Kansas.com	United States	258,989
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.fresnobee.com/new	The Fresno Bee	United States	254,566
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.sunherald.com/new	Sun Herald	United States	252,311
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.sanluisobispo.com/	The Tribune	United States	170,452
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.ctpost.com/news/arc	Connecticut Post	United States	157,486
28-Dec-2017	Port of Palm Beach's financial outlook upgraded to positive	http://www.mypalmbeachpost.com/	The Palm Beach Post	United States	147,951
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.myrtlebeachonline.com	MyrtleBeachOnline.com	United States	111,744
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.heraldcourier.com/	Herald Courier.com	United States	110,625
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.centredaily.com/new	Centre Daily Times	United States	94,489
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.newstimes.com/new	NewsTimes.com	United States	78,850
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.theeagle.com/news	The Eagle	United States	76,884
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.ledger-enquirer.com/	Ledger-Enquirer	United States	73,895
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.islandpacket.com/	The Island Packet	United States	71,107
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.tri-cityherald.com/	Tri-City Herald	United States	68,303

28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.stamfordadvocate.com	StamfordAdvocate.com	United States	63,430
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.heraldonline.com/news	Herald Online	United States	63,297
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.greenwichtime.com	Greenwich Time	United States	41,480
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.thehour.com/news/	TheHour	United States	28,871
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.westport-news.com	Westport-News	United States	9,728
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.fairfieldcitizenonline.com	Fairfield Citizen Online	United States	8,313
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.ccenterdispatch.com	Clay Center Dispatch	United States	7,780
28-Dec-2017	Family fears no one searching for surfer missing since 2016	https://www.westplainsdailyquill.com	West Plains Daily Quill	United States	6,418
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.argus-press.com/news	The Argus-Press	United States	6,084
28-Dec-2017	Moody : Port of Palm Beach's financial outlook upgraded to positive	http://www.4-traders.com/MOC	4 Traders	United States	5,677
28-Dec-2017	Moody's upgrades Port of Palm Beach rating outlook	http://www.americantowns.com	Florida FL - AmericanTowns.com	United States	4,385
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.newcanaanews.com	New Canaan News	United States	3,671
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.dariennewsline.com	Dariennewsline	United States	2,955
28-Dec-2017	Grand Celebration Has Returned To Port of Palm Beach	https://wjno.iheart.com/features	1290 WJNO - iHeartRadio	United States	1,924
28-Dec-2017	Family fears no one searching for surfer missing since 2016	http://breakingnewslive.net/news	Breaking News	Malta	1,002
29-Dec-2017	Scrap-metal firm at port says Riviera Beach hampers its business	http://www.palmbeachpost.com	Palm Beach Post	United States	572,588
29-Dec-2017	Scrap-metal firm at port says Riviera Beach hampers its business	http://www.mypalmbeachpost.com	The Palm Beach Post	United States	147,951
29-Dec-2017	Port of Palm Beach's financial outlook upgraded to positive	http://www.hellenicshippingnews.com	Hellenic Shipping News Worldwide	Greece	50,544
29-Dec-2017	Port of Palm Beach's financial outlook upgraded to positive	http://www.bunkerportsnews.com	Bunker Ports News Worldwide	Greece	1,722
30-Dec-2017	Port of Palm Beach's financial outlook upgraded to positive	http://www.customstoday.com	Customs Today	Pakistan	25,495
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.latimes.com/sns-bc	Los Angeles Times	United States	19,469,334
31-Dec-2017	Family Fears No One Searching for Surfer Missing Since 2016	https://www.usnews.com/news	US News & World Report	United States	14,604,981
31-Dec-2017	Family fears no one searching for surfer missing since 2016	https://www.apnews.com/47c3	AP News	United States	3,993,380
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.sacbee.com/news/	The Sacramento Bee	United States	1,901,948
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.sun-sentinel.com/news	Sun Sentinel	United States	1,445,090
31-Dec-2017	Family fears no one searching for surfer missing since 2016	N/A	AP (Hosted)	United States	830,466
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.wftv.com/news/florid	WFTV	United States	378,604
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.nhregister.com/new	New Haven Register	United States	163,402
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.newsherald.com/news	Panama City News Herald	United States	102,843
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.theledger.com/news	The Ledger	United States	91,458
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.lmtonline.com/news	Laredo Morning Times	United States	35,069
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.news965.com/news	News965.com	United States	26,371
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.registercitizen.com/	The Register Citizen	United States	22,739
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.wokv.com/news/loc	WOKV	United States	21,228
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.dailyjournal.net/201	Daily Journal	United States	12,861
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.icflorida.com/news/ic	icFlorida.com	United States	7,512
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://www.fox30jax.com/news	FOX30Jax.com	United States	6,010
31-Dec-2017	Family fears no one searching for surfer missing since 2016	http://qm5-ikweb.newscycle.com	News-JournalOnline.com	United States	922

Total Reach:	169,151,309
Mentions:	690

(AD IN GUIDE TO THE PALM BEACHES)

IMPORT. EXPORT. YOUR PORT.



- 162 Acres, 3 Slips, 17 Berths
- 7 Roll-on / Roll-off Ramps
- 80 Miles North of Miami
- 4th Busiest Container Port in Florida
- 2nd Fastest Growing Export Port in the U.S.
- Highest Container Volume per Acre in the U.S.

- Foreign-Trade Zone #135
- Vessels up to 700 ft LOA and 100 ft wide
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 Port of Palm Beach

 @PortofPalmBeach

 @ManuelAlmiraPPM

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(AD IN VISITORS GUIDE)

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Cargo Operations: Canaveral, Duluth/Superior, Long Beach, Wilmington (DE)



Pure car carrier Höegh Sydney on December 21 made the first direct delivery to [Port Canaveral](#) of autos imported from Asia – more than 800 cars destined for Central Florida dealerships. The December 20 sailing of M/V Beatrix – the last oceangoing vessel to leave the Twin Ports this year – signaled the beginning of the end of the 2017 commercial shipping season in the [Port of Duluth-Superior](#) and across the Great Lakes-St. Lawrence Seaway system.

The largest China COSCO Shipping vessel to ever come to North America visited the [Port of Long Beach](#) a few weeks ago. The first breakbulk shipment of Chilean winter fruit to arrive in the United States for the 2017-18 season sailed into Delaware's [Port of Wilmington](#) December 18 aboard the M/V Green Italia.

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Facility Expansion: Alabama

The boards of directors of [Alabama State Port Authority](#) (ASPA) and [APM Terminals](#) in separate actions have approved a \$49.5 million expansion that will boost throughput capacity of Mobile Container Terminal to 650,000 TEUs annually.

[Learn More...](#)



Energy Trade: Corpus Christi



The [Port of Corpus Christi](#) is celebrating the two-year anniversary of the lifting of the U.S. government's ban on exports of crude oil, and the port's own role in facilitating the expansion of the U.S. role in the global energy trade.

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Security: Baltimore

The Federal Emergency Management Agency (FEMA) recently awarded the [Maryland Port Administration](#) \$1,189,600 for security enhancements at public marine terminals in the Port of Baltimore.

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Finance: Palm Beach

[Moody's Investors Service](#) has revised the [Port of Palm Beach](#)'s rating outlook to positive from stable and affirmed the port district's Baa3 rating.

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Vendor Relations: New York/New Jersey

The [Port Authority of New York & New Jersey](#) is introducing a new code of ethics for its vendors, contractors and consultants as part of a comprehensive integrity program adopted by the agency's board of commissioners in September.

[Learn More...](#)



Port Traffic Metrics: Seattle/Tacoma



The [Northwest Seaport Alliance](#) reports a 2 percent container traffic increase through November at its marine terminals in Seattle and Tacoma.

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Port People: Port Arthur, Port Manatee, Seattle, Tacoma



Larry A. Kelley, Jr., took the helm January 1 as executive director and CEO the [Port of Port Arthur](#). Manatee County Commissioner Vanessa Baugh has been elected to a second consecutive one-year term as chairwoman of the Manatee County Port Authority, the governing board of [Port Manatee](#). The [Port of Seattle Commission](#) has selected retired U.S. Coast Guard Rear Admiral Stephen P. Metruck to be the port's next executive director. [Port of Tacoma](#) commissioners on December 21 selected Don Meyer as commission president for 2018.

[Learn More...](#)



Visit AAPA's Website for Current Public Port & Affiliated Business Press Releases

[Baugh Re-elected Chairwoman of Manatee County Port Authority](#)

Palmetto, Florida

December 21, 2017

[JAXPORT Sets Record for Small Business Contract Payments in 2017](#)

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December 21, 2017

[JAXPORT Container Volumes Continue Double-Digit Growth](#)

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Visit the AAPA Career Center for Current Port Employment & Business Opportunities

Employment Opportunities:

[Deputy Executive Director](#), Long Beach, California; Port of Long Beach

[Director of Cruise Operations](#), Galveston, Texas; Port of Galveston

[President & Chief Executive Officer](#), Windsor, Ontario; Windsor Port Authority

[Director of Finance and Accounting](#), Coos Bay, Oregon; Oregon International Port of Coos Bay

[Safety Program Manager](#), Longview, Washington; Port of Long View

Port Business Opportunities:

Request for Qualification: [Lake Charles Harbor & Terminal District - Marsh Restoration Partnership](#)

Posted Date: December 19, 2017

Deadline: 2/01/2018

Invitation for Bids: [PortMiami](#)

Posted Date: December 7, 2017

Deadline: 01/09/18 2:00 PM

Invitation for Bids: [Maritime Exchange for the Delaware River and Bay Recovery Priority Assessment](#)

Posted Date: December 4, 2017

Deadline: 01/8/2018

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Jack E. Lighton

December 7, 2017

Ms. Aidy Alonzo
Port of Palm Beach
One East 11th Street
Riviera Beach, FL 33404

Dear Ms. Alonzo,

Wishing you and your family a wonderful holiday season and a prosperous new year!

We cannot thank you enough for supporting the Ninth Annual Go Blue Awards Luncheon. We are very proud that as a result of your generosity, we were able to raise \$85,000 for Loggerhead Marinelifelife Center. These funds will go directly towards the important work in our sea turtle hospital and in our conservation, research and education efforts. The Go Blue Awards would not be possible without supporters like you.

Your donation of \$85 included 1 ticket(s) to the luncheon, valued at \$40 each. Your total taxable deduction is \$45. Loggerhead Marinelifelife Center is a 501(c)(3) non-profit organization committed to promoting the conservation of ocean ecosystems with a special focus on threatened and endangered sea turtles.

The Go Blue Awards Luncheon recognizes many individuals, businesses and non-profits who are making significant strides globally to conserve our precious oceans. The conservation message from our keynote speaker Brian Skerry, along with his beautiful photographs, created an incredible perspective of the natural world. Brian showed compelling images and told personal stories as he has experienced threats to wildlife firsthand, but left us with hope that we each can make a difference. As Skerry remarked, "Human beings are...visual creatures...a single image can move the dial in favor of conservation."

Please join Brian Skerry and Loggerhead Marinelifelife Center to create your conservation legacy!

- If you are not a Blue Friends Society member, please consider joining with a donation to the Loggerhead Marinelifelife Center Annual Fund. (www.marinelife.org/donate)
- Become an ocean conservation ambassador on social media.
- Support the Waves of Progress Capital Expansion.
- Bring your family and friends to Loggerhead Marinelifelife Center.

Thank you for your participation and generosity. We look forward to your support of the 2018 Go Blue Awards Luncheon! We hope that you continue to join us on our conservation journey. The future generations depend on us!

Sincerely,

Jack E. Lighton
President & CEO

Thank you for all of your kind support!

Thank you!

Lynne L. Wells
Go Blue Awards Co-Chair
Board of Directors

PS: Please save the date for our upcoming event, Beach Bash Palm Beach: Thursday, December 28th. For more information, please visit marinelife.org/beachbash

YOUR ENTIRE DONATION TO LOGGERHEAD MARINELIFE CENTER (TAX I.D. NUMBER 59-2445926) IS TAX-DEDUCTIBLE AS ALLOWED BY IRS GUIDELINES. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.



NINTH ANNUAL
Go Blue Awards Luncheon





Port of Palm Beach
Aidy Alonzo
One East 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Mr. Alonzo,

On behalf of everyone at Discover The Palm Beaches, we are delighted that you have decided to join us as a valued Partner in support of increased tourism to The Palm Beaches. As the Official Tourism Marketing Corporation for Palm Beach County for over 30 years, we are committed to our mission of increasing travel and visitation to the destination.

Be sure to login to the Partner Portal to stay up to date on Partner Events and opportunities. You will soon receive email communication from Partnership@ThePalmBeaches.com. Email is our main form of communication so please add us to your safe sender list.

Enclosed is your Discover The Palm Beaches' Partnership Invoice for 2018, which lasts through the end of the calendar year. Please submit your payment by mail to:

Discover The Palm Beaches
Attn: Finance Department
2195 Southern Blvd., Suite 400
West Palm Beach, FL 33406

FAX: (561) 233-3025 or **EMAIL:** AccountsReceivable@ThePalmBeaches.com

We will continue to seek innovative ways to promote your distinct product to more than 6.9 million visitors that travel to The Palm Beaches on an annual basis. We look forward to working closely with you, and promoting you through our sales, marketing and communications efforts.

Thank you for your investment in our Marketing Partnership Program.

Sincerely,

A handwritten signature in blue ink that reads "Jorge Pesquera".

Jorge Pesquera
President and CEO

A handwritten signature in blue ink that reads "Heather Andrews".

Heather Andrews
Senior Director, Industry Relations

The Official Tourism Marketing Corporation for Palm Beach County

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

**CONSENT AGENDA
ITEM G-8**

PREPARED BY: Jarra Kaczvara Sr. Director, Business Development/
Communications January 8, 2018
Jackelin Machado Marketing Analyst

SUBJECT: Community Grants

BACKGROUND INFORMATION: The following items are presented for approval and/or ratification:

Donations/Sponsorships

- | | | |
|---|----------|---------------|
| 1. Haiti Cholera Research Funding Foundation Inc. | Donation | \$300.00 |
| 2. St. John Fisher Catholic Church | Donation | \$300.00 |
| 3. The Children’s Coalition, Inc. | Donation | \$105.00 (WR) |

NOTE: \$200 donation was approved at December 2017 Board meeting; also approved was Commissioner Richards verbal request for an additional \$150. There was only \$105 remaining in Commissioner Richards allocations, therefore we are requesting his remaining funds of \$105 be approved today.

Community Grant Events

These organizations all have a completed W-9 on file and Port Staff have verified that they have the 501(c)(3) designation.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: These items are funded from the FY18 Operating Budget – Community Grants Line

RECOMMENDATION:

1. The Board is respectfully requested to approve the donation of \$300.00 to The Haiti Cholera Research Funding Foundation Inc.
 2. The Board is respectfully requested to approve the donation of \$300.00 to St. John Fisher Catholic Church.
 3. The Board is respectfully requested to approve the donation of \$105.00 to The Children’s Coalition, Inc., making the total FY18 donation \$305.00
-

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: _____

Haiti Cholera Research Funding Foundation Inc Global
Humanitarian 501 C 3 ECOSOC SP. 2017 Lucerne Lakes Blvd West #
604 Lake Worth, FL. 33467 Phone: (561) 577-2698 Fax: (561) 658-
7868 Email: info@hcrff.org Website ww.hcrff.org

18 December 2017

To:

Boards of Port of Palm Beach County
One East 11th Street Suite 600
Riviera Beach, FL. 33404
Phone: (561) 383-4100
Fax: (561) 842-4240

Greeting All,

Haiti Cholera Research Funding Foundation Inc. is a Global Humanitarian 501 C 3 Non-Profit Organization and ECOSOC Special 2017. The Foundation is a member of PBC-HHA and we have been providing temporary shelter for women, pregnant women, women who are HIV, and also children in Palm Beach County.

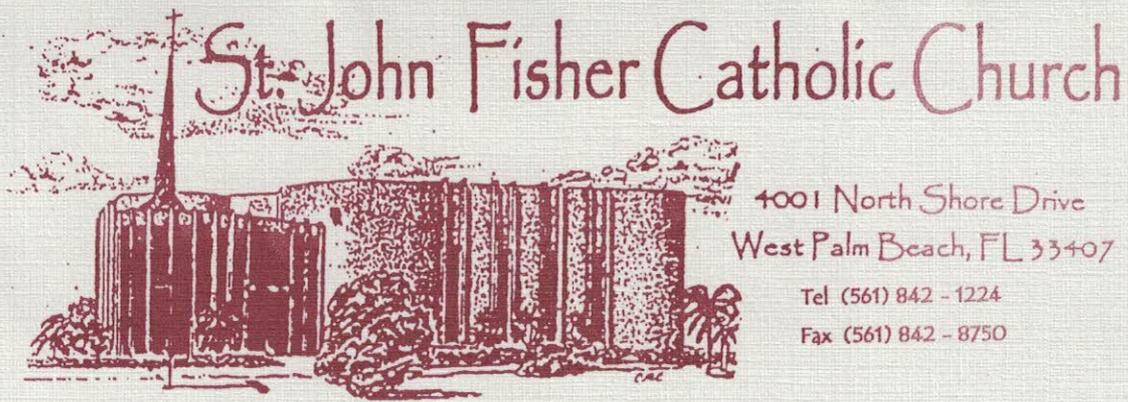
Palm Beach County faces a major housing crisis, and our Foundation has been invited to be an exhibitor to the UN Habitat taking place in Malaysia in 2018, where stakeholders from all over the world will share practices and knowledge on how cities are built, planned and managed. In order to accomplish our goal of continuing assistance for homeless people, we are earnestly seeking financial support from the Board of Palm Beach County.

Thank you for your interest and courtesy. We sincerely anticipate hearing from you at your earliest convenience.

Pierrette J Cazeau

Pierrette J Cazeau, MBA, MHA, Post-Doctoral
Global Public Health Diplomat
President & CEO





January 11, 2018

Ms. Venice Howard
Port of Palm Beach

Dear Ms. Howard,

Peace and blessings in the New Year!

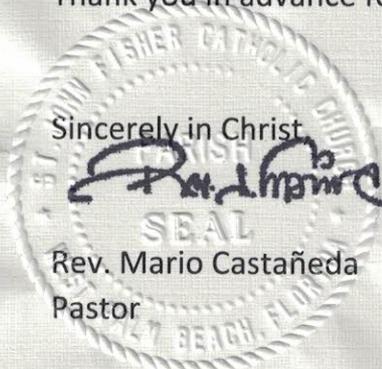
In response to the insurmountable needs that have resulted from the damages of this past hurricane season, we are organizing a fundraiser for January 27 in order to help with hurricane relief efforts. We are requesting community grant assistance for this fundraiser, and your support and assistance would be greatly appreciated.

Thank you in advance for your consideration.

Sincerely in Christ

A handwritten signature in black ink, appearing to read "Rev. Mario Castañeda", is written over the circular seal.

Rev. Mario Castañeda
Pastor



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

**CONSENT AGENDA
ITEM G-9**

PREPARED BY: José Soler, PE Port Engineer January 5, 2018

SUBJECT: **Request to Advertise for Proposals**
 Berth 1 Bulkhead Underwater Repairs

BACKGROUND:

During the October Meeting, the Board approved a Work Order to CH2M for the Underwater Re-inspection and Updates Condition Report of Berth 1. The inspection was performed on the days of 14 and 15 of November. The Final Underwater Evaluation Report was provided to the POPB on December 21, 2017. The overall condition rating of the Berth as per the inspection is Poor, due to the general deep corrosion pitting of the steel sheet piles. CH2M recommended that the Berth 1 should be replaced with a new bulkhead within the next three years. The POPB plans to initiate a bulkhead replacement project during the year of 2019, within the three years recommended.

In the short term, within the next year, repairs to the bulkhead should be performed to maintain the structural integrity of the bulkhead until its replacement. The recommended scope of work of repairs includes:

- cover ten (10) holes in the sheet pile with steel plates.
- weld steel plates to H-Piles flanges in two (2) locations to repair the severe flange lost.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT:

The bulkhead repairs project will be funded by the FY18 Renewal and Replacement budget.

RECOMMENDATION: Port staff respectfully request the Board of Commissioners to approve this request to advertise for Request for Proposals for the repairs of the Berth 1 bulkhead.

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: _____



550 W. Cypress Creek Road
Suite 400
Ft. Lauderdale, FL 33309
O 954/ 351-9256
F 954/ 772-2626

Mr. Jose Soler, PE
Port of Palm Beach District
1 East 11th Street, Suite 600
Riviera Beach, FL 33404

December 21, 2017

Subject: Port of Palm Beach Berth 1 - 2017 Above Water and Underwater Inspection

Dear Mr. Soler,

On November 14 and 15, 2017 and on behalf of The Port of Palm Beach, CH2M performed an above water and underwater inspection of Berth 1 at the Port of Palm Beach in West Palm Beach, Florida.

The purpose of the inspection was to rate the overall condition of the facility and identify any deterioration or damage to the bulkhead structure. The scope of the inspection included the entire length of the Berth 1 bulkhead as well as the 60 ft long propeller wash protection wall (Prop Wash Wall) located at the north end of the site. These two structures comprise 495 lin ft of steel sheet piles, 555 lin ft of concrete pile cap, 21 steel H-Piles, 15 ship fenders, seven small vessel fenders, and eight mooring bollards.

Berth 1 was last inspected in 2015 when CH2M performed an above water and underwater inspection on behalf of The Port of Palm Beach. Berth 1 received an overall condition rating of Fair-to-Poor in 2015.

The 2017 overall condition rating of Berth 1 is **Poor** due to steel sheet piles with overall loss of thickness from general deep corrosion pitting, ten corrosion holes (several with active loss of deck fill material) in the steel sheet piles, two H-Piles on the prop wash wall with severe flange loss due to corrosion, three concrete pile cap locations (31 lin ft total) with large spalls and exposed steel reinforcing with minor corrosion, one missing ship fender, and one ship fender with a detached chain.

The overall loss of steel sheet pile thickness is in a serious state and the length of bulkhead with severe pitting (Station 0+00 to Station 4+25) should be replaced with a new bulkhead within the next three years. In the short term, the holes in the steel sheet piles and the H-Piles with severe flange loss should be repaired with welded steel plates within the next year. The corrosion on the exposed steel reinforcing should be cleaned and the large spalls along the concrete pile caps from Station 4+50 to Station 4+65 should be repaired with formed concrete within the next 5 years. The missing ship fender should be replaced and the detached ship fender reattached to the face of the wharf as soon as possible for mooring operations.

The rate of deterioration of a structure accelerates as the overall condition rating approaches a rating of serious/critical. Therefore, as current operations continue at the berth, the bulkhead should be monitored for excessive pavement or other similar topside settling until the repairs recommended in this report are completed. In addition, it is recommended the berth be inspected again from the waterside within twelve months after bulkhead repairs are completed to confirm repair integrity and to re-assess the overall bulkhead condition.

SCOPE OF WORK

The inspection included a visual and tactile (Level I effort) inspection of the exposed surfaces of the steel sheet pile bulkhead and concrete pile cap from the waterline to the mudline with particular attention given to any observed areas of deterioration or damage. In addition, the structure was visually inspected above water from the waterline to the top of the pile cap. Every 100 linear feet of bulkhead at Level II inspection effort was performed. Each Level II inspection included cleaning marine growth from a one square foot area at three locations: just below the concrete encasement, approximately mid-depth, and near the mudline. Additionally, the fender system and mooring hardware received a Level I inspection effort. Photographs above and below water taken to document general conditions and observed deficiencies.

INSPECTION METHODOLOGY

The underwater inspection was performed by a three-person team led by a licensed Professional Engineer, a Dive Supervisor, and a technician-Diver. All three members of the team are certified by the Association of Diving Contractors International (ADCI).

The CH2M dive inspection team members have successfully completed adequate structural inspection training for engineer-divers in order to accurately report structural damage & deficiencies and have significant experience performing underwater structural inspections of waterfront structures.

The members of the inspection team were appropriately equipped and trained, and the diving operations were conducted in accordance with the Occupational Safety and Health Administration Commercial Diving Operations Standard (29 CFR 1910, Subpart T), ADCI Consensus Standards for Commercial Diving and Underwater Operations, and CH2M HILL's Safe Diving Practices & Operations Manual.

Surface-Supplied Air diving mode including dive helmet with hardwire communications, a bank of high pressure air supply, and a filter rack were utilized to perform the inspection. The diving inspection was performed from the top of deck from a dive van.

Rating Criteria

The general condition assessment ratings for the inspected structure are based on a six point assessment scale developed by the American Society of Civil Engineers (ASCE). The six point condition ratings are:

- 6 – Good: No problems or only minor problems noted. Structural elements may show some very minor deterioration, but no overstressing observed.
- 5 – Satisfactory: Minor to moderate defects and deterioration observed, but no overstressing observed.
- 4 – Fair: All primary structural elements are sound; but minor to moderate defects and deterioration observed. Localized areas of moderate to advanced deterioration may be present but do not significantly reduce the load bearing capacity of the structure.

- 3 – Poor: Advanced deterioration or overstressing observed on widespread portions of the structure, but does not significantly reduce the load carrying capacity of the structure.
- 2 – Serious: Advanced deterioration, overstressing, or breakage may have significantly affected the load bearing capacity of primary structural elements. Local failures are possible and loading restrictions may be necessary.
- 1 – Critical: Very advanced deterioration, overstressing, or breakage has resulted in localized failure(s) of primary structural elements. More widespread failures are possible or likely to occur and load restrictions should be implemented as necessary.

Corrosion is one of the most common deficiencies found on steel elements and the level of corrosion is defined as follows:

- Minor (or Light) – A light surface corrosion with no apparent loss of section.
- Moderate – Corrosion that is loose and flaking with some pitting. The scaling or exfoliation can be removed with some effort by use of a scraper or chipping hammer. The element exhibits measurable but not significant loss of section.
- Severe – Heavy, stratified corrosion or corrosion scales with extensive pitting. Removal requires exerted effort and may require mechanical means. Significant loss of section.

DESCRIPTION OF STRUCTURE

Berth 1 is situated at the north end of the Port of Palm Beach Turning Basin and comprises a bulkhead in north-south direction along the Intracoastal Waterway. Berth 1 extends from the north fence-line of the Port. The Bulkhead was originally constructed in 1976 and consists of anchored steel sheet piling (PZ-27) with a reinforced concrete pile cap and facing. The concrete cap is 3.5 ft wide and the top of the concrete cap is at El. +7.0 ft. The concrete facing extends to El. -2.0 ft and is 9 inches thick from the outer flange of steel sheeting.

The bulkhead was stationed along the concrete cap from north to south with Station 0+00 at the north fence-line and Station 4+75 at the south end of Berth 1. From Station 4+75 to 4+95, there is an angled transition wall from the south end of Berth 1 to Slip 1 that measures approximately 20 feet long. From Station 4+25 and extending south to Station 4+75 then along the angular transition bulkhead (chamfer) and to Slip 1, the bulkhead consists of new PZ-35 sheet piling constructed 3 feet in front of the old PZ-27 steel sheet piling. The concrete cap also extends 3 feet out into the berth (notched) at this location and the concrete facing extends 2 feet lower to El. -4.0 ft.

An approximately 52 ft long by 6.5 ft wide stairwell is located near the northern end of the Bulkhead. The stairwell platform is 3 ft ± below the adjacent apron. Six 2 ft wide by 6 in. high steps are located at the south end of the stairwell. This platform was originally used for access of small craft requiring access to the Port.

At approximately Station 0+07 a prop wash wall extends eastward perpendicularly from the bulkhead on the north side of the stairwell platform. The Prop wash wall is 61 ft long by 5 ft wide and is constructed of two rows of steel H piles with a concrete pile cap. Concrete waffle slabs were placed between adjacent steel H piles in the north row of piles.

A Vicinity Map, Location Plan, and Facility Plan are presented on Figure 1 and Figure 2

and provided in Appendix B.

INSPECTION FINDINGS

The overall condition rating of Berth 1 is **Poor** due steel sheet piles with overall loss of thickness due general deep corrosion pitting, ten corrosion holes (several with active loss of sand) in the steel sheet piles, two H-Piles with severe flange loss due to corrosion, three concrete pile cap locations (31 lin ft total) with large spalls and exposed steel reinforcing with minor corrosion, one missing ship fender, and one ship fender with a detached chain.

Photographs including the typical conditions and deficiencies at Berth 1 are provided in Appendix A. An Inspection Plan including the locations and orientations of the deficiencies at Berth 1 are presented on Figure 4 and provided in Appendix B.

Station 0+00 to 4+25

The PZ-27 steel sheet piling at Berth 1 is in overall Poor condition due to areas of severe pitting and overall thickness loss. The sheet piling typically exhibited 1/8 inch to 1/4 inch deep pitting throughout with pits measuring 1/4 to 1/2 inch in diameter. Isolated areas of severe pitting exhibited up to 3/8 inch deep pitting, including ten locations with 100% thickness loss (corrosion holes), and pitting up to 1 inch in diameter (Photo 1). A summary including the locations and dimensions of the corrosion holes is presented on Table 1.

Table 1: Steel Sheet Pile Corrosion Holes

Station	Description
1+50	Corrosion hole at -2 ft on outer flange that measured 12 in. high x 8 in. wide with heavy corrosion surrounding and active loss of backfill.
1+70	Corrosion hole at -2 ft on outer flange that measured 0.5 in. in diameter with heavy corrosion surrounding.
2+00	Corrosion hole at -2 ft on outer flange that measured 5 in. high x 1 in. wide with heavy corrosion surrounding and active loss of backfill.
2+00	Corrosion hole at -12 ft on outer flange that measured 0.5 in. in diameter with heavy corrosion surrounding.
2+18	Corrosion hole at -2 ft on web that measured 12 in. high x 5 in. wide with heavy corrosion surrounding and active loss of backfill.
2+48	Corrosion hole at -2 ft on outer flange that measured 0.75 in. diameter with heavy corrosion surrounding and active loss of backfill.
2+48	Corrosion hole at -2 ft on inner flange that measured 1 in. high x 2 in. wide.
2+48	Corrosion hole at -2 ft on outer flange that measured 1 in. diameter with heavy corrosion surrounding and active loss of backfill.
2+48	Corrosion hole at -20 ft on outer flange and web that measured 3 in. high x 2 in. wide with heavy corrosion surrounding and active loss of backfill.
2+40	Corrosion hole at -20 ft on web that measured 1 in. in diameter with heavy corrosion surrounding and active loss of backfill.

The concrete pile cap between station 0+00 and Station 4+25 is in overall Fair condition due to large spalls with exposed steel reinforcing between Station 0+60 and station 0+85.

Additionally, the concrete pile cap has random 1/16 in. wide vertical cracks and a few localized areas of deterioration (Photo 2).

Station 4+25 to 4+95 (including Angled Corner – Chamfer)

The steel sheet piles between station 4+25 and 4+95 are in overall Fair condition with only moderate deterioration. Minor to moderate pitting was observed along this portion of the berth (Photo 3). Typically the areas of pitting cover approximately 35% of the steel sheeting and measure 1/8 in. deep with a diameter of 1/2 in. Isolated pitting measured up to 1/16 in. deep and up to 1 in. in diameter.

The concrete cap between station 4+25 and Station 4+95 is in overall Fair condition due to large spalls with exposed steel reinforcing between Station 4+40 and station 4+65 (Photo 4). Additionally the concrete pile cap has random 1/32 in. wide vertical cracks and a few localized areas of deterioration.

Ancillary Items– Station 0+00 to 4+95 (full length of Berth 1)

The timber curbs along Berth 1 are in overall Satisfactory condition. However, the timber curbs were missing from Station 4+13 has impact damage (Photo 5). The ship fenders are in overall Fair condition. The lower chain link connections are generally broken from the fender connection hardware and hanging from the fender hardware as a result of heavy corrosion and abrasion. The upper fender chains and connection hardware typically exhibit light to moderate corrosion. The fender chains at Station 2+60 and Station 4+03 are detached (Photo 6) and the ship fender at Station 3+00 is missing (Photo 7).

Prop Wash Wall

The Prop wash wall is in overall Poor condition. The steel H-piles typically exhibit light corrosion along the flange edges with minor pitting up to 1/16 inch deep. Localized areas exhibited 1/8 inch deep pitting on approximately 5% of the flange faces. However, Piles 1S, 2S, 3S, 4S, 5S, and 10S have severe deficiencies. Refer to Table 3 below for a list of Prop wash wall pile defects. The concrete deck exhibited longitudinal cracks up to 1/18 inch wide with rust staining along the face and soffit. The concrete waffle slabs between the north steel H-piles were intact with no major deficiencies.

Table 3: Prop wash wall Defects

<u>Pile No.</u>	<u>Description</u>
1S	Severe corrosion of south flange with 100% missing from Elev. +1 ft to -2 ft. In addition, web was missing 20% (Photo 8).
2S	Severe corrosion of south flange with 100% missing from Elev. +1 ft to -2 ft. In addition, web was missing 20%.
3S	Advanced corrosion of south flange with 25% missing from Elev. +1 ft to -2 ft.
4S	Advanced corrosion of south flange with 25% missing from Elev. +1 ft to -2 ft.
5S	Moderate corrosion of south flange with 10% missing from Elev. +1 ft to -2 ft.
5S	Southwest flange cut out 16 inches high at Elev. -11 ft.
10S	Southwest flange cut out 16 inches high at Elev. -11 ft.

CONCLUSIONS AND RECOMMENDATIONS

The steel sheet piling from Station 0+00 to 4+25 has continued to deteriorate since the 2015 inspection and exhibits more localized areas of corrosion holes. The overall loss of steel sheet pile thickness is approaching a serious state and the length of bulkhead with severe pitting (Station 0+00 to Station 4+25) should be replaced with a new bulkhead within the next three years. The replacement bulkhead should tie into the new portion of bulkhead that begins at Station 4+25.

In the short term, the holes in the steel sheet piles are allowing loss of fill material and if allowed to continue severe undermining of the deck could result. Therefore the holes on the sheet piles should be repaired with welded steel plates within the next year with grout injections into the void areas. The missing ship fender should be replaced and the detached ship fender reattached to the face of the wharf within the next 12 months.

The H-Piles with severe flange loss should be repaired with welded steel plates within the next three years. The corrosion on the exposed steel reinforcing should be removed (cleaned) and the large spalls along the concrete pile caps from Station 4+50 to Station 4+65 should be repaired with formed concrete within the next 5 years.

The rate of deterioration of a structure accelerates as the overall condition rating approaches a rating of serious/critical. Therefore, as current operations continue at the berth, the bulkhead should be monitored for excessive pavement or other similar topside settling until the repairs recommended in this report are completed. In addition, it is recommended the berth be inspected again from the waterside within twelve months after bulkhead repairs are completed to confirm repair integrity and to re-assess the overall bulkhead condition.

CH2M appreciates the opportunity to provide professional engineering services to The Port of Palm Beach and we look forward to continue to work with you on any subsequent phases of this project. Should you have any questions or require further assistance please don't hesitate to contact Mr. Jim Moore or the undersigned.

Respectfully Submitted,



James D. Moore
Senior Project Manager



Matthew Grice, PE
Senior Project Manager
Senior Engineer-Diver

CH2M Project Number: 698551

\\nyc-fs-01\Projects\PROJECTS\I - Inspection & Rehabilitation\698551 - Port of Palm Beach Berth 1 2017 Inspection\20 Investigations\28 Reports\28.2 Draft

APPENDIX A – PHOTOGRAPHS



Photo 1. Station 2+48 corrosion hole in outer flange and web of steel sheet pile.



Photo 2. Station 3+85 Typical Concrete pile cap.



Photo 3. Station 4+58 typical steel sheet pile with minor to moderate pitting.

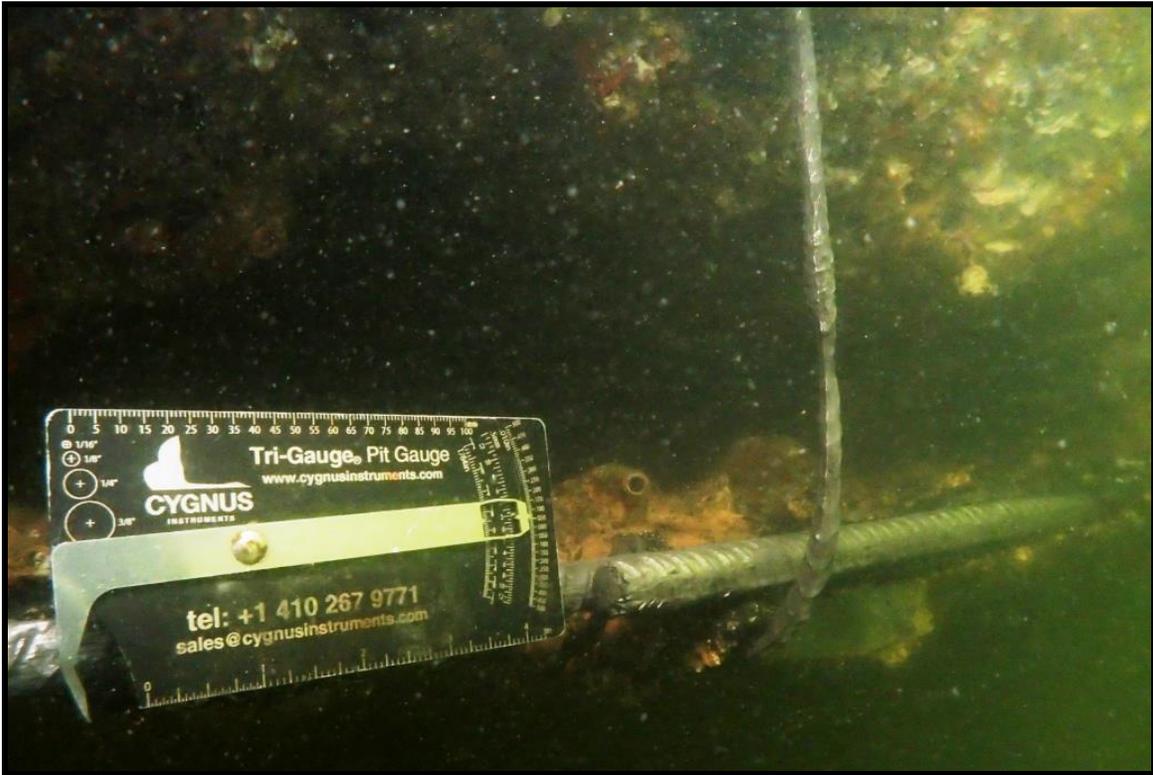


Photo 4. Station 4+55 Concrete pile cap with large spall and exposed reinforcing.



Photo 5. Station 4+13 timber curb with impact damage



Photo 6. Station 4+03 Ship fender with detached fender chain.

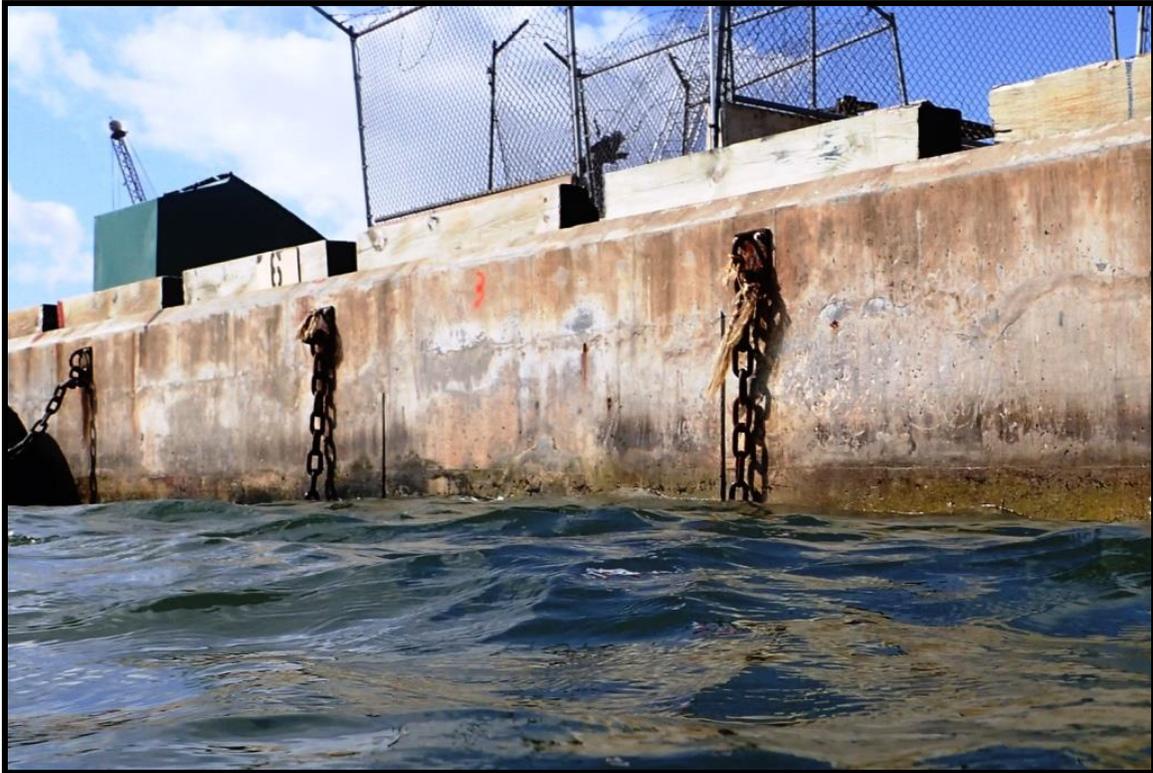


Photo 7. Station 3+00 Missing ship fender.

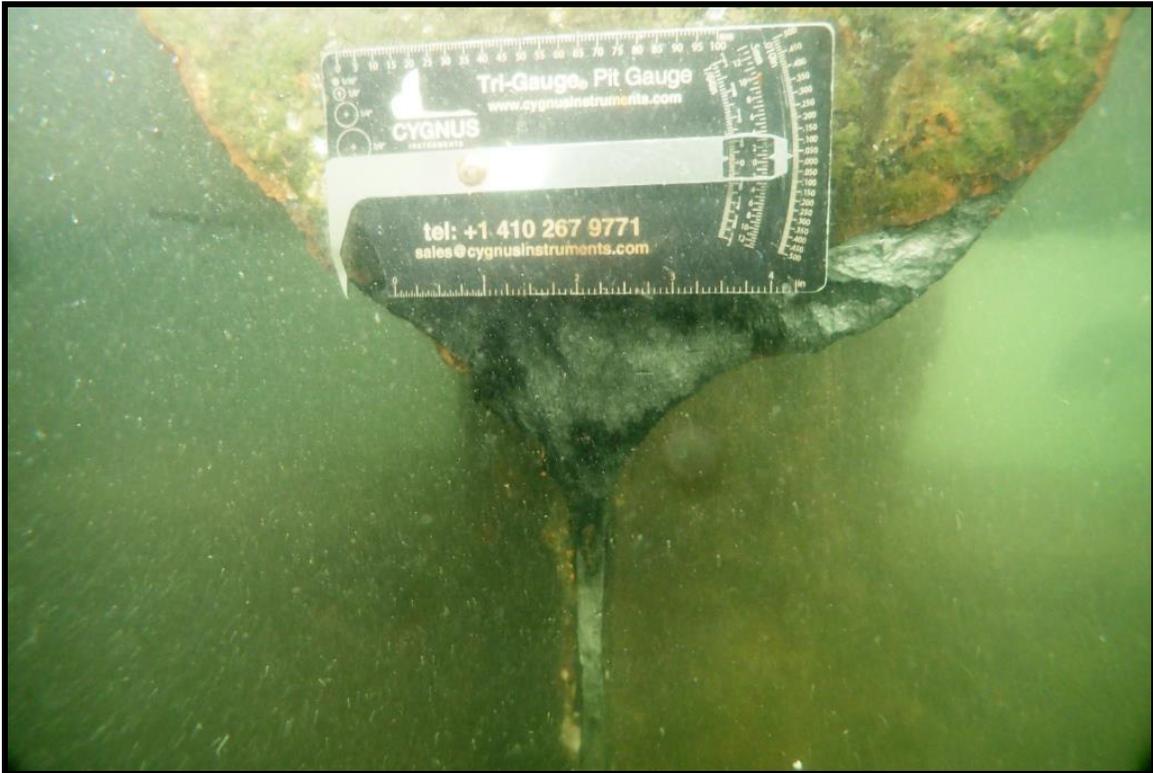
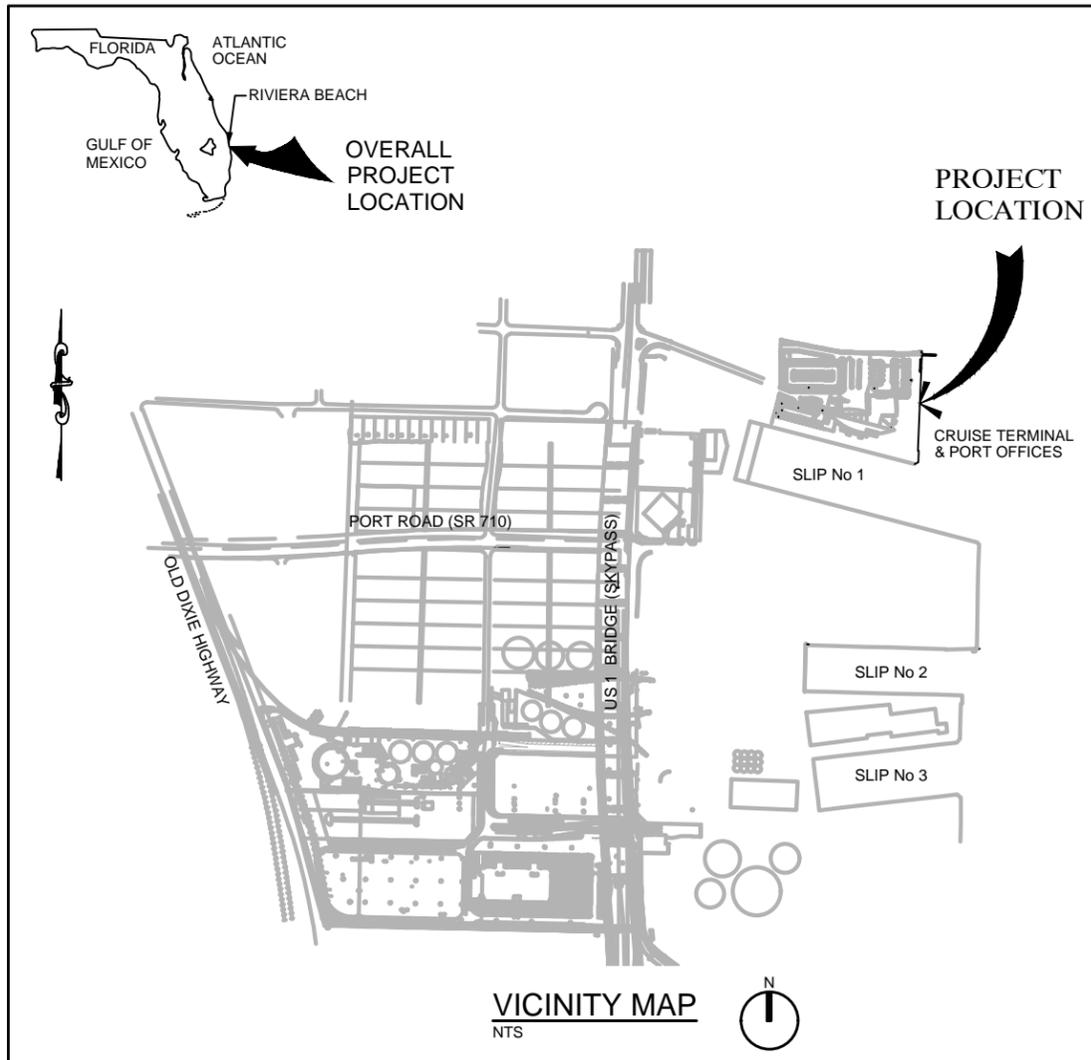


Photo 8. Prop wash wall Pile 1S 100% loss of south flange.

APPENDIX B – FIGURES

Port of Palm Beach Berth 1 Bulkhead 2017 Inspection

Port of Palm Beach District Riviera Beach, Florida



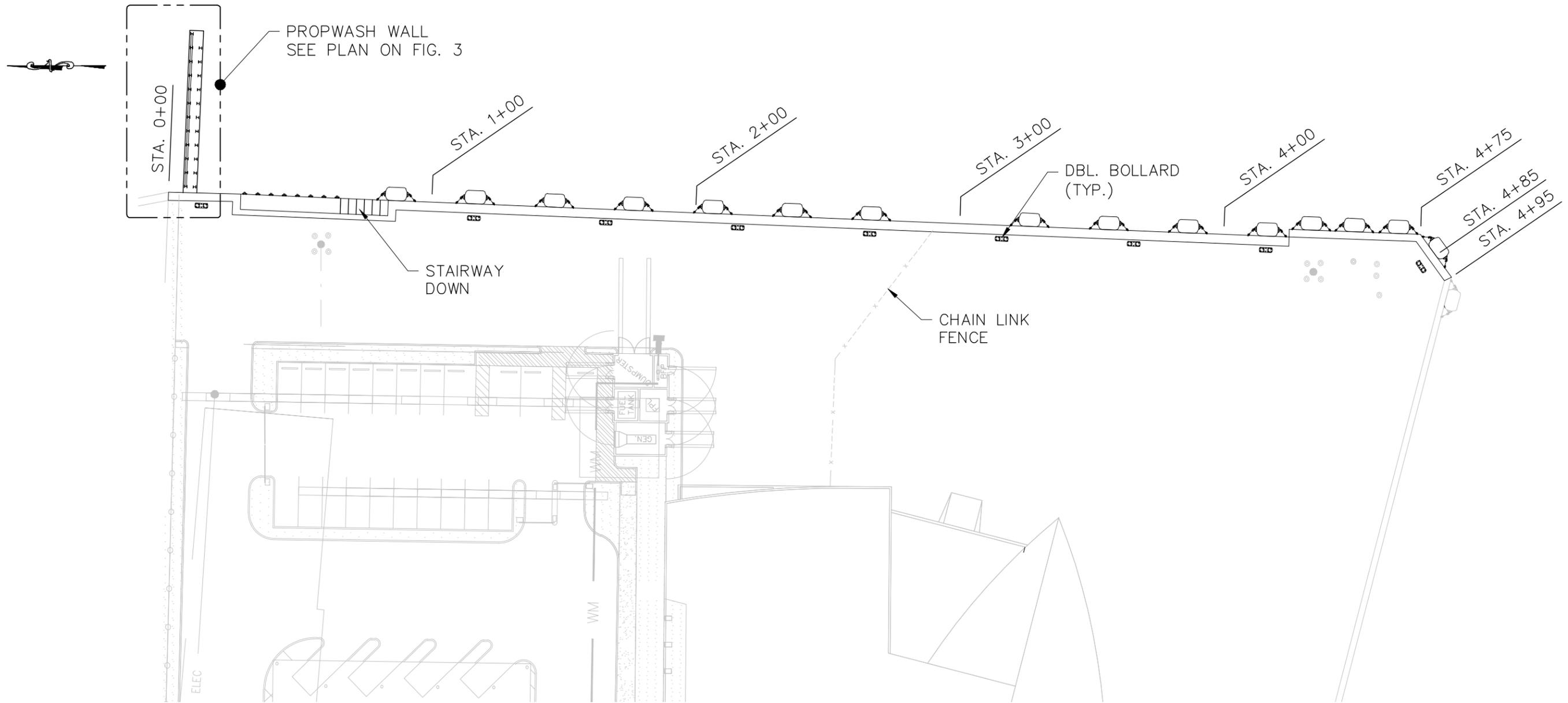
INDEX OF DRAWINGS

GENERAL

FIGURE 1	COVER SHEET AND INDEX OF DRAWINGS
FIGURE 2	BERTH 1 FACILITY PLAN
FIGURE 3	BERTH 1 INSPECTION PLAN
FIGURE 4	SECTIONS AND DETAILS

CH2MHILL	DESIGNED BY	STRUCTURAL CONDITIONS SURVEY PORT OF PALM BEACH DISTRICT RIVIERA BEACH, FLORIDA	SCALE	REVISION
	DRAWN BY J. PRUITT		DATE	
	CHECKED BY	COVER SHEET AND INDEX OF DRAWINGS	DRAWING NO.	
	PROJECT ENGR M. GRICE		FIG 1	

NOT FOR ISSUE



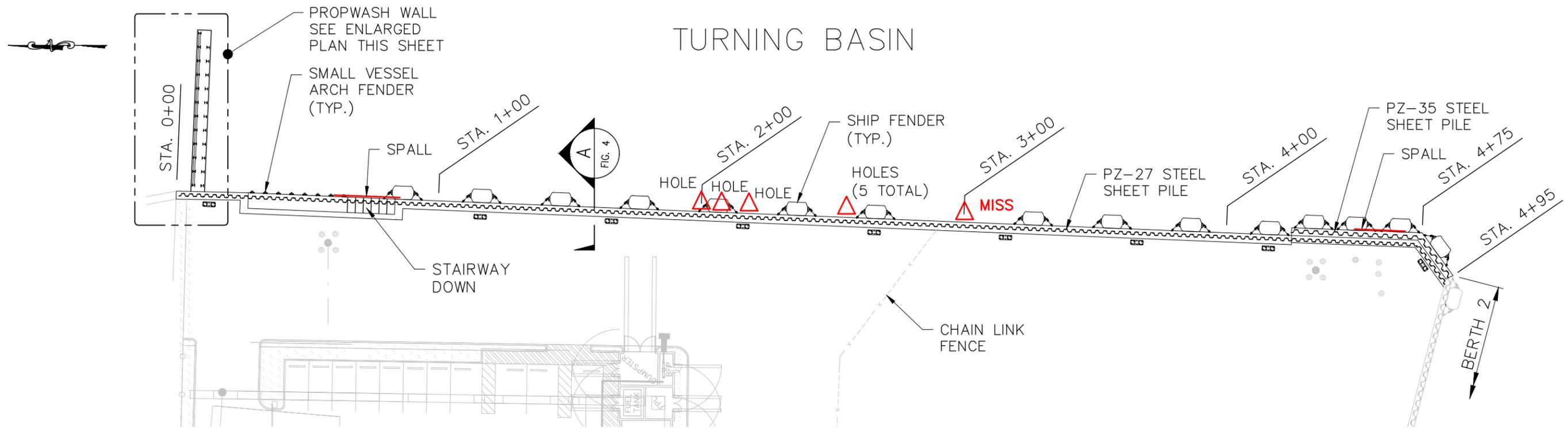
FACILITY PLAN
1"= 40'-0"

CH2MHILL

DESIGNED BY	STRUCTURAL CONDITIONS SURVEY PORT OF PALM BEACH DISTRICT RIVERA BEACH, FLORIDA	SCALE	REVISION
DRAWN BY J. PRUITT		DATE	
CHECKED BY		DRAWING NO.	
PROJECT ENGR M. GRICE	BERTH 1 FACILITY PLAN	FIG 2	

NOT FOR ISSUE

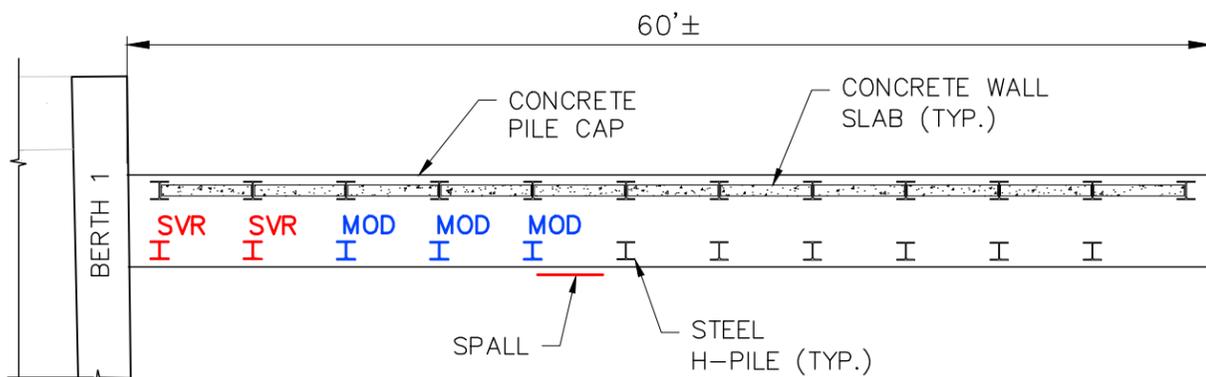
TURNING BASIN



INSPECTION PLAN
1"= 40'-0"

LEGEND

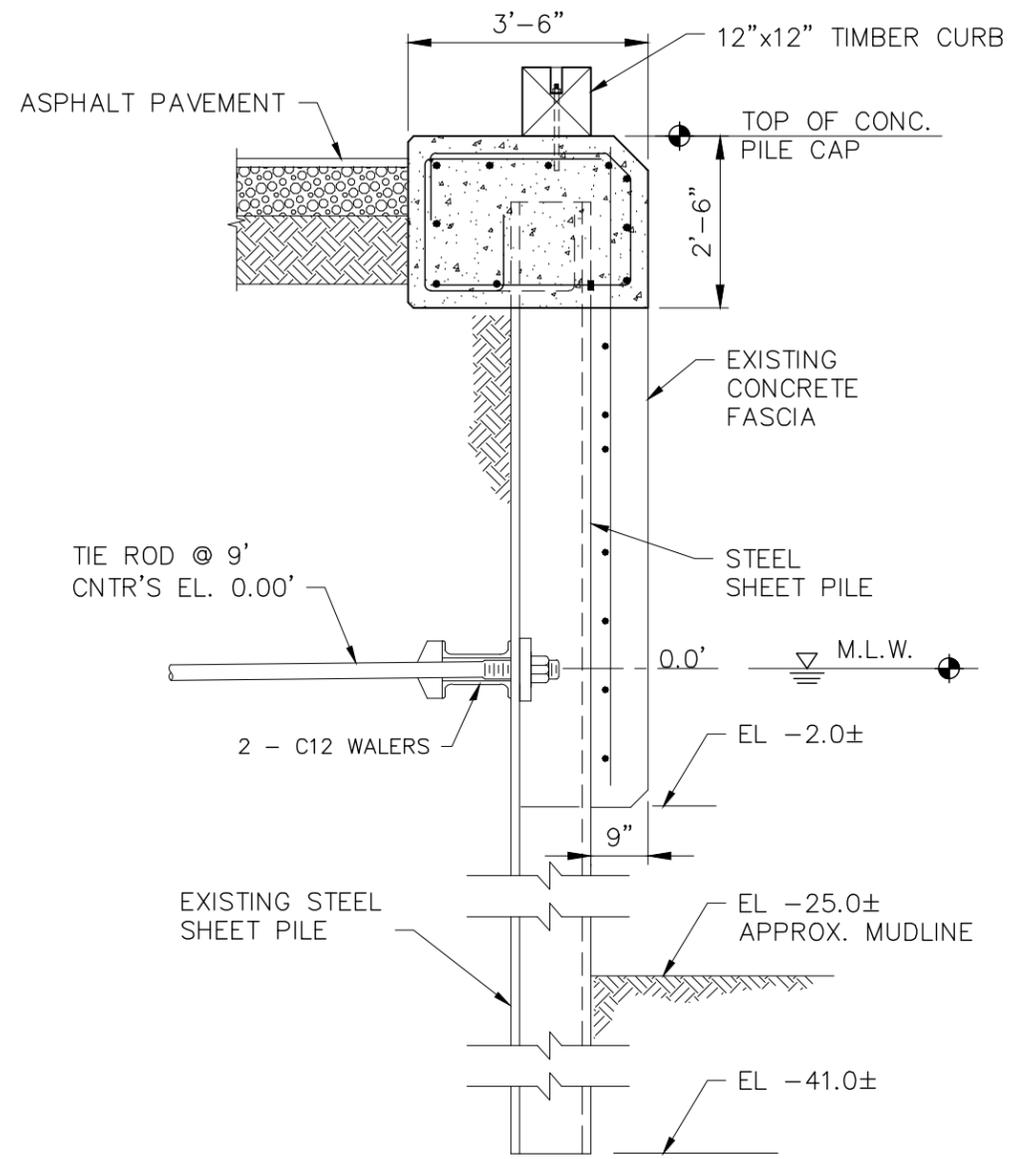
- HOLE(S) STEEL SHEET PILES WITH CORROSION HOLE(S).
- SPALL CONCRETE PILE CAP WITH LARGE SPALL AND EXPOSED STEEL REINFORCING.
- SVR STEEL H-PILE WITH SEVERE LOSS OF FLANGE WIDTH ALONG UPPER 6' OF PILE.
- MISS MISSING SHIP FENDER
- MOD STEEL H-PILE WITH MODERATE LOSS OF FLANGE WIDTH ALONG UPPER 6' OF PILE.



PLAN - PROPWASH WALL
1"= 10'-0"

CH2MHILL

DESIGNED BY	STRUCTURAL CONDITIONS SURVEY PORT OF PALM BEACH DISTRICT RIVERA BEACH, FLORIDA	SCALE	REVISION
DRAWN BY J. PRUITT		DATE	
CHECKED BY	BERTH 1 INSPECTION PLAN	DRAWING NO.	
PROJECT ENGR M. GRICE		FIG 3	



A **TYPICAL SECTION AT BERTH 1**
FIG 3 3/8" = 1'-0"

CH2MHILL	DESIGNED BY	STRUCTURAL CONDITIONS SURVEY PORT OF PALM BEACH DISTRICT RIVERA BEACH, FLORIDA	SCALE	REVISION
	DRAWN BY		DATE	
	CHECKED BY			
	PROJECT ENGR			
	M. GRICE	SECTIONS AND DETAILS		DRAWING NO. FIG 4

CHANGE ORDER



PURCHASE ORDER

1 East 11th Street
Riviera Beach, FL 33404
(561) 383-4100 Phone
(561) 842-4240 Fax

Vendor #: 6113
PO Number: 00-910437
Date: 5/25/2017
Page: 1

Order From: INSULATING COATINGS CORP
956 S US HWY 41
INVERNESS FL 34450

Deliver to: Port of Palm Beach District
Daniel Kirchman
1 East 11th Street, Suite 600
Riviera Beach FL 33404

L/N	Description	Extension
^1	MOC/CT ROOF REPLACEMENT AND WARRANTY USING ASTEC ROOFING SYSTEMS	\$242,553.09

Please Quote Purchase Order Number on all Correspondence

Subtotal	\$242,553.09
Freight	\$0.00
Tax	\$0.00

Signature Executive Director

Date Travis Carey
Purchasing Manager

Order Total \$242,553.09

Carol J. [Signature]
CFO / Deputy Director

06-07-732-00-1190-00
07-07-732-00-1190-00

PROJECT: **REPLACEMENT OF BUILDING #1 ROOF
WITH ASTEC RE=PLY ROOFING SYSTEM**

CONTRACTOR: **INSULATING COATINGS CORPORATION**

BOARD APPROVAL DATE: **5/18/2017**

ORIGINAL CONTRACT AMOUNT: \$ **184,272.00**

CHANGE ORDERS TO DATE: \$ **-**

CONTRACT TO DATE \$ **184,272.00**

CONTRACT STATUS: **ACTIVE**

BUDGET: \$ **184,272.00**

INVOICE DATE	DESCRIPTION	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS	EXPENDITURES	UNEXPENDED BALANCE
	Beginning Balance	\$184,272.00			\$ 184,272.00
7/20/2017	37023-A			(\$36,854.40)	147,417.60
9/26/2017	37023-B			(\$92,136.00)	55,281.60
1/2/2018	37023-C			(\$113,562.69)	(58,281.09)
	Totals	\$184,272.00	\$ -	\$ (242,553.09)	(\$58,281.09)

CHANGE ORDER
AIA DOCUMENT G701

OWNER X
ARCHITECT X
CONTRACTOR X
FIELD OTHER X

PROJECT: (name, address)	MOC/CT Roof Replacement & Warranty Using ASTEC 1 East 11th Street Riviera Beach, Fl. 33404	CHANGE ORDER No.:	1
TO CONTRACTOR: (name, address)	Insulatings Coatings Corp 956 S.US Hyw 41 Inverness, Fl. 34450	DATE:	6-Dec-17
CONTRACT FOR:	PO Number: 00-910437	PROJECT NO.:	
		CONTRACT DATE:	25-May-17

The Contract is changed as follows:

1. Provide & install 6 Aluminum Schedule 40 2" posts with mounted plates on Roof No. 3 & Roof No. 16	Labor \$ 600.00 Material \$ 1,123.26 Roofing \$ 1,800.00 \$ 3,523.26
2. Remove & Replace coping caps on Roof No. 3 damage as a result of Hurricane Irma,	Labor \$ 1,500.00 Material \$ 860.55 \$ 2,360.55
3. Tear-off entire roof & insulation & metal decking on Roof # 11. Hurricane Irma revealed more damage than originally shown in the moisture survey and upon tear-off the metal was found to be damage beyond repair.	Demo of Decking \$ 3,600.00 Welder \$ 6,050.00 Material \$ 656.45 \$ 10,306.45
4. After Hurricane Irma another moisture survey was performed, additional areas were found to be saturated that needed to be addressed.	Moisture Survey \$ 4,000.00 2575 @ \$7.00 SF \$ 18,025.00 Contract 2050 @ \$ 7.00 SF \$ 14,350.00 Difference \$ 7,675.00
5. After Hurricane Irma the ware of the existing roofing system was exposed, seams released, whole sections of TPO release from the substraight, airborne debris made holes in the roof all this needed to be addressed prior to commencing with the ASTEC RE-PLY SYSTEM	Labor: \$ 8,046.00 Material: \$ 5,570.20 \$ 13,616.20
6. Awning removal damaged by Irma.	Labor: \$ 960.00 Material: \$ 336.17 \$ 1,296.17
7. Reset the existing antennas's located on Roof No. 3 that blew off during Hurricane Irma.	Labor \$ 480.00 Misc Materials \$ 50.00 \$ 530.00
8. Change the color of the ASTEC 2000 Finish Coat from White to Grey as per the Onwer.	Tinting Upcharge \$ 1,034.56
9. The additional work mentioned above extended the project duration by 30 days	Supervision: \$ 4,800.00 Travel \$ 3,024.00 \$ 7,824.00
	SubTotal \$ 48,166.19 Contractor's O & P \$ 10,114.90 \$ 58,281.09

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum)(Guaranteed Maximum Price) was.....	\$184,272.00
Net change by previously authorized Change Orders.....	\$0.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was.....	\$184,272.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this Change Order in the amount of.....	\$58,281.09
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	\$242,553.09
The Contract Time will be (increased)(decreased)(unchanged) by	N/A
Date of substantial completion as of this Change Order is.....	N/A

The date of Substantial Completion as of the date of this Change Order therefore is NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Foster Construction Group, Inc.
APPLICATOR
4899 SW 8th Street # 200
Address
Miami, Fl. 33134
BY:
DATE:

Insulating Coatings Corp
CONTRACTOR
956 S.US Hyw 41
Address
Inverness, Fl. 34450
BY:
DATE:

Port of Palm Beach
OWNER
1 East 11th Street
Address
Riviera Beach, Fl. 33404
BY:
DATE:

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

**DISTRICT REPORTS
ITEM H-1**

PREPARED BY: Manuel Almira Executive Director January 10, 2017

SUBJECT: **Executive Director's Report**

BACKGROUND: An outline of the topics to be reported on at the November 16, 2017
Regular Board Meeting is attached for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
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
January 18, 2018**

Around the Port

- SE Hay Distributors – We have finalized space assignment for Southgate Warehouse and are working on the lease agreement.
 - Met with the Pilots to further discuss the Port's navigational restraints particularly as it relates to Tropical Shipping.
 - Grand Celebration returns to the Port of Palm Beach. Update will be presented at the meeting.
 - Meeting held at Florida Commerce Park, an Industrial Zone located in Indiantown, for a presentation and tour of the Commerce Park, and who is interested in FTZ designation.
-
- **Events**
 - AAPA Changing Trade Lane Market – Tampa, FL – January, 30-31, 2018
 - Florida Ports Council and FSTED Meetings – Tallahassee, FL – January 31-February 1, 2018
 - AAPA Public Relations Workshop – Mobile, AL – March 1-2, 2018
 - AAPA Smart Ports, Oakland, CA – March 6-7, 2018
 - AAPA Spring Conference, Washington, DC – March 20-21, 2018
 - Florida Ports Council Spring D.C. Fly-In, Washington, DC – March 27-29, 2018
 - NASCC: The Steel Conference – Baltimore, MD – April 11-13, 2018
 - Florida Ports Council Summer Board Meeting – Orlando, FL – May 23, 2018
 - Florida Ports Council Annual Board Meeting – St. Petersburg, FL – September 5-6, 2018

**Port of Palm Beach
Engineer's Report
Commission Meeting | January 18, 2018**

Berth 17 and Paving Project

Construction activity has progressed slowly since the December board meeting. The Contractor completed the scheduled activities related to the construction of the bulkhead with only the connection to existing structures on the north and south side pending. The installation of rebar, steel forms and casting of the walls that comprise the south bulkhead berth connection to the existing FPL bulkhead structure are completed. The connection to the existing structure on the north side, Slip 3, casting process has started but the steel forms gave out during the concrete pour and the casting was not completed. The contractor proceeded to remove all the poured concrete in order to perform the pouring again. The completion of this work is still pending. Also related to the north wall, the repairs of the north bulkhead concrete structure are still in process, with only the water side pending to be completed.

The pile driving activity for the dolphin structures is completed, with the piles for the west and middle dolphin structures testing reports approved by AECOM for construction of concrete cap to begin. The piles test results for the outer (east) dolphin structure were evaluated by AECOM, determining that the actual capacity of the four driven piles did not meet the required designed requirements. After further evaluation, AECOM determined that two additional piles needed to be driven on the east dolphin structure location, in order to meet the structure design capacity. The addition of two (2) piles, will increase the overall dimensions of the concrete structure, as well as reinforcing the steel quantities.

In order to install and test the additional two piles required for the east dolphin structure, the FDEP will have to provide a temporary permit to perform the pile driving activity during the Manatee Restriction Period which began on November 15 and concludes on March 31, 2018. The installation of two additional piles to the Dolphin Structure will signify a change in the construction scope of work, a Change Order to the Construction Contract, with increase of project cost and construction time to the already delayed project schedule.

Regarding the substantial completion date of December 5 for the delivery of the Berth as requested by the Port, it was not accomplished by the Contractor. LMH has submitted many project schedule update for the completion of the Berth 17, with the last one been submitted on December 27, 2017, with a substantial completion date of February 16, 2018. The provided substantial completion date, does not consider the completion date of the East Dolphin Structure, or any other work related to it. On this project update, the contractor indicated that the project will be substantially completed but the water side of the project will be still pending due to the construction of the East Dolphin Structure.

LMH's new substantial completion dates to deliver the Berth in order to accommodate a vessel as per updated schedule submitted on December 27:

- Upland Work – February 15, 2018.
- Bulkhead Structure – February 1, 2018.
- Dolphin Structures – February 16, 2018.

The proposed substantial completion date of February 15 for the upland work does not consider the completion of the east dolphin structure still under redesign by AECOM. The dolphin structure work will require a construction access pathway to provide equipment and material delivery to the water side working area. The access path will impede the completion of the upland final pavement surface until the dolphin structure is completed.

Based on the historical facts, the substantial completion date of the Berth by LMH has been and will continue to be unknown until it is finally accomplished. At this point, the Port should take in consideration all present and future damages, directly and indirectly caused by the project completion delay. The Port shall exercise the terms of the Contract, and execute the entitlement to retain Liquidate Damages in order to mitigate present and future Losses related to the project completion delay.

As of September pay application draft, LMH invoices indicate that approximately 78% (\$8,049,608.94 to date / \$2,368,958.06 balance of approved modified Contract amount) of the work is complete to date. The contractor has not submitted the final September pay application yet.

MOB Demolition and Cargo Area Improvement Project

CH2MHILL completed the process of the preparation of the first package delivery with the 35% completed design set. The design 35% package includes the assessment of the available plans and information related to existing structures and utilities located inside the area impacted by the demolition and improvement construction activities.

All the assessment and coordination efforts in process are part of the scheduled design period included in the Staff's project timeline. With the design process entering the last month of the design period.

Tropical Shipping design team has provided CH2MHILL with the layout for the final location of the Reefers Containers and Proposed Strad Reefers Stacks. The 65% completed design package is expected to be completed by end of January 2018 and 100% completed package by the beginning of February 2018.

Berth 1 Underwater Re-inspection and Updates Condition Report

During the October Meeting, the Board approved a Work Order to CH2MHILL for the Underwater Re-inspection and Updates Condition Report of Berth 1. The inspection was performed on the days of 14 and 15 of November. The Final Underwater Evaluation Report was provided to the POPB on December 21, 2017.

Port Staff will request the Board of Commissioners to approve to advertise for Request for Proposals for the repairs of the Berth 1 bulkhead as recommended by CH2M report.

Main Rail Spur Improvement Phase 1

At the October 2017 meeting, the Board of Commissioners approved the Port's Executive Director to execute the Contract Award for the On-Port Rail Facility Expansion Project Phase One construction project to González and Sons Equipment, Inc., lowest responsive and responsible bidder, in the amount of \$971,154.96.

PROJECT: MAIN RAIL IMPROVEMENTS PROJECT - PHASE 1

CONTRACTOR: GONZALEZ & SONS EQUIPMENT, INC.

CONTRACT AMOUNT: **\$957,154.96**

CONTRACT EXECUTED: DECEMBER 15, 2017.

NOTICE TO PROCEED DATE: JANUARY 2, 2018.

CONSTRUCTION TIME: 220 DAYS

CONSTRUCTION COMPLETION DATE: AUGUST 24, 2018.

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

**DISTRICT REPORTS
ITEM H-3**

PREPARED BY: Venice Howard Deputy Clerk January 16, 2018

SUBJECT: **GOVERNMENTAL AFFAIRS REPORT**

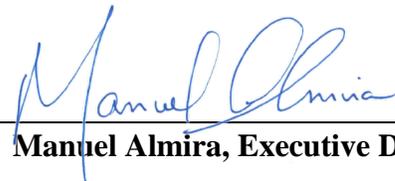
BACKGROUND: For your review and discussion, attached is a copy of the Governmental Affairs Report provided by Mr. Richard Pinsky.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

Disapproved: _____

Deferred To: _____

Incorporated into Minutes: _____

Motion By: _____

Seconded By: _____

Unanimous: Yes _____ No _____

By: _____

Port of Palm Beach Governmental Affairs Report

January 18, 2018

Anchoring and Mooring Restrictions

The House Select Committee on Hurricane Preparedness has included the Port of Palm Beach recommendation restricting how close a vessel that is anchored or moored can be to the entrance of a Port. While the committee itself is not going to be proposing legislation, other bills moving through the process, or other committees in the House are expected to take up many of the recommendations that that have come from the Select Committee.

Palm Beach County Day

Port Commissioner Katherine Waldron attended Palm Beach County Day in Tallahassee, which took place during Week 1 of Session. In addition to the meetings and activities arranged by the County for all participants, we also contacted FDOT at her request to meet the appropriate trade and logistics contacts at the Central Office.

Hurricane Mathew FEMA Claim

At the request of Ken Hearn, we have contacted Florida Emergency Management on behalf of the Port of Palm Beach, to track and secure the claim filed with FEMA for reimbursement of the funds spent by the Port mitigating the damage caused by Hurricane Mathew.

Bills That Are Moving

SB 192 Public Meetings

Specifying conditions under which members of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision may participate in fact-finding exercises or excursions, etc.

On 2nd Reading Calendar

CS/HB 815 and SB 1180 Municipal Employees

Contains public disclosure and ethics requirements, but also contains strict limits on the travel of county and municipal public officers and employees. The bill was heard in the House Local, Federal and Veterans Affairs Subcommittee on Wednesday, January 10th. Representative La Rosa (presenting on behalf of Representative Avila who is out of country on military duty) filed a strike all amendment to the bill that removed some of the onerous limits in the bill (the amendment removed the \$120 lodging limitation). However, the bill still contains constraints on "travel outside of the state"-- all travel outside the state must be approved by the governing body at a publicly noticed meeting.

HB 7003 Local Government Ethics Reform

Provides that contractual relationships held by business entities are deemed held by public officers or employees in certain situations; provides ethics training requirements; prohibits certain governing board members from voting in official capacity on specified matters; requires

certain members of municipality governing body to file disclosure; provides for future repeal of provisions relating to local government authority to enact rule or ordinance requiring lobbyists to register with local government; provides for future repeal of provisions relating to registration & reporting for lobbying water management districts; requires Commission on Ethics to create Local Government Lobbyist Registration System; requires lobbyists to register with commission before lobbying specified governmental entities; provides responsibilities of Governor; provides civil penalties.

HB 7003 passed the full House and is now headed to the Senate.

Legislation Affecting Port of Palm Beach

Number	Title	Sponsor	Last Action	Date Foldered
HB 0079	Public Meetings	Roth	08/30/17	08/30/17 03:44PM
(S: 192)	Public Meetings: Specifies conditions under which members of board or commission of state agency or authority or of agency or authority of county, municipal corporation, or political subdivision may participate in fact-finding exercises or excursions. Effective Date: upon becoming a law			
	08/22/17 HOUSE Filed			
	08/30/17 HOUSE Referred to Oversight, Transparency & Administration Subcommittee; Local, Federal & Veterans Affairs Subcommittee; Government Accountability Committee			
	08/30/17 HOUSE Now in Oversight, Transparency & Administration Subcommittee			
SB 0192	Public Meetings	Baxley	01/11/18	08/22/17 11:40AM
(S: 79)	Public Meetings; Specifying conditions under which members of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision may participate in fact-finding exercises or excursions, etc. Effective Date: Upon becoming a law			
	08/22/17 SENATE Filed			
	08/28/17 SENATE Referred to Ethics and Elections; Community Affairs; Rules			
	10/02/17 SENATE On Committee agenda - Ethics and Elections, 10/10/17, 2:00 p.m., 412 K			
	10/10/17 SENATE Favorable by Ethics and Elections; 8 Yeas, 0 Nays			
	10/11/17 SENATE Now in Community Affairs			
	10/16/17 SENATE On Committee agenda - Community Affairs, 10/24/17, 9:00 am, 301 S			
	10/24/17 SENATE Favorable by Community Affairs; 7 Yeas, 0 Nays			
	10/24/17 SENATE Now in Rules			
	01/08/18 SENATE On Committee agenda - Rules, 01/11/18, 9:00 am, 110 S			
	01/11/18 SENATE Favorable by Rules; 11 Yeas, 0 Nays			

01/11/18 SENATE Placed on Calendar, on 2nd reading

SB 0388	Anchoring Limitation Areas	Farmer	10/25/17	10/16/17 01:56PM
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(S: [1001](#))

Anchoring Limitation Areas; Revising the anchoring limitation areas within the state to include additional specified areas, etc. Effective Date: 7/1/2018

10/03/17 SENATE Filed

10/25/17 SENATE Referred to Environmental Preservation and Conservation; Community Affairs; Rules

HB 0815	County and Municipal Public Officers and Employees	Avila	01/11/18	11/28/17 10:23AM
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(S: [1180](#))

County and Municipal Public Officers and Employees: Requires candidate for elective municipal office to file full & public disclosure of financial interests upon qualifying for office; requires elected county or municipal public officers who are candidates for elective office to make certain campaign finance reports available on certain websites; requires that requests to travel out of state by county or municipal public officers be approved by governing board of county or municipality; limits travel expenses of such public officers or employees; prohibits advancement or reimbursement for certain travel expenses of such public officers or employees; requires county or municipal public officers to report certain travel expenses; requires elected municipal officers to file full & public disclosure of financial interests. Effective Date: July 1, 2018

11/28/17 HOUSE Filed

12/08/17 HOUSE Referred to Local, Federal & Veterans Affairs Subcommittee; Public Integrity & Ethics Committee; Government Accountability Committee

12/08/17 HOUSE Now in Local, Federal & Veterans Affairs Subcommittee

01/08/18 HOUSE On Committee agenda - Local, Federal & Veterans Affairs Subcommittee, 01/10/18, 3:30 pm, 12 H

01/10/18 HOUSE Favorable with CS by Local, Federal & Veterans Affairs Subcommittee; 12 Yeas, 2 Nays

01/11/18 HOUSE Committee Substitute Text (C1) Filed

HB 1001	City of Hollywood, Broward County	Geller	12/20/17	01/13/18 11:46AM
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(S: [388](#))

City of Hollywood, Broward County: Provides exception to general law; provides specified areas are narrow state waterways & anchoring limitation areas. Effective Date: July 1, 2018

12/14/17 HOUSE Filed

12/20/17 HOUSE Referred to Local, Federal & Veterans Affairs Subcommittee; Natural Resources & Public Lands Subcommittee; Government Accountability Committee

12/20/17 HOUSE Now in Local, Federal & Veterans Affairs Subcommittee

SB 1180	County and Municipal Public Officers and Employees	Steube	12/18/17	12/12/17 12:34PM
(S: 815)	<p>County and Municipal Public Officers and Employees; Requiring a candidate for an elective municipal office to file a full and public disclosure of financial interests upon qualifying for office; requiring elected county or municipal public officers who are candidates for elective office to make certain campaign finance reports available for posting on their county or municipal websites; requiring elected municipal officers to file a full and public disclosure of financial interests, rather than a statement of financial interests, etc. Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2018</p> <p>12/07/17 SENATE Filed</p> <p>12/18/17 SENATE Referred to Ethics and Elections; Community Affairs; Rules</p>			
SB 1188	The Strategic Intermodal System	Rouson	12/18/17	01/08/18 09:32AM
(I: 1277)	<p>Strategic Intermodal System; Specifying that the Strategic Intermodal System and the Emerging Strategic Intermodal System include existing or planned corridors that are managed lanes of transit, etc. Effective Date: 7/1/2018</p> <p>12/07/17 SENATE Filed</p> <p>12/18/17 SENATE Referred to Transportation; Community Affairs; Rules</p>			
HB 1277	Strategic Intermodal System	Willhite	01/12/18	01/08/18 09:32AM
(I: 1188)	<p>Strategic Intermodal System: Specifies that Strategic Intermodal System & Emerging Strategic Intermodal System include existing or planned corridors that are managed lanes of transit. Effective Date: July 1, 2018</p> <p>01/07/18 HOUSE Filed</p> <p>01/12/18 HOUSE Referred to Transportation & Infrastructure Subcommittee; Transportation & Tourism Appropriations Subcommittee; Government Accountability Committee</p> <p>01/12/18 HOUSE Now in Transportation & Infrastructure Subcommittee</p>			
SB 1402	State Assumption of Federal Section 404 Dredge and Fill Permitting Authority	Simmons	01/12/18	12/29/17 09:54AM
	<p>State Assumption of Federal Section 404 Dredge and Fill Permitting Authority; Defining the term "state assumed waters"; providing the Department of Environmental Protection with the power and authority to adopt rules to assume and implement the section 404 dredge and fill permitting program pursuant to the federal Clean Water Act; requiring the department to adopt rules to create an expedited permit review process, etc. Effective Date: Upon becoming a law</p> <p>12/28/17 SENATE Filed</p>			

01/12/18 SENATE Referred to Environmental Preservation and Conservation; Appropriations Subcommittee on the Environment and Natural Resources; Appropriations

SB 1480	Centralized Database for Public Charters and Amendments	Brandes	01/12/18	01/04/18 12:28PM
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Centralized Database for Public Charters and Amendments; Requiring the Department of State to create and maintain a centralized public database of county, municipal, and special district charters and amendments; requiring all counties, municipalities, and special districts to file, by specified dates, electronic copies of their charters and amendments with the department, etc. Effective Date: 7/1/2018

01/03/18 SENATE Filed

01/12/18 SENATE Referred to Community Affairs; Appropriations Subcommittee on Transportation, Tourism, and Economic Development; Appropriations

HB 2781	Port Manatee Stormwater Requirements Study	Gruters	11/27/17	11/27/17 10:28AM
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Port Manatee Stormwater Requirements Study: Provides an appropriation for the Port Manatee Stormwater Requirements Study. APPROPRIATION: \$200,000.00 Effective Date: July 1, 2018

11/16/17 HOUSE Filed

11/27/17 HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee

11/27/17 HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

HB 3457	Broward College - Seaport Training Grant	Williams	11/29/17	11/28/17 10:24AM
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Broward College - Seaport Training Grant: Provides an appropriation for the Broward College - Seaport Training Grant. APPROPRIATION: \$1,000,000.00 Effective Date: July 1, 2018

11/28/17 HOUSE Filed

11/29/17 HOUSE Referred to Higher Education Appropriations Subcommittee; Appropriations Committee

11/29/17 HOUSE Now in Higher Education Appropriations Subcommittee

HB 4015	Port of Fernandina - Multipurpose Dock Crane and Warehouse	Byrd	01/11/18	12/06/17 01:29PM
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Port of Fernandina - Multipurpose Dock Crane and Warehouse: Provides an appropriation

for the Port of Fernandina - Multipurpose Dock Crane and Warehouse. APPROPRIATION: \$5,000,000.00 Effective Date: July 1, 2018

- 12/05/17 HOUSE Filed
- 12/11/17 HOUSE Referred to Transportation & Tourism Appropriations Subcommittee; Appropriations Committee
- 12/11/17 HOUSE Now in Transportation & Tourism Appropriations Subcommittee
- 01/08/18 HOUSE On Committee agenda - Transportation & Tourism Appropriations Subcommittee, 01/10/18, 3:30 pm, 102 H
- 01/10/18 HOUSE Favorable by Transportation & Tourism Appropriations Subcommittee; 11 Yeas, 0 Nays
- 01/11/18 HOUSE Now in Appropriations Committee

HB 4409	St. Augustine Port, Waterway, and Beach District Summer Haven River Restoration Project	Renner	12/22/17	12/18/17 02:29PM
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St. Augustine Port, Waterway, and Beach District Summer Haven River Restoration Project: Provides an appropriation for the St. Augustine Port, Waterway, and Beach District Summer Haven River Restoration Project. Effective Date: July 1, 2018

- 12/18/17 HOUSE Filed
- 12/22/17 HOUSE Referred to Agriculture & Natural Resources Appropriations Subcommittee; Appropriations Committee
- 12/22/17 HOUSE Now in Agriculture & Natural Resources Appropriations Subcommittee

HB 7003	Local Government Ethics Reform	Public Integrity & Ethics Committee	01/12/18	11/15/17 01:52PM
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(C: [1279 15341804](#))
(L: [7005](#))

Local Government Ethics Reform: Provides that contractual relationships held by business entities are deemed held by public officers or employees in certain situations; provides ethics training requirements; prohibits certain governing board members from voting in official capacity on specified matters; requires certain members of municipality governing body to file disclosure; provides for future repeal of provisions relating to local government authority to enact rule or ordinance requiring lobbyists to register with local government; provides for future repeal of provisions relating to registration & reporting for lobbying water management districts; requires Commission on Ethics to create Local Government Lobbyist Registration System; requires lobbyists to register with commission before lobbying specified governmental entities; provides responsibilities of Governor; provides civil penalties. Effective Date: July 1, 2018

- 11/09/17 HOUSE Filed (Formerly PCB PIE2)
- 11/13/17 HOUSE Placed on Calendar, on 2nd reading
- 01/08/18 HOUSE Placed on Special Order Calendar, 01/11/18

01/11/18 HOUSE Read Second Time; Placed on Third Reading, 01/12/18

01/12/18 HOUSE Read Third Time; Passed (Vote: 100 Yeas / 2 Nays)

NRPL2	State assumption of federal section 404 dredge and fill permitting authority	Natural Resources & Public Lands Subcommittee	01/12/18	01/13/18 10:00AM
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PCB NRPL 18-02 -- State assumption of federal section 404 dredge and fill permitting authority. This act shall take effect upon becoming a law

01/12/18 HOUSE Filed

01/12/18 HOUSE On Committee agenda - Natural Resources & Public Lands Subcommittee, 01/17/18, 12:30 pm, 12 H

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

**OLD BUSINESS
ITEM I-1**

PREPARED BY: Manuel Almira Executive Director January 10, 2018

SUBJECT: Peanut Island Update

BACKGROUND:

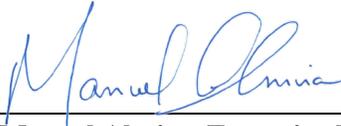
Eric Call, Director of the County's Parks and Recreation, and the Chief Estimator from Weitz Construction visited the US Coast Guard House on Peanut Island for a site inspection on Tuesday, January 9, 2018. Ken Hern and several department staff joined them for the inspection. An oral report will be given during the meeting.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:

Approved: _____
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 AGENDA
ITEM I-2**

PREPARED BY: José Soler, PE Port Engineer January 11, 2017

SUBJECT: Berth 17 and Paving Project
 Consideration of AECOM Work Order Amendment #4

BACKGROUND:

The project's original substantial construction completion date was July 2017. In June 2017, the Berth 17 contractor, LM Heavy Civil Construction, Inc. (LMH) submitted a revised schedule project update with a projected new completion date of December 2017, which indicated a delay of 117 days. Amendment 2 for AECOM was approved in June to provide Construction Engineering Services through the month of December 2017.

The contractor did not meet the agreed substantial completion date of December 5, 2017; as a result, AECOM will exceed the budget estimated in Amendment 2. An Amendment #3 for the additional Construction Engineering Services through the estimated completion date of February 2018 with a total amount of \$58,475, was presented and approved by the Board during the December 28 meeting.

After the approval of the Amendment by the Board, AECOM indicated that they discovered a large error in the budget spreadsheet for the proposed Amendment. AECOM submitted a revised proposal for the total amount of \$75,290 as Amendment #4 with the additional funds requested to provide services until February 16, 2018.

The Revised Total Amount for the Construction Engineering Services for the project is \$1,218,781.13.

An oral presentation by an AECOM representative will be provided during the January 18, 2018 meeting.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT:

The Work Order Amendment for AECOM will be funded from the FY2016/2017 Capital Budget (50%) and FDOT JPA grant funds (50%). The Total Change Order funding (FDOT JPA grant funds and POPB matching funds) is \$75,290.

RECOMMENDATION: The Board is respectfully requested to approve the Amendment 4 to Work Order 2015-001 with AECOM in the increased amount of \$75,290.

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: _____



AECOM
2090 Palm Beach Lakes
Boulevard
Suite 600
West Palm Beach, FL 33409
www.aecom.com

561 684 3375 tel
561 689 8531 fax

January 10, 2018

Jose Soler
Port of Palm Beach
One East 11th Street, Suite 600
Riviera Beach, FL 33404

Subject: Proposed Amendment No. 4 to AECOM Work Order 2015-001
Berth 17 and Paving Project Construction Inspection Services

Dear Mr. Soler:

AECOM is submitting the enclosed Amendment 4 to Work Order No. 2015-001 for the continuation of Construction Inspection Services. The Berth 17 construction contractor, LM Heavy Civil Construction, Inc. (LMH) did not meet the agreed to completion date of December 5, 2017. Amendment 2, approved in June 2017, covered AECOM Construction Inspection Services through the substantial completion date of November 3, 2017. Since LMH has not completed construction, AECOM's contractual services have been extended beyond the approved amendment and associated budget. Amendment 4 includes extended Construction Inspection Services from November 6, 2017 through February 16, 2018 in the amount of \$75,290. Please note that the end date of February 16, 2018 is an estimate based on LMH's most current schedule. Additionally, as clarification, the funds requested in this Amendment are not included under the approved amount in Amendment 3 for Engineering Services.

Should LMH's completion of the project be delayed further, an additional amendment will be necessary.

Sincerely,

Karen D. Brandon, PE

KDB/dw

Encl.

cc: Diana Lopez

**PORT OF PALM BEACH DISTRICT
CONSULTANT WORK ORDER
PREPARED BY AECOM**

AMENDMENT 4 TO WORK ORDER NO: 2015-001

JOB NAME: Berth 17 and Paving Project – Bidding and Construction Engineering Services

This AMENDMENT 4 TO WORK Order 2015-001 Is Issued By THE PORT OF PALM BEACH (CLIENT) Pursuant To The AGREEMENT UNDER CCNA FOR WORK OF A SPECIFIED NATURE RELATING TO RECONSTRUCTION OF SLIP 3 PORT OF PALM BEACH DISTRICT Between AECOM (CONSULTANT) And The Port Of Palm Beach (CLIENT), DATED February 17, 2011, Which Is Incorporated Herein By This Reference For The Below SERVICES:

BACKGROUND

The Port of Palm Beach has requested additional Construction Inspection Services for the Berth 17 and Paving Project which will address the current and future goals of the Port. The Port is looking to achieve an increased utilization of their waterfront areas, to accommodate additional vessels and implement improvements to the upland waterfront operations along the south berth.

(a) SCOPE OF WORK

CONSULTANT will perform, however is not limited to, the following services,:

1. Additional Construction Inspection Services:

See Appendix A: Scope of Services

(b) TIME OF COMPLETION

All Times of Completion are subject to exceptions for delays which are beyond the control of CONSULTANT.

The CONSULTANT will continue the construction inspection services for an additional 14.5 weeks, through February 16, 2018.

(c) ASSUMPTIONS

1. This Amendment will only authorize Construction Inspection Services to continue for an additional 14.5 weeks through February 16, 2018.

(d) COMPENSATION – See Addendum.

Compensation Budget for CONSULTANT is not to exceed \$75,290.

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:

For the CLIENT:	For the CONSULTANT:
Name: Jose Soler, Port Engineer	Name: Karen D. Brandon, P.E., Sr. Project Manager
Address: Port of Palm Beach District, One East 11 th Street, Suite 600, Riviera Beach, Florida 33404	Address: AECOM TECHNICAL SERVICES, INC. , 2090 Palm Beach Lakes Blvd., Suite 600, West Palm Beach, FL 33409
Telephone: (561) 383-4133 / Mobile: (561) 253-4813	Telephone: (561) 684-3375 / Mobile: (561) 719-4308

This Amendment 4 to Work Order No. 2015-001 is effective this ___ of _____ 2018.

Accepted for CONSULTANT by:	Accepted for CLIENT by:
Name: Carlos Garcia	Name: Blair J. Ciklin
Title: Vice President	Title: Chairman

**Appendix A
Amendment 4**

**Scope of Services
for
Port of Palm Beach District
Berth 17 and Paving Project**

AECOM is pleased to provide this Amendment to Work Order No. 2015-001 for Construction Inspection Services for an additional 14.5 week duration, through February 16, 2018, for the Berth 17 and Paving project at the Port of Palm Beach.

We understand that the overall project generally consists of the following elements of work, however it is not limited to:

- Waterfront improvements to enhance:
 - Demolition, removal and disposal of existing bulkhead, seawall, fenders, bollards, pavement and drainage structures;
 - Excavation of new slip and dredging at entrance to slip; and
 - Installation of new sheet pile and scant pile bulkheads and concrete caps, new mooring dolphins and catwalks; fenders; bollards; navigation lighting.

- Landside improvements on the west and south, to include the following elements:
 - New paved access, grading and striping;
 - New concrete aprons;
 - Modifications to the water supply, sanitary sewer and drainage;
 - New lighting, shore power and electrical modifications.

AECOM will have continued overall project management and resident engineering responsibilities for monitoring and inspecting all construction activities related to the project, including all installations, and all landside improvements related to the Berth 17 and Paving Project. AECOM's role is to serve as the resident engineer, providing supervisory and construction inspection services during the project in order to ensure that the construction is completed while satisfying all requirements of the plans, specifications, permits, codes, applicable agencies and Port of Palm Beach District. AECOM will provide resident engineer services over the anticipated additional contract term of approximately 8 months, on site as required, in support of the full spectrum of categories of responsibility as stipulated in the work order.

AECOM's project team will be inclusive of experienced personnel who have been working with the Port of Palm Beach over the last 6 years. Florida-licensed professional engineer Karen Brandon, P.E., will remain as lead in the project manager role, continuing as point of contact with the Port Engineer Jose Soler. In addition, all the AECOM leads currently working on the project will remain for this phase, including John Carel, P.E., as senior structural engineer, as well as Diana Lopez, as AECOM senior executive. AECOM team partner PSA Constructors Inc. will continue to have an engineering inspection role in support of our team. In addition, other AECOM Team partners will continue to serve as inspectors in their respective fields, including civil engineering and electrical engineering subconsultants Engenuity Group, Inc. and Smith Engineering Consultants, Inc.

As a value-added element, AECOM plans to consistently check in with the Port Engineer and provide suggested staffing and/or subconsulting services before bringing additional resources on board. The AECOM project manager will have the ability to request resources on an as-needed basis.

Specific inspection related services to be performed under Amendment 4 to Work Authorization No. 2015-001 include:

- Construction activity oversight and inspection, including:

- Daily site progress record reporting, with a focus upon photo documentation; Daily inspections through February 16, 2018.
- Establishment and maintenance of retrievable library of project file records;
- Logging, tracking and seeking of timely answers related to project submittals and requests for information;
- Contractor payment verification and change order tracking and verification, including claims prevention and mitigation;
- Weekly construction progress meetings;

Addendum

This Work Order is without prejudice to the District's rights under the CCNA Agreement dated February 17, 2011 between AECOM and the District, and without waiver of any claims under that Agreement by District against AECOM. All work described in this Work Order shall be fully completed regardless of the actual number of hours required for same and the \$75,290 "not to exceed amount" is the maximum that AECOM can charge regardless of the actual number of hours expended, or the hourly rates that would apply to those hours.

		Firm	AECOM STAFF										
		Name	Lopez	Carel	Brandon	Liu	Perricelli	Rive	Boivin	Williams	Expenses		
		Summary	Mgmt	EOR	Mgmt			CEI	Cadd	Office			
		Title	Officer-in-Charge	Structural/Marine	Project Manager	Geotech	Scheduler	Inspector	Cadd	Admin			
ID	Continued Construction Services through 11/5/17 - 2/23/18	Duration Schedule (Work Weeks)	Allotted Working Hours Per Employee Per Activity Loaded Below									Total AECOM Staff (Work Hours)	Total AECOM Staff (Fee Per Activity)
1	Project Management	0										0	\$0
2	Marine Structural and Concrete, Geotechnical Engr.	0										0	\$0
3	Construction Inspection	14.5						580				580	\$75,290
4	Project Closeout Activities	0										0	\$0
	Total Hours		0	0	0	0	0	580	0	0		580	
	Total Cost for AECOM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,289.80	\$0.00	\$0.00			\$75,290
5	Construction Inspection Sub PSA	\$0.00											\$0
5	Engenuity Group	\$0.00											\$0
7	Smith Engineering	\$0.00											\$0
	Total Cost for Subs	\$0.00											\$0
	Total Cost	\$0.00											\$75,290

Assumptions:

AECOM - Nov 6, 2017- Feb 16, 2018

Nov	3.5 weeks
Dec	4 weeks
Jan	5 weeks
Feb	2 weeks
Total	14.5 weeks

PORT OF PALM BEACH
 BERTH 17 & PAVING PROJECT

TOTAL ENGINEERING SERVICES COST- AECOM

WORK ORDER NUM.	DESCRIPTION	ORIGINAL CONTRACT AMOUNT	AMENDMENTS	TOTAL WORK ORDERS AMOUNT (CUMMULATIVE)	BREAKDOWN	
WO 2014-001	BERTH 17 CONCEPTUAL DESIGN	\$ 97,761.00		\$ 97,761.00		
WO 2014-002	BERTH 17 DESIGN / PERMITING	\$ 299,628.00		\$ 397,389.00		
WO 2015-001	BERTH 17 BIDDING AND CONSTRUCTION ADMINISTRATION PHASE (BASE ON 12 MONTH CONSTRUCTION TIME FRAME)	\$ 499,653.38		\$ 897,042.38		
WO 2015-001	AMENDMENT #1- DOLPHIN STRUCTRES REDESIGN		\$ 22,558.00	\$ 919,600.38		
WO 2015-001	AMENDMENT #2- EXTEND ENG. CONSTRUCTION SERVICES FROM JULY 2017 THROUGH DECEMBER 2017.		\$ 165,415.75	\$ 1,085,016.13	AECOM	\$ 49,490.79
					ENGENUITY GROUP	\$ 5,000.00
					SMITH ENGINEERING	\$ 5,000.00
					PSA CONTRACTORS	\$ 105,924.96
WO 2015-001	AMENDMENT #3- EXTEND ENG. CONSTRUCTION SERVICES FROM DECEMBER 2017 THROUGH FEBRUARY 2018.		\$ 58,475.00	\$ 1,143,491.13	AECOM	\$ 53,475.00
					ENGENUITY GROUP	\$ 2,500.00
					SMITH ENGINEERING	\$ 2,500.00
WO 2015-001	AMENDMENT #4- REVISION TO EXTEND ENG. CONSTRUCTION SERVICES FROM DECEMBER 2017 THROUGH FEBRUARY 2018.		\$ 75,290.00	\$ 1,218,781.13	AECOM	\$ 75,290.00
		\$ 897,042.38	\$ 321,738.75	\$ 1,218,781.13		
				PERCENT OF INCREASE	35.87%	

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

**NEW BUSINESS
ITEM J-1**

PREPARED BY: Paul J. Zielinski Deputy Director-CFO January 5, 2018

SUBJECT: Teeters Agreements
Amended and Restated Terminal Agreement
Amended and Restated Line Agreement

BACKGROUND: On June 30, 2016, the initial term for both the Teeters Terminal User Agreement and the Monarch Line Agreement expired. Since that time, both agreements have been extended on a month to month basis. During this time, the contractual terms of both agreements were adhered to as if in force, including the annual increases to rental rates, wharfage rates and dockage rates. Accordingly, the latest increase incurred on July 1, 2017 and raised all rates by 3%.

The attached Terminal User Agreement and Line Agreement establish 5-year contracts for both agreements, reset all rates to commence on the Effective Date, delineate annual increases in rates, reconfirm minimums needed to secure discounts from Tariff Rates, adjust minimum insurance requirements, and more clearly address berthing obligations on both parties.

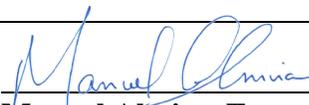
Most importantly, it allows for the continued relationship between the Port and a valued tenant for years to come.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: Net Revenue exceeding an average of \$700,000 for each year of the five years covered by the agreements

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach District is respectfully requested to approved the 2018 Teeters Amended and Restated Terminal User Agreement and the 2018 Amended and Restated Monarch Line Agreement and to authorize the Executive Director to execute both Agreements.

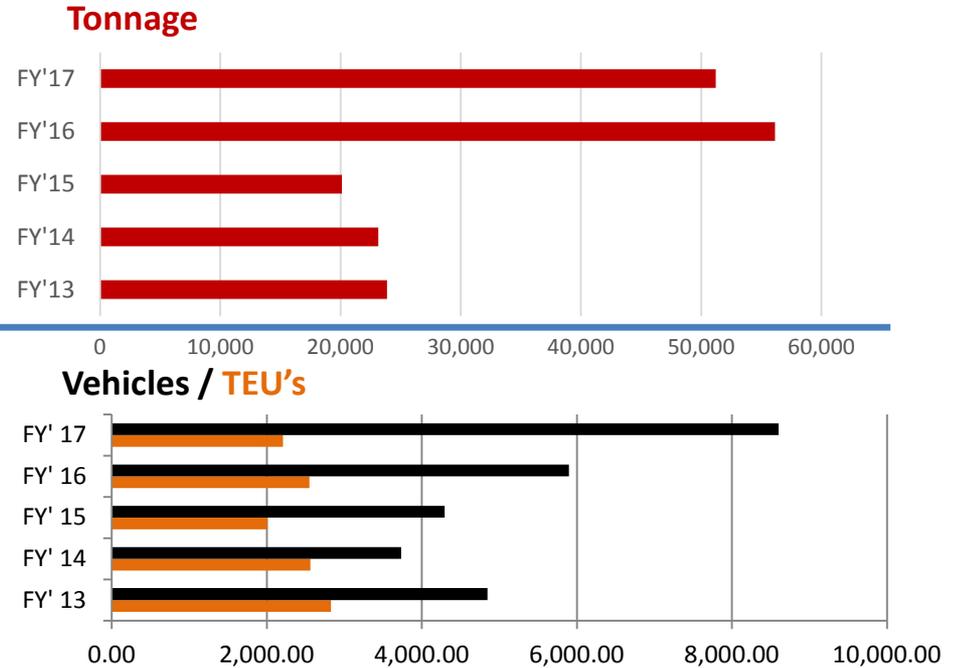
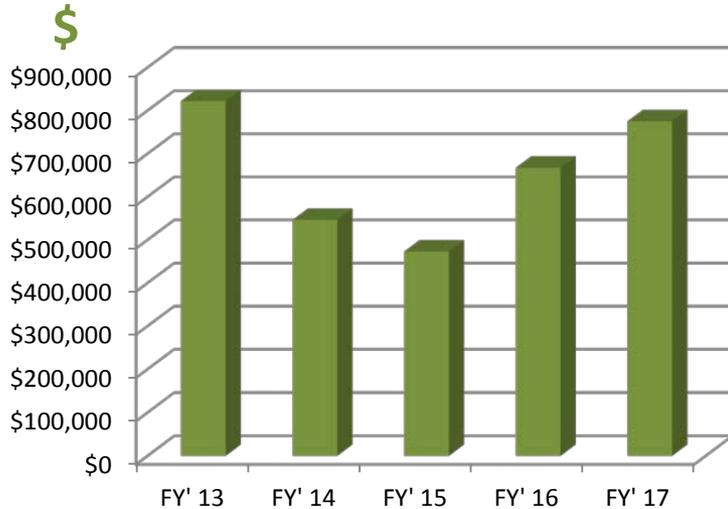
Respectfully Submitted By:



Manuel Almira, Executive Director

D DATE ACTION TAKEN:	_____	Motion By:	_____
Approved:	_____	Seconded By:	_____
Disapproved:	_____	Unanimous:	Yes _____ No _____
Deferred To:	_____	By:	_____
Incorporated into Minutes:	_____		

Teeter Agency & Stevedoring FY' 2013 To FY' 2017



	FY' 2013	FY' 2014	FY' 2015	FY' 2016	FY' 2017	Total
Gross Revenue	\$821,972	\$546,405	\$473,087	\$667,443	\$774,984	\$3,283,891
Tonnage	23,866	23,155	20,107	56,137	51,195	174,460
Vehicles	4,846	3,735	4,296	5,899	8,601	27,377
TEU's	2,830	2,563	2,009	2,548	2,208	12,158

**PORT OF PALM BEACH DISTRICT
2018 TEETERS AMENDED AND RESTATED TERMINAL USER AGREEMENT
2018 MONARCH AMENDED AND RESTATED LINE AGREEMENT
SIGNIFICANT TERMS**

• **BOTH AGREEMENTS**

- **EFFECTIVE DATE – JANUARY 1, 2018**
- **INITIAL TERM – FIVE (5) YEARS**
- **RENEWAL OPTIONS – TWO FIVE (5) YEAR PERIODS**
- **ALL RATES (LEASE, WHARFAGE, DOCKAGE) RAISED 1.5%
EFFECTIVE JANUARY 1, 2018**
- **ALL RATES ADJUSTED ANNUALLY FOR COLA**
 - **MINIMUM 3% TO MAXIMUM OF 5%**
- **AGREEMENTS PROVIDE BOTH CROSS-GUARANTEES AND
ARE COTERMINOUS**

• **TERMINAL USER AGREEMENT**

- **PRIMARY PARCEL MAY BE RECONFIGURED IF CONVIENT TO
DISTRICT**
- **SOUTH ROADWAY TO BE USED ONLY BY EITHER THE PORT
OR TEETERS (ROADWAY DEAD ENDS TO THE WEST)**

• **LINE AGREEMENT**

- **INSURANCE MINIMUM RAISED FROM \$1.0M TO \$5.0M**
- **WHARFAGE**
 - **ANNUAL MINIMUMS FOR DISCOUNT REMAIN SAME**
 - **PAYABLE MONTHLY NOT QUARTERLY**
- **DOCKAGE**
 - **ANNUAL MINIMUM FOR DISCOUNT IS 36 SHIP CALLS/YEAR**
- **DOCKAGE RELIEF ESTABLISHED**
 - **PORT TO HONOR RESERVATION WITH 4 HOURS OF
ARRIVAL TIME**
 - **IF NOT, AND BERTH AVAILABLE PRIOR TO NOON,
DOCKAGE CHARGED FOR ½ DAY ONLY**
 - **IF NOT, AND BERTH AVAILABLE AFTER NOON, DOCKAGE
NOT CHARGED FOR DAY IF VESSEL NOT WORKED.**

2018
AMENDED AND RESTATED
TERMINAL USER
AGREEMENT

PARTIES:

DISTRICT: PORT OF PALM BEACH DISTRICT

CORPORATION: TEETERS AGENCY & STEVEDORING, INC.

DATE _____, 2018

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DRAFT

2018
AMENDED AND RESTATED
TERMINAL USER AGREEMENT

This 2018 Amended and Restated Terminal User Agreement (“Agreement”) is made this _____ day of _____, 2018, by and between the PORT OF PALM BEACH DISTRICT (hereinafter referred to as "District"), a political subdivision of the State of Florida, Sixth Floor, One East Eleventh Street, Riviera Beach, Florida 33404 (E-Mail addresses, subject to change as set forth in Section 5.7 of this Agreement: almira@portofpalmbeach.com; jgary@gdr-law.com) and TEETERS AGENCY & STEVEDORING, INC., a Florida corporation (hereinafter referred to as “CORPORATION”), whose address is 333 Broadway Ave., Riviera Beach, Florida 33404 (E-Mail addresses, subject to change as set forth in Section 5.7 of this Agreement: cteeters@aol.com; teetersw@bellsouth.net; john.turner@saul.com).

RECITALS:

Whereas, the DISTRICT is seeking to encourage, expand and continue container shipping and general cargo shipping at the Port, and

Whereas, the DISTRICT and the CORPORATION desire to enter into this Agreement to further the development of the DISTRICT,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration flowing from each to the other, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by the DISTRICT and the CORPORATION as follows:

ARTICLE 1
AMENDMENT

This agreement amends and restates in its entirety that certain “Amended and Restated Terminal User Agreement (Conformed for Mullins Parcel)” dated August 29, 2011 (which has been extended month to month for the convenience of the parties, by Letter Dated May 10, 2016), as the same had been amended through the date hereof. District and CORPORATION agree that this Agreement constitutes the only rights and duties that exist between the parties, and claims under prior agreements are released except as to (i) accrued charges, (ii) indemnities with regard to matters known and unknown and (iii) claims under policies of insurance.

ARTICLE 2
DEFINITIONS

The following terms, wherever they appear in this Agreement, shall have the meanings set forth below:

- 2.1 Agreement** - shall mean and refer to this 2018 Amended and Restated Terminal User Agreement and all exhibits attached hereto;
- 2.2 CORPORATION** - shall mean and refer to TEETERS AGENCY & STEVEDORING, INC., a Florida corporation;

- 2.3 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 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 CORPORATION, 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;
- 2.4 Demised Premises** - shall collectively mean and refer to the Primary Parcel and the Mullins Parcel;
- 2.5 Effective Date** shall mean as of January 1, 2018.
- 2.6 Lease Year** - shall mean a period of twelve calendar months commencing with the Effective Date, except that if the Effective Date is other than the first day of a calendar month, the first Lease Year shall include the number of days between the Effective Date and the end of the calendar month in which the Effective Date falls, and rent and other charges shall be prorated accordingly;
- 2.7 Mullins Parcel** - shall mean and refer to the property north of S.R. 710 and east of the F.E.C. Rail Mainline, Riviera Beach, Florida, as further identified in EXHIBIT B, attached hereto;
- 2.8 Primary Parcel** - shall mean and refer to the parcel described on EXHIBIT A, attached hereto;
- 2.9 Tariff** - shall mean DISTRICT's standard published then current tariff which is applicable to all Port Users without separate contractual agreements, as the same may be amended time to time, and any successor tariff, the now current Tariff of the District being Tariff No. 21, and shall mean (unless the term "now current Tariff of the District" is used) the Tariff of the District as in effect at the time a charge, right or obligation is claimed to have been incurred, or a right or obligation is claimed to have arisen. CORPORATION acknowledges receipt of a copy of the current Tariff of the District and agrees that the same (as succeeded by successor Tariffs) is incorporated herein and forms a part of this Agreement as completely as if set forth herein in full. Accordingly, any amounts charged at Tariff hereunder are not fixed, and will vary with the Tariff as adopted by the Port of Palm Beach District from time to time.
- 2.10 Port** - shall mean and refer to that certain real property and facilities known as the Port of Palm Beach Terminal, located in Palm Beach County, Florida;

- 2.11 Rolling Stock** - shall mean vehicles such as automobiles, trucks, trailers, buses and the like, which could travel upon interstate highways, including the contents and cargo loaded on such vehicles;
- 2.12 Utility or Utilities** - shall mean and refer to all power, telephone, television cable, gas, hydrants, lines transporting products (for example, without limitation, diesel fuel, asphalt, molasses) or other Port users or third parties, sewer and water lines either on, under or over the Premises;
- 2.13 Other Definitions** - other words and phrases used herein, the masculine shall include the feminine and neutral gender, and vice versa. The terms "hereof", "herein", or "hereunder" or similar terms shall refer to this entire Agreement. Other defined terms shall be given meaning ascribed to them in various sections throughout this Agreement. Unless assigned a specific meaning herein, terms used herein shall have the meaning assigned in the Tariff of the District (for example "ton" shall mean "short ton" of 2000 pounds). "Custom and usage" between the parties, either prior to or after the execution of this Agreement shall not be applicable to the interpretation of any term.

ARTICLE 3 DEMISED PREMISES

3.1 Demised Premises.

The CORPORATION shall have sole and exclusive right of control, possession and use of the Demised Premises for the permitted uses hereinafter specified and the right of quiet enjoyment thereof during the Initial Term and any Renewal Term, except as specifically set forth herein.

Except as specifically set forth herein, all parcels are being leased in their current AS-IS condition, and the parties acknowledge that certain environmental conditions do or may exist, and that the Mullins Parcel has been the subject of certain testing and monitoring by governmental authorities.

3.2 Term.

(a) Initial Term.

This Agreement shall commence on the Effective Date and continue until five (5) years therefrom (Initial Term”).

(b) Renewal Provisions.

Upon the expiration of the Initial Term the CORPORATION shall have the right, exercisable in its sole option, to renew this Agreement for up to a total of two (2) individual Renewal Terms of five (5) years each; provided, that this Agreement can only be renewed if, when and as that certain Line Agreement referred to in Section 3.5, is renewed.. Each Renewal Term shall be upon the same terms, conditions and covenants as contained herein, (subject to Rent and rate adjustments as provided herein), and each year thereof shall be deemed a Lease Year. If the CORPORATION elects to exercise its option to renew this Agreement upon the expiration of the

Initial Term or the then current Renewal Term, it shall furnish written notice of the exercise to the District not less than ninety (90) days prior to the expiration of the Initial Term or the then current Renewal Term; provided, however, that CORPORATION shall have no right to renew or give notice of renewal of this Agreement if (i) CORPORATION is then in default under this Agreement or any Line Agreements after notice of said default has been given and the same has not been cured during any applicable cure period or (ii) unless all existing Line Agreements are renewed contemporaneously.. If all renewals have been exercised, then the District agrees that it will negotiate with the CORPORATION with respect to the terms of an extension agreement, but is not obligated to enter into any extension of this Agreement or a new agreement with CORPORATION, and does not agree that any such negotiations shall be conducted exclusively with CORPORATION.

3.3 Rent.

The CORPORATION shall pay to the DISTRICT as Rent for the Demised Premises as follows, as one aggregate sum (“Total Annual Rent”), payable in twelve (12) equal monthly installments (“Monthly Installment”), of \$19,891.09, subject to adjustments and changes in the Demised Premises as set forth in this Agreement, with each Monthly Installment due and payable on the first day of each and every calendar month, the following rates for the parcels indicated:

PARCEL	ANNUAL RENT PER SQUARE FOOT	SQUARE FEET	ANNUAL SUM
Primary Parcel	\$1.212	158,845	\$192,520.14
Mullins Parcel	\$0.606	76,193	\$46,172.96
TOTAL ANNUAL RENT			\$238,693.10

3.4 Adjustment to Rent

Commencing January 1, 2019, and each anniversary thereof, including all renewal terms, if any (subject to reset at Fair Market Rental Value at the commencement of each renewal term). 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 Rent shall never be less than the Rent applicable to the year just ending, with a maximum upward adjustment of 5% and a minimum upward adjustment of 3%.

Beginning with the first day of each renewal period, Rent for each of the parcels comprising the Demised Premises shall be adjusted to Fair Market Rental Value. If the parties are unable to agree on Fair Market Rental Value, each party shall select an appraiser with the MAI designation and the two appraisers shall select a third. Fair Market Rental Value shall be the average of the three appraisals. Rental rates shall never be less than the Rent rates applicable to the year just ending.

3.5 Quiet Enjoyment

Upon payment by the CORPORATION of the Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on the CORPORATION'S part to be observed and performed, the CORPORATION shall peaceably and quietly hold and enjoy the Demised Premises for the term hereby leased without hindrance or interruption by the DISTRICT, or any other person or persons lawfully or equitably claiming the Demised Premises subject, nevertheless, to the terms and conditions of this Agreement.

3.6 Sales Tax

CORPORATION shall also pay, as additional Rent, any and all sales taxes imposed by the State of Florida or any other governmental authority, on any taxable amounts paid by CORPORATION hereunder, although the taxing statute or ordinance may purport to impose such sales tax upon DISTRICT. The payment of sales tax shall be paid by CORPORATION at the same time as payment is being made with respect to which the sales tax is imposed.

3.7 Real Property Taxes

The CORPORATION shall be responsible for and shall pay all ad valorem taxes imposed upon the Demised Premises, the leasehold interest of the CORPORATION hereunder, improvements and the contents of the Demised Premises. The CORPORATION shall also pay any sales taxes imposed by the State of Florida or any other governmental authority, although the taxing statute or ordinance may purport to impose such sales tax against the DISTRICT. The payment of sales tax shall be paid by CORPORATION at the same time of payment of Rent. Ad valorem taxes shall be paid monthly, together with and in the same manner as Rent, at 1/12 th of the amount estimated, by District, to be payable for the year, to be adjusted when the actual amount is known.

(i) The DISTRICT and the CORPORATION acknowledge and agree that ad valorem real estate taxes are (or may be) currently assessed by taxing authorities (other than the District) against the Demised Premises. As set forth below, CORPORATION retains the right to contest the assessment of ad valorem taxes on the Demised Premises at CORPORATION's expense. CORPORATION agrees to provide, within five (5) days of filing or receipt (as the case may be) copies of papers and pleadings (including hearing notices) filed in the pending or any future proceedings with respect to ad valorem taxes.

(ii) The CORPORATION shall timely pay during the term of this Agreement its proportionate share of all such taxes, whether classified as ad valorem real property taxes or otherwise, and all assessments, general and special, levied or assessed for periods during the Lease Term by a lawful authority, against all of the Demised Premises, or the leasehold interest, including but not limited to the Palm Beach County Solid Waste Authority or any Water Control District. The DISTRICT shall furnish the CORPORATION with a copy of annual or other tax statements, when received. The CORPORATION shall pay such taxes or assessments and submit to the DISTRICT receipted copies of the statements evidencing such payment within ten (10) days prior to the date upon which such taxes or assessments shall become delinquent. The amount of such taxes payable by the CORPORATION shall be prorated during the first and last years of the lease term for the portion of such year during the lease term. In the event that the Demised Premises shall ultimately be held as assessable for ad valorem tax purposes by a final decision of the court

with jurisdiction thereof, then at the CORPORATION'S request, the DISTRICT and the CORPORATION shall promptly apply to the local taxing authority to have the Demised Premises assessed as a separate tax parcel, if the Demised Premises is not currently assessed as a separate tax parcel. In the event the local taxing authority will not assess the Demised Premises as a separate tax parcel, then the taxes and assessments payable by the CORPORATION shall be determined by multiplying the amount of each such tax and assessment by a fraction, the numerator of which shall be the Demised Premises on a square foot basis and the denominator of which shall be the total area on a square foot basis to which such tax and assessment is applicable.

(iii) The CORPORATION shall have the right to contest or review by legal proceedings or in such manner as the CORPORATION in its option shall deem advisable (which proceedings or other steps taken by the CORPORATION if instituted shall be conducted diligently at its own expense and free of any expense to the DISTRICT) any and all taxes or assessments levied, assessed, or imposed against the Demised Premises, or payments in lieu thereof required to be paid by the CORPORATION, provided that such contest shall not result in a tax sale of the Demised Premises, or any portion thereof. At the request of the CORPORATION, the DISTRICT will cooperate with the CORPORATION and make available to the CORPORATION upon demand any and all information which the CORPORATION may reasonably require, and execute any documents or pleadings that are reasonably required, including any agreement in settlement of any such contest or proceeding if it is necessary to do so to prosecute such proceeding, but the CORPORATION in those circumstances shall pay any direct, out of pocket costs and expenses incurred by the DISTRICT in connection therewith, and the DISTRICT shall have the right, as a condition of consenting to a settlement or judgment which imposes any monetary obligation on the DISTRICT, to require that security satisfactory to the DISTRICT be deposited with the DISTRICT to protect against such monetary obligations. In no event shall such contest defer or suspend the CORPORATION'S obligations to pay the taxes or assessments as herein provided; but if the CORPORATION is required by law to first pay the taxes or assessments and then seek a refund from the taxing authority, the CORPORATION shall do so. Nothing in this Section shall be in derogation of the DISTRICT'S right to contest or review any taxes or assessments by legal proceedings or in such other manner as may be available to the DISTRICT.

3.8 Personal Property And Intangible Taxes

CORPORATION shall be responsible for and shall pay all personal property and intangible taxes imposed upon the Demised Premises and CORPORATION'S Improvements (including improvements made by a prior tenant, regardless of who may have paid for same) in the Demised Premises.

3.9 Amounts Collectible As Rent

All amounts due under Sections 3.6 through 3.8 shall be deemed amounts "collectible in the same manner as Rent" under this Agreement.

3.10 Use of Demised Premises

The CORPORATION shall use the Demised Premises ("Permitted Uses") for the purposes of handling, placement and storage of containers and other general cargo incoming or outgoing over the wharves at the DISTRICT, and light repair of equipment owned or leased by the

CORPORATION, and for such business use and purposes as will contribute primarily to waterborne commerce through the DISTRICT, including, but not limited to, the storage and handling of containers, container chassis and cargo operations directly related to the transfer, loading and unloading of waterborne cargo (explosive, nuclear, radioactive, or obnoxious cargo will not be handled in the DISTRICT without prior written approval of the DISTRICT). Without limiting the foregoing, any personal property owned or leased by the CORPORATION (excluding, without limitation, functional equipment, containers, supplies, parts, cargo, rolling stock and dunnage) which has been stored on the Demised Premises for more than six months shall be presumed to be not contributing primarily to waterborne commerce. The DISTRICT represents that the permitted use contemplated by this Section does not violate any existing rule or regulation of the DISTRICT. The CORPORATION shall not make use of the Demised Premises in such a manner which would void, make voidable or increase the premium for any policy of insurance covering the Demised Premises, nor which would constitute waste or mistreatment of the Demised Premises, nor shall any use of the Demised Premises be made which would constitute a nuisance or be unlawful. Condition of the Demised Premises. As of the Effective Date, the DISTRICT warrants it has no actual knowledge that the Demised Premises, or any portion thereof, violate any federal, state or local codes, regulations and ordinances for proper zoning and land use compatible with the Permitted Use.

3.11 Utilities

CORPORATION shall be responsible for all utilities, including without limitation, sewer, water, electricity, gas and waste management.

3.12 Utility Easements

CORPORATION acknowledges that all property hereunder is subject to all existing above- and below-ground sewer, water, drainage and utility easements. CORPORATION further consents to all hereafter created below-ground sewer, water, drainage and utility easements, provided however, that the same shall not interfere with the Permitted Use (except that CORPORATION acknowledges certain easement holders may impose height restrictions, or prohibit improvements upon or under the easement area). CORPORATION agrees that it shall, within fifteen (15) days of written request, execute such reasonable documentation as may be necessary or appropriate to confirm the subordination of its interests to such easements.

3.13 South Roadway

The roadway located to the south of the Primary Parcel (“South Roadway”) dead-ends. In order to avoid traffic conflicts, during the term of the Agreement, use of the South Roadway is limited to (a) the Port of Palm Beach for its own purposes, and (b) the party in possession of the property to the immediate north of the South Roadway (subject to restrictions imposed by District from time to time, due to location of underground utilities, which may include, without limitation, restrictions on use for storage or parking).

3.14 Reconfiguration

At the option of District, the Primary Parcel can be minimally reconfigured by deleting square footage and recapturing same, at any time and from time to time, if convenient to the District.

ARTICLE 4
WHARFAGE, DOCKAGE, OTHER FEES RATES AND CHARGES; BERTHING

(a) Tariff and Non-Tariff Rate Agreements.

Unless otherwise specific in this Agreement, all vessels and all equipment and cargo of third party customers to which CORPORATION provides services shall be charged at Tariff, including for wharfage, dockage and storage, unless such vessels or third party customers have a separate agreement with DISTRICT governing such charges at non-Tariff rates. In that event, DISTRICT shall notify CORPORATION that such an agreement has been made and shall provide CORPORATION with the terms of such separate agreements, including all amendments and modifications thereof. Further, upon CORPORATION's request, DISTRICT shall send copies of all Port invoices for charges at non-Tariff rates to the vessel or third party with whom DISTRICT has reached the agreement. Provided, that CORPORATION shall not be charged for crane operator's licenses.

(b) Berthing

Corporation shall comply with Tariff procedures for requesting berth assignment, and shall simultaneously specify a departure date and time ("Departure"). Request to extend the Departure must be made not later than twelve (12) hours prior to the scheduled departure by written request by the CORPORATION. In the event that the DISTRICT schedules a vessel intended as a Working Vessel into any of the berth(s) assigned to Corporation pursuant to the Tariff procedure request, any vessel of the CORPORATION (or for which Corporation is agent) shall be moved off-berth, at the CORPORATION's cost and expense, at the request of the DISTRICT, not later than two (2) hours prior to the estimated time of arrival, at the Pilot Station, of any other vessel that has been assigned that berth, and for furthering this move-off, it shall be the responsibility of Corporation to determine the timing of the arrival at the Pilot Station. In the event that a "move-off" is required under these provisions, District shall permit Corporation to use an alternate berth, as long as such alternate berth use will not result in a vessel conflict due to prior commitment of same by District. CORPORATION acknowledges that the DISTRICT does not have control over decisions of the pilots with respect to berthing of vessels, or other matters. Communication under this Section may be by E-Mail or such other method as is approved by District.

ARTICLE 5
GENERAL PROVISIONS

The following terms and conditions contained in this Article shall apply to the lease of the Demised Premises and the grant of control, possession, use and quiet enjoyment of the Demised Premises, as through each provision herein were separately printed within each of the preceding Articles.

5.1 Insurance

(a) Public Liability Insurance.

CORPORATION shall obtain public liability insurance from an insurance carrier satisfactory to DISTRICT 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 CORPORATION, or any person acting for it or under its control or direction, 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 Five Million Dollars (\$5,000,000.00) for any property damage or loss from any one (1) accident, Five Million Dollars (\$5,000,000.00) for injury to any one (1) person or Five Million Dollars (\$5,000,000.00) from any one (1) accident combined, single limit. DISTRICT reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Agreement as DISTRICT 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.

(b) Casualty Insurance.

CORPORATION shall furnish a policy of insurance providing coverage against casualty loss to the CORPORATION's Improvements (including tenant improvements made by a prior tenant, regardless of who may have paid for same). against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, vandalism and malicious mischief, civil commotion, aircraft, vehicles, smoke and such other hazards, which policy or policies shall be in an amount equal and sufficient, subject to approval by DISTRICT, to cover the replacement cost of such CORPORATION's Improvements (including tenant improvements made by a prior tenant, regardless of who may have paid for same). If additional improvements are made during the term of this Agreement or any extension or renewal thereof, additional insurance coverage will be obtained, as aforementioned, in an amount equal and sufficient to cover the replacement cost of such additional improvements.

(c) Miscellaneous Provisions.

As a condition precedent to CORPORATION' rights under this Agreement, CORPORATION shall deliver to DISTRICT a copy of the binder of all insurances required of CORPORATION hereunder, an 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 CORPORATION shall insure DISTRICT and CORPORATION as their respective interests may appear, and shall show DISTRICT as a additional named insured. All such policies required to be maintained by CORPORATION 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 CORPORATION shall be paid by CORPORATION. Any policy required hereunder to be maintained by CORPORATION or actually maintained by CORPORATION 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 DISTRICT. Not less than thirty (30) days prior to the expiration of any insurance required herein to be maintained by CORPORATION or actually carried by CORPORATION, CORPORATION shall deliver to DISTRICT a copy of the certificate of renewal thereof.

(d) **Impairment of Coverage.**

CORPORATION shall not make any use of any Demised Premises or any District property which would make void or voidable any policy of fire or extended coverage insurance covering the Demised Premises or other District property.

5.2 Indemnities

(a) **By CORPORATION.**

The CORPORATION shall indemnify and hold the DISTRICT harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and damage to property arising from the use or misuse of the Demised Premises, the Port, or any part thereof, and the occupancy, construction, reconstruction, repair, maintenance or use of the Demised Premises or any part thereof, occasioned wholly or in part by any action or omission by the CORPORATION or its agents, contractors, employees, servants, consultants, lessees, users, permitted invitees or concessionaires, and further agrees to indemnify, defend and save the DISTRICT harmless from and against and to promptly remedy upon notice and demand from the DISTRICT: (i) any violation of any federal, state or local environmental law or regulation, and the Port Tariff (collectively "Environmental Laws") by the CORPORATION or its employees, agents, contractors, employees, servants, consultants, lessees, users, permitted invitees or concessionaires at or with respect to any of the Demised Premises or the Port; (ii) the disposal of 'hazardous or toxic substances' (as defined in any Environmental Law) by the CORPORATION or its employees, agents, contractors, employees, servants, consultants, lessees, users, permitted invitees or concessionaires on any of the Demised Premises or the Port; (iii) any contamination of any of the Demised Premises or the Port caused by the CORPORATION or its employees, agents, contractors, employees, servants, consultants, lessees, users, permitted invitees or concessionaires, and (iv) any damage caused to Skypass or its structural supports caused by the CORPORATION or its employees, agents, contractors, employees, servants, consultants, lessees, users, permitted invitees or concessionaires. In addition, each party agrees that in connection with all new construction, and all repairs for which it is responsible, it shall comply with all Environmental Laws. The foregoing indemnity shall include all reasonable attorneys' fees incurred by the prevailing party in enforcing this indemnity or in defending a claim covered by this indemnity, whether or not suit is brought, including appeal.

(b) **By DISTRICT**

Without waiver of sovereign immunity, except to the extent of now current limitations, the DISTRICT shall indemnify and hold the CORPORATION harmless from and against any and all

claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and damage to property arising from the use or misuse of the Demised Premises, the Port, or any part thereof, and the occupancy, construction, reconstruction, repair, maintenance or use of the Demised Premises or any part thereof, occasioned wholly or in part by any action or omission by the DISTRICT or its agents, contractors and employees.

5.3 Attorneys' Fees

If either party pays or incurs any costs, expenses or reasonable attorneys' fees to enforce the covenants and agreements in this Agreement, the prevailing party shall be entitled to recover from the losing party all such costs, expenses and reasonable attorneys' fees arising out of or in connection with the enforcement of this Agreement, whether or not suit is brought, including appeal.

5.4 Default of the CORPORATION

In addition to all other rights and remedies that the District may have, in law or in equity, the District shall have the following rights:

(A) If the CORPORATION shall violate or materially default on any of the non-monetary covenants or conditions contained in this Agreement, or if the CORPORATION, its customers, invitees, and/or employees, or anyone authorized by it shall knowingly continue to violate any of the Tariff, or reasonable rules and regulations that may be made from time to time hereinafter with respect to the use and operation of the Demised Premises or the Port facilities, and said violation and/or default shall continue for a period of at least thirty (30) days after notice of said violation from the District (“Cure Period”), then District shall have the rights and remedies provided in Subparagraph (C), below; Provided, however, that if the default is of such a nature that the same is not susceptible of cure within the Cure Period, and if CORPORATION shall have commenced cure and is diligently and continuously attempting cure, the Cure Period shall be extended for an additional sixty (60) days.

(B) If any part of the Rent, amounts collectible in the same manner as Rent or other monetary obligations shall remain due and unpaid for ten (10) days following the date on which the same shall become due and payable, and following ten (10) days written notice of same (provided, District and CORPORATION herewith agree that a billing statement or other invoice from the District shall constitute such written notice), District shall have the rights and remedies provided in Subparagraph (C), below.

(C) In addition to all other rights and remedies provided by law, the District shall have the right and option of terminating this Agreement and of declaring the balance of the entire rent and other monetary obligations called for by this Agreement to be immediately due and payable, and may proceed to collect all of the unpaid obligations by distress or otherwise; and the District may institute summary proceedings for the recovery of possession of the Demised Premises. The District may relet the Demised Premises for the account of the CORPORATION at the rates and on the terms deemed reasonable by the District and obtainable from maritime related qualified tenant(s) and for a longer period of time than fixed in this Agreement, applying any money collected first to the expense of obtaining possession, second to restoring the Demised Premises to a rentable condition, and then to the payment of rent and all of the charges due and accruing to the

District. Any surplus shall be credited to the CORPORATION, which shall remain liable for any deficiency.

(D) Notwithstanding Subparagraphs (A) – (C), above, (i) District shall have the right to impose fines for Tariff violations, and may create a Tariff item for failure to comply with berthing agreements (e.g. Article 4(b)) and (ii) matters relating to life and safety shall be cured promptly.

(E) Neither this Agreement nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event that the estate created thereby shall be taken in execution or by other process of law, or if the CORPORATION shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of the CORPORATION shall be appointed by reason of the CORPORATION's insolvency or inability to pay its debts, or if any assignment shall be made of the CORPORATION's property for the benefit of creditors, or if any reorganization proceeding under the federal laws is instituted by or filed against the CORPORATION (and, if filed by a third party, not discharged within ninety (90) days thereafter), the District may elect to terminate this Agreement by giving to the CORPORATION thirty (30) days' notice in writing of the election of the District to terminate. The CORPORATION shall not cause or give cause for the institution of legal proceedings seeking to have the CORPORATION adjudicated bankrupt, reorganized or restrained under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the CORPORATION's assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws or the appointment of a trustee or receiver of the CORPORATION or its assets shall be conclusive evidence that the CORPORATION caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver is vacated within ninety (90) days after such allowance or appointment.

(F) The CORPORATION hereby expressly waives any and all rights of redemption granted by and under any present or future laws in the event the District obtains possession of the Demised Premises, by reason of the violation of any of the covenants or conditions of this Agreement.

(G) Corporation acknowledges that the Port of Palm Beach District would not have entered into an Agreement with Monarch Shipping Co., Ltd., a Bahamian corporation, but for the Guaranty, in the form attached hereto as EXHIBIT C, by TEETERS AGENCY & STEVEDORING, INC., A FLORIDA CORPORATION, and therefore agrees that, anything herein to the contrary notwithstanding, it shall be a default of this Agreement in the event of the making by the Guarantor of an assignment for the benefit of creditors or the appointment of a trustee or receiver for such Guarantor or for any property of such Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or like law or statute.

(H) Cross-Default

This Agreement shall be co-terminus with the 2018 Amended and Restated Line Agreement, by and between DISTRICT and Monarch Shipping Co., Ltd, a Bahamian Corporation, and a default by Monarch Shipping Co., Ltd, a Bahamian Corporation under the 2018 Amended and Restated

Line shall be a default of this Agreement. CORPORATION agrees that its consent is not required for amendments to the 2018 Amended and Restated Line Agreement.

5.5 Repair and Maintenance

Except as otherwise set forth herein, the CORPORATION shall be responsible for maintaining the paving within the Demised Premises and for any repaving of the Demised Premises which the CORPORATION deems necessary or appropriate. The CORPORATION shall be responsible for all maintenance of any new buildings constructed by the CORPORATION, and shall conserve, protect, preserve, clean and keep the same in good state of repair. The CORPORATION shall be responsible for all routine daily maintenance of the Demised Premises in a safe and useable condition (except that to be performed by the DISTRICT as set forth below).

5.6 Inspection

The DISTRICT, or its consultants, Commissioners, guests, or employees may from time to time enter the Demised Premises for the purpose of inspection of the Demised Premises to determine the CORPORATION'S compliance with this Agreement, provided that such entry does not cause or constitute a violation of any other provision of this Agreement or an unreasonable interference with the CORPORATION'S possession of the Demised Premises or the CORPORATION'S operation of its business. The DISTRICT may, after any such entrance on the Demised Premises, upon thirty (30) days written notice to the CORPORATION, place the Demised Premises in a comparable condition of repair, sightliness, and cleanliness, ordinary wear and tear excepted, as existed at the date the CORPORATION assumed possession thereof, or as the date of being improved by the CORPORATION during the term hereof and accepted by the DISTRICT, if the CORPORATION declines to effect such repairs, cleaning and maintenance. In that event, the CORPORATION shall pay the DISTRICT, in addition to the other charges hereinabove reserved, the DISTRICT'S reasonable expenses in the repairing, cleaning or maintaining of the Demised Premises.

5.7 Notices

All notices required or contemplated by this Agreement shall be in writing and shall be delivered in person, facsimile, or by United States Certified Mail (Return Receipt Requested). By giving at least ten (10) days prior written notice to the other party, either party may change its address for notices hereunder. No more than two mailing addresses can be specified at any one time.

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery, and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Rejection, other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Notwithstanding the foregoing, all notices, except default notices, may be given to CORPORATION by Email at the addresses given in the opening paragraph of this Agreement.

If to Corporation:

ATTN:
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

With copy to: John A. Turner, Esq.
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

If to Port of Palm Beach District:
Port of Palm Beach District
ATTN: Executive Director
Sixth Floor, One East Eleventh Street
Riviera Beach, Florida 33404

With copy to: Gregory C. Picken, Esquire
C/O Gary, Dytrych & Ryan, P.A.
701 U.S. Highway 1, Suite 402
North Palm Beach, Florida 33408
Fax No. 561 844-2388

5.8 Waiver

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent or other charges hereunder by the DISTRICT shall not be deemed to be a waiver of any preceding breach by the CORPORATION of any term, covenant or condition of this Agreement, other than the failure of the CORPORATION to pay the particular rental or charges so accepted, regardless of the DISTRICT'S knowledge of such preceding breach at the time of acceptance of such Rent or charges. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver be in writing. No payment by the CORPORATION receipt by the DISTRICT of a lesser amount of the monthly Rent or charges herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent or charges, nor shall any endorsement statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and the DISTRICT may accept such check or payment without prejudice to the DISTRICT'S right to recover the balance of such Rent or charges, or pursue any other remedy in this Agreement heretofore provided. No mention in this Agreement of any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity, and the failure of either party to insist in any one or more instances upon a strict performance of any covenants in this Agreement or to exercise any option right herein contained shall not be construed as a waiver or relinquishment for the future of such

covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by the parties hereto.

5.9 Surrender of Premises

On the last day of the term of this Agreement or any renewal hereof, or on the earlier termination hereof, the CORPORATION shall peaceably surrender the Demised Premises in good order, condition and repair (reasonable wear and tear, and maintenance repair which is the DISTRICT'S responsibility excepted), as they were the Effective Date of this Agreement, or as they may be improved by the DISTRICT or the CORPORATION during the term hereof, and shall surrender any keys to the DISTRICT at the place then fixed for payment of Rent. All improvements made to the Demised Premises by the CORPORATION shall become the property of the DISTRICT at the time of termination. Notwithstanding the foregoing, the CORPORATION shall have the right to remove, its sole cost and expense, any of the CORPORATION'S trade fixtures at any time during the term of this Agreement and any renewal hereof; provided, however, that the CORPORATION shall repair at its expense any damage to the Demised Premises caused by such removal. Further, CORPORATION SHALL remove all of its personal property and leave the premises broom clean.

5.10 Exercise of Governmental Authority

If the Federal Government, in the event of war or national emergency, shall, by the exercise of its governmental authority, whether by lawful or unlawful means, assume dominion over the facilities of the DISTRICT, or close the DISTRICT as a Port of Entry, or restrict the use of said Port to such extent so as to preclude the use of all or any portion of the Premises, then and in that event the CORPORATION shall have at its option, the right:

(a) to rescind this Agreement in total or as to any portion of the Demised Premises, if the dominion precludes use of a portion of the Demised Premises for the term of dominion, in which event both parties shall be relieved of all further liabilities and responsibilities hereunder as to the portion of the Demised Premises under governmental dominion; or

(b) to cease paying a proportionate share of Rent or any other payments required hereunder for the period of time during which the CORPORATION is precluded from using said Demised Premises or portions thereof; and/or

(c) to receive from the governmental authority precluding its use of the Demised Premises such damages as may be awarded for such taking, which shall not then relieve the CORPORATION from any provisions of this Agreement, or from payment of any of the monies required to be paid under this Agreement. The CORPORATION may select, at its option, any one of the aforesaid rights, and such election of any one right shall preclude the assertion of any of the other rights; provided, however, that if the federal government does not exercise domain over all the Demised Premises but only a portion thereof, the CORPORATION may elect its rights under subparagraphs (a) and (b) above.

5.11 Modification of Agreement

None of the covenants and conditions contained herein may be modified except in writing duly executed on behalf of the CORPORATION and the DISTRICT, and no verbal waiver or

modification shall be binding upon either of the parties hereto. This Agreement and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promised, agreements, conditions, or understandings between the DISTRICT and the CORPORATION concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them concerning the Demised Premises other than as are herein set forth or herein mentioned, except as specifically referred to herein to be in the Prior Agreement.

5.12 Severability

If any term, covenant, or condition of this Agreement or the application thereof to any person circumstances shall, to any extent, be determined to be invalid, unlawful or unenforceable, the remainder of this Agreement shall not be affected thereby and all other valid, lawful and enforceable terms, covenants and conditions of this Agreement shall continue to the fullest extent permitted by law.

5.13 Discrimination

In connection with the utilization of the Demised Premises, the CORPORATION agrees not to discriminate against any person, employee, or applicant for employment, in accordance with all applicable local, federal and state discrimination laws, as the same may be amended from time to time or on account of race, religion, color, age, gender, sexual orientation, sexual preference or national origin. This provisions shall include, not be limited to (i) employment, upgrading, demotion transfer, (ii) recruitment or advertising, layoff or termination; (iii) rates or any other form of compensation; and (iv) selection for training, including apprenticeship. Any final agency action or judicial decision finding actions by the CORPORATION to have constituted such discrimination shall constitute a default under this Agreement; provided, however, that the DISTRICT'S sole remedy for such default shall be deemed an action for monetary damages incurred by the DISTRICT due to such default, and such default shall not sustain any action for eviction, restriction removal of or against the CORPORATION. The CORPORATION agrees to indemnify and hold harmless the DISTRICT of, from and against any and all suits, losses, costs, claims, demands and judgments by reason of any discriminatory action by the CORPORATION as determined any final agency action or judicial decision.

5.14 Fire Protection

The CORPORATION acknowledges that the DISTRICT does not provide fire-fighting equipment or personnel, and does not have any fire-fighting capability. LINE shall furnish and supply all of its vessels with such portable and other fire extinguishing equipment as may be required by the District, by the City of Riviera Beach, Florida, United States Coast Guard, and other agencies of applicable jurisdiction.

5.15 Liens

The CORPORATION shall not allow, through its actions any liens or rights in rem to attach to the DISTRICT'S property, and shall promptly discharge or cause to be discharged or bonded any lien or rights in rem which may arise or exist at any time with respect to the Demised Premises or the DISTRICT'S other property. If any rights or liens do occur, it shall constitute a default by

the CORPORATION under this Agreement if said liens are not removed from record or bonded within twenty (20) days after notice thereof from DISTRICT.

5.16 Time of the Essence

It is understood and agreed by the parties hereto that time is of the essence as to all terms and conditions of this Agreement.

5.17 Assignment

Whereas the DISTRICT is specifically relying upon performance of the CORPORATION in generating Cargo Tonnage, Wharfage, Dockage and other charges pursuant to this Agreement and the DISTRICT'S Tariff, the CORPORATION shall have no right whatsoever to assign, sublet or otherwise transfer its interest in and to this Agreement or to the Demised Premises to any other person, CORPORATION or entity whatsoever.

5.18 Compliance With Law

CORPORATION's use and occupancy of the Demised Premises 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 governments and regulatory authorities and of any and all their departments, agencies and bureaus having jurisdiction, 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 the Tariff and obtain and maintain all licenses and permits necessary for CORPORATION's operations.

5.19 Total or Partial Destruction

If the Demised Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, the DISTRICT shall at its own expense promptly cause such damage, except to the CORPORATION'S equipment, improvements, inventory and trade fixtures, to be repaired. If the Demised Premises shall be rendered untenable only in part, the DISTRICT shall at its own expense cause such damage to be repaired as set forth above, and the Rent shall be abated proportionately as to the portion of the Leased Premise rendered untenable until the completion of repairs to the Demised Premises. If the Leased Premise shall be rendered wholly untenable, the DISTRICT shall at its own expense cause such damage to be repaired as set forth above, and the Rent shall be abated in whole until the complete restoration of the Demised Premises. If the repair and restoration will require more than ninety (90) days to complete, the DISTRICT shall notify the CORPORATION in writing delivered no later than sixty (60) days after said occurrence, whereafter the CORPORATION shall have the right within ten (10) days to terminate this Agreement upon notice to the DISTRICT, in which event this Agreement and the tenancy hereby created shall terminate and cease as of the date of said occurrence. If (i) the Demised Premises occupied by the CORPORATION are damaged or destroyed to the extent of fifty percent (50%) or more of the cost of replacement, or (ii) the Demised Premises are totally damaged or destroyed, then in either such event, the DISTRICT and CORPORATION shall each have the option to terminate this Agreement upon ten (10) days prior written notice to the other, given within sixty (60) days of the date of such damage or destruction.

In the event of any reconstruction of the Demised Premises under this Section, said reconstruction shall be only to the extent and condition of the Demised Premises as of the Effective Date of this Agreement, and any subsequent improvements made by the CORPORATION. The DISTRICT shall have no obligation in the event of any damage or construction to repair or replace any of the CORPORATION'S equipment, improvements, inventory or trade fixtures. The CORPORATION shall be responsible for the replacement of its stock in trade, improvements, trade fixtures, furniture, furnishings and equipment, and all costs of repair to same. If such damage or casualty is caused solely by any negligent or intentional action omission of the CORPORATION, its agents, contractors, employees and invitees, the foregoing shall continue to apply; provided, however, that the CORPORATION shall reimburse the DISTRICT for all amounts expended by the DISTRICT in repairing such damage, to the extent the DISTRICT is not reimbursed for such repairs by any insurance it has or the Demised Premises, within thirty (30) days of receipt of an invoice or invoices for such amounts from the DISTRICT. Upon any termination of this Agreement under this Section, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Demised Premises to the DISTRICT, except for items which have theretofore accrued and are then unpaid.

5.20 Environmental Compliance

(a) Definitions for Environmental Provisions.

The following terms, as used in the environmental provisions of this Agreement, shall have the meaning indicated:

“CERCLA” means the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 USC 9601, et seq.), as amended from time, including without limitation, the Superfund Amendments and Reauthorization Act of 1986 (“SARA”).

“CERCLIS” means the Comprehensive Environmental Response Compensation and Liability Information System, or any other Information system, established pursuant to CERCLA or any other Environmental Law or Environmental Regulation.

“Environmental Law” means any applicable federal, state, or local law, statute, code, ordinance, or common law, whether now in existence or established, enacted or amended during the Agreement Term, relating to pollution, protection of the environment, health, Industrial hygiene, Hazardous Substances (including, without limitation, the manufacture, generation, distribution, use, treatment, storage, disposal, transport or handling thereof), including, but not limited to, CERCLA, SARA, RCRA, the Florida Resource Recovery and Management Act (Florida Statutes 403.701, et seq.), and Pollutant Spill Prevention and Control Act (Florida Statutes 376.011 through 376.17 and 376.19 through 376.21).

“Environmental Regulation” means any applicable regulation or rule promulgated by any Environmental Regulator.

“Environmental Regulator” means any federal, state or local governmental or quasi-governmental unit, body or agency which is charged with regulating environmental or Hazardous Substances, or which charged with enforcing any Environmental Law or Environmental Regulation, including, without limitation, the U.S. Environmental Protection Agency (“EPA”),

the Florida Department of Environmental Protection (“FDEP”), and the Palm Beach County DERM (“DERM”).

“Hazardous Substance” means asbestos, polychlorinated biphenyls, petroleum products and distillates, and any other substances, materials, and wastes which are or become regulated or controlled by any Environmental Law or Environmental Regulation applicable at any time to the use by CORPORATION, its agents or invitees of the Demised Premises during the term of this Agreement, including, without limitation, those within the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” “solid waste,” “pollutants,” “contaminants,” or “nuclear or byproduct material” in any such Environmental law or Environmental Regulation.

“National Priorities List” means the National Priorities List established pursuant to CERCLA or any other list identifying hazardous or toxic waste sites maintained or controlled by any Environmental Regulator.

“RCRA” means the Resource Conservation and Recovery Act of 1976 (42 USC 6901, et seq.), as amended from time to time.

(b) Environmental Covenants of CORPORATION

CORPORATION covenants and warrants, as applicable, that at all times during the term of this Agreement:

1. The Demised Premises shall not be used by CORPORATION, its agents or invitees for the storage or generation of any Hazardous Substance in violation of any Environmental Law, Environmental Regulation, order of an Environmental Regulator, or any permit issued by an Environmental Regulator.

2. No Hazardous Substance will be released or disposed of on the Demised Premises by CORPORATION, its agents or invitees in violation of any Environmental Law, Environmental Regulation, order of an Environmental Regulator, or any permit issued by an Environmental Regulator.

3. CORPORATION and its agents and invitees shall maintain full compliance with all permits and/or licenses issued by Environmental Regulators with respect to the conduct by CORPORATION, its agents or Invitees or operations governed by this Agreement.

4. If CORPORATION shall receive any notice regarding the Demised Premises from any Environmental Regulator of any violation or Suspected violation of any Environmental Law or Environmental Regulation, or relating to any clean-up, remediation or other response Action or threat thereof, then CORPORATION shall immediately notify the District thereof, and of subsequent developments related thereto.

(c) Covenant Not to Store Hazardous Substances In Violation of Law.

CORPORATION, for itself, its agents and invitees, covenants and agrees not to use the Demised Premises, at any time, for:

(1) the storage, generation, release or disposal of any Hazardous Substance in violation of any Environmental Law or Environmental Regulation, any order of an Environmental Regulator, or any permit issued by an Environmental Regulator;

(2) any purpose that would give rise to a clean-up, remediation or other response action; to the imposition of any fine, penalty, assessment, cost, forfeiture or imposition for violation of an Environmental Law or Environmental Regulation, or to a claim, claim of lien or lien (whether against the Demised Premises, the District, or the District's properties) for response costs, damages or other costs pursuant to any Environmental Law or Environmental Regulation; or

(3) any purpose that would cause the Demised Premises to be listed on the National Priorities List or with CERCLIS. Should the District at any time so request, CORPORATION shall execute and deliver to the District certifications, in reasonable form and content, concerning environmental covenants and warranties made by CORPORATION in this Agreement. The District may obtain such certifications, at the District's option, from CORPORATION's officers, employees, agents, invitees or other independent contractors, or other persons having knowledge of the use of the Demised Premises hereunder.

(d) Release of Hazardous Materials; Claim.

CORPORATION agrees to immediately notify the District upon the occurrence of any storage, generation, release, disposal or placing of any Hazardous Substance of any kind in, on, about or under the Demised Premises in violation of any Environmental Law, Environmental Regulation, order of an Environmental Regulator, or any permit issued by an Environmental Regulator, regardless of the source of other circumstances thereof. Further, CORPORATION shall immediately notify the District in writing of the receipt of any notice, order, correspondence, communication or reasonably reliable information that:

(1) a permit is required from any Environmental Regulator for the use or operation by CORPORATION, its agents or invitees upon the Demised Premises;

(2) a summons, citation, order directing compliance or inquiry has been or is being issued or made by any Environmental Regulator;

(3) any Environmental Regulator or third party has demanded or asserted any right of recovery for payment or reimbursement, or any claim, claim of lien or lien against the Demised Premises for clean-up costs, damages, or other costs incurred, under or pursuant to any Environmental Law, Environmental Regulation, or the common law;

(4) the Demised Premises are or will be listed on the National Priorities List or with CERCLIS;

(5) any fine, penalty, assessment, cost, forfeiture or imposition has been, is being, will be or is sought to be imposed against CORPORATION, its agents or invitees, or the District, or violation or asserted violation by CORPORATION, its agents or invitees of any Environmental Law, Environmental Regulation, an order of an Environmental Regulator or any permit issued by an Environmental Regulator; or

(6) any clean-up, remediation or other response action pursuant to any Environmental Law or Environmental Regulation has been, is being, or will be, commenced by any Environmental Regulator or third party with regard to the Demised Premises which would give rise to a claim, claim of lien or lien against the Demised Premises.

(e) Clean-up Plan.

In the event of any determination that, through actions by or attributable in any manner to CORPORATION, its agents or invitees, any Hazardous Substance has been stored, generated, located, released or disposed of in, on, about or under the Demised Premises, or that any storage facility is located in, on, about or under the Demised Premises, in violation of any Environmental Law, Environmental Regulation, order of an Environmental Regulator, or any permit issued by an Environmental Regulator, CORPORATION shall immediately so notify the District. Further, in each such instance, CORPORATION shall, at CORPORATION's sole cost and expense notify and keep the District fully informed of response actions proposed or necessary for clean-up or remediation, the details of plans and specifications therefor, and all developments related thereto. As soon as reasonably possible, after obtaining all necessary approvals, permits, and/or licenses of all appropriate governmental or quasi-governmental units, bodies or agencies, including, without limitation, Environmental Regulators, CORPORATION shall diligently prosecute the accomplishment of the response actions contemplated herein, at CORPORATION's sole cost and expense.

(f) Continuing Nature.

The environmental provisions of this Agreement shall survive the termination of the Agreement, such provisions to continue in full force and effect so long as the possibility of any environmental liability, claim, obligations or losses of the District, attributable to CORPORATION, its agents or invitees, shall exist.

(g) CORPORATION and District agree that the provisions of this Section 5.20 shall apply as to the Mullins Parcel for matters arising after the date of the Metcalf & Eddy Report under cover letter dated June 23, 2000 ("Report") a copy of which is attached hereto as EXHIBIT D, and that the Report shall be the agreed baseline as to the environmental condition of the property as of the date of the Study.

5.21 Environmental Indemnification

CORPORATION agrees to and shall indemnify, defend (by counsel acceptable to the District) and hold the District harmless from and against all of the following matters which may arise by virtue of the use or occupancy of the Demised Premises, by CORPORATION, its agents or invitees hereunder:

(a) any and all liabilities, claims, demands, obligations, losses, awards, judgments, or amounts paid in settlement or compromise thereof, and costs associated therewith, including reasonable attorney's fees, by virtue of any investigation, inquiry, suit, proceeding, action, cause of action, right to recovery, assessment, claim, claim of lien or lien of or by any Environmental Regulator, or any third party, with respect to the Demised Premises or any adjoining lands, for clean-up costs, damages, (including without limitation punitive or consequential damages, whether

foreseeable or unforeseeable), or costs pursuant to any Environmental Law, Environmental Regulation, or order of an Environmental Regulator or any common law right of recovery, including without limitation those arising from personal injury, death or property damage:

(b) any and all fines, penalties, assessments, forfeitures, payments, impositions or amounts paid in settlement or compromise thereon, together with costs associated therewith, including reasonable attorney's fees, imposed or obtained by or awarded to any Environmental Regulator or third party for violation of, non-compliance with, any Environmental Law or Environmental Regulation;

(c) any and all costs required to effect any necessary remediation or response action as to the release of any Hazardous Substance in, on under or affecting the Demised Premises, or into the air, any waters, or surrounding or adjoining properties;

(d) any and all costs required to rectify any non-compliance in connection with the Demised Premises or any surrounding or adjoining properties, with Environmental Laws, Environmental Regulations, orders of Environmental Regulators or permits issued by Environmental Regulators;

(e) any breach of the environmental warranties or covenants of CORPORATION contained herein;

(f) in connection with the foregoing, any and all costs of any required engineering or other professional services, inspection or audits, and an closure or other required plans and specifications, and:

(g) CORPORATION acknowledges and agrees that the environmental indemnity provisions contained herein, and CORPORATION's obligations and liabilities arising under such provisions, are exclusive of, and in addition to, the other obligations of CORPORATION under the Agreement.

(h) CORPORATION and DISTRICT agree that the provisions of this Section shall apply as to the Mullins Parcel for matters arising after the date of a Phase II environmental study ("Study") of the Mullins Property, to be performed within promptly after execution of this Agreement, the cost of which shall be shared equally by the CORPORATION and DISTRICT, by an environmental engineering firm acceptable to both parties (the parties agree that the District's consulting engineers for environmental and geotechnical services are acceptable to both parties), and that the Study shall be the agreed upon baseline as to the environmental condition of the property as of the date of the Study; further provided, that if the Study shall show ground contamination (other than that reflected in the Metcalf and Eddy Report) either District or Corporation shall have the right to submit the issue of Corporation's responsibility for same, the amount of damages and obligations for remediation to binding arbitration in Palm Beach County under the "Regular Track" Rules of the American Arbitration Association. Corporation acknowledges that it shall be responsible for ground contamination caused by Corporation during

Corporation's prior periods of occupancy of the Mullins Property. Neither party shall be responsible for the other party's attorneys fees or costs in connection with the arbitration.

5.22 General Indemnification.

In addition to the other indemnifications set forth herein, CORPORATION hereby covenants and agrees to indemnify and to save harmless the District and its Board members, officers, agents and employees, from and against any and all claims, demands, costs, damages, debts, liabilities and causes of action of every kind or character whatsoever, whether in law or in equity, and including reasonable attorneys' fees and costs, by reason of any death, injury or damage to any person(s), or any damage to or destruction of property of CORPORATION, its agents (including its employees), or of any third persons, in, upon or respecting the Demised Premises or any other properties of the District, or any use of such properties, and arising in whole or in part out of CORPORATION's wrongful or negligent acts or omissions during the term of the Agreement, or possession thereof, unless the claims, demands, costs, damages, debts, liabilities or causes of action were caused, in whole or in part, by any active negligence on the part of DISTRICT or its Board members, officers, agents or employees. Further it is expressly agreed that the terms of CORPORATION's indemnifications of the District herein shall also cover and apply to the wrongful or negligent acts or omissions of all invitees of CORPORATION, and of all agents (including employees) of such invitees, while engaged in, or having entered upon the Demised Premises or any other properties of the District in connection with, any activities allowed to CORPORATION under this Agreement, as fully as if they were the acts and omissions of CORPORATION.

The indemnifications, obligations, and liabilities of CORPORATION under this Agreement shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the term of this Agreement or the transfer of all or any portion of the Demised Premises, or any interest in the Agreement.

5.23 Force Majeure.

In the event either the DISTRICT or CORPORATION is delayed in the performance of any of its obligations hereunder as a result of strikes, lockouts, wars, unavailability of materials, floods, unusual weather conditions, government regulations and acts, or other causes beyond that party's reasonable control, then the time for the performance of any such obligation so delayed shall be extended for the period of such delay. The provisions hereof shall not constitute a basis for non-payment or deferral of any amounts due hereunder, or a basis for extension of the terms of this Agreement.

5.24 Consent

At any time the other party's consent is required, said consent shall not be unreasonably withheld, unless this Agreement specifically permits that party to withhold consent in its sole discretion.

5.25 Signage on Mullins Parcel

District shall have the right to install, access and maintain billboard or other type signage (“Signs”) on the Mullins Parcel (and install, access and maintain utilities to service such Signs), and to retain all of the income therefrom. Such Signs shall be towards the westernmost end of the Mullins Parcel, and District shall use reasonable efforts to minimize impact on CORPORATION’s use of the remaining property within the Mullins Parcel, and shall not reduce the useable square footage of the Mullins Parcel by more than 10%, with pro rate reduction of Rent for the Mullins Parcel.

5.26 Mullins Parcel Reduction for Rail

District shall have the right to reduce the total square footage of the Mullins Property by up to 30% of the size of the Mullins Parcel as of the Effective Date, for re-configuration of the rail lines servicing the District, provided that the 30% figure shall be reduced by any amount that may have been theretofore taken under Section 5.25; and further provided that District shall replace the square footage by adding an equivalent amount of square footage to other property then under use by Corporation hereunder (fenced, graded, paved and lighted commensurate with the parcel to which it is being added), however, the rental for such relocated square footage shall be the same as the Mullins Property from which it was taken. It is anticipated that any such reduction in size shall be from the western end of the Mullins Property, and generally parallel to the southwest boundary. In the event of such replacement, all expenses of relocation to the replacement property, including without limitation, the physical relocation of cargo or equipment or other tangible property, or computer, utility, phone or other lines or connections, shall be at the cost of Corporation.

5.27 Sworn Statement

A condition to the effectiveness of this Agreement is the truthful execution of the Sworn Statement attached as Exhibit E.

LIST OF EXHIBITS

The following Exhibits are incorporated herein.

- Exhibit A - Primary Parcel
- Exhibit B - Mullins Parcel
- Exhibit C Guaranty
- Exhibit D Metcalf & Eddy Report dated June 23, 2000
- Exhibit E Sworn Statement

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

BY _____

Printed Name of
Witness: _____

Printed Name of
Witness: _____

CORPORATION:
TEETERS AGENCY & STEVEDORING,
INC., a Florida corporation

BY _____

Printed Name of
Witness: _____

Printed Name of
Witness: _____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license _____ as identification, as _____ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

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 President of TEETERS AGENCY & STEVEDORING, INC., a Florida corporation.

[SEAL]

NOTARY PUBLIC
My commission expires:

EXHIBIT C
GUARANTY

IN ORDER to induce Port of Palm Beach District to enter into that certain 2018 Amended And Restated Terminal User Agreement (“Terminal Agreement”) by and between the Port of Palm Beach District and TEETERS AGENCY & STEVEDORING, INC., A FLORIDA CORPORATION (“TAS”), Monarch Shipping Co., Ltd, a Bahamian Corporation (“Guarantor”) hereby covenants and agrees with the Port of Palm Beach District as follows:

1. The Guarantor hereby unconditionally and irrevocably guarantees to the Port of Palm Beach District, and to any subsequent holder of the aforementioned Terminal Agreement; (i) the due and punctual payment in full (and not merely the collectability) of all amounts due or to become due to the Port of Palm Beach District under said Terminal Agreement, in each case when due and payable; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, said Terminal Agreement, including any costs or reasonable attorneys' fees incurred by Port of Palm Beach District in the enforcement of the Terminal Agreement or any Guaranty, whether or not litigation is initiated, including attorneys' fees at trial, appellate and bankruptcy proceedings; and (iii) the due and punctual performance of all of the other terms, covenants and conditions contained in the said Terminal Agreement, on the part of TAS to be performed; and (iv) the unlimited payment of all other obligations and liabilities of the TAS to the Port of Palm Beach District.

2. The Guarantor expressly agrees that the Port of Palm Beach District or any subsequent holder of said Terminal Agreement may, in its sole and absolute discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any defaults under, or grant any other indulgences with respect to, said Terminal Agreement; (ii) modify, amend or change any provisions of said Terminal Agreement and/or effect any release, compromise or settlement in connection with said Terminal Agreement; (iii) assign or otherwise transfer said Terminal Agreement or this guaranty or any interest therein or herein, and (iv) deal in all respects with TAS as if this Guaranty were not in effect. The obligations of the Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of said Terminal Agreement, or any security given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of the Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Port of Palm Beach District, or any subsequent holder of said Terminal Agreement, of any remedies it may have against TAS, its successors and assigns, with respect to said Terminal Agreement, whether pursuant to the terms thereof or by law. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor either in the same action, if any, brought against TAS or in separate actions, as often as the Port of Palm Beach District, or any subsequent holder of said Terminal Agreement may deem advisable. No bankruptcy or other proceedings against the TAS shall limit the right of

the Guarantor to take credit against amounts due hereunder for any offsets to which the TAS would have been entitled but for such bankruptcy or other proceedings.

4. The Guarantor hereby expressly waives: (i) presentment and demand for payment of the principal or of interest on said Terminal Agreement and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under said Terminal Agreement and of all indulgences; (iv) demand for observance of or performance of, or enforcement of, any terms or provisions of this Guaranty or said Terminal Agreement; and (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive. The Guarantor agrees that in the event this Guaranty shall be enforced by suit or otherwise, the Guarantor will reimburse Port of Palm Beach District, or any subsequent holder of said Terminal Agreement, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees.

5. If the Guarantor shall advance any sums to TAS or its successors or assigns, or if TAS or its successors or assigns shall hereafter become indebted to the Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Port of Palm Beach District, or any subsequent holder of said Terminal Agreement, under said Terminal Agreement. Nothing herein contained shall be construed to give the Guarantor any right of subrogation in and to said Terminal Agreement or all or any part of the Port of Palm Beach District's interest therein, or the interest of any subsequent holder of said Terminal Agreement, until all amounts owing to Port of Palm Beach District, or such subsequent holder of said Terminal Agreement, have been paid in full.

6. Any notice or demand that must or may be given or made in connection with this Guaranty must be in writing and, unless receipt is expressly required, will be deemed given, delivered or made, as the case may be, when delivered by personal delivery or when mailed by Express Mail, or by certified or registered mail, return receipt requested - in any event, with sufficient postage affixed, and addressed to the parties as follows:

If to the Guarantor:
ATTN:
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

With copy to: John A. Turner, Esq.
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

If to Port of Palm Beach District:
Port of Palm Beach District
ATTN: Executive Director
Sixth Floor, One East Eleventh Street

Riviera Beach, Florida 33404

With copy to: Gregory C. Picken, Esquire
C/O Gary, Dytrych & Ryan, P.A.
701 U.S. Highway 1, Suite 402
North Palm Beach, Florida 33408
Fax No. 561 844-2388

Such addresses may be changed by notice pursuant to this Paragraph; but notice of change of address is effective only upon receipt. Guarantor agrees that a single notice to Guarantor in the manner provided in this Paragraph will be effective to bind said Guarantor for all purposes.

7. All rights and remedies afforded to the Port of Palm Beach District, or any subsequent holder of said Terminal Agreement, by reason of this Guaranty, said Terminal Agreement, or by law are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Port of Palm Beach District, or any subsequent holder of said Terminal Agreement, in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Port of Palm Beach District or any subsequent holder of said Terminal Agreement unless in writing and duly signed by the Port of Palm Beach District, or said subsequent holder of said Terminal Agreement. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right to remedy or of any other right or remedy of Port of Palm Beach District and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

8. The Guarantor represents and warrants that it has a financial interest in the TAS, that it has examined or has had an opportunity to examine documents referred to herein, that it has full power, authority and legal right to execute and deliver this Guaranty, and that this Guaranty is a binding legal obligation of the Guarantor given for good and valuable consideration.

9. This Guaranty shall inure to the benefit of, and be enforceable by the Port of Palm Beach District, its successors and assigns, and shall be binding upon, and enforceable against the Guarantor and his/her/its heirs, personal representatives and assigns.

10. It is understood and agreed by and between the parties hereto this Guaranty includes the entire understanding between the parties with respect to this Guaranty. The Port of Palm Beach District has not made any representation of any nature whatsoever for the purpose of inducing the execution of this Guaranty other than those set forth herein. The parties hereto expressly acknowledge there are no other agreements between the parties, written or oral, express or implied with respect to this Guaranty, and further that any changes, alterations or modifications to this Guaranty must be in writing and signed by the parties.

11. This Guaranty shall be construed under the laws of the State of Florida, and any action hereunder shall be in Palm Beach County, Florida.

GUARANTOR:
Monarch Shipping Co., Ltd, a Bahamian
Corporation

BY _____

Printed Name of
Witness: _____

Printed Name of
Witness: _____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____,
2018 by _____, who is personally known to me or who produced Florida
Driver's license _____ as identification, as _____ of Monarch Shipping
Co., Ltd, a Bahamian Corporation.

[SEAL]

NOTARY PUBLIC
My commission expires:

EXHIBIT D
Metcalf & Eddy Report dated June 23, 2000

EXHIBIT E
SWORN STATEMENT

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)

(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION

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 _____ whose business address is _____, 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 _____, a Florida _____ (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

2018
AMENDED AND RESTATED
LINE AGREEMENT

This Line Agreement ("Agreement"), made and entered into this ___ day of January, 2018 by and between the PORT OF PALM BEACH DISTRICT (hereinafter referred to as "District"), a political subdivision of the State of Florida, Sixth Floor, One East Eleventh Street, Riviera Beach, Florida 33404 (E-Mail addresses, subject to change as set forth in Section 17 of this Line Agreement: almira@portofpalmbeach.com; jgary@gdr-law.com) and Monarch Shipping Co., Ltd. (hereinafter referred to as "LINE"), a Bahamian corporation whose address for the purposes of this Agreement is c/o Teeters Agency & Stevedoring, Inc., 158 East Port Road, Warehouse 'A', Port of Palm Beach, Riviera Beach, FL 33404 (E-Mail addresses, subject to change as set forth in Section 17 of this Line Agreement: cteeters@aol.com; teetersw@bellsouth.net; john.turner@saul.com).

WITNESSETH

WHEREAS, District and LINE entered into a Line Agreement effective July 1, 2011, as amended by the Amended Line Agreement dated August 29, 2011, and

WHEREAS, District and Line desire to enter into this 2018 Amended and Restated Line Agreement upon the terms set forth herein, so as to amend and restate in its entirety that certain Amended Line Agreement dated August 29, 2011 (which has been extended month to month for the convenience of the parties, by Letter Dated May 10, 2016), as the same had been amended through the date hereof. District and LINE agree that this Agreement constitutes the only rights and duties that exist between the parties, and claims under prior agreements are released except as to (i) accrued charges, (ii) indemnities with regard to matters known and unknown and (iii) claims under policies of insurance.; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained the value of which is hereby acknowledged by the parties, it is mutually covenanted and agreed by and between the District and LINE as follows:

1. DEFINITIONS

(a) Agreement Year - shall mean a period of twelve calendar months commencing with the Effective Date.

(b) Effective Date – shall mean January 1, 2018.

(c) Tariff - shall mean DISTRICT's standard published then current tariff which is applicable to the users of Port facilities without separate contractual agreements, as such Tariff same may be amended time to time, and any successor tariff, the now current Tariff being Tariff No. 21, and shall mean (unless the term "now current Tariff" is used) the Tariff as in effect at the time a charge, right or obligation is claimed to have been incurred, or a right or obligation is claimed to have arisen. LINE acknowledges receipt of a copy of the current Tariff and agrees that the same is incorporated herein and forms a part of this Line Agreement as completely as if set forth herein in full. Accordingly, any amounts charged at Tariff hereunder are not fixed, and will vary with the Tariff as adopted by the Port of Palm Beach District from time to time. The term "Tariff" shall include all rail and other tariffs.

(d) Index - The term "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 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 LINE, 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.

(e) LINE — shall mean Monarch Shipping Co. Ltd., and all vessels owned or chartered by that entity. The term "chartered" shall mean chartered exclusively to LINE, and shall not include a vessel sharing arrangement.

(f) Calendar Quarter shall mean the three month periods from January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31, of any calendar year.

(g) Other words and phrases used herein, the masculine shall include the feminine and neutral gender, and vice versa. The terms "hereof", "herein", or "hereunder" or similar terms shall refer to this entire Agreement. Other defined terms shall be given meaning ascribed to them in various sections throughout this Agreement. Unless assigned a specific meaning herein, terms used herein shall have the meaning assigned in the Tariff of the District (for example "ton" shall mean "short ton" of 2000 pounds). "Custom and usage" between the parties, either prior to or after the execution of this Agreement shall not be applicable to the interpretation of any term.

2. TERM.

This Line Agreement shall be for a term of five (5) years ("Initial Term") commencing as of the Effective Date, and expiring five (5) years thereafter. The term "Agreement Year" shall mean a period of twelve months, with the first such period commencing on the Effective Date.

3. RENEWAL TERMS

Upon the expiration of the Initial Term LINE shall have the right, exercisable in its sole option, to renew this Agreement for up to a total of two (2) individual Renewal Terms of five (5) years each; provided, that this Agreement can only be renewed if, when and as that certain 2018 Amended and Restated Terminal User Agreement referred to in Section 7, is renewed. Each Renewal Term shall be upon the same terms, conditions and covenants as contained herein, and each year thereof shall be deemed a Lease Year. If LINE elects to exercise its option to renew this Agreement upon the expiration of the Initial Term or the then current Renewal Term, it shall furnish written notice of the exercise to the District not less than sixty (60) days-prior to the expiration of the Initial Term or the then current Renewal Term; provided, however, that LINE shall have no right to renew or give notice of renewal of this Agreement if LINE is then in default under this Agreement after notice of said default has been given and the same has not been cured during any applicable cure period. If all renewals have been exercised, then the District agrees that it will negotiate with LINE with respect to the terms of an extension agreement, but is not obligated to enter into any extension of this

Agreement or a new agreement with LINE, and does not agree that any such negotiations shall be conducted exclusively with LINE.

4. WHARFAGE, DOCKAGE, OTHER TARIFF RATES AND CHARGES; MINIMUM GUARANTIES

(a) Rates. This Agreement is supplementary to the Tariff, and except for those charges and fees specified herein, LINE shall pay unto the District all the applicable rates and charges set forth in the Tariff, including without limitation, potable water, line handling, equipment rental, security requirements, security fees, terminal operating fees, wharfage, dockage and harbor master fees. Unless specifically set forth herein, no rates are guaranteed. All matters not addressed herein shall be governed by the Tariff, and terms used herein, whether or not capitalized shall have the meaning set forth in the Tariff. LINE acknowledges receipt of a copy of the Tariff as in effect on the date hereof, and the availability of same via the Internet.

(b) Cargo Wharfage. For all cargo not described in Section 4(c), wharfage shall be at Tariff until LINE shall have achieved 35,000 Short Tons for cargo in an Agreement Year; thereafter in the same Agreement Year, additional cargo wharfage shall be at Tariff less 8%; and after LINE shall have achieved 50,000 Short Tons for cargo in that same Agreement Year, additional cargo wharfage shall be at Tariff less 15%.

(c) Annual Minimum Vehicle Guaranty. For each Agreement Year, LINE guaranties payment of the following annual minimum vehicle wharfage ("Annual Minimum Vehicle Guaranty"), with the first year commencing on the Effective Date:

RATES	
AUTOMOBILES, VANS, MOTORCYCLES, PICKUP TRUCKS, SUV'S — with or without cargo, new or used	
Annual Guaranty of 2,374 vehicles per month	Payable monthly in the amount of \$2,997.18 per month
Over 2,374	\$15.15 per vehicle, payable monthly, after shipment
BUSES/MOBILE SPECIALIZED VEHICLES, COMMERCIAL TRUCKS, COMMERCIAL VEHICLES with or without cargo, new or used	
Annual Guaranty of 540 vehicles	Payable monthly in advance on the first day of each month in the amount of \$1,363.50
Over 540	\$30.30 per vehicle, payable monthly, after shipment

The above rates are subject to adjustment as provided in Section (d) (provided that the rates, as adjusted, shall not exceed Tariff less 30%). In addition to the above fees, LINE shall pay all applicable NCIB fees, Security fees based on wharfage are additional, per the Tariff.

(d) Adjustment. Beginning with first day of the second year of this Agreement, and each anniversary thereof; including all renewal terms, if any, the rate subject to adjustment under this provision ("Rate") 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 Rate shall never be less than the Rate applicable to the year just ending, with a maximum upward adjustment of 5% and a minimum upward adjustment of 3%.

(e) Dockage. Initially, Dockage shall be billed at the Preferred Dockage Rate Table, provided that there shall be a minimum of three (3) sailings per calendar month ("Monthly Minimum Sailings Guaranty"), computed monthly, otherwise Tariff shall apply.

(1) If, in any Agreement Year, the Line makes at least 36 calls at the Port of Palm Beach, Year, then, in the succeeding Agreement Year, Dockage shall be charged in accordance with the Preferred Dockage Rate Table, for all calls at the Port of Palm Beach occurring in such succeeding year,.

(2) If, in any Agreement Year, the Corporation fails to make 36 calls at the Port of Palm Beach, then, in the succeeding Agreement Year, Dockage shall be charged at Tariff for all calls at the Port of Palm Beach occurring in such succeeding year.

Preferred Dockage Rates are as follows:

Preferred Dockage Rate Table	
LOA	\$2.303
GRT	\$0.206 per Ton W/M

The above rates are subject to adjustment as provided in Section **Error! Reference source not found.** Security fees based on dockage are additional, per the Tariff.

(f) Berthing. Per Section 0, a berth is not guaranteed, provided, DISTRICT agrees as follows:

If a Berthing Assignment, providing both arrival and departure times, is requested at least 72 hours in advance of arrival at the Pilot Station and approved by District, then:

- (A) If District is able to make a berth available at the scheduled arrival (per the Berthing Assignment) or within four hours thereafter (the "Four Hour Window"), then the dockage rates in the Preferred Dockage Rate Table shall apply.
- (B) If District does not make a berth available within the Four Hour Window, but makes a berth available by noon on the day of the scheduled arrival per the Berthing Assignment, then dockage shall be charged at 50% of the daily rate.
- (C) If District does not make a berth available within the Four Hour Window, but makes a berth available after noon on the day of the scheduled arrival per the Berthing Assignment, and Corporation does not work the vessel, then dockage shall not be charged for that day.

(g) Other charges. All other charges not specifically addressed herein shall be at Tariff.

(h) **Payment.** Payment of all charges for Wharfage, Dockage and other Tariff items shall be due and payable in accordance with the then current practices of the District, or as otherwise provided herein. LINE, or its agent, shall submit on a Wharfage statement (the "Wharfage Statement"), on a form approved by the Port of Palm Beach Finance Department, indicating the quantity and nature of all cargo loaded to and all cargo unloaded from Vessels, railcars and trucks pursuant to this Agreement, and showing the amount due to the District, which Wharfage Statement shall be accompanied by payment of the amounts due. The Wharfage Statement shall be signed and certified by LINE to be a true and correct copy. In addition, the District may request appropriate supporting documentation, at District's sole cost and expense, from a marine surveyor or other independent auditor to verify the quantity of cargo loaded to or from the terminal, and District shall have the privilege of examination of ships' manifests and shore tank gauging reports, pump flow meters and invoices used by LINE to determine the quantities of cargo involved. Failure to accurately report wharfage shall subject to LINE to wharfage penalties, audit fees, and other appropriate service charges.

(i) **Rates to Third Parties.** Nothing contained herein shall prohibit District from providing different rates to other Lines or users of the Port of Palm Beach or its facilities.

5. SALES TAX

LINE shall also pay any and all sales taxes imposed by the State of Florida or any other governmental authority, on any amounts paid by LINE hereunder, although the taxing statute or ordinance may purport to impose such sales tax upon DISTRICT. The payment of sales tax shall be paid by LINE at the same time as payment is being made with respect to which the sales tax is imposed.

6. INSURANCE

(a) **Public Liability Insurance.** LINE shall obtain public liability insurance from an insurance carrier satisfactory to DISTRICT 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 LINE, or any person acting for it or under its control or direction, 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 Line Agreement, in the amount required by Tariff, but not less than Five Million Dollars (\$5,000,000.00) for any property damage or loss from any one (1) accident, Five Million Dollars (\$5,000,000.00) for injury to anyone (1) person or Five Million Dollars (\$5,000,000.00) from any one (1) accident combined, single limit. DISTRICT reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Line Agreement as DISTRICT should determine to be commercially reasonable. If permitted by Line's insurance carrier, this coverage may be combined with coverage under the 2018 Amended and Restated Line Agreement referred to in Section 7.

(b) **Miscellaneous Provisions.** As a condition precedent to LINE' rights under this Line Agreement, LINE shall deliver to DISTRICT a copy of the binder of all insurances required of LINE hereunder, an 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 LINE shall insure DISTRICT and LINE as their respective interests may and shall show DISTRICT as an

additional named insured. All such policies required to be maintained by LINE 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 LINE shall be paid by LINE. Any policy required hereunder to be maintained by LINE or actually maintained by LINE 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 DISTRICT. Not less than thirty (30) days prior to the expiration of any insurance required herein to be maintained by LINE or actually carried by LINE, LINE shall deliver to DISTRICT a copy of the certificate of renewal thereof.

(c) Impairment of Coverage. LINE shall not make any use of any Port facilities which would make void or voidable any policy of fire or extended coverage insurance covering the Port facilities or other District property.

(d) LINE shall also provide to District for each of LINE's vessels, certificates evidencing the existence of the necessary insurance policies 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 LINE shall be paid by LINE. LINE shall also provide upon request by District for each of LINE's vessels a Certificate of Financial Responsibility (Water Pollution) issued by the Coast Guard's NPFC to a vessel operator providing evidence of financial responsibility, in accordance with the Oil Pollution Act of 1990 (OPA 90) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and all other insurances required by governmental authorities having jurisdiction.

7. DEFAULT OF LINE

If:

(i) LINE shall violate or materially default on any of the monetary covenants or conditions contained in this Agreement; or

(ii) LINE shall violate or materially default on any of the non-monetary covenants or conditions of this Agreement, and said violation and/or default shall continue for a period of at least fifteen (15) days after receiving written notification of said violation from the District ("Cure Period") (Provided, however, that if the default is of such a nature that the same is not susceptible of cure within the Cure Period, and if LINE shall have commenced cure and is diligently and continuously attempting cure, the Cure Period shall be extended for an additional thirty (30) days). For purposes of this subsection (ii) a violation of the Tariff shall never be deemed to be "not susceptible of cure"; or

(iii) TEETERS AGENCY & STEVEDORING, INC. ("Teeters") shall default under that certain 2018 Amended and Restated Terminal User Agreement ("Terminal User Agreement"), as amended on the execution date of this Amended and Restated Line Agreement, for lease of certain property by District;

then, in addition to all other rights and remedies that the District may have, in law or in equity, the District shall have the right and option of terminating this Agreement and of declaring the balance of all monetary obligations provided for in this Agreement to be immediately due and

payable, including without limitation the total of all Annual Minimum Vehicle Guaranty for all remaining periods in the then unexpired term.

The provisions of the Tariff shall govern as to violations of the Tariff.

This Agreement shall be co-terminus with the 2018 Amended and Restated Terminal User Agreement between DISTRICT and TEETERS AGENCY & STEVEDORING, INC., A FLORIDA CORPORATION, and a default by TEETERS AGENCY & STEVEDORING, INC., A FLORIDA CORPORATION under the 2018 Amended and Restated Terminal User Agreement shall be a default of this Agreement. LINE agrees that its consent is not required for amendments to the 2018 Amended and Restated Terminal User Agreement.

8. WAIVER

No mention in this Agreement of any specific right or remedy shall preclude the District from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or in equity, and the failure of the District to insist in any one or more instances upon a strict performance of any covenants of this Agreement, or to exercise any option or right herein contained, shall not be construed as a waiver or relinquishment for the future of such covenants, rights, or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by the District. The waiver by the District or any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. No covenant, term or condition of this Agreement, shall be deemed to have been waived by the District unless such waiver be in writing by the District. No payment by LINE or receipt by the District of a lesser amount of the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement, statement on any check, or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the District may accept such check or payment without prejudice to the District's right to cover the balance of such rent or pursue any other remedy in this Agreement heretofore provided.

9. COMPLIANCE WITH LAWS

LINE's operations 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 governments and regulatory authorities and of any and all their departments, agencies and bureaus having jurisdiction, 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 the Tariff and obtain and maintain all licenses and permits necessary for Corporation's operations.

10. FIRE PROTECTION

LINE shall furnish and supply all of its vessels with such portable and other fire extinguishing equipment as may be required by the District, by the City of Riviera Beach, Florida, United States Coast Guard, and other agencies of applicable jurisdiction.

11. ASSIGNMENT This Line Agreement is not assignable.

12. INDEMNITY

LINE shall indemnify and hold the District, its Commissioners, employees, consultants and agents harmless from and against any and all claims, actions, damages, liability and expense (including, without limitation, attorney's fees and costs incurred) (each a "Claim") in connection with the loss of life, personal injury and damage to property (including environmental damage) arising from LINE's operations (including, without limitation, construction performed by LINE, whether on or off District property), including claims of third parties, including, without limitation any of LINE's agents, contractors, employees, lessees, users, invitees or concessionaires against the District, occasioned wholly or in part by any action or omission of LINE, or any of its agents, contractors, employees, LINEs, users, invitees or concessionaires; provided however, any such Claim(s) shall not have arisen as a result of the gross negligence or willful misconduct of the District.

All indemnities contained herein shall survive termination until the applicable statute of limitations applicable to the Claim shall have expired.

13. AMENDMENTS INTEGRATION

No provision of this Agreement shall be amended or modified except by an instrument in writing signed by the parties hereto. This Agreement constitutes the whole agreement of the parties, and there are no other representations, warranties, or agreements written or oral outside of or separate from this Agreement. The captions or section headings contained in this Agreement are for convenience and reference only and in no manner alter or otherwise affect the substance hereof. This Agreement may be executed in several counterparts, each of which shall be considered an original.

14. FEDERAL MARITIME COMMISSION

This Agreement may be submitted to the Federal Maritime Commission pursuant to the Shipping Act of 1984, as may be amended.

15. DRAFTER

This Agreement has been freely and fully negotiated by the parties and no party hereto shall be deemed the drafter hereof for the purpose of construing the terms hereof.

16. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and in force to the fullest extent permitted by law

17. NOTICES

District and LINE herewith agree that a billing statement or other invoice from the District delivered in accordance with District's practices, shall constitute such written notice under this Agreement without the necessity of further notice under this Section. Further, a Wharfage Statement

generated by LINE in accordance with shall be sufficient notice to LINE without the necessity of further notice under this Section.

All notices required or contemplated by this Agreement shall be in writing and shall be delivered in person, facsimile, or by United States Certified Mail (Return Receipt Requested). By giving at least ten (10) days prior written notice to the other party, either party may change its address for notices hereunder. No more than two mailing addresses can be specified at any one time.

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery, and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Rejection, other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Notwithstanding the foregoing, all notices, except default notices, may be given to Line by Email at the addresses given in the opening paragraph of this Agreement.

If to Line:
ATTN:
158 East Port Road, Warehouse 'A',
Riviera Beach, FL 33404

With copy to: John A. Turner, Esq.
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

If to Port of Palm Beach District:
Port of Palm Beach District
ATTN: Executive Director
Sixth Floor, One East Eleventh Street
Riviera Beach, Florida 33404

With copy to: Gregory C. Picken, Esquire
C/O Gary, Dytrych & Ryan, P.A.
701 U.S. Highway 1, Suite 402
North Palm Beach, Florida 33408
Fax No. 561 844-2388

18. NO GUARANTY OF BERTH

LINE Lessee acknowledges that no assignment of berth is guaranteed and District makes no promise or warranty that the channel will be open, that a pilot will be available, that navigational constraints will not occur or that other vessel conflicts (including without limitation, seized vessels, beam-width of other vessels in the slip, derelict vessels, disabled vessels, sunken vessels, etc.) will not occur, or other matters outside the control of the District will not occur which will prevent berthing. The release of vessels into the channel is based upon District's practices and policies then in effect and the determination of the pilots. LINE further agrees that the District shall not be liable in damages or any kind or nature, including without limitation, demurrage, for any failure to provide the Preferred Berth.

LINE shall take such steps as it deems appropriate to mitigate any damages which it might suffer as a result of the District's inability to provide berths.

19. SLIP DEPTH

LINE shall not rely on any hydrographic information source, including materials published by the District. The District does not guaranty the depth of any of the District's slips, berths, approaches, channel, turning basin, or any other location, and shall not have any liability to LINE with respect to same. If, at any time, the depth of the water in the channel, turning basin or approaches is less than thirty-three (33) feet, and one of LINE's vessels strikes the bottom when attempting to come into a berth, LINE shall give the District written notice thereof. In the event the deficiency is in an area of the channel, turning basin or approaches for which the Army Corps of Engineers has responsibility and jurisdiction for dredging, the District shall notify the Army Corps of Engineers, but shall not be liable for any delay caused solely by the Army Corps of Engineers. The District shall use its best efforts to cause the applicable governmental agency to maintain Congressional mandated depths of the channel and turning basin.

20. GENERAL PROVISIONS

(A) Gender: Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(B) Successors and Assigns: The terms, provisions, covenants, and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors and assigns, otherwise expressly provided in this Agreement.

(C) Authority: Each party agrees to furnish to the other, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of such party to enter into this Agreement.

(D) Captions: The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope of intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

(E) Invalidity: If any clause, provision, or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impart, or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Agreement that in lieu of each such clause, phrase, provision or portion of this Agreement that it is invalid or unenforceable, there be added as a part of this Agreement a clause, phrase, provision or portion as similar in team in such invalid or unenforceable clause, phrase, provision, or portion as may be possible and be valid and enforceable.

(F) Waiver of Trial by Jury. It is mutually agreed by and between the parties hereto that they each waive trial by injury in any action, proceeding, or counterclaim brought by either of them against the other on any matter arising out of, or in any way connected with, this Agreement.

(G) Venue and Jurisdiction: This Agreement shall be governed by and construed under the Laws of the State of Florida, and the exclusive venue for any litigation shall lie in the Courts of Palm Beach County, Florida. District and LINE agree to informal mediation of disputes hereunder prior to commencing litigation.

(H) Attorneys' Fees: The parties hereto agree that the party awarded the net judgment in any court proceeding for the enforcement, defense, or interpretation of either party's rights under this Agreement, whether it be at trial, on appeal, or in bankruptcy proceedings, shall be entitled to recover all of its costs including reasonable attorneys' fees from the non-prevailing party. It is intended by this subparagraph that only one party to this Agreement be awarded costs and attorneys' fees.

(I) Public Entity Crimes: This Agreement shall not be in effect unless and until Lessee has presented to the District a fully completed, executed, and notarized sworn statement in the form attached hereto as EXHIBIT B.

THE NEXT PAGE IS THE SIGNATURE PAGE

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:

PORT OF PALM BEACH DISTRICT:

BY: _____

Printed Name of Witness

Printed Name of Witness

LINE:

Monarch Shipping Co., Ltd., a Bahamian Corporation

BY: _____

Printed Name of Witness

Printed Name of Witness

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me or produced _____ as identification, as _____ of THE PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

Signature of Notary
State of Florida

NOTARY STAMP:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me or produced _____ as identification, as _____ of Monarch Shipping Co., Ltd., a Bahamian Corporation.

Signature of Notary
State of Florida

NOTARY STAMP:

EXHIBIT A
GUARANTY

IN ORDER to induce Port of Palm Beach District to enter into that certain 2018 Amended And Restated Line Agreement (“Line Agreement”) by and between the Port of Palm Beach District and Monarch Shipping Co., Ltd, a Bahamian Corporation (“Monarch”), TEETERS AGENCY & STEVEDORING, INC., A FLORIDA CORPORATION (“Guarantor”) hereby covenants and agrees with the Port of Palm Beach District as follows:

1. The Guarantor hereby unconditionally and irrevocably guarantees to the Port of Palm Beach District, and to any subsequent holder of the aforementioned Line Agreement; (i) the due and punctual payment in full (and not merely the collectability) of all amounts due or to become due to the Port of Palm Beach District under said Line Agreement, in each case when due and payable; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, said Line Agreement, including any costs or reasonable attorneys' fees incurred by Port of Palm Beach District in the enforcement of the Line Agreement or any Guaranty, whether or not litigation is initiated, including attorneys' fees at trial, appellate and bankruptcy proceedings; and (iii) the due and punctual performance of all of the other terms, covenants and conditions contained in the said Line Agreement, on the part of MONARCH to be performed; and (iv) the unlimited payment of all other obligations and liabilities of the MONARCH to the Port of Palm Beach District.
2. The Guarantor expressly agrees that the Port of Palm Beach District or any subsequent holder of said Line Agreement may, in its sole and absolute discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any defaults under, or grant any other indulgences with respect to, said Line Agreement; (ii) modify, amend or change any provisions of said Line Agreement and/or effect any release, compromise or settlement in connection with said Line Agreement; (iii) assign or otherwise transfer said Line Agreement or this guaranty or any interest therein or herein, and (iv) deal in all respects with MONARCH as if this Guaranty were not in effect. The obligations of the Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of said Line Agreement, or any security given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.
3. The liability of the Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Port of Palm Beach District, or any subsequent holder of said Line Agreement, of any remedies it may have against MONARCH, its successors and assigns, with respect to said Line Agreement, whether pursuant to the terms thereof or by law. Any one or more successive and/or concurrent actions may be brought hereon against the Guarantor either in the same action, if any, brought against MONARCH or in separate actions, as often as the Port of Palm Beach District, or any subsequent holder of said Line Agreement may deem advisable. No bankruptcy or other proceedings against the MONARCH shall limit the right of the Guarantor to take credit against amounts due hereunder for any offsets to which the MONARCH would have been entitled but for such bankruptcy or other proceedings.
4. The Guarantor hereby expressly waives: (i) presentment and demand for payment of the principal or of interest on said Line Agreement and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under said Line Agreement and of all indulgences; (iv) demand for observance of or performance of, or enforcement of, any terms or provisions of this Guaranty or said Line Agreement; and (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive. The Guarantor agrees that in the event this Guaranty shall be enforced by suit or otherwise, the Guarantor will reimburse Port of Palm Beach

District, or any subsequent holder of said Line Agreement, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees.

5. If the Guarantor shall advance any sums to MONARCH or its successors or assigns, or if MONARCH or its successors or assigns shall hereafter become indebted to the Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Port of Palm Beach District, or any subsequent holder of said Line Agreement, under said Line Agreement. Nothing herein contained shall be construed to give the Guarantor any right of subrogation in and to said Line Agreement or all or any part of the Port of Palm Beach District's interest therein, or the interest of any subsequent holder of said Line Agreement, until all amounts owing to Port of Palm Beach District, or such subsequent holder of said Line Agreement, have been paid in full.

6. Any notice or demand that must or may be given or made in connection with this Guaranty must be in writing and, unless receipt is expressly required, will be deemed given, delivered or made, as the case may be, when delivered by personal delivery or when mailed by Express Mail, or by certified or registered mail, return receipt requested - in any event, with sufficient postage affixed, and addressed to the parties as follows:

If to the Guarantor:
ATTN:
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

With copy to: John A. Turner, Esq.
C/O Arnstein & Lehr, LLP
515 N. Flagler Drive, Suite 600
West Palm Beach, FL 33401

If to Port of Palm Beach District:
Port of Palm Beach District
ATTN: Executive Director
Sixth Floor, One East Eleventh Street
Riviera Beach, Florida 33404

With copy to: Gregory C. Picken, Esquire
C/O Gary, Dytrych & Ryan, P.A.
701 U.S. Highway 1, Suite 402
North Palm Beach, Florida 33408
Fax No. 561 844-2388

Such addresses may be changed by notice pursuant to this Paragraph; but notice of change of address is effective only upon receipt. Guarantor agrees that a single notice to Guarantor in the manner provided in this Paragraph will be effective to bind said Guarantor for all purposes.

7. All rights and remedies afforded to the Port of Palm Beach District, or any subsequent holder of said Line Agreement, by reason of this Guaranty, said Line Agreement, or by law are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Port of Palm Beach District, or any subsequent holder of said Line Agreement, in exercising any such right or remedy shall operate as a waiver thereof. No waiver

of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Port of Palm Beach District or any subsequent holder of said Line Agreement unless in writing and duly signed by the Port of Palm Beach District, or said subsequent holder of said Line Agreement. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right to remedy or of any other right or remedy of Port of Palm Beach District and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

8. The Guarantor represents and warrants that it has a financial interest in the MONARCH, that it has examined or has had an opportunity to examine documents referred to herein, that it has full power, authority and legal right to execute and deliver this Guaranty, and that this Guaranty is a binding legal obligation of the Guarantor given for good and valuable consideration.

9. This Guaranty shall inure to the benefit of, and be enforceable by the Port of Palm Beach District, its successors and assigns, and shall be binding upon, and enforceable against the Guarantor and his/her/its heirs, personal representatives and assigns.

10. It is understood and agreed by and between the parties hereto this Guaranty includes the entire understanding between the parties with respect to this Guaranty. The Port of Palm Beach District has not made any representation of any nature whatsoever for the purpose of inducing the execution of this Guaranty other than those set forth herein. The parties hereto expressly acknowledge there are no other agreements between the parties, written or oral, express or implied with respect to this Guaranty, and further that any changes, alterations or modifications to this Guaranty must be in writing and signed by the parties.

11. This Guaranty shall be construed under the laws of the State of Florida, and any action hereunder shall be in Palm Beach County, Florida.

GUARANTOR:
TEETERS AGENCY & STEVEDORING, INC.,
A FLORIDA CORPORATION

BY _____

Printed Name of
Witness: _____

Printed Name of
Witness: _____

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of TEETERS AGENCY & STEVEDORING, INC., A FLORIDA CORPORATION.

[SEAL]

NOTARY PUBLIC
My commission expires:

EXHIBIT B
SWORN STATEMENT

(SECTION 287.133(3)(A)) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES)
(NOTE: THIS MUST BE COMPLETED WITHOUT ALTERATION OR QUALIFICATION
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 _____ whose business address is _____, 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 _____, a Florida _____ (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**

**NEW BUSINESS
ITEM J-2**

PREPARED BY: Carl Baker Director of Planning & Development January 3, 2018

SUBJECT: CCNA Selection for Engineering Services

BACKGROUND INFORMATION: At the December 2017 Board meeting, the Board was presented with the finding of the review committee. After discussion and a short-listing vote, the Board announced that the following companies were selected to present at the January 18, 2018 Board meeting:

Bermello, Ajamil & Partners
E.C. Fennel Engineering Consultants
HDR Engineering
Kimley-Horn

Attached is a copy of the ranking sheet that will be placed in your folders on the dais. The firm receiving 3 (three) or more 1st place votes will be ranked Number One. In the event of a tie for 1st or 2nd place, the Board will vote a second time and rank only the two firms that tied.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: None at this time

RECOMMENDATION: Following the presentations, the Board of Commissioners is respectfully requested to rank the firms in order, 1 – 2 – 3 – 4, and to authorize the Executive Director to negotiate an agreement with the number one ranked firm. If for any reason negotiations with the number one ranked firm are unsuccessful, the Executive Director will then be authorized to enter into negotiations with the other firms in order of their ranking.

Respectfully Submitted By:



Manuel Almira, Executive Director

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

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

**NEW BUSINESS
ITEM J-3**

PREPARED BY: Carl Baker

Director of Planning & Development

January 5, 2018

SUBJECT: Re-engagement on the Inland Port Process

BACKGROUND INFORMATION: There is a renewed interest in the development of an Inland Port type facility in the Western Communities. On January 4, 2018, Commissioner Waldron, Executive Director Almira, Richard Pinsky and Carl Baker attended a meeting at the Northern Palm Beach County Improvement District. Their Executive Director O'Neal Bardin stated that the District has the ability to finance Bonds in the amounts needed to start this project. Various financing and legislative options were discussed and future development is feasible.

It is not our intention to restart the previous versions of Inland Port. Instead, we would like to see if development is possible of a small Commerce Park, with warehousing and light manufacturing, and then see what, if anything, develops from that.

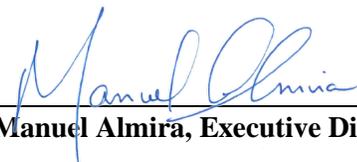
ADDITIONAL INFORMATION ATTACHED:

No X Yes

FINANCIAL IMPACT: None at this time

RECOMMENDATION: That the Board allow Commissioner Waldron and Staff to determine a realistic level of interest in the development of a commerce park in the Western Communities, by speaking to land owners and appropriate governmental and business agencies that could assist with this development. Commissioner Waldron and Staff will report to the Board as needed to update them on their finding. There will be no commitment of Port funds during this process.

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: _____