



**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 of Commissioners Meeting
4:00 p.m.
Wednesday, February 21, 2018**

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

- THIS MEETING IS OPEN TO THE PUBLIC -

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

I. REGULAR BOARD MEETING

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ATTORNEY/CLIENT EXECUTIVE SESSION

LM Heavy Civil Construction, LLC v. Port of Palm Beach District
Case No. 502017CA005376XXXMB, pending in Circuit Court in and for Palm Beach County, Florida

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

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

The Chair shall announce:

- 1) The Attorney/Client Closed-Door Executive Session**
- 2) The estimated length of time is 45 minutes**

- 3) The names of the persons attending:**
 - Commissioner Blair J. Ciklin**
 - Commissioner Jean L. Enright**
 - Commissioner Peyton W. McArthur**
 - Commissioner Wayne M. Richards**

Commissioner Katherine M. Waldron

Executive Director Manuel Almira

Port Attorney Gregory C. Picken, Esq.

Port Attorney Donald Bicknell, Jr., Esq.

Court Reporter Susan Kruger

- 4) Attendees of the Attorney/Client Closed-Door Executive Session will relocate from the Board Room to the Conference Room.**

D. APPROVAL OF THE MINUTES

Documents:

D REGULAR MEETING MINUTES 01182018.PDF

E. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

F. CONSENT AGENDA

Documents:

F CONSENT AGENDA.PDF

F.1. Financial Statements For December 2017

Documents:

F-1 FINANCIAL STATEMENTS FOR DECEMBER.PDF

F.2. Financial Reports For December 2017

Documents:

F-2 CARGO REPORTS AND CUSTOMER PERFORMANCE SUMMARY FOR DECEMBER.PDF

F.3. Cash And Investments For December 2017

Documents:

F-3 CASH AND INVESTMENTS FOR DECEMBER.PDF

F.4. Accountant's Report For December 2017

Documents:

F-4 ACCOUNTANTS REVIEW REPORT FOR DECEMBER.PDF

F.5. Contract Renewals

Documents:

F-5 CONTRACT RENEWALS.PDF

F.6. Contract Report

Documents:

F-6 CONTRACT REPORT.PDF

F.7. Business Development

Documents:

F-7 BUSINESS DEVELOPMENT.PDF

F.8. Public Relations & Marketing

Documents:

F-8 PUBLIC RELATIONS AND MARKETING.PDF

F.9. Community Grants

Documents:

F-9 COMMUNITY GRANTS.PDF

F.10. Rejection Of RFPs & Authorization To Re-Advertise

Documents:

F-10 REJECTION OF RFPS.PDF

F.11. RPB For Portwide Fence Screen Replacement

Documents:

F-11 RPB FENCE SCREEN REPLACEMENT.PDF

F.12. RFB For Pest Control & Termite Services

Documents:

F-12 RFB PEST CONTROL AND TERMITE SERVICES.PDF

F.13. Approval Of Audit Committee Nominees

Documents:

F-13 AUDIT COMMITTEE NOMINEES.PDF

G. DISTRICT REPORTS

G.1. Executive Director's Report

Documents:

G-1 EXECUTIVE REPORT.PDF

G.2. Engineering Report

Documents:

G-2 ENGINEERING REPORT.PDF

G.3. Governmental Affairs Report

Documents:

G-3 GOVERNMENTAL AFFAIRS REPORT.PDF

G.4. Commission Report - Inland Port

Documents:

G-4 COMMISSION REPORT.PDF

H. OLD BUSINESS

H.1. Peanut Island Update

Documents:

H-1 PEANUT ISLAND.PDF

H.2. Discussion Of Ticketing Policy For Community Grants And Business Development

Documents:

H-2 TICKETING POLICY.PDF

H.3. Consideration Of AECOM Work Order Amendment #4 - Berth 17 And Paving Project

Documents:

H-3 AECOM WORK ORDER.PDF

I. NEW BUSINESS

I.1. Approval Of Selected Firms For CCNA

Documents:

I-1CCNA SELECCTIONS.PDF

I.2. Approval Of Contract – Tropical Fence, Inc. - 11th Street Fencing Project

Documents:

I-2 APPROVAL OF CONTRACT FOR FENCING.PDF

I.3. Approval Of Palm Beach County Sheriff's Office Memorandum Of Understanding

Documents:

I-3 MOU.PDF

I.4. Approval Of Disposal Of Port Vehicles

Documents:

I-4 DISPOSAL OF VEHICLES.PDF

I.5. Approval Of Southeast Hay Distributors Lease Agreement

Documents:

I-5 SE HAY LEASE AGREEMENT.PDF

I.6. Approval Of Payment Of City Of Riviera Beach Building Permit Fee For The Main Rail Spurs Improvement Phase 1 Project

Documents:

I-6 APPROVAL OF PAYMENT FOR PERMIT FEE.PDF

J. COMMENTS FROM THE PUBLIC

K. COMMENTS FROM THE BOARD OF COMMISSIONERS

L. SET NEXT MEETING DATE

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

M. ADJOURNMENT

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

**APPROVAL OF MINUTES
ITEM D**

PREPARED BY: Venice Howard Deputy Clerk February 6, 2018

SUBJECT: Approval of the Minutes

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

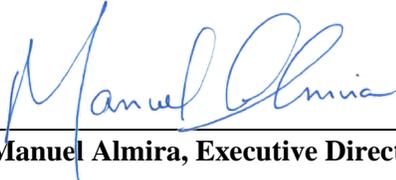
January 18, 2018 Regular Board of Commissioners Meeting

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review the minutes, advise staff of any necessary changes and approve the minutes of the January 18, 2018 Regular Board of Commissioners 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, January 18, 2018

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

4:00 p.m. - 6:46 p.m.

- - -

ATTENDING:

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

1 CHAIR CIKLIN: Okay, great. Could we please
2 rise for the Pledge of Allegiance.

3 (Pledge of Allegiance recited.)

4 CHAIR CIKLIN: Okay. So the first agenda
5 item, we have election of officers and passing of the
6 gavel. All right, we'll open it up for Chairman --
7 Chairperson, rather.

8 COMMISSIONER McARTHUR: Mr. Chairman, I'd
9 like to nominate Vice Chair Jean Enright for Chair.

10 CHAIR CIKLIN: All right, Jean Enright for
11 Chair. We don't need a second. Any other nominations?
12 If not, all in favor of Jean Enright for the new Chair,
13 say aye.

14 (A chorus of ayes.)

15 CHAIR CIKLIN: Opposed?

16 Well, congratulations, Ms. Enright. So we'll
17 go ahead and let you go ahead and finish the meeting.
18 And you can take the gavel, and you're up.

19 CHAIR ENRIGHT: Do I really want it?
20 Mr. Ciklin -- don't we have something for Commissioner
21 Ciklin?

22 EXECUTIVE DIRECTOR ALMIRA: Mr. Ciklin has
23 had enough over the years.

24 COMMISSIONER CIKLIN: The car. Where's the
25 car? Bring the car in.

1 EXECUTIVE DIRECTOR ALMIRA: And we will --

2 COMMISSIONER CIKLIN: That's okay. Yes,
3 thank you. I already told them that I don't need that,
4 another --

5 CHAIR ENRIGHT: Now we'll continue with the
6 appointments. Mr. McArthur, would you like to continue
7 to serve with the City of Riviera Beach?

8 COMMISSIONER CIKLIN: Well, we've got to
9 do --

10 CHAIR ENRIGHT: Oh, I forgot the Vice Chair.
11 Oh, wow. Mr. Ciklin.

12 COMMISSIONER CIKLIN: Yes, Peyton McArthur
13 for Vice Chair.

14 COMMISSIONER WALDRON: I second. Or you
15 don't need a second.

16 COMMISSIONER CIKLIN: No second.

17 CHAIR ENRIGHT: All in favor of Peyton
18 McArthur, please say aye.

19 (A chorus of ayes.)

20 CHAIR ENRIGHT: Congratulations,
21 Mr. McArthur. Unanimously you are now our new Vice
22 Chair.

23 Now, the next position is
24 Secretary/Treasurer.

25 VICE CHAIR McARTHUR: Madam Chair.

1 CHAIR ENRIGHT: Yes, sir.

2 VICE CHAIR McARTHUR: I'd like to nominate
3 Katherine Waldron.

4 CHAIR ENRIGHT: Any other nominations? There
5 are none. Thank you.

6 Ms. Waldron, hopefully you will accept.

7 All in favor, say aye.

8 (A chorus of ayes.)

9 CHAIR ENRIGHT: Congratulations.

10 COMMISSIONER WALDRON: Thank you. You too.

11 CHAIR ENRIGHT: Let's continue with the
12 appointment of committees.

13 Mr. McArthur, would you like to continue to
14 serve on the City of Riviera Beach for us?

15 VICE CHAIR McARTHUR: I will be glad to.

16 CHAIR ENRIGHT: Thank you.

17 And Ms. Waldron, the transportation and
18 planning agency, if you would like to continue?

19 COMMISSIONER WALDRON: Yes, that would be
20 great, um-hmm.

21 CHAIR ENRIGHT: I hoped you would. Thank
22 you.

23 COMMISSIONER WALDRON: Thank you.

24 CHAIR ENRIGHT: And I will continue on the
25 Business Development Board, unless someone else would

1 like to take it.

2 COMMISSIONER CIKLIN: No.

3 CHAIR ENRIGHT: Thank you. Now, let's go
4 further with the approval of minutes.

5 COMMISSIONER RICHARDS: So moved.

6 COMMISSIONER CIKLIN: Second.

7 CHAIR ENRIGHT: The minutes have been
8 properly approved and seconded. All in favor of the
9 minutes, say aye.

10 (A chorus of ayes.)

11 CHAIR ENRIGHT: Thank you. All in favor, say
12 aye, so we have five/zero.

13 Now, are there any additions, deletions,
14 presentations and announcements? I know the
15 presentation of the engineer will be last.

16 EXECUTIVE DIRECTOR ALMIRA: That is correct.

17 CHAIR ENRIGHT: Any Commissioners, any
18 additions?

19 VICE CHAIR McARTHUR: Madam Chairwoman.

20 CHAIR ENRIGHT: Yes.

21 VICE CHAIR McARTHUR: I spoke with Manuel.
22 I'd like staff to include in presentations an update on
23 the dredging and --

24 EXECUTIVE DIRECTOR ALMIRA: That's --

25 VICE CHAIR McARTHUR: -- and where the sand

1 is going and (inaudible) --

2 CHAIR ENRIGHT: Okay.

3 VICE CHAIR McARTHUR: Thank you.

4 CHAIR ENRIGHT: Any others? Corrections for
5 the minutes --

6 COMMISSIONER RICHARDS: I have one.

7 CHAIR ENRIGHT: Yes.

8 COMMISSIONER RICHARDS: Would we kindly move
9 J.3 up, the reengagement of the inland port process. I
10 think that's a short item. Do you support that?

11 COMMISSIONER WALDRON: Yes. After I.2 maybe?

12 COMMISSIONER RICHARDS: After I.2?

13 CHAIR ENRIGHT: I.2.

14 COMMISSIONER RICHARDS: Or after consent.

15 CHAIR ENRIGHT: Consent? All in favor?

16 That's fine with me.

17 COMMISSIONER RICHARDS: Thank you.

18 Appreciate it.

19 CHAIR ENRIGHT: Any others?

20 EXECUTIVE DIRECTOR ALMIRA: I also have one,
21 Commissioner.

22 CHAIR ENRIGHT: Yes.

23 EXECUTIVE DIRECTOR ALMIRA: I'd like to --
24 first of all, there is an award, a presentation award
25 for someone who's been here for 15 years; that's number

1 one.

2 And we'd also like to reorder the consent, or
3 actually the agenda, and that is to move I.2 following
4 H.2, meaning following, right after the engineering
5 report --

6 CHAIR ENRIGHT: Okay, I.2.

7 EXECUTIVE DIRECTOR ALMIRA: -- we will then
8 go on to I.2.

9 CHAIR ENRIGHT: Okay. Okay, let's proceed
10 with the consent agenda. Yes?

11 COMMISSIONER WALDRON: I have some questions
12 about one of them, G.10, so --

13 CHAIR ENRIGHT: Okay, let's start with G.10.

14 COMMISSIONER WALDRON: What's the -- who's in
15 charge of --

16 MS. HOWARD: Excuse me. We'll have to pull
17 that item from the agenda.

18 CHAIR ENRIGHT: Right. It's pulled, right.
19 Right, then we'll --

20 MS. HOWARD: -- consent agenda.

21 CHAIR ENRIGHT: Okay. All in favor of the
22 consent agenda, please say aye.

23 COMMISSIONER WALDRON: Aye. Well, we have
24 a -- I moved that we --

25 CHAIR ENRIGHT: Right, we moved, or she

1 moved.

2 MS. HOWARD: Anyone second?

3 COMMISSIONER WALDRON: I'll second it.

4 CHAIR ENRIGHT: She moved, and she can't
5 second, so we need a second.

6 COMMISSIONER RICHARDS: Second.

7 VICE CHAIR McARTHUR: Second.

8 CHAIR ENRIGHT: Second. Thank you. Okay.

9 EXECUTIVE DIRECTOR ALMIRA: Question is?

10 COMMISSIONER WALDRON: Oh, on the G.10,
11 what's the total amount that we spent fixing the roof?

12 EXECUTIVE DIRECTOR ALMIRA: That would be --
13 I'm going to have Ken Hern answer that, since he was in
14 charge of that particular project.

15 MR. HERN: Commissioner, the total project
16 cost was \$242,553.09.

17 COMMISSIONER WALDRON: Wow. So why did we
18 have to go back and fix another portion of it?

19 MR. HERN: Prior to the completion of the
20 project, Hurricane Irma came through and saturated the
21 finger roof over the valet. And as the workers were
22 walking across it, it was discovered when they
23 basically went through it, and that area had to be
24 recovered.

25 COMMISSIONER WALDRON: So when the first

1 inspector came, did he --

2 MR. HERN: There was a minor leak that had
3 been, because of the hurricane, exasperated and made a
4 lot worse.

5 COMMISSIONER WALDRON: Okay.

6 EXECUTIVE DIRECTOR ALMIRA: We qualified
7 for --

8 MR. HERN: We're in the process for several
9 FEMA claims for Matthew, which has been approved. The
10 funding has gone to the State. The State just has not
11 released it to the Port yet. And we also have a claim
12 in for this specifically, for Hurricane Irma.

13 COMMISSIONER WALDRON: For all of it?

14 MR. HERN: Yes, ma'am. All -- for the damage
15 caused by each hurricane. It's two separate incidents,
16 so we have to do two separate submissions.

17 COMMISSIONER WALDRON: Okay, thanks.

18 CHAIR ENRIGHT: Do you have any idea when we
19 will hear something from them? How long does it take?

20 MR. HERN: FEMA's approved the funding to go
21 to the State. The State has not released it back to us
22 yet. I have asked Richard Pinsky to take a look at it,
23 to see what's going on in Tallahassee, and we're
24 waiting on his response.

25 CHAIR ENRIGHT: Okay.

1 EXECUTIVE DIRECTOR ALMIRA: It appears,
2 Commissioner, if I can add, the same as for the other
3 ports. No one has received any information from FEMA
4 or any moneys from FEMA. Tallahassee is holding onto
5 it for now.

6 VICE CHAIR McARTHUR: The counties are having
7 the same situation.

8 CHAIR ENRIGHT: Any other comments? Okay,
9 let's continue. Let's go on with the voting for
10 consent agenda since we added 10. All in favor?

11 (A chorus of ayes.)

12 CHAIR ENRIGHT: Thank you.

13 Let's continue now. We need to go to --

14 EXECUTIVE DIRECTOR ALMIRA: The presentation.

15 CHAIR ENRIGHT: -- G.10.

16 MS. HOWARD: If we could have a motion on
17 that since we pulled it.

18 CHAIR ENRIGHT: Okay. All in favor of G.10,
19 please say aye.

20 COMMISSIONER WALDRON: I'll make a motion to
21 approve it.

22 COMMISSIONER RICHARDS: Second.

23 CHAIR ENRIGHT: Thank you. All in favor?

24 (A chorus of ayes.)

25 Thank you. Now, we rearranged after the

1 consent agenda. Let's go on to G.3.

2 EXECUTIVE DIRECTOR ALMIRA: Commissioner, if
3 we can, can we make the presentation for Ken Hern at
4 this point?

5 CHAIR ENRIGHT: Okay.

6 COMMISSIONER WALDRON: Oh, yes.

7 CHAIR ENRIGHT: Oh, we forgot you.

8 EXECUTIVE DIRECTOR ALMIRA: Commissioners,
9 I'd like to remind each of us that Mr. Ken Hern has
10 been with us for 15 long years. He told me it seems
11 like 40. And that said, we do have a plaque for him.
12 So if you'd like, will you please --

13 CHAIR ENRIGHT: Come on, all of us; all,
14 everyone.

15 (Discussion held off the record.)

16 EXECUTIVE DIRECTOR ALMIRA: Thank you.
17 Fifteen years. What do you say, Ken, 15 more?

18 MR. HERN: Sure, why not?

19 COMMISSIONER CIKLIN: Fifteen minutes at
20 least, right?

21 MR. HERN: Trying to catch Commissioner
22 Ciklin.

23 COMMISSIONER CIKLIN: Well, you're close.

24 CHAIR ENRIGHT: J.3.

25 EXECUTIVE DIRECTOR ALMIRA: J.3.

1 COMMISSIONER CIKLIN: Is that where we're --

2 CHAIR ENRIGHT: Right, because we rearranged
3 it after the consent agenda.

4 EXECUTIVE DIRECTOR ALMIRA: Inland port. All
5 right, J.3 is the rearrangement of the inland port
6 process. I'd like to have Carl come up and make that
7 presentation.

8 MR. BAKER: Commissioners, good afternoon.
9 Carl Baker, Director of Planning. I had planned on
10 saying good evening, because I thought I would be
11 giving this presentation about 7:00 tonight.

12 So several weeks ago there was a meeting of
13 the Northern Palm Beach County Improvement District
14 with their Executive Director O'Neal Bardin and the
15 Deputy Director Dan Beatty. For the Port, there was
16 Commissioner Waldron, Mr. Almira, Mr. Pinsky and
17 myself.

18 The takeaway from this meeting was that the
19 Improvement District has the ability and the
20 willingness to issue bonds that can be used for the
21 construction of infrastructure to develop an inland
22 port site.

23 I am not here to speak of the previous inland
24 port initiative. That project was based on assumptions
25 that were overcome by reality. Instead, we need to try

1 a different track, something simple, a commerce or a
2 logistics park, 200 to 300 acres. Not a lot, but after
3 all, look what we're doing here with 165 acres. Build
4 two multipurpose warehouses. Talk to the Business
5 Development Board and have them find a small
6 manufacturing company to put in one of them. Put out
7 an RFP for a truck stop. Sit back, see what develops.

8 We are asking the Board for permission to
9 have Commissioner Waldron and Port staff talk to
10 various business groups and governmental organizations
11 to determine what kind of realistic support there might
12 be for this project. We are not asking for, nor are we
13 looking to spend any money. We just want to talk. And
14 I know that Commissioner Waldron has a few things she
15 would like to say.

16 COMMISSIONER WALDRON: Yes, thank you, Carl.

17 First of all, I'd just like to give a
18 shout-out to Jim Gibbs -- I think he's in the
19 audience -- because he's actually the one who kind of
20 pulled this meeting together with Northern Improvement
21 District.

22 As Carl said, this isn't about the Port
23 putting up any money. This is about us acting as a
24 catalyst to help perhaps start a commerce park that
25 could maybe eventually, down the road, turn into

1 something bigger.

2 So I was in Tallahassee for Palm Beach County
3 Days last week and was brought into a meeting with the
4 Mayor of Belle Glade, as well as Gaston from Florida --
5 the sugar guys. And they are very much interested in
6 working with us on this.

7 I made it very clear that they need, the
8 Glades needs to find the land, you know, because
9 without that, Northern Improvement District really
10 can't get their arms around -- do anything for us. So
11 the intent of this would be for us to reach out to
12 business groups like the BDB, to work with them to see
13 if there's enough to get the commerce park started and
14 go from there.

15 So again, there's no money. It's more just
16 us acting as a catalyst to help promote and work with
17 the Glades and go from there. So that's about it.

18 CHAIR ENRIGHT: Any comments, Commissioners?

19 Yes, Mr. Ciklin.

20 COMMISSIONER CIKLIN: I think that's fine if
21 Katherine, you know, wants to, you know, spend her
22 time. And she's very passionate about this, which is
23 great. But as long as our staff doesn't have to spend
24 a lot of time on this, because we've already gone
25 through this. You know, years ago we put a lot of

1 money into it, and you know, some of the things we
2 found out, it probably shouldn't even be called an
3 inland port. It's really not anything to do with this
4 Port. Maybe some other port, Miami or Port Everglades.

5 But you know, if we can get something
6 happening out in the Glades, that would be
7 unbelievable. So I think it's a great idea, and she's,
8 you know, kind of passionate about this, so I wish her
9 well, and I hope -- hopefully through the County and
10 the cities out west, maybe we can, you know, find
11 something to, you know, to help facilitate it. So --

12 CHAIR ENRIGHT: Commissioner Richards.

13 COMMISSIONER RICHARDS: Thank you. I will
14 always support the endeavor of building something out
15 in the Glades that the Port of Palm Beach can help
16 facilitate. I think all of us who were here years
17 ago -- four of us were here years ago, and glad you're
18 here now, Katherine -- and we recall the efforts, the
19 amount of time and money spent in that effort. And I
20 don't believe it was a wasted effort, because anything
21 that might provide some relief, reasonable relief,
22 warrants our effort. So I support our moving forward.
23 It should not be called an inland port. I'm glad we're
24 not calling it that. What's the term?

25 COMMISSIONER WALDRON: Commerce park; we're

1 going with commerce park right now.

2 COMMISSIONER RICHARDS: Commerce park. So
3 that makes a lot of sense. And please continue to
4 bring us reports, and hopefully it will be something
5 that we can build upon.

6 COMMISSIONER WALDRON: Great. Thanks.

7 CHAIR ENRIGHT: Commissioner McArthur.

8 VICE CHAIR McARTHUR: Well, I think we all
9 agree that we'd like to do anything we can to
10 facilitate the economic development in the Glades,
11 where jobs are desperately needed. I also agree that
12 the Port of Palm Beach really doesn't have anything to
13 do -- we don't have anything to offer in this regard.

14 Inland port or park of commerce or whatever
15 we want to call it, it needs three things. It needs
16 money, it needs land, and it needs merchandise coming
17 into it. We don't -- we're an export Port. We don't
18 get imports, we don't have money, and we don't have
19 land, so I don't see that our involvement is going to
20 be that advantageous.

21 But I think we all support economic
22 development in the Glades, and we should do whatever we
23 can. Like for instance, if we wanted to pass a
24 resolution to make an inland port work in the Glades,
25 you need rail. The rail is estimated it would cost

1 over \$100 million. I doubt that the Northern
2 Improvement District or any other District in the
3 County is going to fund that type of enterprise. That
4 can only be done by the State and FDOT. And I think
5 ultimately, they will do it, but they will do it on
6 their own timetable. But we should facilitate.

7 So I agree, Katherine, do your best, get
8 their attention, but I think the State is really where
9 the funding and the resources have to come from.

10 COMMISSIONER WALDRON: If I could just add
11 something to that?

12 CHAIR ENRIGHT: Go on.

13 COMMISSIONER WALDRON: Thank you.

14 As we know, part of our mission is to promote
15 economic development within our District. So, you
16 know, Glades is our District. But it's always been a
17 chicken and egg thing. If we were trying to get the
18 100 million for the rail and build the inland port all
19 at the same time, that was just too much.

20 What we're trying to do here is just start
21 small, you know, prove that there's, you know, interest
22 and there's ability to have a viable commerce park, and
23 we can build it from there, because you're right, the
24 State is not going to give us \$100 million for rail,
25 because it's not like, you know, Iowa, where if you

1 build it, they'll come. So I think that this is the
2 way we can kind of kick it off at least and try to move
3 forward. So thank you.

4 CHAIR ENRIGHT: I agree with all my fellow
5 Commissioners. But just to piggyback on what
6 Commissioner Ciklin said, I commend you for all your
7 efforts, but I would not like to see staff spending
8 money and time on this project, because we've gone down
9 this road years ago, and we all know what ended up
10 happening. So, but if you want to continue, we will
11 support you in all your efforts, but as far as money
12 from the Port and staff spending time, which is money,
13 energy, I would not like to see us do that.

14 COMMISSIONER RICHARDS: Madam Chair, may I,
15 one more?

16 CHAIR ENRIGHT: Yes.

17 COMMISSIONER RICHARDS: I listened to
18 everybody's comments, and I believe we were fairly
19 consistent. But we do want -- I am supporting staff
20 spending time and coming back to us. I don't want us
21 to leave here thinking we're saying: Katherine, you're
22 out there by your own, on your own 100 percent. That's
23 not what I said, and that's not what I heard other
24 Commissioners say.

25 At this point we're not signing up for

1 significant expenditures of time, money or effort, but
2 we do want to see if something can happen. So I
3 just -- I don't want us to leave here thinking we're
4 saying zero. We're not saying that. We're saying:
5 Katherine, it's your lead, with support from staff, and
6 come back to us.

7 CHAIR ENRIGHT: Okay.

8 COMMISSIONER WALDRON: I agree with that.

9 COMMISSIONER RICHARDS: You may want to
10 canvas --

11 CHAIR ENRIGHT: When you say, I guess,
12 support from staff, just if she needs information from
13 staff on certain things or --

14 COMMISSIONER RICHARDS: I don't want to
15 micromanage, but --

16 CHAIR ENRIGHT: I understand.

17 COMMISSIONER RICHARDS: -- we don't want --
18 clearly, we don't want staff spending hundreds of hours
19 by any account.

20 CHAIR ENRIGHT: Okay, okay, okay.

21 COMMISSIONER RICHARDS: None of us want that.
22 But we don't want her -- we don't want to give the
23 impression we're saying you're on your own. That's not
24 the case.

25 CHAIR ENRIGHT: Oh, no.

1 COMMISSIONER RICHARDS: The Port is
2 supporting this effort, and she'll come back with more
3 information.

4 CHAIR ENRIGHT: Okay.

5 COMMISSIONER RICHARDS: And we can always
6 take further action as we deem appropriate.

7 CHAIR ENRIGHT: Okay, that's fine.

8 COMMISSIONER RICHARDS: Thank you, Madam
9 Chair; thank you very much.

10 CHAIR ENRIGHT: Thank you, okay, for the
11 clarification.

12 Next on the agenda, Mr. --

13 MR. BAKER: Thank you.

14 CHAIR ENRIGHT: -- Almira, your Executive
15 Director's report.

16 EXECUTIVE DIRECTOR ALMIRA: Don't you need to
17 vote on this?

18 COMMISSIONER WALDRON: Do we need to vote?

19 CHAIR ENRIGHT: Oh, let's vote.

20 COMMISSIONER WALDRON: Well, I'd like to try
21 to paraphrase what Commissioner Richards just said,
22 which is I would go forward, working with the staff,
23 not consuming all their time, and report back as things
24 develop. That would be my motion with regard to the
25 commerce park.

1 COMMISSIONER RICHARDS: I'll second that.

2 CHAIR ENRIGHT: Second?

3 COMMISSIONER RICHARDS: Yes, ma'am.

4 CHAIR ENRIGHT: Discussion?

5 COMMISSIONER CIKLIN: Yes, discussion. I'm
6 just wondering why we have to make a motion on this. I
7 don't -- I mean --

8 CHAIR ENRIGHT: I didn't think we did.

9 COMMISSIONER CIKLIN: I'm really -- it
10 doesn't make sense to me, unless it's something that
11 our staff --

12 EXECUTIVE DIRECTOR ALMIRA: From my point of
13 view, Commissioner, let's just make it official that it
14 was, in fact --

15 CHAIR ENRIGHT: Okay.

16 COMMISSIONER CIKLIN: Okay.

17 EXECUTIVE DIRECTOR ALMIRA: -- passed and we
18 all agreed. We have our marching orders. We know our
19 parameters --

20 COMMISSIONER CIKLIN: All right.

21 EXECUTIVE DIRECTOR ALMIRA: -- and can live
22 with it.

23 COMMISSIONER CIKLIN: All right, as long as
24 you can live with it.

25 CHAIR ENRIGHT: Okay, that's fine. All in

1 favor?

2 (A chorus of ayes.)

3 COMMISSIONER WALDRON: Thank you.

4 CHAIR ENRIGHT: Passes unanimously.

5 MR. BAKER: Thank you.

6 CHAIR ENRIGHT: Okay, Mr. Almira.

7 EXECUTIVE DIRECTOR ALMIRA: Thank you. I'd
8 like to start as soon as my better half gets on the
9 keyboard with my executive report.

10 All right. Commissioners, I had the
11 foresight to do exactly what Commissioner McArthur had
12 requested, which was an update on the maintenance
13 program. Just to give you a couple of tidbits of
14 information, the Palm Beach Harbor maintenance and
15 advance maintenance dredging by the U.S. Army Corps of
16 Engineers contracted Weeks Marine Dredging. The
17 timetable started back on December 4th, and they
18 completed on January the 11th, seven plus weeks, give
19 or take.

20 The volume of material dredged at the
21 entrance channel, they had planned for 47,000 cubic
22 yards. They actually dredged 49,000 cubic yards. On
23 the turning basin, meaning north to south, the plan was
24 for 32,000 cubic yards. The actual amount is pending
25 the survey. The settling basin, the plan again was

1 151,000 cubic yards. They actually went ahead and
2 dredged 203,000 cubic yards. I'm happy to say that the
3 old dredge material was placed in the permitted beach
4 disposal area south of the inlet, in other words, in
5 Palm Beach Township. The final survey by the U.S. Army
6 Corps of Engineers is expected to be delivered by the
7 end of next week.

8 I will tell you that out of all my
9 experiences out of all these dredges, this one was
10 stealth. They came in, they did their job, there was
11 not any major interruption, even though some of the
12 pilots were concerned on one particular day. But
13 again, it went without a hitch. And I'm really, really
14 happy, and I think we're all going to be very happy
15 with the results, which we will know by next week.

16 Moving on, Commissioners, Southeast Hay
17 Distributors, we finally have a space assignment for
18 our Southgate Warehouse. That's on the easternmost
19 side. This project began back in August of 2016. They
20 came to us, and we have been working with them.

21 The problem, or I should say the challenge
22 was they didn't need the entire space. But now they
23 feel as if they have and they will, and therefore, we
24 went ahead and did this space assignment. They
25 continue to display a high level of interest in

1 establishing this warehouse, as I mentioned, and from
2 the Port they will be sourcing local businesses, as
3 well as international.

4 Good news, even better news: They are also
5 looking to lease an office at the Port. We think we
6 can accommodate them in Southgate.

7 COMMISSIONER RICHARDS: Madam Chair.

8 COMMISSIONER WALDRON: I have a question.

9 CHAIR ENRIGHT: Yes, Commissioner Richards.

10 COMMISSIONER RICHARDS: What is the source of
11 the hay?

12 EXECUTIVE DIRECTOR ALMIRA: Grass.

13 COMMISSIONER RICHARDS: No, is it from the
14 western Palm Beach County --

15 EXECUTIVE DIRECTOR ALMIRA: Yes, it is, so
16 I've been told, unless --

17 MR. HERN: Some of it's coming from Canada,
18 sir.

19 CHAIR ENRIGHT: From Canada?

20 EXECUTIVE DIRECTOR ALMIRA: Hay?

21 COMMISSIONER RICHARDS: Okay, thank you.

22 EXECUTIVE DIRECTOR ALMIRA: Hay?

23 MR. HERN: I asked the same question.

24 CHAIR ENRIGHT: Commissioner Waldron.

25 COMMISSIONER RICHARDS: All right, thank you.

1 COMMISSIONER WALDRON: Are they export?

2 EXECUTIVE DIRECTOR ALMIRA: They do a limited
3 amount. Now, Tropical is well aware of this particular
4 distributor, and they have, if I'm not mistaken, they
5 have gone and talked with consignees and receivers and
6 introduced themselves. Maybe this can produce more
7 exports.

8 COMMISSIONER WALDRON: Okay, thank you.

9 CHAIR ENRIGHT: Continue.

10 EXECUTIVE DIRECTOR ALMIRA: All right, if we
11 can then continue to a meeting with the pilots, as you
12 know, Tropical will be receiving new ships. I believe
13 there's five of them.

14 MR. HERN: Six.

15 EXECUTIVE DIRECTOR ALMIRA: Six. And we're
16 about to, in May, if everything works out well, we're
17 about to put on a second cruise ship.

18 The issue, or at least the challenge for now
19 is that circle where you see that ship docked at the
20 easternmost side of the -- south of Slip 1. We're
21 working, rather friendly, very enthused, with Tropical
22 ourselves to see how we may be able to accommodate a
23 larger ship in the event that this is where Tropical
24 decides to dock the vessel, along with, of course, our
25 second passenger vessel.

1 Everything is good so far. The pilots have
2 been involved with us in this particular quest, and we
3 should have more information by next month. And I'll
4 bring that up during our next month's meeting.

5 All right, next, as we all know, the Grand
6 Celebration came back. And just to give you a bit of
7 information, it came back on December the 23rd, and for
8 the month of December, they had a passenger count of
9 almost 12,000 passengers, valet at about 1,500.
10 Through January 12th, the passenger count had gone up
11 to 14,351, and the valets had gone up to 1,834. So
12 total since they came back, 26,161 passengers, and a
13 total number of automobiles of 3,365. We really missed
14 these numbers, so we're glad they're back.

15 All right, what else do we have? Yes,
16 there's a -- received an e-mail recently from, out of
17 all people, Eric Call from the County, letting me know
18 about this particular film crew. They would like to
19 come down here sometime in the month of February to
20 finish a documentary.

21 They have gone ahead and filmed a -- I didn't
22 know this, but in Nantucket there is a similar bunker,
23 and they would like to take a look at ours and sort of
24 film and make a comparison. I have gone back to them,
25 and I have said, you know, just let us know; just let

1 us know when, and then we'll make it available to them.
2 They are aware that the bunker is closed and that we
3 simply hold the key.

4 CHAIR ENRIGHT: Excuse me.

5 Commissioner Ciklin.

6 COMMISSIONER CIKLIN: There's a similar
7 bunker where?

8 COMMISSIONER WALDRON: Well, it's actually --

9 EXECUTIVE DIRECTOR ALMIRA: In Nantucket,
10 Rhode Island is what I'm hearing from them; Nantucket,
11 Rhode Island.

12 COMMISSIONER CIKLIN: Really?

13 EXECUTIVE DIRECTOR ALMIRA: Is what I'm
14 hearing from them.

15 COMMISSIONER WALDRON: Okay, so then I was at
16 Trump International Golf Course, and there's a bunker
17 there too.

18 CHAIR ENRIGHT: That must be something new.

19 COMMISSIONER WALDRON: Yes.

20 COMMISSIONER CIKLIN: Really?

21 EXECUTIVE DIRECTOR ALMIRA: This is up in --

22 CHAIR ENRIGHT: That must be something new
23 for Donald Trump, but that's not for JFK.

24 COMMISSIONER CIKLIN: Just built it.

25 COMMISSIONER WALDRON: Maybe.

1 CHAIR ENRIGHT: My understanding, this was
2 the only one in the country during the Cuban missile
3 crisis, because that was the purpose for building it.

4 EXECUTIVE DIRECTOR ALMIRA: Perhaps that's
5 the distinction, that the one here is Cuba and the one
6 up there, prior to or something. We'll find out as
7 soon as he, you know, he comes down.

8 COMMISSIONER WALDRON: When is he coming
9 down?

10 EXECUTIVE DIRECTOR ALMIRA: Next month.

11 CHAIR ENRIGHT: Okay, thank you.

12 EXECUTIVE DIRECTOR ALMIRA: All right, what
13 else do we have? Oh, well, we had, we recently had the
14 MLK, and that was the --

15 CHAIR ENRIGHT: Parade.

16 EXECUTIVE DIRECTOR ALMIRA: -- that was the
17 parade, of course. I'm sure you had a good time. Good
18 turn out, Commissioner?

19 CHAIR ENRIGHT: Yes.

20 EXECUTIVE DIRECTOR ALMIRA: Perfect.

21 VICE CHAIR McARTHUR: Mr. Almira, what kind
22 of car did she ride in?

23 CHAIR ENRIGHT: They gave me a Mercedes.

24 EXECUTIVE DIRECTOR ALMIRA: She rode a used
25 Mercedes.

1 COMMISSIONER WALDRON: A used Mercedes.

2 EXECUTIVE DIRECTOR ALMIRA: Moving on. All
3 right, events, Commissioners. This time of the year,
4 of course, in the end of January, you have the AAPA
5 Planning and Shifting of Trade. It coincides with the
6 Florida Ports Council and FSTED meeting up in
7 Tallahassee. Carl Baker will be representing us. I
8 have a scheduled appointment to do something else.

9 The AAPA Public Relations in Mobile, Alabama
10 will be in the month of March. The Smart Port, again,
11 AAPA, Oakland, California, March 6th to the 7th. And
12 the AAPA Spring Conference in Washington, March 20th to
13 the 21st. The rest you can read. It's a little bit
14 further out, so for the sake of time and convenience,
15 I'll just stop here, unless there are any questions.

16 CHAIR ENRIGHT: Thank you.

17 EXECUTIVE DIRECTOR ALMIRA: Thank you.

18 José.

19 CHAIR ENRIGHT: Next, engineer report,
20 Mr. José.

21 VICE CHAIR McARTHUR: Excuse me, Madam.

22 CHAIR ENRIGHT: Yes, excuse me.

23 VICE CHAIR McARTHUR: Manuel, I didn't want
24 to interrupt you, but all too often we have an
25 adversarial relationship with the Town of Palm Beach.

1 It might be advantageous to either do a press release
2 about the sand transfer or to write a letter to the
3 Town of Palm Beach to let them know that we were very
4 pleased that the dredging of the Port allowed the Army
5 Corps to deposit the sand on their breach.

6 EXECUTIVE DIRECTOR ALMIRA: We'll do both.

7 VICE CHAIR McARTHUR: Because that's a very
8 important thing to the Town.

9 EXECUTIVE DIRECTOR ALMIRA: We'll do both.

10 CHAIR ENRIGHT: Also, Mr. Almira, also add
11 the price, the cost if they had to purchase the sand
12 and have it placed there.

13 EXECUTIVE DIRECTOR ALMIRA: That's a good
14 point.

15 CHAIR ENRIGHT: Thank you.

16 EXECUTIVE DIRECTOR ALMIRA: Good point.

17 Thank you, Commissioner.

18 CHAIR ENRIGHT: Engineer.

19 MR. SOLER: Good afternoon, Commissioners.

20 Due to the lengthy agenda we have today, we're going to
21 stick to the prioritized Berth 17 project and the
22 issues of the delay, as we already know already.

23 Berth 17. This is a drone picture that Carl
24 took yesterday. As you can see, the berth is already
25 open. The sheet pile is removed. We can see that none

1 of the work on the dolphin structures has been
2 performed yet, only the steel piles are in place.

3 On the bulkhead structure, the north wall is
4 already completed, but the contractor is still working
5 on the repairs. They should be completed by this week,
6 but it took them almost two months to perform. We
7 have -- AECOM has an inspector full time throughout the
8 repairs, so everything is being performed according to
9 the manufacturer and the structural engineer.

10 On the north side, the connection to the old
11 Slip 3 is being performed this week. The last pour is
12 going to take place tomorrow. That will complete the
13 north wall and the north wall connection to the
14 existing Slip 3.

15 The west side is completed. All the fenders
16 are in place. You can see the land side with all the
17 utilities already are placed. The asphalt work has not
18 been performed due to the heavy equipment in the area,
19 but all the underground system is already installed.

20 On the south side, all fenders are already
21 installed, as well as the bollards.

22 On the water side, dolphin structure, only
23 the steel piles are in place, and we're still waiting
24 on the contractor to start with the concrete
25 structures.

1 Main issues. On the dolphin structures we
2 have three concrete structures, but the one east, which
3 is the one furthest in the photo, the piles did not
4 meet criteria. By that, I mean that the design
5 criteria for each one of the piles was to have a
6 capacity of 800 kips, and once they were tested, they
7 did not meet the minimum requirements. So at this
8 point, we are in the process of a redesign of the
9 structure.

10 The redesign is still in process. We don't
11 have a final structural design. After that, we will
12 have to move in and get the material that is needed.
13 So far, the solution is to add two additional steel
14 piles to the structure. By that, we'll have, instead
15 of four, we'll have six, and then begin with the
16 concrete structure in the area.

17 COMMISSIONER RICHARDS: Question.

18 CHAIR ENRIGHT: Question.

19 COMMISSIONER RICHARDS: Do you mind if I ask
20 you a question now, or do you want me to wait?

21 MR. SOLER: You can ask right now.

22 COMMISSIONER RICHARDS: Thank you. The
23 easternmost pilings, I understand that the subsurface
24 is not strong enough to support or give us the loads
25 that we require. Is that correct?

1 MR. SOLER: Correct.

2 COMMISSIONER RICHARDS: Was that area tested
3 prior?

4 MR. SOLER: Yes, it was tested prior. I can
5 actually show you --

6 Carl, can you have the slide that is --

7 There were two borings that were performed
8 prior to the design. Boring number one was actually
9 performed between the structure, the middle structure
10 and the one on the east. The one on the east is the
11 one that did not meet the design capacities. So those
12 are the two areas that were actually tested before the
13 design.

14 COMMISSIONER RICHARDS: So the B-1 boring --

15 MR. SOLER: Correct.

16 COMMISSIONER RICHARDS: -- is that sufficient
17 for those three dolphin structures? By testing the
18 subsurface at B-1, was that -- should that have been
19 sufficient for that area?

20 MR. SOLER: During the design process, the
21 structural designer decided that only one was required
22 for them to get the required information to do the
23 design. How it looks like right now is that the
24 material that was encountered below the dolphin
25 structure number three, the one on the east, did not

1 match the boring material that was tested before. So
2 that's why we don't have the required capacity.

3 COMMISSIONER RICHARDS: So the B-1 and the
4 B-2 borings, was that to test the subsurface for the
5 dolphins and for something else at B-2? What was --
6 why would we test at B-2?

7 MR. SOLER: B-2 is basically, since that area
8 was going to be dredged, I think that is to know how
9 the materials that we will encounter, if we will
10 encounter rock or not, so what will be the difficulties
11 to dredge to minus 28, 28 feet that's required. On the
12 land side it was basically to know the -- to design for
13 the capacity of the piles to hold all the dolphin
14 structures. If it was enough only to have one boring
15 or three we are discussion of right now, why was it
16 decided to have one instead of three in each one of the
17 locations of the dolphin structures.

18 COMMISSIONER RICHARDS: Two or three, sure.
19 All right, thank you.

20 CHAIR ENRIGHT: Commissioner Waldron.

21 COMMISSIONER WALDRON: Well, just to follow
22 up on what Commissioners Richards was saying, so with
23 regard to B-1, is that just typical, you just do one
24 boring, and then that's good for all three, or is that
25 just a call of the engineer?

1 MR. SOLER: Actually, the call of the
2 structural engineer. He can actually decide to have
3 one boring each one of the structures or assume that
4 one was enough to do the set of three of them, like he
5 did in this one. So it's a call of the structural
6 engineer.

7 COMMISSIONER RICHARDS: And in this case, it
8 did not work out for us.

9 COMMISSIONER WALDRON: Right.

10 MR. SOLER: It did not work out.

11 COMMISSIONER WALDRON: Okay.

12 CHAIR ENRIGHT: Continue. Oh, I'm sorry --

13 VICE CHAIR MCARTHUR: Madam Chair.

14 CHAIR ENRIGHT: -- Commissioner McArthur.

15 VICE CHAIR McARTHUR: Just two questions.

16 You mentioned we were doing the redesign. Isn't AECOM
17 doing the redesign, or who is actually doing the
18 redesign?

19 MR. SOLER: Yes, AECOM is doing the redesign
20 right now. Actually, we will have another sit-down
21 during the next week to finalize what will be the final
22 product of it, but yes, they're working on the redesign
23 right now.

24 VICE CHAIR McARTHUR: Okay, and when will we
25 know if FDEP is going to give us the temporary permits?

1 MR. SOLER: Once we know what the redesign we
2 require and we know a time line of when, if it's two
3 additional piles and we know when we're going to do the
4 driving of them, we're going to require FDEP, based on
5 that time line, the dates we want them to raise the
6 manatee restriction period.

7 VICE CHAIR McARTHUR: Right.

8 MR. SOLER: But in order to go to FDEP, we
9 have to find out first how many piles we have, do we
10 need, and when we're going to do it.

11 VICE CHAIR McARTHUR: Okay, thank you.

12 MR. SOLER: Hopefully, we'll get the approval
13 to do them. Now we have to wait until April 1st.

14 VICE CHAIR McARTHUR: Right.

15 MR. SOLER: So as we speak, the completion
16 items of the project, the contractor removed the
17 existing sheet pile, they completed the connection of
18 the south bulkhead to the FP&L property bulkhead, and
19 they installed the fenders in the south wall.

20 Pending items. The connection of the north
21 bulkhead to the Slip 3 bulkhead, which they're doing
22 this week; it should be completed by next week. The
23 construction on the three dolphin structures and the
24 installation of the catwalk and fenders. Obviously, we
25 still have to find out a way to finish the one on the

1 east.

2 After that, the completion of the upland side
3 of the work of the project. One thing to remember is
4 that the contractor needs to have access to the water
5 side of the project, so if the dolphin structure in the
6 east is still pending to be constructed, they might as
7 well not finish the asphalt work --

8 COMMISSIONER RICHARDS: Sure.

9 MR. SOLER: -- on the north, on the upland
10 side, because it will be damaged through construction.
11 So the dolphin structure is a critical item for us to
12 have the final completion date of the project.

13 Any questions?

14 CHAIR ENRIGHT: Any questions?

15 All right, let's continue with down with I.2.

16 MR. SOLER: Based on the information that the
17 contractor has now completed the project and the
18 completion of -- the final date of completion have been
19 shift downline, AECOM have requested the Port for
20 additional work orders in order to continue with the
21 construction engineering services throughout
22 construction.

23 The project engineer services started off
24 with three work orders, and we have amendment number
25 one and two, which were already approved by the Board,

1 with number two being the one for extending the
2 engineer services from July, which was the original
3 completion date of the project, through December.

4 During the last Board meeting, the Board
5 approved an additional work order of \$58,000 for AECOM
6 to continue with the services from December to
7 February. We received a revision of that work order,
8 which would be amendment number four by AECOM, in which
9 they added \$75,000 to the original work order. For
10 that we have AECOM present here, so they can explain
11 the additional work order that they're requesting.

12 MS. BRANDON: Good afternoon. Karen Brandon
13 with AECOM.

14 I don't want to repeat everything that José
15 just said, but just want to run you through the
16 amendment two that was approved back in June. Although
17 it was through December, it only included the full
18 time -- it included part-time and full-time inspection
19 services, so it was full time through the end of
20 August, and then part time through the beginning of
21 November, which at that time was the substantial
22 completion date. However, AECOM, from November on, has
23 been continuing to provide full-time inspection
24 services, so I just wanted to point that out. We
25 budgeted for 16 hours a week, and we were providing a

1 full 40 hours a week.

2 And the amendment three that was approved
3 last month carried us through the engineering services,
4 but there was a mathematical error in the spreadsheet.
5 The hours were included for inspection time, and the
6 dollar amount was included, but it wasn't carried over
7 to the total. So I take full responsibility for that,
8 and I apologize that we have to bring this back in
9 front of you for the inspection services.

10 CHAIR ENRIGHT: I just want to make a
11 comment. I remember discussing this at our last
12 meeting, and I know that PSA was working for the Port
13 at that time, and they recommended full-time inspection
14 services. And you all came back and said, no, we don't
15 need it, we can do it for less money and blah, blah,
16 blah. And then their engineer came back and said, no,
17 you're not correct. You're going to need to have
18 certain things. You all threw it back.

19 Now you are coming back and saying, well,
20 they were right, and now you need to add the money to
21 it. And I guess we have seen so many change orders
22 now, because when we talked about this, discussed this
23 last year, you were not in need of any additional funds
24 because you said you could do it for half time, the
25 inspection, you didn't need full time. So now you

1 found out that you were wrong, and now you need full
2 time and need the money back.

3 MS. BRANDON: We have provided those
4 full-time services now, and now the project has
5 continued to be delayed. So unfortunately, we have to
6 come back and ask for the additional funds because we
7 cannot continue to work and not be paid for the
8 inspection services.

9 CHAIR ENRIGHT: Commissioner Richards.

10 COMMISSIONER RICHARDS: Thank you.

11 Karen, thank you for your presentation. My
12 concern is there seemed to -- I'm not certain if AECOM
13 is 100 percent at fault for some of this or one
14 percent. Between the engineer and the contractor,
15 there's enough fault to be shared.

16 But my concern is you're going to be here
17 next month. That's a fact. Or the month after. And
18 AECOM's going to want more money each and every time
19 there's a delay, because you're going to say we have to
20 be here and we have to reengineer. But what are you
21 reengineering? The mistakes from before, or the
22 miscalculations from before.

23 So I understand this is a clerical error. I
24 understand that you should have typed 75, but you typed
25 58, hence 16,000 and change. Insofar as we approved

1 last month, I'd have a difficult time saying no this
2 time, and I will agree to this.

3 But I'm very concerned that this project is
4 dragging on and on and on, and you're going to be here
5 again asking for more money. And I hope I'm wrong, but
6 I think you're going to be here asking for more money,
7 and you're going to say it's their fault, and they're
8 going to say it's their fault. And we're left in the
9 middle, the government, paying this. And that's not
10 okay.

11 MS. BRANDON: I understand --

12 COMMISSIONER RICHARDS: So AECOM and LMH and
13 the Port need to get together soon.

14 MS. BRANDON: Yes.

15 COMMISSIONER RICHARDS: And although I'm a
16 lawyer, I'd rather not have expensive litigation. It
17 doesn't help anyone but the lawyers. But this has to
18 be fixed soon. Please don't come back and ask for more
19 money, and please don't say, well, we're working, we
20 have to be paid, we're AECOM. But you don't have to be
21 paid. You need to finish this project.

22 MS. BRANDON: Understood.

23 VICE CHAIR McARTHUR: Madam Chair.

24 CHAIR ENRIGHT: Commissioner McArthur.

25 VICE CHAIR McARTHUR: I won't repeat it, but

1 I'd like to say I agree completely with Commissioner
2 Richards, and I think everybody up on the dais does, as
3 well as our staff. Thank you.

4 CHAIR ENRIGHT: Any other comments?

5 COMMISSIONER WALDRON: Can you just -- I want
6 to catch up here. Amendment four is the one we're
7 voting on right now? Is that what it is?

8 MS. BRANDON: Yes.

9 CHAIR ENRIGHT: Yes.

10 COMMISSIONER WALDRON: So that's 75,000 for
11 the mistake that --

12 MS. BRANDON: That's for the full-time
13 inspection. It starts back in the beginning of
14 November through February 16th.

15 CHAIR ENRIGHT: Seventy-five, oh.

16 COMMISSIONER WALDRON: So you're talking
17 about 75,000. Is that what you're talking about?

18 COMMISSIONER RICHARDS: I thought it was 16,
19 the delta.

20 CHAIR ENRIGHT: No. This is another --

21 COMMISSIONER WALDRON: So what my issue is,
22 that 75,000 is over eight percent of the entire
23 original contract that you're asking us for, right?
24 75,000?

25 MS. BRANDON: I'm sorry?

1 COMMISSIONER WALDRON: Isn't --

2 CHAIR ENRIGHT: Yes.

3 COMMISSIONER WALDRON: That's over eight
4 percent of the total contract.

5 CHAIR ENRIGHT: I have a hard time saying yes
6 to that.

7 COMMISSIONER WALDRON: That just seems, for
8 your mistake, that's a --

9 MS. BRANDON: That's -- I'm sorry. That's
10 there were 500 hours budgeted for the inspection from
11 the beginning of November through the beginning of
12 February. And then more recently, the contractor's
13 schedule got pushed back two more weeks. The most
14 recent schedule is till February 16th. So we added an
15 additional 40 hours for those two weeks, bringing it to
16 580 hours. And it's at the same hourly rate that was
17 charged for previous inspection services, even when we
18 were using PSA.

19 COMMISSIONER WALDRON: Well, I have a hard
20 time with this number. It's over eight percent of the
21 whole contract.

22 COMMISSIONER RICHARDS: I was incorrect.
23 It's not a delta of 16.

24 CHAIR ENRIGHT: I have a hard time saying yes
25 to this, Commissioners. I will vote no, because I

1 would like for AECOM to go back and reevaluate it and
2 do it right, get it right, and someone else has to eat
3 this cost up. I cannot vote for this.

4 COMMISSIONER WALDRON: I would agree with the
5 Chairman.

6 COMMISSIONER RICHARDS: And I'm retracting my
7 comments.

8 I'm sorry, there's a lot of discussion.

9 CHAIR ENRIGHT: I'm sorry. Commissioner
10 Richards.

11 COMMISSIONER RICHARDS: I was mistaken that
12 the delta, the difference was 16. It's 75. I will not
13 support that, unless Blair can melt some icebergs.
14 You've got a long way to go.

15 COMMISSIONER CIKLIN: All right.

16 CHAIR ENRIGHT: Do it.

17 COMMISSIONER CIKLIN: Well, we've got to get
18 the project finished. We can't, you know, have AECOM
19 go off, you know, off the job. And if we all -- we all
20 realize this is going to end up in litigation anyway,
21 so whether we pay them X amount more today, it's all
22 going to come out when the project's done. I mean
23 obviously, we're going to probably be in court, and you
24 know, for someone to decide who screwed up on this. So
25 you know, we just need to get this finished, and let's

1 worry about, you know, the money when we go to court.

2 COMMISSIONER WALDRON: But we --

3 CHAIR ENRIGHT: Excuse me.

4 COMMISSIONER WALDRON: Sorry.

5 CHAIR ENRIGHT: Commissioner.

6 COMMISSIONER WALDRON: We say that every
7 month, and then there's another bill coming. So at
8 some point, I'd rather give this money to our lawyers
9 than to AECOM.

10 COMMISSIONER CIKLIN: Yes, but we've got to
11 get the project finished.

12 COMMISSIONER WALDRON: Well, I mean I just --
13 they need to finish it anyway.

14 CHAIR ENRIGHT: Thank you, Commissioners.
15 Let us hear from Mr. Bicknell.

16 MR. BICKNELL: Yes, Madam Chairman, I'd like
17 to, I guess, agree with what Commissioner Ciklin said,
18 that we've provided wording for this work order that
19 indicates that it's without prejudice to the Port for
20 looking at this at the end of the day, who's right,
21 who's wrong, who owes who money. And we've provided
22 that language to protect the Port so that this can be
23 approved without prejudice.

24 So as Commissioner Ciklin said, at the end of
25 the job, then we can say that was properly paid, that

1 wasn't properly paid, and look at it both from the
2 contractor's side and the engineer's side. But that
3 way, it allows the project to continue to completion,
4 and hopefully the engineer and the contractor will, as
5 Commissioner Richards said, get together here and get
6 this project done so that we're fighting over less
7 amounts of delay issues and cost to everybody.

8 But as Commissioner Ciklin said, it is
9 important that we finish this job, and I would
10 recommend that it be approved with the language that we
11 have provided that it's without prejudice to the Port's
12 position when this project is completed.

13 CHAIR ENRIGHT: Commissioner Richards.

14 COMMISSIONER RICHARDS: Thank you to our most
15 esteemed litigation counselor; very esteemed. That's a
16 fact. But I sound like somebody else that I listen to
17 too often. Excuse me. But you are esteemed.

18 Everything that we end up paying is subject
19 to potential litigation. AECOM's going to have to do
20 right by us. I will not support this, and I hope we
21 have some backbone on this Board and tell AECOM: Do
22 your job and do it now, and we'll see you when it's
23 done. And should AECOM care to walk away, then we'll
24 call our litigation attorney.

25 CHAIR ENRIGHT: Commissioner McArthur.

1 VICE CHAIR McARTHUR: May I ask Ms. Brandon a
2 question? I don't mean to put her on the spot. I
3 agree with both sides. My question is, and I don't
4 know if you can answer this: If we vote, as if looks
5 like we will, not to approve this change order today,
6 what will the result be? What will AECOM do?

7 MS. BRANDON: I can't speak for our
8 higher-ups. But I would think that since this specific
9 amendment is for full-time inspection services, that
10 I'm not sure we'll be able to continue that or not. We
11 could continue to work off the budget that we got
12 approved last month for engineering services, but that
13 continues to involve review of submittals and RFIs and
14 all of the above services that are still required to
15 complete the project.

16 The one thing I wanted to note that I didn't
17 know if the attorney was going to mention is that the
18 Port, at its discretion, can start withholding
19 liquidated damages from the contractor from the
20 substantial completion date. And we are at 187 days of
21 delay, at \$3,000 a day. So it was anticipated that the
22 payment would eventually be worked out with the
23 contractor for those services maybe.

24 CHAIR ENRIGHT: Commissioner Ciklin.

25 COMMISSIONER CIKLIN: Yes, I'd like to hear

1 from Manny and José. And just give us the, you know,
2 if we don't approve this, which believe me, I don't
3 want to give them another penny either --

4 COMMISSIONER RICHARDS: We had this
5 conversation three, four months ago.

6 COMMISSIONER CIKLIN: You know, but I mean it
7 doesn't matter, we'll probably get billed again. But
8 like I say, you know, putting my thinking cap on, I
9 said, boy, I said, we've got to get this done. I don't
10 want to pay them another penny. But the rational side
11 says, look, get it done. I'm pretty certain that when
12 this comes to an end and we go to court, that we
13 certainly will get our money back. But I'd like to
14 hear from José and our Executive Director.

15 EXECUTIVE DIRECTOR ALMIRA: If I may -- I
16 outrank you, so I talk first.

17 MR. SOLER: Okay.

18 EXECUTIVE DIRECTOR ALMIRA: How about this?
19 Look, we saw in the previous slides that the job on the
20 land side is -- not the land side, but the berth is
21 somewhat completed and things are going a little bit
22 slower. I just thought of this. At first, as
23 Commissioner Enright mentioned, that AECOM had come to
24 us and said, well, we need a part-time inspector --

25 CHAIR ENRIGHT: That's right.

1 EXECUTIVE DIRECTOR ALMIRA: -- then they
2 switched to a full-time inspector. What if we go back
3 to a part-time inspector? Now, it's not going to be
4 75,000. I get that. And I'm flabbergasted as well. I
5 thought it was 16, to be honest with you. But what if
6 they go ahead and now they only charge us for a
7 halftime inspector? Is that 35,000 on top of the 58?
8 That's a little bit better. So I'd like to throw that
9 out, and maybe Karen can answer it.

10 But overall, Commissioners, I will tell you
11 this is going beyond the belief that here it is, and
12 now it looks like March will probably be a somewhat
13 optimistic day for them to finish. This should have
14 been completed back in June. You've heard the story.
15 Then it was September, and then it became December, and
16 now we're looking at March. That's my take.

17 CHAIR ENRIGHT: Commissioner Richards.

18 COMMISSIONER RICHARDS: Sure. I'm glad the
19 engineer said we can go to the contractor for
20 liquidated damages. We knew that. Sorry, we knew
21 that.

22 Counsel, can we go after the engineer for
23 liquidated damages? Counselor, does our contract
24 provide for liquidated damages against the engineer?

25 MR. PICKEN: We don't have a liquidated

1 damage provision against the engineer.

2 COMMISSIONER RICHARDS: All right, thank you.

3 I just wanted to understand the other half, because I
4 don't know who's wrong; I just don't know.

5 CHAIR ENRIGHT: Commissioner McArthur, did
6 you want to speak?

7 VICE CHAIR McARTHUR: No.

8 CHAIR ENRIGHT: Continue.

9 MR. SOLER: I just would like to add a
10 comment that this work order only goes through
11 February 16, and based on the last update, we know that
12 construction's already delayed.

13 COMMISSIONER RICHARDS: They'll be back.

14 MR. SOLER: We know it's going past February
15 16, mostly due to the fact that the redesign of the
16 dolphin structure is still in process. So we might as
17 well probably, as Commissioner Richards mentioned,
18 probably AECOM will come back next month because the
19 project is going after the February 16 deadline date.

20 CHAIR ENRIGHT: Commissioner Waldron.

21 COMMISSIONER WALDRON: Yes, so this was an
22 AECOM error, right? I mean so you -- correct? You
23 just --

24 MS. BRANDON: The spreadsheet, yes.

25 COMMISSIONER WALDRON: You wanted us to make

1 you whole from your error.

2 MS. BRANDON: The dollar amount. The hours
3 were included --

4 COMMISSIONER WALDRON: But you're just asking
5 for 100 percent. You're not cutting any deal because
6 of your mistake. You want 100 percent of your mistake.

7 MS. BRANDON: Yes --

8 COMMISSIONER WALDRON: So you're not going to
9 cut us any -- there's no negotiation?

10 MS. BRANDON: That was actually for full time
11 since the beginning of --

12 COMMISSIONER WALDRON: My question is: So
13 you're not negotiating? You're not taking any hit for
14 your error? You're asking us to just come up with 100
15 percent of the money?

16 MS. BRANDON: Yes, that's correct.

17 CHAIR ENRIGHT: Commissioner --

18 COMMISSIONER CIKLIN: Ciklin.

19 CHAIR ENRIGHT: -- Ciklin.

20 COMMISSIONER CIKLIN: Greg, you said that
21 there is nothing in the contract for liquidated damage
22 for AECOM, but it doesn't prevent us from, when we're
23 going to court --

24 MR. PICKEN: From seeking damages, correct.

25 It's just not --

1 COMMISSIONER CIKLIN: Well, right. But yes,
2 who cares if it's in the contract, we're still going to
3 be going after, you know, anybody we can to get our
4 money back.

5 MR. PICKEN: Right. A liquidated damage
6 amount is typically an amount per day until something
7 is finished.

8 COMMISSIONER CIKLIN: Right.

9 MR. PICKEN: So that would not have been
10 appropriate in this kind of a contract.

11 COMMISSIONER CIKLIN: Right.

12 MR. PICKEN: But there are damage provisions
13 in it.

14 COMMISSIONER CIKLIN: Absolutely. So like I
15 say, you know, when this project is open -- because if
16 AECOM walks off the job, we're all five of us, they're
17 going to look at us like, you know, after years of, you
18 know, screw-ups, why would you let them, you know, walk
19 off the job? So I've been around a long time, I think.
20 We got to let them finish. And that, you know, when we
21 go to court, I'm telling you, we'll get our money back.

22 CHAIR ENRIGHT: Thank you. Call the
23 question. Motion?

24 COMMISSIONER WALDRON: So would you consider,
25 since this was your error, at all cutting, splitting

1 this in half?

2 MS. BRANDON: Commissioner Waldron, I don't
3 have the authority to cut the dollar amount back. That
4 would have to go back to the managers in the Ports and
5 Marine Group. We could certainly consider, if it's the
6 desire of the Port, that we reduce the services and cut
7 back the hours to less than full time from here going
8 forward. We could certainly do that. This is a time
9 and materials contract, so whatever we don't use, you
10 don't get invoiced for, the time charge.

11 CHAIR ENRIGHT: Mrs. Brandon, I guess my big
12 question, although you're cutting back the hours and
13 going half time again, you will not complete the job.
14 I mean it's going to take you longer to do the job,
15 because if you're asking for all the money -- and I
16 guess I have a problem too because of the fact you're
17 penny, dime and nickeling us for everything, and the
18 millions of dollars and the hundreds of thousands of
19 dollars we've given this firm, and they are saying they
20 need \$75,000, this is unbelievable.

21 COMMISSIONER RICHARDS: I might -- I would
22 suggest that one of two things happen. I'm willing to
23 make a motion. We know what that will be. Or we could
24 do something softer, and we can defer this and allow
25 AECOM to take the Executive Director's suggestion and

1 go back and rework this and bring it back. They will
2 not walk away from the job, okay? So that might be a
3 nicer, softer way of doing it, by deferring this to the
4 following month, and they can go back and rework the
5 numbers based upon the suggestion of our E.D.

6 COMMISSIONER CIKLIN: Good idea.

7 CHAIR ENRIGHT: Excellent idea. And then
8 also, you can have the idea -- you can talk to your
9 superiors and then ask them the question that
10 Commissioner Waldron wants to know.

11 COMMISSIONER RICHARDS: May I offer a motion,
12 Madam Chair?

13 CHAIR ENRIGHT: Yes, go on.

14 COMMISSIONER RICHARDS: I move that this item
15 be deferred until our next regularly scheduled meeting.

16 COMMISSIONER CIKLIN: Second.

17 CHAIR ENRIGHT: Motion has been seconded
18 (inaudible). All in favor, say aye.

19 (A chorus of ayes.)

20 CHAIR ENRIGHT: Motion carries five/zero.

21 MS. BRANDON: Commissioner Enright, can I
22 make one statement?

23 CHAIR ENRIGHT: Yes.

24 MS. BRANDON: Just for the record, the
25 dollars for the full-time inspection that was budgeted

1 as part time originally by AECOM adds up to over
2 \$50,000 that we've already, you know, lost on this
3 project. So just wanted to make you aware of that.

4 CHAIR ENRIGHT: Okay, thank you.

5 José, continue. That's it?

6 MR. SOLER: That's it.

7 CHAIR ENRIGHT: Okay, now we need our
8 governmental affairs, H.3. Is Mr. Pinsky here today?

9 COMMISSIONER CIKLIN: He's in Tallahassee.

10 CHAIR ENRIGHT: Okay.

11 EXECUTIVE DIRECTOR ALMIRA: No, he's not.

12 CHAIR ENRIGHT: We will go on. Let's
13 continue to old business. Peanut Island update.

14 EXECUTIVE DIRECTOR ALMIRA: All right,
15 Commissioners, Peanut Island update. Earlier in the
16 month a delegation from the County engineers, as well
17 as representatives from Weeks Construction Company
18 visited Peanut Island. While there, they inspected the
19 condition of the U.S. Coast Guard station and have yet
20 to report their findings. It is anticipated that the
21 report will be ready early next week.

22 Also, this week, as a matter of fact, a new
23 organization contacted us. This organization's name is
24 Classic Sailboats. You have information in your
25 folders. It's a not-for-profit maritime publication

1 and association of the world's largest alliance of
2 classic yacht owners who are dedicated to preserving
3 the spirit and the historical significance while
4 protecting our precious oceans and wildlife, as
5 illustrated in a high level of interest in preserving
6 this U.S. Coast Guard station.

7 What I have done is I went ahead and
8 suggested that they get in touch with Eric Call from
9 the County and explore each other's, you know,
10 synergies to see what they may come up with. But
11 ultimately, this is going to boil down to, again, our
12 County, Palm Beach County, and their wishes to either
13 take over or at least notify us of what they are
14 planning on doing.

15 I mentioned a little bit more about the -- I
16 did mention about the independent filmmaker, and what
17 I'd like to do now is also let you know that at the
18 Coast Guard house and station we did install an alarm
19 system. And this alarm is hooked to, hooked up to
20 Mr. Ken Hern's phone. At night he's been consistently
21 getting signs that there are some visitors. And with
22 that, we'd like to show you that we caught them.
23 They're going to be featured --

24 (Video played.)

25 And here comes junior.

1 COMMISSIONER CIKLIN: A family.

2 EXECUTIVE DIRECTOR ALMIRA: Bye. A little
3 levity. Believe it or not, they still --

4 MR. HERN: Last night.

5 EXECUTIVE DIRECTOR ALMIRA: -- at 3:00, 4:00
6 in the morning, and he's getting the signals that
7 somebody's attempting to come into the house.

8 So until next month, Commissioners, that's
9 all I have on Peanut Island. Are there any questions?

10 CHAIR ENRIGHT: No. Thank you.

11 EXECUTIVE DIRECTOR ALMIRA: Thank you.

12 CHAIR ENRIGHT: J.1.

13 MR. ZIELINSKI: Good afternoon,
14 Commissioners. Paul Zielinski, Deputy Director.

15 Teeters has been a valued tenant of the Port
16 for decades. Last year they grew to nearly \$775,000 of
17 the Port's revenue. They shipped over 150,000 tons.
18 They reached over 8,500 vehicles being exported, and
19 their container business out of the Port has been
20 consistent for years.

21 On June 30th, 2016 their contracts ended for
22 both the Terminal User's Agreement and the Monarch
23 Shipping. Both ended on that date. Since that time,
24 they have been operating on a month to month basis, but
25 we've assumed and operated as if the contracts were

1 still in force. Increases were made to their rates on
2 both July 1st, 2016 and July 1st, 2017, and we did hold
3 them to their minimums in the terms of both agreements
4 as if they were in force.

5 I'm pleased to announce that new agreements
6 have been reached, and in fact, been executed by the
7 tenant. Both agreements are effective January 1st of
8 this year. They're for five years terms, with two five
9 year options to renew. In order to get the rates to
10 coincide with the renewals, they've accepted a
11 1.5 percent increase on all rates effective January
12 1st. Annual increases will be established, three to
13 five percent based upon COLA. There are
14 cross-guarantees of both firms, and they're all
15 coterminous.

16 The Monarch agreement, we've raised the
17 insurance from 1 million to a 5 million minimum. We've
18 set minimum guarantees on a monthly basis. We've
19 established a guaranteed 36 calls minimum per year, and
20 we've also provided them some dockage relief if the
21 Port is unable to meet our berthing assignment times.

22 On the terminal agreement, we maintain our
23 ability to reconfigure their land if necessary for the
24 Port's benefit, and we've provided them the exclusive
25 use of the southern roadway behind their terminal.

1 It's a dead end. It doesn't go anywhere and allows
2 them access to it.

3 Any questions on the agreements?

4 COMMISSIONER RICHARDS: Madam Chair.

5 CHAIR ENRIGHT: Commissioner Richards.

6 COMMISSIONER RICHARDS: I don't want to --

7 COMMISSIONER WALDRON: No, go ahead, please.

8 COMMISSIONER RICHARDS: I am honored, and I'm
9 pleased and honored to be able to move to approve the
10 2018 Amended and Restated Terminal User Agreement for
11 Teeters and the 2018 Amended and Restated Agreement for
12 Monarch Shipping. It's a well run family business.
13 They go to a phenomenal country, Haiti, a very
14 important market for the Port of Palm Beach. Happy to
15 make that motion.

16 COMMISSIONER CIKLIN: Second.

17 COMMISSIONER WALDRON: I just have one quick
18 question. The exclusive use of south roadway, is
19 anybody -- does that impact anybody?

20 MR. ZIELINSKI: It's a dead end road.

21 COMMISSIONER WALDRON: Okay. All right, yes,
22 that's fine.

23 CHAIR ENRIGHT: Any other comments?

24 COMMISSIONER WALDRON: Voting now.

25 CHAIR ENRIGHT: Discussion.

1 COMMISSIONER WALDRON: There was a motion,
2 so --

3 CHAIR ENRIGHT: Discussion. All in favor.
4 (A chorus of ayes.)

5 CHAIR ENRIGHT: Carries unanimously.
6 Teeters has worked with us so well --

7 MR. ZIELINSKI: Thank you.

8 CHAIR ENRIGHT: -- over the years --

9 COMMISSIONER RICHARDS: Yes.

10 CHAIR ENRIGHT: -- and we are really honored
11 and happy to have them on as a tenant of ours. They
12 have always stood by us. And when their father was
13 living, he worked hard, and now they'll continue to be
14 at the Port of Palm Beach.

15 Carl Baker, go on.

16 MR. BAKER: Commissioners, and now for the
17 main event of the evening, the CCNA selection process.

18 CHAIR ENRIGHT: Mr. Baker, before you start,
19 I would just like to acknowledge former Port
20 Commissioner and Commissioner Priscilla Taylor is in
21 the audience. Also, former County Commissioner
22 Ms. Addie Green, stand. And we had Commissioner,
23 County Commissioner Mack Bernard was here. I don't
24 know if he's still here. Am I missing any other
25 dignitaries or elected officials?

1 Okay, go on. Proceed.

2 MR. BAKER: Thank you. You're about to
3 receive presentations from four companies. This was
4 selected by the Board from the last Board meeting. So
5 the first company you're going to receive a
6 presentation from is going to be E. C. Fennel
7 Engineering Consultants. The order of presentation was
8 determined prior to the meeting. Everybody drew a
9 number out of a baseball cap. So with --

10 COMMISSIONER WALDRON: What kind of baseball
11 cap? Which team?

12 MR. BAKER: A Port of Palm Beach baseball
13 cap.

14 CHAIR ENRIGHT: Question, Mr. Ciklin.

15 COMMISSIONER CIKLIN: So Carl, just so
16 everyone knows, so each group is going to get like ten
17 minutes, and they're just going to give us one
18 presentation for all the --

19 MR. BAKER: Yes, sir.

20 CHAIR ENRIGHT: All three.

21 MR. BAKER: Right.

22 CHAIR ENRIGHT: Thank you.

23 MR. BAKER: Now, and then since we might as
24 well go ahead, upon the completion of the presentation
25 and the scoring, the Board is going to be asked to

1 allow the Executive Director to negotiate with the
2 first place company in each category. So that will
3 occur about an hour from now.

4 But the -- here's your sheet. Here's the
5 three score sheets for everything. This is for
6 engineering services, for professional services not to
7 exceed \$200,000, same thing for projects under
8 2 million and for work of a specified nature.

9 Yes, ma'am.

10 CHAIR ENRIGHT: Continue, and then I have
11 Commissioner Richards.

12 MR. BAKER: Okay. So once each company, once
13 everybody is through presenting, you need to sit down,
14 and you're going to need to rank each company inside
15 each one of those three categories. And then when
16 everybody is done with that, we're going to add them up
17 live on a spreadsheet on the screens.

18 CHAIR ENRIGHT: Okay, I have several
19 individuals who would like to speak on this particular
20 item. So I guess we will have them to do the
21 presentations, and then we will have the comments from
22 the public, the individuals who would like to comment,
23 okay? So we'll go on.

24 MR. BAKER: Yes, ma'am.

25 CHAIR ENRIGHT: Commissioner Richards.

1 COMMISSIONER RICHARDS: The only question,
2 and I understand that we're going to receive a ten
3 minute, maximum ten minute presentation from each of
4 four different entities.

5 MR. BAKER: Correct.

6 COMMISSIONER RICHARDS: And I understand that
7 there are three different proposals. One is for
8 engineering services or study activity not to exceed
9 200,000.

10 MR. BAKER: Correct.

11 COMMISSIONER RICHARDS: The second is work of
12 a specified nature.

13 MR. BAKER: Correct.

14 COMMISSIONER RICHARDS: And third is for
15 projects under \$2 million.

16 MR. BAKER: Correct.

17 COMMISSIONER RICHARDS: If the four
18 entities make a presentation -- I'm asking for advice
19 here -- do you anticipate that the sheets will all be
20 the same? In other words, I have three -- there are
21 three projects here. I'm wondering whether there's
22 going to be such a -- I'm trying to rephrase this in my
23 mind.

24 COMMISSIONER CIKLIN: I know what you're
25 saying.

1 CHAIR ENRIGHT: I know what you're saying.

2 VICE CHAIR McARTHUR: I agree with you.

3 COMMISSIONER RICHARDS: Why would I give one
4 entity a larger or a different number for one of the
5 three than the other two, if you could give me --

6 MR. BAKER: Theoretically, hypothetically,
7 say one company has a team of a thousand people that
8 does nothing but economic studies, and we need an
9 economic study. But yet that same team has never built
10 anything in the water. You might want to give them the
11 contract for studies, because that is -- they're really
12 strong on that, but they're not particularly strong on
13 anything else. That would be the hypothetical example.

14 COMMISSIONER RICHARDS: Thank you. I just
15 wanted to hash this out. Thank you.

16 COMMISSIONER CIKLIN: Okay.

17 CHAIR ENRIGHT: Go on.

18 MR. BAKER: May we?

19 CHAIR ENRIGHT: Continue.

20 MR. BAKER: Thank you.

21 CHAIR ENRIGHT: We will start with -- the
22 first company we have is E. C. Fennel Engineering
23 Consultants.

24 COMMISSIONER CIKLIN: Who's got the clock?

25 CHAIR ENRIGHT: She has the clock. She will

1 start as soon as they return over there.

2 COMMISSIONER CIKLIN: Ms. Howard?

3 CHAIR ENRIGHT: Yes, she will start. Thank
4 you. Let's start the clock. Ten minutes.

5 MR. FENNEL: Good afternoon. And to the
6 Board, we certainly appreciate the opportunity to make
7 a presentation to the Board on our services.

8 This is E. C. Fennel, P.A. The firm, in its
9 present configuration, started providing services to
10 the market in 2011. We've gone to a firm of 130
11 employees led by 12 P.E.s, leading disciplines of
12 electrical, civil and mechanical. Our primary service
13 is in utility infrastructure, along with our building
14 services, and we've been able to provide services here,
15 both in the state of Florida and out of the country
16 also.

17 With that, I will pass on to Jerold.

18 MR. PARROTT: Good afternoon.

19 Why Team ECF? We understand that the Port
20 typically has gone to big box engineering firms for
21 their engineering solutions, but we understand that the
22 Port typically has not been happy with those big box
23 solutions. We're asking this Commission to cruise a
24 new path.

25 A lot of engineering comes from our intimate

1 size firm. Big things often happen from small
2 beginnings like this. ECF and our culture at ECF,
3 we're able to adapt. Because of our size and because
4 of our intimacy, we're able to adapt and adjust to the
5 Port's needs.

6 We have a family environment at ECF. We're
7 not talking Disney World here, we're talking
8 engineering. But where that family environment comes
9 to is it helps to work with somebody or work with a
10 firm during tough times that you enjoy working with.
11 We don't have the layers. We don't have the layers of
12 the big box.

13 We just introduced you to our president. Our
14 president is accessible, and he's accessible to hear
15 the Port's needs. And with that said, then we're lean;
16 we're lean. And that leanness allows our employees to
17 understand the company's mission, and then we're able
18 to then better serve our clients.

19 We also know the Port. I cut my teeth and
20 grew up in the engineering business working for CH2M
21 Hill, one of the former Port's engineers. I engineered
22 the chiller plant storage -- the chiller thermal
23 storage plant out there. I engineered the HVAC for the
24 passenger gangway, and I also engineered the
25 replacement of the two chillers on top of the Maritime

1 Office Building.

2 ECF put together a dynamic team of local home
3 grown talent. Please note that each firm that we've
4 partnered with has highly professional, highly
5 qualified engineers in positions that will directly
6 serve the Port's needs.

7 Our job. ECF, if so accepted, we will handle
8 all project management duties, we will handle the
9 mechanical, the electrical, the plumbing engineering
10 duties. We'll also perform lighting and security
11 engineering, and we will do study and assessments.

12 Introducing you to the team, Alan Gerwig &
13 Associates has partnered with us, and they will perform
14 the civil structural duties. Alan Gerwig and his team
15 have thorough experience in the port and marine
16 environment. Some of his jobs are highlighted here,
17 but Alan's going to come up and talk about one that
18 he's extremely excited about because it has a lot of
19 the design elements that you guys are used to dealing
20 with in your Port.

21 MR. GERWIG: Thanks, Jerold.

22 As Jerold mentioned, we would be bringing the
23 civil and the structural engineering expertise to these
24 projects. We have a niche in serving industrial
25 clients. We highlighted one that you'll see in front

1 of you in this photograph. For 25 years we've been
2 designing these sites, over 40 of these greenfield
3 sites, rebuilds, modernizations for industrial clients.

4 And I brought this up because I think this
5 shows all the aspects of a lot of the things you would
6 deal with here on your Port projects. These sites
7 often have overhead cranes, they have low rise
8 buildings, material handling conveyor systems, truck
9 scales, fueling systems, secondary containment
10 facilities, rail sidings, all these type of things that
11 would come into play here with the Port.

12 So we believe that the expertise we've had,
13 25 years plus of doing this type of work, would be
14 spot-on for the type of projects that you would be
15 asking under this contract.

16 MR. PARROTT: Also serving on our team,
17 serving for our coastal and marine engineering duties
18 will be Cummins and Cederberg. They're here, and they
19 have extensive experience. Right now they have
20 partnered in working with PortMiami on their master
21 plan.

22 Reginald Cox & Associates will handle all
23 architecture duties for our team. Reginald Cox is a
24 local firm out of Delray Beach, Florida. He has
25 extensive municipal experience.

1 Spotlight Geophysical will handle all of our
2 geotechnical needs. Spotlight Geophysical has
3 extensive marine experience. You can see from this
4 slide here that one of the things that, one of the
5 activities that they participate in is marine seismic
6 refraction and just regular land refraction also.

7 I want to note that ECF didn't select these
8 teams out of a whim. We have a partner and long
9 lasting relationship with each one of these firms.

10 Todd, here from Florida GPR, we are extremely
11 proud of. One of our models is to lift as we climb, so
12 here's ECF as a midsize firm pulling up Todd. But we
13 selected Todd because Todd has exemplary equipment.
14 Todd's equipment, no company in south Florida matches
15 it, and the images and the results that we get from his
16 studies are fantastic.

17 We understand that today's business
18 environment can be unforgiving. We understand that you
19 guys have a high expectation of products that you're
20 going to get out of the engineering firm that you
21 select. ECF's project management methodology is
22 superior by none.

23 We implement a five point plan to this
24 process. This plan starts from understanding the scope
25 of the job at initiation, to planning out that scope

1 and working directly with Port staff to executing that
2 plan. We, furthermore, control the execution of the
3 plan, and at project closeout, we reevaluate and
4 evaluate so that we can do it better.

5 ECF considers a successful project one that
6 comes in on time, within budget, and high quality
7 engineering. The ECF way is big time service and
8 quality engineering. We believe in value engineering,
9 and that value engineering comes from, one,
10 understanding the client's mission; two, having the
11 best QA QC process that you can have; and three, before
12 we ever issue a job, that process is vetted and
13 re-vetted through that QA QC process.

14 The biggest mistake a small company can make
15 is to think like a small firm. To be where we are in
16 the marketplace today, we had to have a big vision.
17 Our mission is bigger than the bottom line. The big
18 box firms are going to come and they're going to push
19 bottom line. We're going to push our relationship and
20 our quality of service to you. It's a lot of
21 engineering coming from this small package.

22 We appreciate your time and effort today, and
23 we hope that you select ECF Engineering Consultants as
24 your engineering service provider.

25 CHAIR ENRIGHT: Commissioner Ciklin with a

1 question.

2 COMMISSIONER CIKLIN: Yes, has your team
3 changed any since you sent in the original proposals?
4 Has someone been added and dropped or --

5 MR. PARROTT: Yes.

6 COMMISSIONER CIKLIN: Who's that?

7 MR. PARROTT: We dropped Parsons.

8 COMMISSIONER CIKLIN: Right.

9 MR. PARROTT: WSP/Parsons.

10 COMMISSIONER CIKLIN: Right.

11 MR. PARROTT: Yes.

12 COMMISSIONER CIKLIN: And my question is, I
13 mean I know they are very familiar in, you know, ports
14 and construction. Do you have anybody on your team
15 now, since they're not on anymore, that has done
16 anything at all in the water, I mean at ports at all?
17 I know you could probably do the work, but you know,
18 since nobody on your team, unless you can tell me
19 otherwise --

20 MR. PARROTT: Oh, no, our whole team is --

21 COMMISSIONER CIKLIN: No, I'm not talking
22 about a chiller plant. I'm talking about actual, you
23 know --

24 MR. PARROTT: Cummins Cederberg.

25 COMMISSIONER CIKLIN: Okay. Well, you could

1 tell me like what other ports that you've worked with
2 and what you've done then.

3 MS. CHIELLO: Sure. So we're a coastal
4 marine engineering firm, so all we do, all of our
5 projects are in the water. We don't do anything on
6 land. So we've designed seawalls, dredging projects.

7 We currently have a contract with Port of
8 Miami assisting with their master plan. They're
9 updating it to include coastal resiliency and
10 adaptation. We do a lot of sea level rise studies with
11 the parks. We also do work in the Caribbean with
12 international cruise lines, designing berthings for
13 large cruise ships, helping them shape their island.
14 We do a lot of coastal modeling and analyses.

15 So basically, my firm does field
16 investigations, engineering design, and then also any
17 sort of marine or benthic requirements that are
18 involved in environmental permitting.

19 COMMISSIONER CIKLIN: Okay, great. Thank
20 you.

21 CHAIR ENRIGHT: I just have one question for
22 you. You said you're currently now at the Port of
23 Miami?

24 MS. CHIELLO: Correct.

25 CHAIR ENRIGHT: Okay, and you're doing

1 specifically what?

2 MS. CHIELLO: We are assisting them with
3 updating their master plan for the Port, specifically
4 related to coastal resiliency.

5 CHAIR ENRIGHT: Okay, thank you.

6 MS. CHIELLO: You're welcome.

7 CHAIR ENRIGHT: Commissioner McArthur.

8 VICE CHAIR McARTHUR: Yes, I just have a
9 question. Very nice presentation. Thank you.

10 MR. PARROTT: Thank you.

11 VICE CHAIR McARTHUR: And you said you strive
12 to be on time and on budget, but one of the questions
13 we had last month was: What's your record? Have you
14 been on time and on budget in your recent major
15 projects?

16 MR. FENNEL: To answer that question, yes.
17 We've completed over 1,000 project in the past five
18 years for our client base, and during that period of
19 time we've met, as Jerold indicated, not only the
20 schedule, but we've brought in a quality project under
21 budget in each case. So we have an excellent track
22 record.

23 VICE CHAIR McARTHUR: Thank you.

24 CHAIR ENRIGHT: Are you in West Palm Beach?

25 MR. FENNEL: Yes, I should have indicated in

1 the intro. We're located -- we are a West Palm Beach
2 firm, located off of 45th Street and 95 in the
3 Northpoint business sector.

4 CHAIR ENRIGHT: Okay, thank you.

5 Any other questions, Commissioners?

6 COMMISSIONER RICHARDS: Good presentation.
7 Thank you. I appreciate it.

8 CHAIR ENRIGHT: Excellent; excellent job.
9 Thank you.

10 Next, Mr. Baker.

11 MR. BAKER: Yes, the next presentation will
12 be by Bermello.

13 COMMISSIONER RICHARDS: We need to make sure
14 that everyone states their name --

15 CHAIR ENRIGHT: Name, right.

16 COMMISSIONER RICHARDS: -- when they present,
17 please, if you could make sure.

18 CHAIR ENRIGHT: Thank you. I will.

19 Please state your name and your company.

20 MR. VANDERBEEK: Michael Vanderbeek, with
21 Bermello, Ajamil & Partners. And we do have some
22 handouts that we'd like to give the Commission, if
23 that's okay.

24 CHAIR ENRIGHT: Yes, thank you. Sir, you
25 have ten minutes.

1 MR. VANDERBEEK: Okay. All right, thank you
2 very much. So my name is Michael Vanderbeek, and if
3 Bermello, Ajamil & Partners is fortunate enough to be
4 selected for one or more of the current projects, then
5 I'll be your project manager. So thank you very much
6 for having us here today. We appreciate the
7 opportunity.

8 Before I get started with the rest of the
9 presentation, I first and foremost want to point out,
10 highlight -- you can see on the screens here -- what
11 B&A sees as the potential opportunities and challenges
12 facing this Board in the next few year. And the reason
13 I want to start with this is because B&A has more than
14 25 years of experience in port planning projects, and
15 we always approach our projects from a business
16 perspective. And so it's important for us to
17 understand your markets and your lines of business,
18 first and foremost.

19 So in terms of the opportunities up here,
20 Port of Palm Beach has already taken some important
21 steps to address these, to seize these opportunities,
22 specifically as relates to your recent agreements with
23 Tropical Shipping and Bahamas Paradise Cruise Line, but
24 we definitely believe there are other opportunities to
25 look at.

1 And in terms of challenges, the thing I'd
2 like to highlight most here is that Bermello, Ajamil &
3 Partners, because of our experience working in almost
4 every port in Florida, certainly all the major ports in
5 Florida and at other ports around the world, we think
6 we're better suited than any other company to help you
7 meet these challenges.

8 So with that, I want to talk a little bit
9 about who we are. So Bermello, Ajamil & Partners, as a
10 company, we're a local south Florida based firm with
11 fewer than 150 total employees, many of which are
12 themselves minorities, and we are 95 percent minority
13 owned. And as I mentioned already, we've worked at all
14 major ports in the state of Florida, and we've done
15 this for more than 25 years.

16 And again, we believe we have assembled a
17 diverse team of local professionals that are going to
18 be able to work on your projects directly and help you
19 meet your needs for the future. And so just very
20 briefly, I want to ask my team to stand up. In the
21 interest of time, since we only have ten minutes, we're
22 not going to be able to give you formal introductions;
23 it would take too much time. But I did want you to be
24 able to at least put some faces with names as you've
25 seen them in the org chart and so you can see our team

1 here. And thank you once again for the opportunity to
2 be here.

3 And as I already mentioned, not only are we
4 all local, but most of us are also actually Palm Beach
5 County SBEs or MWBEs. And again, this is the team that
6 will be working firsthand on the projects here at the
7 Port if we're fortunate enough to be selected.

8 In terms of our core competencies, looking at
9 the 2012 to 2022 master plan, B&A has direct
10 experience, along with our team of sub-consultants, in
11 executing many similar projects in many other ports
12 throughout Florida, throughout the country and around
13 the world. And again, this just points out our
14 capabilities and our history of performing in contracts
15 of similar nature and similar scope to what we would
16 expect to be doing here in the Port of Palm Beach.

17 And the last thing I want to emphasize is
18 that because we approach everything from a business
19 perspective, we focus very much, emphasize very much
20 understanding what your needs are and what your
21 projects are. So we've taken the time to look through
22 your capital plan.

23 And looking at the things that are
24 highlighted and everything that's in your five year
25 capital plan, we have direct experience, not just,

1 again, not just us, but all of our sub-consultant team,
2 working on very similar projects at a number of other
3 ports. So we're ready to hit the ground running day
4 one, and we know how to handle a lot of these different
5 projects. And I'll spend the next few slides talking
6 in detail about specific examples of some of these.

7 So the Board of Commissioners did ask
8 previously that when we give our presentations today,
9 that we focus on past experience and that we talk about
10 our performance and lessons learned. So the remainder
11 of our presentation is really going to be focused on
12 those things, and we're going to look at three specific
13 examples.

14 First is Port Everglades in Broward County
15 where we have a general consultant, an architecture and
16 continuing services contract. Next we're going to look
17 at Port Canaveral where we also have a general services
18 contract. And then finally, PortMiami.

19 So looking at these one at a time, I'll start
20 first and foremost with my alma mater, where I used to
21 work, which is Port Everglades. And as you can see on
22 the slide here, we've performed a number of services
23 under our continuing services contract with Port
24 Everglades at that Port.

25 And these include everything from cruise

1 terminal design and construction to market assessments,
2 and to most recently this past fall, we were actually
3 awarded the contract for Port Everglades for the first
4 time to do their 2018 strategic master plan, their
5 master vision plan update, which we're very excited
6 about. So we have that experience, we've worked in
7 this port, and now we're doing new things there as
8 well.

9 Two of the projects that I just want to
10 highlight to again exemplify our performance and how
11 we've handled projects in the past, are first, cruise
12 terminals, Terminal 2, 19, 21 and 26. And we've
13 grouped those together because we actually completed
14 those as a single project, which I'll talk about more
15 in a moment. And then obviously, the next one down
16 there, Terminal 4, the Slip 2 extension. And the
17 reason that one's included is because it's directly
18 relevant to a number of the berth extension projects
19 that are in your own capital plan.

20 So talking about the first one in terms of
21 the process and our experience there and performance,
22 this was a very interesting project for us because what
23 we had to do is we had to complete all four of those
24 terminals, and when I say complete, I mean design and
25 construct simultaneously in less than a year.

1 And this was an extremely intense project for
2 us, but we did this project on time and on budget. And
3 it was very stressful, and it required a lot of daily
4 coordination and constant communication with all
5 parties involved, not the least of which, obviously,
6 being the Port Authority, Port Everglades. But again,
7 the Port was extremely satisfied with our performance
8 on this project because we were able to do four
9 terminals simultaneously in less than a year and have
10 them ready for the next cruise season, all on time, on
11 budget.

12 The second project, the Terminal 4, Slip 2
13 extension, again referencing that primarily because it
14 directly relates to some of the work we would expect to
15 be involved with here in Port of Palm Beach with regard
16 to your berth extension projects. And two of our team
17 members, our sub-consultants actually did work with us
18 on that project as well, so we have that direct team
19 experience on those projects also.

20 In terms of lessons learned, only have time
21 to really get into one, but I will talk about it. And
22 that was kind of a universal lesson learned, but it was
23 basically, always expect the unexpected. And just by
24 way of example, for the Terminal 4, Slip 2 extension
25 project that I talked about, we had an unexpected

1 situation that we had to deal with, which we thought we
2 resolved quite effectively.

3 But basically, it involved when we had that
4 contract for that project, Port Everglades hired a
5 separate contractor to do the dredging for that
6 project. And it turned out that that separate
7 contractor unfortunately didn't have the capabilities
8 to complete the project, so B&A had to step in in the
9 middle of that project, hire a different contractor to
10 complete the dredging work in order for that project to
11 move forward.

12 And you know, this was a very challenging
13 situation, and just being very up front about it, it
14 did impact the scope of the project, it impacted the
15 budget, it impacted the schedule. However, in the long
16 term, we actually saved the Port a significant amount
17 of money and a significant amount of time by using our
18 general services contract to hire that contractor as
19 opposed to the Port having to rebid the project and
20 stop the work.

21 Next example I'll give is Port Canaveral, and
22 where we've also done a number of studies, ranging from
23 everything from cruise studies to we did their
24 strategic master plan and also have worked on the space
25 program, of all things, up there. So an interesting

1 place to work.

2 And one of the things I want to just
3 highlight about our work at Port Canaveral is that
4 we've really emphasized financial analysis and
5 financial assessment because it's very important to
6 Port Canaveral that they can pay for their projects.
7 And so they pushed us very hard to really look at how
8 do we maximize revenue to the Port, how do we maximize
9 return on investment, how do we ensure that we can pay
10 for the project -- that they can pay for the project, I
11 should say.

12 In terms of lessons learned, the only one
13 I'll get into in terms of time is the importance of
14 workshops in facilitating realtime troubleshooting of
15 problems. And what I mean by that is we learned the
16 effectiveness of getting decision makers together
17 physically in the same room, at the same time,
18 face-to-face to solve problems. And a lot of times
19 people, when they manage projects, they do it with one
20 decision maker at a time and kind of sequentially. And
21 for us, we found it was far more effective to do things
22 as a group.

23 And the final example that I'll give is
24 PortMiami, where B&A has been working for decades, one
25 of the first ports that we started working on, and

1 we're still working there today. And we've done a
2 tremendous amount of work there. Every project you see
3 on the slide has been done under our general consulting
4 services contract.

5 And you know, PortMiami is a really
6 interesting Port in terms of an analogy to Port of Palm
7 Beach, primarily because it's an island. PortMiami has
8 no land. They have the land they have, and that's it.
9 They can't add land. So they're extremely constrained
10 where it comes to space and when it comes to berth
11 capacity. And we see analogies there for the Port of
12 Palm Beach, because even though the Port of Palm Beach
13 isn't an island, you do have constraints in terms of
14 your ability to physically grow.

15 And much of our effort in PortMiami, our
16 emphasis, almost entirely our focus is on how do you
17 maximize the use of the assets that they currently have
18 in order to make room for new opportunities, even as
19 you keep the current business. So that's really been
20 our focus in PortMiami.

21 And in terms of lessons learned, the one
22 lesson learned that I just want to mention for
23 PortMiami, which I think is directly relevant, is that
24 it's really been a case study for us as a port
25 planning, architecture and engineering firm in seeing

1 and seizing opportunities that aren't immediately
2 obvious.

3 And two examples of this are we were able to
4 successfully compete for and get a \$25 million TIGER
5 grant to support their on-port rail infrastructure.
6 And this is something that we did the research on, we
7 suggested, we did the application, and we got the
8 federal dollars to support that. So we are very proud
9 of that.

10 CHAIR ENRIGHT: Thank you.

11 MR. VANDERBEEK: Okay.

12 CHAIR ENRIGHT: Any questions, Commissioners?

13 MR. VANDERBEEK: Thank you very much.

14 CHAIR ENRIGHT: Commissioner Richards.

15 COMMISSIONER RICHARDS: Thank you for that
16 presentation. The whole presentation was very good,
17 very informative. My ears particularly perked up when
18 you spoke about how you workshop problems. When you
19 see that there's a problem that arises, you bring the
20 parties together. How have you done that and how have
21 you done that with the knowledge that there might be
22 ensuing litigation?

23 CHAIR ENRIGHT: With the knowledge that there
24 might be ensuing litigation. Well, and I have a team
25 here that I can defer to for examples of different

1 projects, perhaps, that they have worked on in a
2 similar fashion. You know, I think the approach to
3 that -- I don't know that I can address the fact of the
4 litigation question necessarily --

5 COMMISSIONER RICHARDS: Well, no, but you're
6 bringing the team together to discuss problems. People
7 may wish to go off in their own corners as they're
8 worried about litigation. How have you dealt with
9 that?

10 MR. VANDERBEEK: I see what you're saying.
11 Honestly, we've just asked people to participate. And
12 I think we've had a lot of success in just knowing who
13 the important players are in the process and getting
14 them to agree to sit down at the same table together.
15 Once they do that -- and if I understand your question,
16 how do you get them to agree to do that? Well, a lot
17 of that is just through relationships.

18 You have to have strong relationships with
19 people to have them have the trust factor to be able to
20 sit down at the table. But once they do, what you
21 often find is that, you know, things that they imagine
22 being insurmountable, maybe too difficult to tackle,
23 when they start to talk about it face-to-face, it
24 becomes more solution oriented and less problem
25 oriented.

1 And that's really the key, is changing that
2 conversation to, you know, we're not sure how to do
3 this, there's a problem, we have to resolve it, to,
4 okay, you're the guy who can fix my problem. Let's
5 talk. And so that's really kind of the approach. It's
6 facilitated conversation, and facilitated almost
7 conflict resolution.

8 COMMISSIONER RICHARDS: All right, thank you.
9 Appreciate it.

10 CHAIR ENRIGHT: Commissioner.

11 COMMISSIONER WALDRON: You're based in Miami?

12 MR. VANDERBEEK: Correct.

13 COMMISSIONER WALDRON: How many employees
14 live in Palm Beach County?

15 MR. VANDERBEEK: I don't know that I can
16 answer the question. I'm not sure in terms of B&A
17 employees that live in Palm Beach County. We have an
18 office in Fort Lauderdale, so obviously Broward County,
19 and our headquarters is in Miami. I don't know in
20 terms of B&A specifically Palm Beach County. But
21 again, our team, we certainly do have representatives
22 here, and I would just defer to them, to anyone here
23 who has, you know, employees or themselves lives in
24 Palm Beach, please stand up and let us know. And
25 please do introduce yourselves, since we didn't have a

1 chance earlier.

2 MR. MORALES: I'm José Morales. I'm the
3 manager of the (inaudible) office here (inaudible).

4 MR. KESHAVARZ: Maziar Keshavarz, consulting,
5 civil and survey. Seventeen employees. Here 30 years.

6 MR. STELMACK: Greg Stelmack with Radise
7 International. We're actually in Rivera Beach here.
8 We have 35 folks that live in Palm Beach County.

9 COMMISSIONER WALDRON: Thanks.

10 CHAIR ENRIGHT: Commissioner.

11 COMMISSIONER CIKLIN: On the TIGER grant,
12 which TIGER grant did you apply for and get, and did
13 you already get the money and use it? And what was it
14 for, rail?

15 MR. VANDERBEEK: Yes, that was -- yes. So
16 the answer to all those questions is it was, I
17 believe -- you're testing my memory now. I believe
18 that was -- it was awarded in 2013, and it was for the
19 on-port rail infrastructure, which has been completed.
20 So the project is done and operational.

21 COMMISSIONER CIKLIN: 25 million you got?

22 MR. VANDERBEEK: \$25 million, that's correct,
23 in federal funding. And you know, that was -- it
24 wasn't the full amount of the project, it was a --

25 COMMISSIONER CIKLIN: Right.

1 MR. VANDERBEEK: -- partial amount of the
2 project, but it was a good chunk of it. And we pursued
3 this opportunity with FEC Railway, so we did have a
4 good partner, and the Port as well, because it's
5 ultimately their, you know, their equipment that's
6 being operated, so we had to bring them on board.

7 COMMISSIONER CIKLIN: Very good.

8 MR. VANDERBEEK: But that was -- it was a
9 huge success story for us, because, you know, again, it
10 was one of those things that PortMiami, not to talk
11 about another port too much, but you know, there were
12 some rail issues down there, and this went a long way
13 to resolving some of those.

14 CHAIR ENRIGHT: Any other questions,
15 Commissioners?

16 COMMISSIONER CIKLIN: No. Very good.

17 CHAIR ENRIGHT: Thank you very much.

18 MR. VANDERBEEK: Thank you very much.

19 VICE CHAIR McARTHUR: Thank you.

20 MR. BAKER: The next presentation will be by
21 HDR. They're out in the hallway; they're on their way
22 in.

23 CHAIR ENRIGHT: Please introduce yourself,
24 and you have ten minutes, sir.

25 MR. FISH: Okay, but they're just giving the

1 presentation out now.

2 Okay, I believe we're ready, if it's good for
3 you guys.

4 CHAIR ENRIGHT: Yes, you may start.

5 MR. FISH: All right, thank you.

6 Good afternoon. My name is Tim Fish. I'm
7 the south Florida principal for HDR. And on behalf of
8 HDR and our project team, I just want to thank you for
9 the opportunity today to present our qualifications and
10 our approach to providing professional services to the
11 Port of Palm Beach.

12 Throughout our presentation today we're going
13 to go through a number of things we feel differentiate
14 us from the other teams you're interviewing today and
15 what makes us the best fit for the Port of Palm Beach
16 for all three of the contracts that you're considering
17 for selection today.

18 First, we're going to start with our
19 unmatched experience. At HDR we do provide a full
20 service ports and maritime design and planning firm.
21 As you can see from the map there, these are all deep
22 water ports that HDR has performed services similar to
23 those that are required here at the Port of Palm Beach.
24 As you can see, through our practice we've gained a
25 number of specific skills and scopes of work that we

1 can perform, again, to meet the need of any of the
2 contracts that you're considering here today.

3 Just a couple we wanted to point out
4 specifically. Down at PortMiami we actually did their
5 wharf strengthening program. That actually started out
6 as an emergency repair project, so under a \$200,000
7 task work order. We then worked that as a small study
8 for them and actually stayed on for the full design and
9 construction oversight for that project.

10 At Port Everglades we're currently the design
11 engineers for their Slip 1 expansion, so again, that
12 would fall under your 2 million and above project, a
13 very complicated project with lots of coordination with
14 stakeholders, LNG, cargo, really a full berth of
15 services there.

16 Next I will point out Port of Tampa Bay and
17 JAXPORT. These are two ports where we currently
18 provide on-call services, so your 2 million and under
19 for the CCNA requirements. We perform that work
20 currently for JAXPORT and Port of Tampa Bay as well.

21 So moving on, the next thing we bring you is
22 a committed local base team. HDR, we have ten offices
23 in the state of Florida, four of those in our south
24 Florida region, including one full-time office in Palm
25 Beach County. Overall, HDR has 75 full time dedicated

1 port staff, 15 of those residing in our Florida
2 practice. That group alone, just in Florida, has
3 successfully delivered over \$500 million worth of
4 infrastructure improvements, with no claims, all
5 delivered on time and under budget.

6 All of this together, you know, brings us
7 something we're very proud of, is our ENR ranking. ENR
8 is Engineering News Record, which is a national
9 publication that's put out to really tell us who's who
10 within the different aspects of the work that we do.
11 We've been ranked number six in ENR's latest rankings,
12 and we're very confident that's going to continue to go
13 up in the years to come.

14 So again, our team is only as good as the
15 leader that we put up in front. Our contract manager
16 for this was a no-brainer for us to select, Josiah
17 Berg, who brings to the Port of Palm Beach 17 years of
18 industry experience. And what really makes Josiah the
19 perfect fit for you here is the diversity of experience
20 that he has and will bring. This has included working
21 on the construction side of port facilities, this has
22 included actually being an engineer for a cruise
23 terminal and cruise industry, and then, of course,
24 marine structure design as well that he leads for us
25 here at HDR.

1 So with that, I'm going to hand it over to
2 Josiah, and he's going to talk a little bit more about
3 our team and approach.

4 MR. BERG: Thank you, Tim.

5 Good afternoon, Commissioners, Port staff,
6 member attendees. Thank you again for allowing us to
7 present to you today. We appreciate the opportunity.
8 And before I get into some of our past work performance
9 and qualifications, I'd like to take a minute and talk
10 to you about the team we've assembled and how excited I
11 am about that.

12 So starting at the top, Moffatt & Nichol is a
13 world renowned port and (inaudible) engineering firm,
14 actually ranked number three in ENR, and we're proud to
15 have them on our team. They're a trusted partner in
16 the industry, as well Chen-Moore Associates, Wantman
17 Group and Tierra South Florida, all very highly
18 qualified local business firms that we've worked with
19 in the past. And last but not least, as you can see,
20 half our team is rounded out by women and minority
21 business owned firms, which helps us meet your
22 commitment to that cause.

23 Now, more importantly than the firm are the
24 individuals. And here's just a quick glimpse of some
25 of the folks that will be working on projects here at

1 the Port of Palm Beach, should we be selected.

2 At the top, Mr. Wes Dortch and Frank Proctor
3 lead up our Florida based Ports and Maritime Group.

4 Mr. Scott McCoy actually has done work here
5 at the Port in the past and has institutional knowledge
6 of your facilities and brings much more depth as well.

7 And at the bottom, Tim Blankenship, Sharon
8 Merchant, Kumar Vedula, just to name a few of the other
9 partners on our team who have done work here in the
10 county or the Port itself.

11 Now, as you recall, at the last Board meeting
12 Port staff and the Board asked that the respondents
13 provide or demonstrate how they've done and worked in
14 performance in the past and how that may apply to
15 projects here at the Port of Palm Beach. So what I'm
16 going to do is I'm going to walk you through each one
17 of the RFQs, providing some case studies so you can see
18 how our capabilities would be unique to Port of Palm
19 Beach.

20 Starting with the study activities, over here
21 we've just highlighted a few topics that would commonly
22 arise at the Port of Palm Beach or any other active
23 port. We have bathymetric studies intended to ensure
24 navigational safety for vessels, mooring and berth
25 analysis, economic feasibility studies, structural

1 condition assessments, or even just master plan
2 updates.

3 Now, where HDR has experience in this regard,
4 we've actually been the on-call engineer for Port of
5 New York/New Jersey for about 25 years now. In
6 addition to a number of services provided over the
7 years successfully, we've done strategic planning,
8 operational planning, economic feasibility, logistics,
9 forecasting, all intended to update their master plan
10 through the year 2060.

11 So what makes us unique in this regard is
12 that HDR has a very well understanding or a good
13 understanding about design, construction and permitting
14 that helps us compile all the aspects of a capital
15 improvements plan or just a master development plan,
16 and we're hoping to bring those services to you.

17 Next up, for projects under \$2 million
18 construction, we took a look at your capital
19 improvements plan and identified a project called the
20 On-Port Rail Expansion Project. Now, just taking it as
21 an example, we highlighted a few of the elements that
22 could be employed on this project, such as a potential
23 new intermodal transfer facility to increase
24 optimization of operations, additional track-side
25 staging zones or switching and signaling enhancements,

1 or even just repurposing of some underutilized areas or
2 redundant structures.

3 Now, where our team provides service and
4 experience in this regard, actually HDR and Moffatt &
5 Nichol, one of our prime partners on this team, were
6 selected by the Port of Long Beach for a \$250 million
7 redevelopment of their Pier B rail facility. Now, in
8 addition to a number of different projects associated
9 with this, 80,000 linear feet of track were installed,
10 a Pier B street was realigned, and a whole reassignment
11 of the yard was completed.

12 Now, what was interesting about this project
13 was the port's green port policy that required HDR to
14 look at some innovative design solutions to help not
15 only reduce construction costs, increase operational
16 efficiency and reduce impacts to the environment. I'm
17 happy to say that this project was started in 2012 and
18 completed in 2016 on time and under budget.

19 Now, looking at some projects potentially
20 over the \$2 million mark, again looking back at your
21 CIP and the Berth 1 expansion project as just another
22 example, there's a few elements to this project, such
23 as the design, construction and permitting of a new
24 bulkhead and wharf area, the dredging and filling of
25 submerged lands and environmental assessments and

1 permitting.

2 Now, there could be a few challenges that
3 arise, such as impacts to existing operations or
4 tenants that would have to be looked at very closely,
5 as well as potentially tricky or lengthy environmental
6 assessments and permitting.

7 So where HDL and our team bring experience in
8 this regard, we were hired by Jacksonville Port
9 Authority to evaluate and design 4,100 linear feet of
10 bulkhead replacement at the Talleyrand facility at
11 JAXPORT. Now, this project was very unique because it
12 was a three phased approach intended to minimize
13 disruption to the existing cargo terminal at all times,
14 all phases of construction.

15 Now, where HDR came in with an innovative
16 solution was we installed the proposed structure on the
17 landward side of the wall, which not only eliminated
18 the need for environmental permitting entirely, saved
19 12 months of construction and an estimated \$20 million
20 over the life of the project.

21 Now again, just some examples of how this
22 could be brought here to the Port of Palm Beach. I'm
23 happy to say that phase one and two of this project are
24 completed on time and on schedule and on budget, and
25 phase three is slated to be completed in October this

1 year.

2 With that, I'd like to thank you for your
3 time today and hope we've demonstrated an understanding
4 of your capital improvements plan, as well as your
5 master plan and how we can apply our skills and
6 services to the Port of Palm Beach. And again, just to
7 remind you, we have a full-time maritime and port staff
8 that has delivered almost a half a billion dollars in
9 infrastructure, port infrastructure here in Florida
10 alone. Thank you for your time and your consideration
11 for our selection.

12 CHAIR ENRIGHT: Thank you. Are there any
13 questions, Commissioners? Any questions?

14 Where are you located, your home base?

15 MR. BERG: Home base?

16 CHAIR ENRIGHT: Right.

17 MR. BERG: Me or the company?

18 CHAIR ENRIGHT: What?

19 MR. BERG: The company is in Omaha, Nebraska.
20 HDR, Omaha, Nebraska. But we have four south Florida
21 offices. Here in Palm Beach, one of them; another one
22 in Fort Lauderdale; and two in Miami.

23 CHAIR ENRIGHT: And how many employees are in
24 West Palm Beach?

25 MR. FISH: The West Palm Beach office, right

1 now we're capped, unfortunately, at 16, but we are
2 opening a new office in May that we hope to be able to
3 grow into the 30 to 40 range in that office.

4 COMMISSIONER RICHARDS: Nice.

5 CHAIR ENRIGHT: Okay, thank you very much;
6 thank you.

7 COMMISSIONER RICHARDS: Thank you.

8 MR. FISH: No other questions?

9 CHAIR ENRIGHT: No other -- any other
10 questions? No. Thank you.

11 COMMISSIONER RICHARDS: Thank you.

12 CHAIR ENRIGHT: Excellent presentation.

13 COMMISSIONER CIKLIN: Very good.

14 MR. BAKER: And finally we have HDR, and
15 they're on their --

16 EXECUTIVE DIRECTOR ALMIRA: No.

17 MR. BAKER: Excuse me, I'm sorry. My bad. I
18 was looking at the slide. We have Kimley-Horn.
19 They're on their way down the hall.

20 CHAIR ENRIGHT: Hi. Please state your name
21 and your company, and you have ten minutes, sir.

22 MR. ATZ: Thank you. My name is John Atz
23 with Kimley-Horn & Associates. Good afternoon or
24 evening, as the case may be. I realize it's been a
25 long day, so we're going to jump right in.

1 As I said, my name is John Atz. I'm the
2 president and CEO of Kimley-Horn. I'm based here in
3 West Palm Beach, and I've actually been a resident of
4 Palm Beach County for almost 20 years.

5 In case you happen to not be very familiar
6 with Kimley-Horn, let me give you a quick overview of
7 ourselves, and then we'll do more about our team. We
8 started as a firm in 1967, immediately opened an office
9 in West Palm in 1968, so we're celebrating 50 years
10 here, so we've been long time residents and
11 participants in the community.

12 We have over 130 employees right here in West
13 Palm Beach, and then other employees in Palm Beach
14 County. I mention that not so much because of the
15 number of folks, but of the resources that we can
16 provide locally and the responsiveness that we can do
17 through that.

18 We're fortunate to be listed on several forms
19 of recognition, but one that we're proud of is Best
20 Places to Work, and one of those is Best Places for
21 Workplace Diversity.

22 We have the good fortune of having worked on
23 Port property and with the Port of Palm Beach on
24 several projects in the past. Casey, our P.M., has
25 worked on even more than we have. And so what I'd like

1 to do is now introduce Casey, who will serve as our
2 P.M. on this project. Thank you.

3 MR. LONG: Thank you, John.

4 Commissioners, it's an honor to be here to
5 present the Kimley-Horn team. As your general
6 consulting engineer for 21 years, I have a uniquely
7 qualified understanding of what it takes to be the
8 Port's general consultant. I understand what it takes
9 and the responsiveness that's required, such as in the
10 middle of the night water main breaks and hurricane
11 responsiveness after disasters such as Hurricane
12 Ivan -- or Isaac.

13 This requires a substantial amount of
14 specialists to complete the types of capital projects
15 that are in place, including ports and maritime
16 industrial specialists. We understand through the Port
17 of Palm Beach that you're going to need a diverse and
18 local responsive team with the ability to deliver
19 multiple projects at the same time, have a program
20 manager who completely understands the Port of Palm
21 Beach, its infrastructure, its staff and its ability to
22 deliver work, and a team with the ability to support
23 the capital programs, such as maintenance, emergency
24 repairs and big and small projects.

25 This needs to be done with in depth, in house

1 resources and a diverse amount of sub-consultants. I
2 am proud to present to you the Kimley-Horn team. This
3 is one, based upon my experience, I believe is the
4 right one for the Port of Palm Beach, one that consists
5 of seven sub-consultants and six of which are minority
6 business enterprises. They're not just
7 sub-consultants; they're business partners. They're
8 specialists in the port industry, and they bring a lot
9 of local regulatory agency capabilities as well.

10 Here with me today are Rick Ferrin and
11 Monique Whitehead from TranSystems. We have James
12 Khalil from Florida International Consulting. Jeff
13 Weidner and Julie Vers from TranSystems.

14 UNIDENTIFIED SPEAKER: Marlin.

15 MR. LONG: Sorry, from Marlin.

16 We have Ramon Soria from Marlin, Tinú Peña
17 from Motré, Bruno Ramos from BEA Architecture. We have
18 Andre Rayman from Engenuity. And we have Roj
19 Krishnasamy from Tierra.

20 As a general consultant, the contract
21 requires the team to be able to address a wide range of
22 contracts. Many of these require specialties,
23 including rail. TranSystems recently just completed
24 with the FDOT a Port of Palm Beach rail study. We
25 bring that to the team with strong capabilities in that

1 area.

2 You were recently meeting here today on the
3 inland port. This is a vision of the Port of Palm
4 Beach moving forward. Jeff Weidner, from Marlin
5 Engineering, was involved while at the DOT working on
6 the inland port projects, including the U.S. 27 study
7 and the rail studies.

8 Underwater inspection is important with some
9 of your aging underwater facilities. Marlin
10 Engineering and Kimley-Horn both provide that
11 capability.

12 Marine infrastructure and dredging is another
13 design requirement. Both Marlin and Kimley-Horn bring
14 that.

15 Environmental permitting and regulatory, this
16 is not just a regular environmental process. This is a
17 marine specialty. This takes specialists who
18 understand how to complete environmental permitting at
19 a port, in an active port facility.

20 Moving forward, you have growing cruise
21 passenger capabilities with the cruise terminal and the
22 passenger boarding bridges. We bring to the table a
23 world renowned architect in Bruno-Elias Ramos, who has
24 done many projects from PortMiami through Port
25 Canaveral and can help you with your passenger boarding

1 needs and the flow of passengers through your
2 terminals.

3 In addition, with the growing cruise
4 passenger needs, you have the parking garages, and
5 Kimley-Horn and Bruno bring this capability strongly to
6 the Port of Palm Beach.

7 Master planning. Four or five of our
8 consultants are master planners. Not just master
9 planners, port specialists and master planners.

10 And finally, site design and utility. All of
11 our partners bring site design utility capabilities,
12 including Motré, Engenuity, Kimley-Horn and many
13 others.

14 As you can see, a project with this many
15 categories requires a diverse skill set of specialists,
16 and this requires the Kimley-Horn team to have a deep
17 bench. Through this diagram here, you can see from
18 marine structures all the way through site planning, we
19 have a checkmark, not just one, but two in many
20 categories. Everybody you see in orange are minority
21 business enterprises.

22 And we have the depth and the bench strength
23 to pick and choose and categorize, to maximize the
24 capability of our minority participation on these
25 projects, as well as bring the quality capabilities of

1 our marine specialists to you at the Port of Palm
2 Beach.

3 Kimley-Horn is committed to minority
4 participation. As a matter of fact, on contracts that
5 include minority participation, Kimley-Horn has not
6 just met, but exceeded those goals by in excess of 50
7 percent. We bring those opportunities and that
8 commitment to you here at the Port of Palm Beach.

9 But separately from that, contracts also
10 consisting of a capital program, ten percent are only
11 design contracts. Ninety percent consist of the
12 construction contracts. We have the experience and the
13 knowledge to help you, working through your lawyers,
14 yourself and your staff, to grow your construction
15 contracts, to improve and grow your minority
16 participations to get the additional 90 percent of the
17 construction money to spread out the minority
18 participation as well for the Port and help you meet
19 further goals.

20 You asked us to present to you on several
21 projects, including projects that we have similar to
22 those here at the Port of Palm Beach. I, as your
23 project manager, did the Southgate Warehouse. This was
24 a former shopping center. It was underutilized land.
25 It improved the tenant access to the Port by adding an

1 extra gate, and this project was completed on time and
2 under budget for the capital program.

3 And adjacent to that, the Southgate cargo
4 project, the most recent I've been involved with as
5 well, was a former vacant parking lot that's now a
6 revenue generating cargo yard. This was also delivered
7 on time and under budget.

8 Separately, Kimley-Horn just recently wrapped
9 up the City of West Palm Beach's infrastructure and
10 streetscape improvement project here at Tamarind
11 Avenue. This was a neighborhood impact project with
12 heavy utilities and the improvement of streetscapes.
13 But the most success of this project was that this
14 project was significantly completed under budget
15 because of our partnering with the client and the
16 contractor to value engineer this project during
17 construction, changing the phasing plans and coming up
18 with creative solutions for saving our client money.

19 So let's talk a little bit about the benefits
20 of selecting Kimley-Horn. I think there are many. And
21 I believe there are many, from our local nature to our
22 broad depth of service and our skill sets in the ports
23 and maritime industry. We bring local expertise, and
24 with that, you get unmatched responsiveness. We have
25 sub-consultants within two miles of here. Kimley-Horn

1 is a short distance drive away, eight miles, and we are
2 looking at being able to provide you unmatched
3 services.

4 We have team diversity, not because of the
5 partners that we brought on board, but because the
6 partners have skill in the port and maritime business,
7 and from there, we give meaningful opportunities for
8 minority and women business enterprises to participate
9 on our contracts.

10 Program management experience. I've worked
11 throughout the state of Florida at various ports, I've
12 worked throughout the Caribbean on various ports. I
13 bring to you a broad port experience to help you move
14 forward with challenging projects, and Port of Palm
15 Beach knowledge.

16 Continuity of partnership. This continuity
17 of partnership is because our sub-consultants have
18 worked here at Port of Palm Beach. They've worked at
19 your partnering ports. There is no learning curve for
20 the Kimley-Horn team. We will come in and start your
21 projects immediately.

22 And company size. As our president has
23 mentioned before, it's not about the numbers, but it's
24 about the depth of staff and our ability to find who
25 you need to respond from our partners as well as within

1 Kimley-Horn.

2 I've been here since the very beginning of my
3 career. I've seen this Port grow. I'm very proud to
4 be part of this growth and my growth as a result of
5 this Port. I wanted to put together a team that I
6 believe had the same passion for the Port of Palm Beach
7 moving forward, a team that believed that quality
8 service and responsiveness and bringing in the skill
9 and the expertise of the Port of Palm Beach and their
10 other ports to you. This is the team, the Kimley-Horn
11 team, and we ask you today to select the Kimley-Horn
12 team for your success in the future.

13 I have a bunch of people with a lot of
14 experience, and I couldn't hit it in the period of
15 time. And I want to open it up for questions and
16 answers so I can have an opportunity to share some of
17 the great experience of our team.

18 CHAIR ENRIGHT: Thank you.

19 Any questions?

20 COMMISSIONER CIKLIN: Yes. Is there one
21 member of your team -- I know -- I think she was here
22 at our last meeting, she got stuck in the elevator.

23 COMMISSIONER WALDRON: She's right there.

24 COMMISSIONER CIKLIN: Yes.

25 MR. LONG: If you could stand.

1 COMMISSIONER CIKLIN: I just didn't know.

2 What's your expertise?

3 MS. PEÑA: Civil engineering, design, and we
4 also do site planning --

5 COMMISSIONER RICHARDS: Thank you.

6 MS. PEÑA: -- permitting, feasibility
7 studies, (inaudible) analysis studies, general
8 engineering and design.

9 COMMISSIONER CIKLIN: And you're a Palm Beach
10 County resident too?

11 MS. PEÑA: Yes.

12 COMMISSIONER CIKLIN: Okay, thank you very
13 much.

14 COMMISSIONER RICHARDS: Jean. Madam Chair.

15 CHAIR ENRIGHT: Yes, Commissioner Richards.

16 COMMISSIONER RICHARDS: It has a nice ring,
17 doesn't it?

18 CHAIR ENRIGHT: Yes.

19 COMMISSIONER RICHARDS: Good.

20 CHAIR ENRIGHT: My mind. I was looking at
21 this.

22 COMMISSIONER RICHARDS: No, no. The Madam
23 Chair has a nice ring to it.

24 CHAIR ENRIGHT: Go on.

25 COMMISSIONER RICHARDS: Mr. Long, always a

1 pleasure to see you.

2 MR. LONG: Thank you. Happy to be here.

3 COMMISSIONER RICHARDS: You've done a lot of
4 wonderful work here. Would you please go back to your
5 matrix of services.

6 MR. LONG: Yes, sir.

7 COMMISSIONER RICHARDS: It is my belief that
8 all of the entities that have presented -- and you're
9 the fourth and final. I don't know how you pulled that
10 one off. But all of the entities that presented are
11 capable of doing the work. That's my belief.

12 And at the last meeting, I and my colleagues,
13 some of my colleagues were very strong in saying that
14 with the knowledge that everyone can do the work that's
15 before us, it's going to be very important that we see
16 a strong team comprised of minority and women, okay?
17 And when I look at them, and it seems as though I
18 believe you have done that.

19 MR. LONG: Yes, sir.

20 COMMISSIONER RICHARDS: When I look at the
21 matrix of services, under Kimley-Horn there's a check
22 by -- Kimley-Horn is a big box, big entity. I see a
23 check by almost every area. There are three or four
24 where there's no check.

25 We just heard a civil -- a civil engineer

1 just spoke and said hello. But Kimley-Horn can also do
2 civil paving, civil drainage, civil water and sewer.
3 My concern is dollars. When it comes time to choose
4 which entity on your team is going to get the work,
5 help me to understand why Kimley-Horn will not keep
6 most of it to themselves, because you have projections
7 and financial goals you're trying to meet. Help me
8 understand why it will go to the entities that are to
9 your right, to my left.

10 MR. LONG: Well, first of all -- and thank
11 you for the question. First of all, I believe that not
12 all engineering firms are necessarily created equal
13 when it comes to the ports and maritime world. There
14 are port specialists who understand the operations of a
15 port, they understand how a port flows and functions,
16 and they also understand the wheel loading. For
17 instance, out there you can't put a DOT structure
18 underneath of a container load. They're going to have
19 problems and structural failures. So not all engineers
20 in the port world are created equal, because they need
21 to understand port operations.

22 We've put together a team that has a vast
23 majority of that capability. Kimley-Horn, yes, does
24 have checks next to all those. That shows our
25 capability. And we're able to help lead those

1 contracts and help lead those projects.

2 But we have partners here that are also
3 capable, and we want to partner with the Port of Palm
4 Beach to make sure that we're putting together the best
5 quality team and the most efficient team for the Port
6 of Palm Beach to complete these contracts.

7 For instance, Berth Number 1, marine
8 expertise comes with Kimley-Horn & Associates and
9 myself here at the Port of Palm Beach, but I have Julie
10 Vers, who can assist me as far as doing maybe quality
11 control. Any upland work can be done by a
12 sub-consultant such as Tinú doing site civil design.
13 We have construction phase services that are going to
14 require construction support. We have sub-consultants
15 with those capabilities.

16 On the design side of things, we can partner
17 up and we can take the construction role on various
18 projects. It's a matter of whatever task is put in
19 front of us, we need to understand the best team to
20 deliver the project --

21 COMMISSIONER RICHARDS: You have developed a
22 great team. I need to understand at the end of the
23 day -- help me understand that Tinú and others here
24 will get the work and Kimley won't keep it for
25 themselves. You have a team here. I don't want

1 this -- if this team is selected for one or more of
2 these, I don't want this team to go hungry and
3 Kimley-Horn to be fat. You have beautiful faces with
4 high qualifications here. How do we know that the
5 members of your team that are here at the end of the
6 day will share in the benefits of an award should
7 Kimley-Horn get that award?

8 MR. ATZ: If you don't mind me adding --

9 COMMISSIONER RICHARDS: No, you're the --

10 MR. ATZ: -- again. John Atz.

11 COMMISSIONER RICHARDS: Glad you're here.

12 MR. ATZ: A little bit about our culture,
13 okay? We have grown into a sizable firm, and yet our
14 roots are as a small firm. In fact, we believe that
15 what differentiates us from a lot of firms that are our
16 size and larger is you will feel like you are working
17 with a small firm.

18 Part of that is a culture of if you take
19 someone to the dance, you have a commitment and an
20 obligation to them. We believe that. All of these are
21 trusted partners. These are folks that, if we do not
22 serve them, treat them well, then the next time we're
23 both looking for partnership, we won't have that. So
24 we've been around long enough to understand if you take
25 advantage of, you don't provide people opportunities,

1 it will come back and hurt you.

2 We have a reputation after years of being in
3 the business that we seek to preserve and continue to
4 perpetuate. One of the things that we have done -- it
5 doesn't apply in this particular case because of the
6 type of work, but I mean we've had situations where
7 we've created joint ventures with minority firms to
8 help train their staff to be able to be more able to do
9 work.

10 So we have a corporate commitment. The only
11 way we can demonstrate that corporate commitment is
12 through our acts. And so I realize there's a leap of
13 faith that I ask of you, but we understand what it
14 means. And we have been primes on teams, and we have
15 been subs on teams. We play whatever role is the
16 appropriate role. We believe every one of these
17 consultants has a great role on our team, and it's our
18 intent to use them.

19 COMMISSIONER RICHARDS: I'm glad to hear
20 that, and I'm glad to hear that the CEO understands and
21 has that perspective. Thank you.

22 And thank you, Casey.

23 MR. ATZ: You're welcome.

24 CHAIR ENRIGHT: Any other questions?

25 I just have a question. As far as minority

1 participation, what will be, if you're awarded a
2 contract, the percentage of minority participation on
3 one of these contracts you foresee?

4 MR. LONG: Unfortunately, it varies from
5 contract to contract. For instance, if you had a
6 passenger boarding bridge contract, we have
7 Bruno-Elias, who's a minority enterprise. A vast
8 majority of the work on that type of contract is going
9 to be going to an architect and the MEP firm with James
10 Khalil, another minority participant, so that kind of
11 contract.

12 When you get into a different contract, such
13 as a task order associated with driving sheet piles and
14 the marine side of things, the percentage will be a
15 little less, because we're dealing with different
16 perspectives and different types of work. So it's
17 going to vary. I wish I could give you an exact
18 percentage. But we are committed to keeping our
19 minority partners and our other partners involved in
20 all of the projects.

21 CHAIR ENRIGHT: Any other questions?

22 Thank you.

23 MR. LONG: Thank you.

24 CHAIR ENRIGHT: Now we have a comment from
25 the public.

1 Mr. Baker, you have some more comments?

2 MR. BAKER: No, ma'am.

3 CHAIR ENRIGHT: We have a comment on this
4 item from former County Commissioner Priscilla Taylor.

5 MS. TAYLOR: Well, good evening. And thank
6 you, Madam Chair. First, congratulations. I didn't
7 realize I was going to be speaking on this particular
8 item specifically. I was here really to congratulate
9 you on being elected Chair today.

10 However, since you have called me up at this
11 time -- and first let me congratulate the Port on some
12 things you're doing. One, the inland port, because
13 that is something that I started when I was here, and I
14 am certainly glad that you all are pursuing it.

15 But I don't envy you for where you are today,
16 because you had four excellent organizations, and I
17 understand you have three contracts that you're trying
18 to give out.

19 And when I was at the County -- and I didn't
20 want to talk on this, and I'm not going to talk on it
21 long because I don't think I have but two minutes, but
22 one thing that I have always stressed is being fair and
23 trying to be inclusive when we do have an opportunity
24 to do so.

25 You know, the Port actually was one of the

1 first entities here in Palm Beach County that did the
2 fair wages for the union, so you felt proud of that,
3 because I think Wayne was here and Blair was here and
4 some of the others are gone. So I would just like
5 to -- today I know you have a big decision to make as
6 you work toward this with the engineering firms. But I
7 know you have an opportunity to perhaps include a
8 minority firm as a prime, which is something that we
9 don't do that often here.

10 When we had the disparity study, that is
11 something that I started when I was at Palm Beach
12 County, and we got it back this year. And not to say
13 that the Port had any disparities, because I know that
14 the Port works fairly and inclusive. However, if there
15 is an opportunity to be inclusive as you do this today,
16 I certainly would encourage you to do so.

17 So I'm just honored to be here. I love the
18 Port, my first political position, and I always say
19 this is probably the best one that I've had. So thank
20 you.

21 CHAIR ENRIGHT: Thank you very much.

22 Mr. Picken, we need -- I'll go back to Carl
23 Baker.

24 MR. BAKER: No, if you --

25 CHAIR ENRIGHT: Mr. Picken, now I guess we

1 will go with -- we will take each engineering firm,
2 each area individually, and then vote on that
3 particular company?

4 MR. PICKEN: Each type of contract.

5 CHAIR ENRIGHT: Each type of contract, then
6 vote on that contract, receive the results, and then we
7 will go to the next one. Am I correct?

8 MR. PICKEN: Well, Carl has worked very hard
9 on this and understands it --

10 CHAIR ENRIGHT: Okay.

11 MR. PICKEN: -- really, really well. And I
12 know he's prepared to take you through this.

13 CHAIR ENRIGHT: Okay, you can take us through
14 it.

15 MR. PICKEN: So I don't want to throw a
16 monkey wrench into his presentation. And this is kind
17 of his baby, so --

18 CHAIR ENRIGHT: Okay, go on.

19 MR. BAKER: Thank you. Commissioners, I
20 believe the easiest way to do this is probably, and
21 this goes back to Commissioner Richards' question,
22 start with the chart that says work of a specified
23 nature. Fill that one out, and then just work your way
24 down to the other two. And do everything. Do fill out
25 all three forms, and then Venice will come over, pick

1 them up, and then we'll put a spreadsheet up on the
2 screens, and we'll add everything up live.

3 CHAIR ENRIGHT: I guess my question is
4 wouldn't it be better for us to do each one
5 individually and then determine -- then they're scored,
6 and then find out the selection process, and then do
7 the next one and then the next one? I think that would
8 be the fairest way to do it.

9 EXECUTIVE DIRECTOR ALMIRA: You mean by
10 category?

11 CHAIR ENRIGHT: Category. Do one category,
12 then select the company. Then we will submit our next
13 form, then select the company. Then our third one.

14 COMMISSIONER WALDRON: Yes, I agree with
15 that.

16 CHAIR ENRIGHT: I think that's the best way
17 to do it.

18 COMMISSIONER WALDRON: I agree.

19 COMMISSIONER RICHARDS: I'll third that.

20 CHAIR ENRIGHT: Yes. So I guess we will
21 start with work of a specified nature, Mr. Baker?

22 MR. BAKER: Yes, that would be just
23 outstanding.

24 CHAIR ENRIGHT: And then after we score, then
25 we will go from there, and then receive the results and

1 then go to the next.

2 MR. BAKER: As you wish.

3 CHAIR ENRIGHT: Thank you, sir.

4 MR. PICKEN: That works too.

5 MR. BAKER: That works.

6 COMMISSIONER CIKLIN: So you want work of a
7 specified nature? All right, here you are. Don't lose
8 that.

9 COMMISSIONER RICHARDS: If time is up, we'll
10 just disregard a particular Commissioner's --

11 VICE CHAIR McARTHUR: This is hard.

12 CHAIR ENRIGHT: You're still trying to add?

13 COMMISSIONER RICHARDS: Did you turn it in?
14 Just hold it up.

15 COMMISSIONER CIKLIN: Turned in two. That's
16 not fair.

17 VICE CHAIR McARTHUR: This is hard.

18 COMMISSIONER RICHARDS: It is difficult, yes;
19 yes, it is.

20 Oh, wow, that's live.

21 COMMISSIONER RICHARDS: Oh, I didn't put my
22 name.

23 COMMISSIONER CIKLIN: No, you don't have to.

24 CHAIR ENRIGHT: I didn't put my name on mine
25 either.

1 COMMISSIONER RICHARDS: So how do they know?

2 COMMISSIONER CIKLIN: Because you're the only
3 one that filled in the --

4 CHAIR ENRIGHT: I didn't put my name on mine
5 either, I just voted. But I folded mine.

6 COMMISSIONER CIKLIN: It doesn't matter.
7 It's next to your name.

8 CHAIR ENRIGHT: Oh, I didn't put in this.

9 COMMISSIONER CIKLIN: What?

10 CHAIR ENRIGHT: I voted this in your name.

11 COMMISSIONER CIKLIN: You voted for me?

12 CHAIR ENRIGHT: I voted for you.

13 COMMISSIONER CIKLIN: She did it wrong.

14 CHAIR ENRIGHT: Oh, I voted for you.

15 COMMISSIONER CIKLIN: Oh, my gosh. Thank you
16 very much; thank you. I don't know that much
17 engineering, but I can do it.

18 CHAIR ENRIGHT: I voted for you.

19 COMMISSIONER CIKLIN: Thank you.

20 CHAIR ENRIGHT: Oh, wow. So you had two
21 votes.

22 COMMISSIONER CIKLIN: Thank you very much.

23 VICE CHAIR McARTHUR: Is the low number good
24 or --

25 COMMISSIONER RICHARDS: The low number's

1 best.

2 CHAIR ENRIGHT: The low number.

3 COMMISSIONER CIKLIN: Number one is the best.

4 COMMISSIONER RICHARDS: Yes, the lower the
5 number.

6 MR. BAKER: Commissioners, so for work of a
7 specified nature, the first place company is
8 Kimley-Horn. The second place company is Bermello.
9 The third place company is E. C. Fennel. And the
10 fourth place company is HDR Engineering.

11 COMMISSIONER CIKLIN: Okay.

12 CHAIR ENRIGHT: Okay.

13 COMMISSIONER CIKLIN: Next.

14 MR. BAKER: Now, if you would, please, the
15 professional services for projects under \$2 million.

16 CHAIR ENRIGHT: I think I voted right. I
17 didn't vote for Blair this time.

18 COMMISSIONER CIKLIN: I don't know why not.

19 MR. BAKER: For everybody out there who
20 thinks I'm typing slow, you can have it fast or you can
21 have it right.

22 Commissioners, we have a first place tie
23 between Bermello and E. C. Fennel for projects under
24 \$2 million. We have HDR Engineering -- excuse me. We
25 have Kimley-Horn is third, and we have HDR Engineering

1 is fourth.

2 So Mr. Picken, I would -- the policy should
3 be they should vote again, just using those two
4 companies.

5 MR. PICKEN: Just between -- I may not
6 pronounce it -- Bermello and E. C. Fennel. You just
7 vote for those two, and the lowest vote-getter would be
8 the --

9 MR. BAKER: As before.

10 MR. PICKEN: -- would be ranked one, and the
11 next lowest vote-getter as between those two would be
12 ranked two, and then Kimley-Horn would be third.

13 CHAIR ENRIGHT: Excuse me. For
14 clarification, Mr. Picken, so we are voting between the
15 top two?

16 MR. BAKER: Bermello and E. C. Fennel. Those
17 are the only two companies that you're voting for.

18 CHAIR ENRIGHT: Okay, thank you. One or two,
19 right?

20 MR. BAKER: Correct.

21 VICE CHAIR McARTHUR: We don't have a --

22 MR. BAKER: She's going to give you another
23 sheet. Just a second while we --

24 CHAIR ENRIGHT: Let's do it by hands and let
25 it go. Mr. Picken, may we just show hands instead of

1 going through all of that? She has to go --

2 MR. PICKEN: Okay.

3 EXECUTIVE DIRECTOR ALMIRA: She's going to
4 make them.

5 CHAIR ENRIGHT: Oh, she's going to make -- we
6 have to do it that way?

7 MR. PICKEN: Yes. Well, let's see what
8 happens, okay? If it's not -- yes, you can do that.
9 If the results are unclear, I think we need to put it
10 to paper, but as long as it's clear. So maybe what we
11 could do is ask how many first place votes are there
12 for --

13 CHAIR ENRIGHT: Okay, she has it.

14 COMMISSIONER CIKLIN: She's got the paper.

15 MR. PICKEN: Okay.

16 COMMISSIONER CIKLIN: So we just vote one or
17 two, correct, Jean?

18 COMMISSIONER RICHARDS: Yes.

19 CHAIR ENRIGHT: Yes. One, two. And I did
20 not vote for you this time.

21 COMMISSIONER RICHARDS: Just one, two. I got
22 it.

23 VICE CHAIR McARTHUR: Got it. Thank you.

24 MR. BAKER: Commissioners, so on the second
25 round, for projects under \$2 million, the first place

1 company would be E. C. Fennel Engineering Consultants.

2 And if you would, please, the third and last
3 time would be your selection for engineering services,
4 for professional services for -- excuse me -- for
5 studies where the fee does not exceed \$200,000.

6 (Discussion held off the record.)

7 MR. BAKER: Commissioners, for study
8 activities where the fee for professional services does
9 not exceed \$200,000, the first place company is E. C.
10 Fennel. There is a tie between Bermello and
11 Kimley-Horn. And in fourth would be HDR Engineering.
12 And then that concludes the scoring portion of --

13 MR. PICKEN: Well, no, we need to --

14 MR. BAKER: Oh, excuse me, I'm sorry.

15 MR. PICKEN: A vote-off.

16 CHAIR ENRIGHT: We have a tie.

17 COMMISSIONER WALDRON: It's a tie, but it's
18 the lowest scores.

19 MR. BAKER: For second place. Take it back.

20 (Discussion held off the record.)

21 CHAIR ENRIGHT: They're second place. You're
22 saying for second place, we need to vote over for
23 second place?

24 MR. PICKEN: Correct. There's a tie for
25 second place.

1 CHAIR ENRIGHT: Thank you, sir.

2 COMMISSIONER CIKLIN: Mind boggling to me.

3 (Discussion held off the record.)

4 MR. BAKER: Commissioners, for this revote,
5 you're going to vote -- you're only going to vote
6 between Bermello and Kimley-Horn.

7 COMMISSIONER CIKLIN: So just vote one for --

8 MR. BAKER: Vote one, yes.

9 COMMISSIONER WALDRON: One or two.

10 MR. BAKER: One or two, and it's only for
11 Bermello and only for Kimley-Horn.

12 COMMISSIONER RICHARDS: Someone needs aspirin
13 up here.

14 MR. BAKER: Commissioners, to break the tie,
15 Kimley-Horn is second. So for study activities, first
16 place is E. C. Fennel, second place is Kimley-Horn,
17 third place is Bermello, fourth place is HDR
18 Engineering.

19 CHAIR ENRIGHT: Thank you.

20 Any questions, Commissioners? Any comments?
21 Okay, let's go further.

22 MR. BAKER: Madam Chair.

23 CHAIR ENRIGHT: Yes. We need a motion to
24 accept.

25 MR. BAKER: And to allow the Executive

1 Director to engage in contract negotiations with the
2 selected companies. And if he's unable to reach an
3 agreement with the first place company in each
4 category, he's authorized to begin negotiations with
5 the second place company.

6 CHAIR ENRIGHT: Thank you. I need a motion.

7 COMMISSIONER RICHARDS: So moved.

8 CHAIR ENRIGHT: So moved.

9 VICE CHAIR McARTHUR: Second.

10 CHAIR ENRIGHT: The motion has been properly
11 moved and seconded. All in favor?

12 (A chorus of ayes.)

13 CHAIR ENRIGHT: Motion carries unanimously.

14 MR. BAKER: Thank you.

15 CHAIR ENRIGHT: Thank you.

16 And I would like to thank all of the
17 companies who decided to take your time out to come to
18 the Port of Palm Beach. We appreciate your interest in
19 the Port. And hopefully the companies who were
20 selected will be -- you will hear -- Mr. Almira, you
21 will talk to them today? Is that right?

22 EXECUTIVE DIRECTOR ALMIRA: No, it will be
23 through the week.

24 CHAIR ENRIGHT: Oh, through the week, okay,
25 because someone said after the meeting was over. Okay,

1 thank you very much.

2 Let's continue. Now I have comments from the
3 public. The meeting is not over. We have comments
4 from the public. I have Mr. Tim Gamwell, please.

5 MR. GAMWELL: Good evening, Commissioners and
6 Port staff. Just want to thank you. I'm from the
7 Guatemalan Maya Center. I'm also here on behalf of the
8 Children's Coalition and For the Children.

9 We were here previously. You sponsored a
10 trip up to Tallahassee with seven of our young people.
11 We'd like to come back to a future meeting to share
12 with you some of the photos and videos and share with
13 you a link where you can access some of that content.

14 Just a little brief synopsis of some of the
15 things our young people did. We had seven young people
16 from Palm Beach County schools. Two young boys are
17 Haitian, three young people from Guatemala, and there
18 were two young people who are from Mexico. A majority
19 of the children were born here or have been naturalized
20 citizens.

21 And what they were impressed with above all
22 was the openness with which their Representatives and
23 Senators greeted them. So we were able to meet with
24 approximately -- it was a little over 20 State Senators
25 and Representatives from around the state, and some of

1 the young people were invited to apply for internships
2 next year when they graduate. So it was a fantastic
3 opportunity.

4 We also met with a young man in Tallahassee
5 who started a nonprofit working with refugees, who
6 inspired some of our young people to come back and get
7 involved in their civic engagement activities, but also
8 helping their community.

9 So just wanted to say thank you for your
10 support. We look forward to coming back in the future,
11 sharing with you some of our successes and future
12 projects. So thank you again.

13 CHAIR ENRIGHT: Thank you.

14 Next we have Melissa Williams.

15 MS. WILLIAMS: I have a few things for you
16 guys. Can I pass them out now?

17 CHAIR ENRIGHT: Yes, sure.

18 COMMISSIONER CIKLIN: That's very nice.

19 CHAIR ENRIGHT: Oh, wow.

20 MS. WILLIAMS: So my name is Melissa, and I'm
21 with the Wild Dolphin Project. We're a local nonprofit
22 here in Jupiter, Florida. We were funded by Denise
23 Herzing -- she's our research director and founder --
24 back in 1985, so it's a long-standing project that
25 started over three decades ago.

1 We take our research vessel -- it's a 62 foot
2 power catamaran -- over to the Bahamas for ten ten-day
3 trips throughout the summer. We go May through
4 September, and we research the dolphins' behavior and
5 communication out in the wild.

6 And we have an event coming up in March; it's
7 on March 24th. It's going to be at the FAU auditorium
8 up in Jupiter. And what I'm looking for is hoping to
9 get a sponsorship from the Port. I'll tell you a
10 little bit about the event in one second.

11 But I feel the benefit of a partnership is
12 that we have a lot of social media following; we also
13 have the ability to present during the event like a 60
14 second or a couple minute video if you'd like to
15 promote some of the happenings here at the Port. I
16 understand you guys have like a green initiative and
17 some other things that can help connect the public with
18 what you're doing here.

19 The event itself, we have a lot of media
20 coverage, from BBC to PBS. Nat Geo has come out with
21 us. We have a lot of national coverage. And more
22 recently, we had PBS come out with us last summer
23 during one of our research trips, and they're doing --
24 they're premiering -- they're promoting -- they're --
25 sorry, you guys have me nervous.

1 COMMISSIONER RICHARDS: You're doing great.

2 CHAIR ENRIGHT: That's okay. Excellent.

3 MS. WILLIAMS: We're doing a premier of their
4 Changing Seas episode where they feature our work and
5 they cover it. And so we're going to premier that show
6 at the event, and we expect to see about 500 people in
7 the auditorium for that event, local business owners,
8 the general public. We have some students coming out
9 with us for intern -- like local interns and high
10 school students, as well as supporters that support our
11 projects from all over the state will be in town.

12 So I feel like as we promote our work, we
13 also like to showcase our, you know, home ports, since,
14 you know, we clear Customs through here throughout the
15 summer, and just kind of have an opportunity to show
16 our audience, you know, the work that we do, but also,
17 you know, show other happenings that are right here in
18 our own back yard.

19 CHAIR ENRIGHT: Thank you very much. I'm
20 sure that -- go on, Commissioner.

21 COMMISSIONER CIKLIN: Are there any -- this
22 might be a stupid question, but are there any dolphin
23 actually close by here?

24 MS. WILLIAMS: A lot, in the Intracoastal
25 especially. The dolphins that we research are

1 primarily in the Atlantic, so they're the Atlantic
2 spotted dolphins. But here in our Intracoastal,
3 there's dolphins everywhere.

4 COMMISSIONER CIKLIN: Really?

5 MS. WILLIAMS: In fact, some of our Florida
6 work we do in the off-season. So the Bahamas, we go
7 May through September, but in the off-season we do like
8 local day trips where we survey these dolphins out
9 here. But that's not our primary study, but you know,
10 it is part of, it is an aspect of what we do.

11 COMMISSIONER CIKLIN: Do they migrate to the
12 warm water or not really?

13 MS. WILLIAMS: Not really. You would find
14 that the Intracoastal dolphins, they're here in their
15 own little community. The dolphins that we research
16 are off -- we clear Customs over there on West End, so
17 we go a little bit north of there, like the Sugar Sands
18 area, and so that's our primary study site, as well as
19 Bimini. So that's our primary study site, but we do
20 study these dolphins here too, and there are a number
21 of them here locally.

22 CHAIR ENRIGHT: So my understanding, you're
23 asking for a sponsorship for your project on the 24th,
24 which is an educational research project for children
25 in the area?

1 MS. WILLIAMS: Not primarily for children.
2 It's going to be for the general public.

3 CHAIR ENRIGHT: Okay.

4 MS. WILLIAMS: It's an annual event that we
5 put on where, you know, for example, like our research
6 director, she -- we partnered recently with Georgia
7 Tech to work on some underwater wearable computers so
8 we can work with the dolphins for two-way
9 communication.

10 CHAIR ENRIGHT: Okay.

11 MS. WILLIAMS: So like he would be a speaker
12 we would have for maybe next year where we want a more
13 technical talk. This is more to showcase the Changing
14 Seas episode that's going to feature our work. So just
15 while we have a captive audience, it would be great to
16 have, you know, something else that we can show them.

17 COMMISSIONER CIKLIN: It sounds wonderful.
18 So if you would be kind enough to submit your 501(c)(3)
19 and all of your documentation to our clerk --

20 MS. WILLIAMS: Okay.

21 CHAIR ENRIGHT: -- and then we'll have a
22 chance to look at it.

23 MS. WILLIAMS: Okay.

24 CHAIR ENRIGHT: Thank you very much.

25 MS. WILLIAMS: Thank you.

1 CHAIR ENRIGHT: The next person is -- I have
2 a Pierre Carson.

3 MS. CAZEAU: Pierrette?

4 CHAIR ENRIGHT: Pierrette?

5 MS. CAZEAU: Yes. Good evening. My name
6 Pierrette J. Cazeau. I am the President of Haiti
7 Cholera Research Funding Foundation.

8 The reason I asked to speak to say thanks to
9 each one of you that voted and that donate the money.
10 I will be traveling the 26th of January, which is that
11 will be next Friday, to United Nation from the 26th to
12 the 7. However, I cannot complete it totally to the 7,
13 but I will be traveling the 5th and be in Malaysia to
14 discuss the housing issue for the homeless here in
15 Florida, as well other parts.

16 And then from that point, when I -- once I
17 return back to Florida, I have made several
18 arrangement. And our Foundation select Commissioner
19 Waldron to speak on the behalf of the environment.
20 Once again, thank you very much, and looking forward to
21 work again with you guys. Thank you.

22 COMMISSIONER CIKLIN: Thank you.

23 Comments from the Commissioners.
24 Communication Richards.

25 COMMISSIONER RICHARDS: Nothing additional,

1 thank you.

2 CHAIR ENRIGHT: Commissioner McArthur.

3 VICE CHAIR McARTHUR: Just one thing, Madam
4 Chair. I'd like my colleagues to put on the next
5 agenda the issue of the Office of Inspector General
6 again. I've spoken with a number of groups who would
7 like to come to the Port meeting and express their
8 feelings about this, and so if it was on the agenda, I
9 could tell them they would not be wasting their time,
10 but it would be on the agenda and they would have an
11 opportunity to address you. Thank you.

12 CHAIR ENRIGHT: Commissioner Ciklin.

13 COMMISSIONER CIKLIN: Nothing.

14 CHAIR ENRIGHT: Commissioner Waldron.

15 COMMISSIONER WALDRON: I'm fine, thank you.

16 CHAIR ENRIGHT: Okay. I have no problem with
17 things on the agenda, because at the end of the day, we
18 will make the decision anyway. So if something's on
19 the agenda, I have no problem.

20 Our next meeting will be Thursday, February
21 15th, 2018 at 4 p.m. Meeting adjourned.

22 Thank you, gentlemen.

23 (Whereupon, at 6:46 p.m., the proceedings
24 were concluded.)

25

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C E R T I F I C A T E

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4 THE STATE OF FLORIDA)

)

5 COUNTY OF PALM BEACH)

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8 I, Susan S. Kruger, do hereby certify that

9 I was authorized to and did report the foregoing

10 proceedings at the time and place herein stated, and

11 that the foregoing pages comprise a true and correct

12 transcription of my stenotype notes taken during the

13 proceedings.

14 IN WITNESS WHEREOF, I have hereunto set my

15 hand this 24th day of January, 2018.

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Susan S. Kruger

Susan S. Kruger



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<p>17:6 18:10,13 20:8 21:18,20 23:3 25:8,24 26:1,8 28:8,15 28:19,25 29:8 30:1 35:20,21 36:9,11 43:5,10 43:16,21 44:1,3 44:7,19 45:4 46:2,4,6,12 51:20,21,25 52:4,8,12 53:24 54:2 55:10 60:7 60:17,21,24 61:1 62:10 87:11,13 88:9 108:23 119:14 119:18 125:17 126:9 134:19 135:14,15 walk 47:23 53:18 55:2 94:16 walking 9:22 walks 53:16 wall 32:3,13,13 37:19 97:17 want 3:19 14:13 17:15 19:10,19 19:20 20:2,3,9 20:14,17,18,21 20:22,22 30:23 33:20 37:5 39:14,15 40:10 41:18 43:5 49:3 49:10 51:6 52:6 60:6 65:10 70:7 76:9,13 77:8,20 77:23 78:17 80:9 83:2 84:22 90:8 108:15 112:3,25 113:2 116:20 118:15 120:6 128:6 133:12 wanted 17:23 39:24 48:16</p>	<p>51:3,25 56:3 65:15 91:3 108:5 129:9 Wantman 93:16 wants 15:21 55:10 warehouse 24:18 25:1 105:23 warehouses 14:4 warm 132:12 warrants 16:22 Washington 30:12 wasn't 40:6 47:1 88:24 wasted 16:20 wasting 135:9 water 32:22 38:4 65:10 72:16 73:5 90:22 101:10 111:2 132:12 way 19:2 37:25 45:14 47:3 55:3 71:7 81:24 89:12,21 99:19 104:18 114:11 118:20,23 119:8 119:16 124:6 Wayne 1:20 2:16 117:3 we'll 3:6,16 4:5 8:16,19 28:1 29:6 31:6,9 33:14,15 37:12 47:22,23 48:10 49:7 53:21 63:23 68:10 100:7 119:1,2 120:9 133:21 we're 10:8,23 13:1 14:3 16:23 16:25 17:17 18:20 19:21,25 20:3,4,4,23 24:14 26:15,16 26:20 27:14</p>	<p>31:20 32:23 37:3,4,10 42:8 42:19,20 43:6 45:23 47:6 50:16 52:22 53:2,16 63:16 64:2 66:23 67:3 67:4,6,7,15,16 67:17 71:19 73:3 75:1 77:6 77:10,21 78:7 79:3,12,16 80:5 80:7 84:1 87:2 88:7 90:2,12,18 91:10 92:7,12 93:14 95:16 99:1,25 100:9 100:18,19 111:25 112:4 113:22 115:15 129:21 131:3,5 we've 4:8 15:24 19:8 45:17 46:10,18,21 49:9 54:19 56:2 58:25 59:16,17 59:18,20,24 66:10,14 68:3 69:1,12 73:6 74:17,19,20 77:13,14 78:21 79:22 80:6,11 80:12 82:22 83:4 84:1 86:11 86:12 90:24 92:11 93:10,18 94:21 95:4,7 98:3 100:10 111:22 113:24 114:6,7 wearable 133:7 week 15:3 24:7,15 32:5,11 36:21 37:22,22 39:25 40:1 56:21,22 127:23,24</p>	<p>weeks 13:12 23:16 23:18 44:13,15 56:17 Weidner 102:13 103:4 welcome 74:6 114:23 went 9:23 24:1,13 24:24 57:7 89:12 Wes 94:2 west 16:10 32:15 74:24 75:1 98:24,25 100:3 100:9,12 106:9 132:16 western 25:14 wharf 91:5 96:24 wheel 111:16 WHEREOF 136:14 whim 70:8 Whitehead 102:11 wide 102:21 wild 129:21 130:5 wild1life 57:4 Williams 129:14 129:15,20 131:3 131:24 132:5,13 133:1,4,11,20,23 133:25 willing 54:22 willingness 13:20 wish 16:8 86:7 115:17 120:2 wishes 57:12 wit 2:5 withholding 48:18 WITNESS 136:14 women 93:20 107:8 110:16 wonderful 110:4 133:17 wondering 22:6</p>	<p>64:21 wording 46:18 words 24:4 64:20 work 15:12,16 17:24 32:1,17 36:8,10 38:3,7 38:20,24 39:5,7 39:9,11 41:7 46:18 48:11 51:10 63:8 64:11 67:9,9 69:13 72:17 73:11 77:18 79:21 81:14,17 82:10,20 83:1,3 84:2 90:25 91:7 91:19 92:10 93:8 94:4,9 100:20 101:22 110:4,11,14 111:4 112:11,24 114:6,9 115:8 115:16 117:6 118:22,23 119:21 120:6 122:6 131:4,12 131:16 132:6 133:7,8,14 134:21 worked 48:22 61:6,13 73:1 77:13 80:6 82:24 86:1 91:7 93:18 94:13 100:22,25 107:10,12,18,18 118:8 workers 9:21 working 15:6 21:22 24:20 26:21 32:4 36:22 40:12 42:19 67:10,20 69:20 71:1 77:3 78:6 79:2 83:24 83:25 84:1</p>
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<p>92:20 93:25 103:5 105:13 113:16 129:5 Workplace 100:21 works 26:16 117:14 120:4,5 workshop 85:18 workshops 83:14 world 67:7 77:5 78:13 93:13 103:23 111:13 111:20 world's 57:1 worried 86:8 worry 46:1 worse 10:4 worth 92:3 wouldn't 119:4 wow 4:11 9:17 120:20 121:20 129:19 wrapped 106:8 wrench 118:16 write 31:2 wrong 41:1 42:5 46:21 51:4 121:13 WSP/Parsons 72:9</p> <hr/> <p style="text-align: center;">X</p> <p>X 45:21</p> <hr/> <p style="text-align: center;">Y</p> <p>yacht 57:2 yard 96:11 106:6 131:18 yards 23:22,22,24 24:1,2 year 30:3 40:23 58:16 59:8,9,19 76:12 78:24 80:25 81:9 95:10 98:1 117:12 129:2</p>	<p>133:12 years 3:23 7:25 12:10,17 15:25 16:16,17 19:9 53:17 58:20 59:8 61:8 69:1 69:13 74:18 76:14 77:15 88:5 92:13,17 95:5,7 100:4,9 101:6 114:2 yesterday 31:24 York/New 95:5 young 128:10,15 128:15,16,17,18 129:1,4,6</p> <hr/> <p style="text-align: center;">Z</p> <p>zero 20:4 Zielinski 1:21 58:13,14 60:20 61:7 zones 95:25</p> <hr/> <p style="text-align: center;">0</p> <hr/> <p style="text-align: center;">1</p> <p>1 26:20 59:17 91:11 96:21 112:7 1,000 74:17 1,500 27:9 1,834 27:11 1.5 59:11 10 11:10 100 18:1,18,24 19:22 41:13 52:5,6,14 11th 1:10 2:3 23:18 12 66:11 97:19 12,000 27:9 12th 27:10 130 66:10 100:12 14,351 27:11 15 7:25 12:10,17</p>	<p>92:1 150 77:11 150,000 58:17 151,000 24:1 15th 135:21 16 39:25 43:18 44:23 45:12 50:5 51:11,15 51:19 99:1 16,000 41:25 165 14:3 16th 43:14 44:14 17 31:21,23 92:17 18 1:8 2:4 187 48:20 19 80:12 1967 100:8 1968 100:9 1985 129:24 1st 37:13 59:2,2,7 59:12</p> <hr/> <p style="text-align: center;">2</p> <p>2 63:8 64:15 80:12 80:16 81:12,24 91:12,18 95:17 96:20 122:15,24 124:25 20 97:19 100:4 128:24 200 14:2 200,000 63:7 64:9 91:6 125:5,9 2011 66:10 2012 78:9 96:17 2013 88:18 2016 24:19 58:21 59:2 96:18 2017 59:2 2018 1:8 2:4 60:10 60:11 80:4 135:21 136:15 2022 78:9 203,000 24:2 2060 95:10 20th 30:12</p>	<p>21 80:12 101:6 21st 30:13 23rd 27:7 242,553.09 9:16 24th 130:7 132:23 136:15 25 69:1,13 76:14 77:15 85:4 88:21,22 95:5 250 96:6 26 80:12 26,161 27:12 26th 134:10,11 27 103:6 28 35:11,11</p> <hr/> <p style="text-align: center;">3</p> <p>3 32:11,14 37:21 3,000 48:21 3,365 27:13 3:00 58:5 30 88:5 99:3 300 14:2 30th 58:21 32,000 23:24 35 88:8 35,000 50:7 36 59:19</p> <hr/> <p style="text-align: center;">4</p> <p>4 80:16 81:12,24 135:21 4,100 97:9 4:00 1:11 2:4 58:5 40 12:11 40:1 44:15 69:2 99:3 45th 75:2 47,000 23:21 49,000 23:22 4th 23:17</p> <hr/> <p style="text-align: center;">5</p> <p>5 59:17 50 100:9 105:6 50,000 56:2 500 44:10 92:3</p>	<p>131:6 501(c)(3) 133:18 58 41:25 50:7 58,000 39:5 580 44:16 5th 134:13</p> <hr/> <p style="text-align: center;">6</p> <p>6:46 1:11 135:23 60 130:13 62 130:1 6th 30:11</p> <hr/> <p style="text-align: center;">7</p> <p>7 134:12,12 7:00 13:11 75 41:24 45:12 91:25 75,000 39:9 43:10 43:17,22,24 50:4 54:20 775,000 58:16 7th 30:11</p> <hr/> <p style="text-align: center;">8</p> <p>8,500 58:18 80,000 96:9 800 33:6</p> <hr/> <p style="text-align: center;">9</p> <p>90 105:16 95 75:2 77:12</p>
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**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**CONSENT AGENDA
ALL "F" ITEMS**

PREPARED BY: Venice Howard Deputy Clerk February 13, 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 F-1**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO February 1, 2018

SUBJECT: Financial Statements for the month and three months ended December 31, 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 and three months ended December 31, 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 and three months ended December 31, 2017.

Respectfully Submitted By:



Manuel Almira, Executive Director

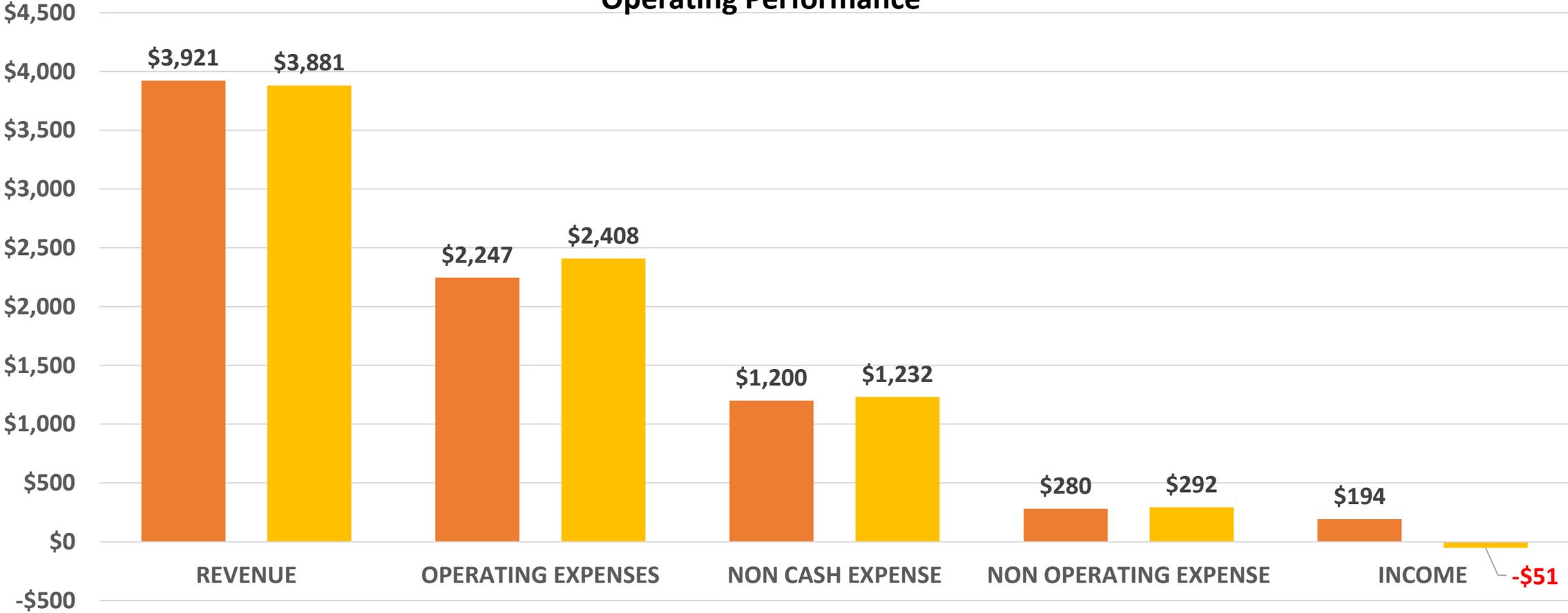
DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

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

PORT OF PALM BEACH

Oct. 1 to Dec. 31, 2017

Operating Performance

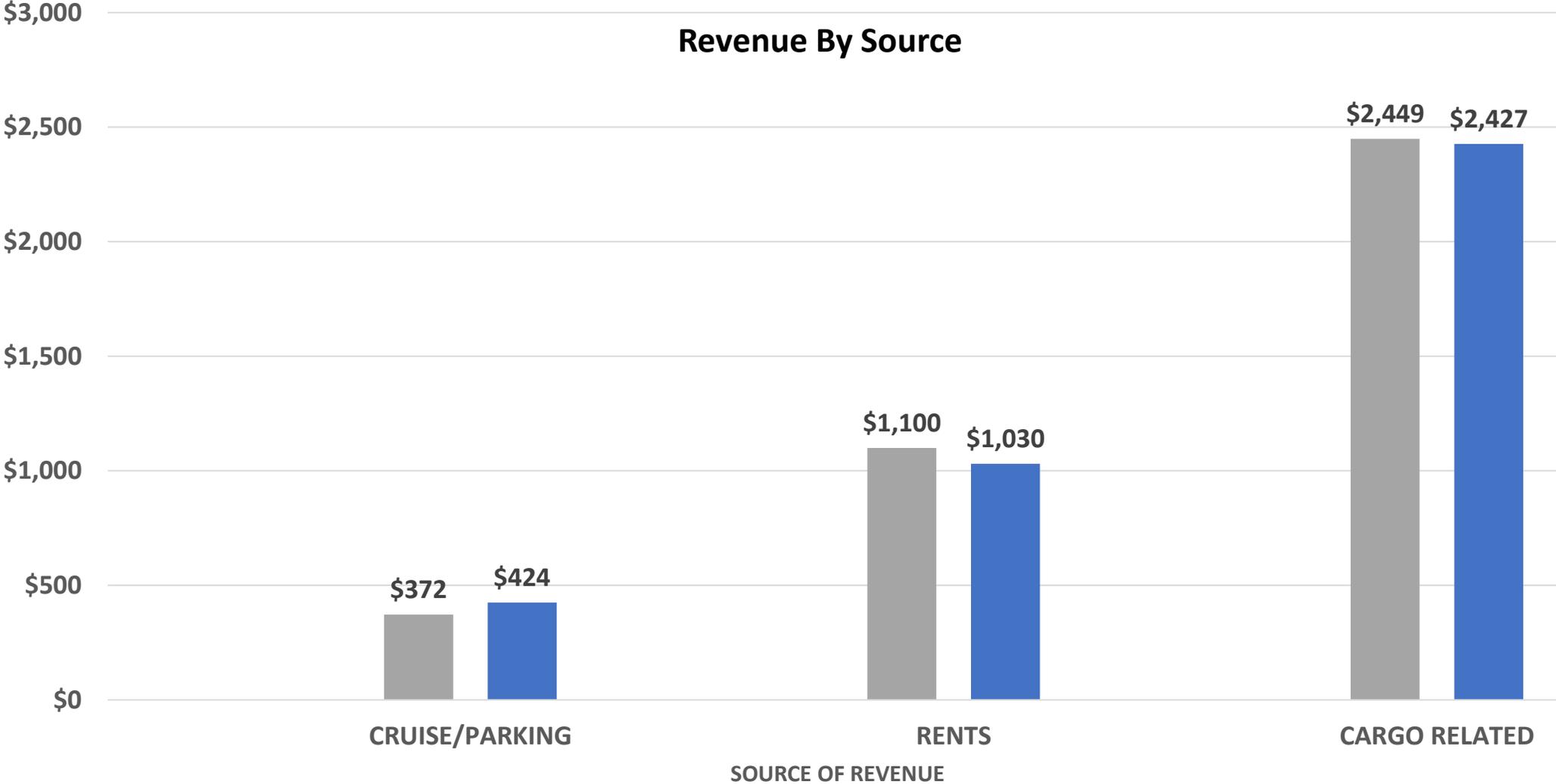


Actual Budget

PORT OF PALM BEACH

Oct. 1 to Dec. 31, 2017

Revenue By Source

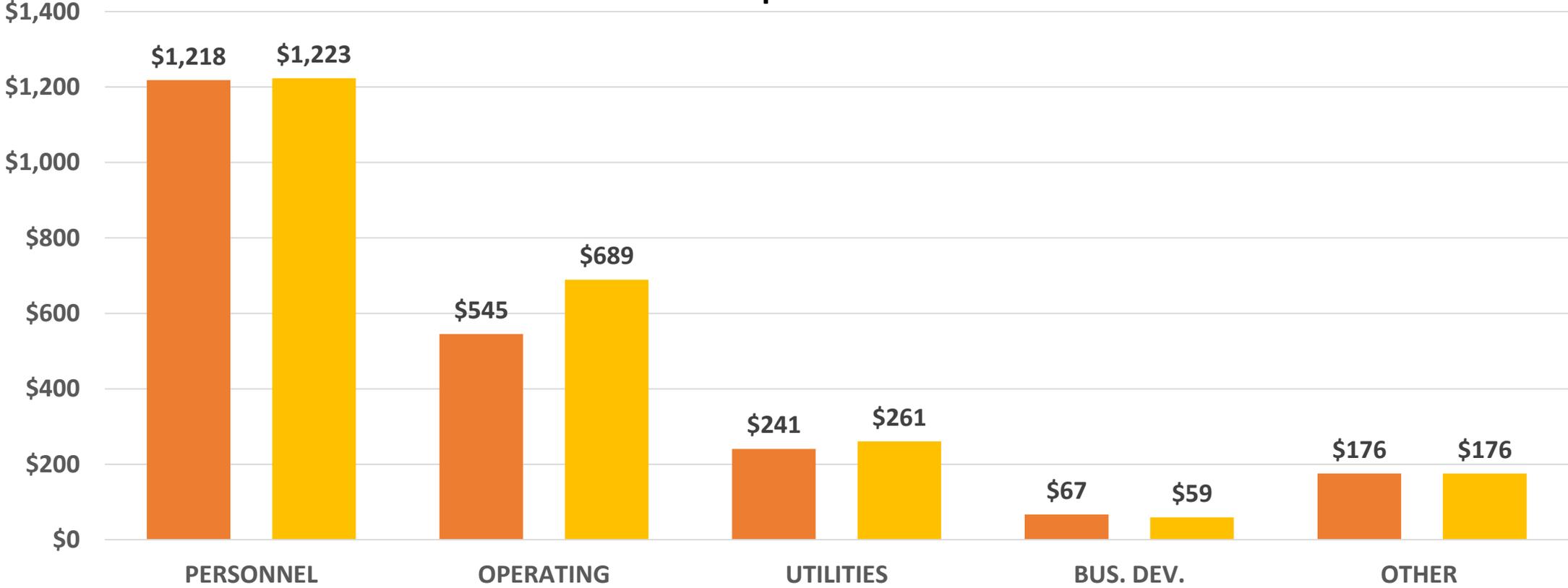


■ Actual - \$3,921 ■ Budget - 3,881

PORT OF PALM BEACH

Oct. 1 to Dec. 31, 2017

Expenses



Note: Operating Expenses - \$136K Saving On Cruise Contract Security
Utilities - \$20K Saving On Water For Cruise Ship

Actual - \$2,247 Budget - \$2,408

PORT OF PALM BEACH DISTRICT
Management's Discussion and Analysis FY 2018 – YTD December 2017

OPERATING REVENUES

Total Net Operating Revenue for the month of December 2017 is \$1,437,386 and Current Actual FY 2018 is \$3,921,446 which is favorable to the FY 2018 YTD Budget by \$40,878 due to additional storage fees for rebar shipments, space assignments for land, reservation fees, and relief fees for the loss of the cruise ship and parking revenue for the Grand Celebration, which was chartered by FEMA, as a result of Hurricane Irma.

Wharfage revenue is unfavorable to the FY 2018 YTD Budget by (\$57,731) primarily due to decreases in asphalt (down 21.8%) primarily and sugar (down 15.0%). TEU's are also down by approximately (1.8%).

Dockage revenue is approximately in line with the FY 2018 YTD Budget.

Rent is favorable to the FY 2018 YTD Budget by \$69,925 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 resumed on December 23, 2017. Net revenues were only \$13,182 from 11,810 passengers. However, this caused a FY 2018 YTD net unfavorable budget variance of only (\$89,799) due to the timing of the marketing support contractual rate levels.

Parking revenue is unfavorable to the FY 2018 YTD Budget by (\$277,235). 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 \$315,000, recorded in miscellaneous income, for the three-month loss of the cruise ship provided by Paradise Cruise Line.

Total Operating Expenses before depreciation and amortization for December 2017 is \$924,894 and Current Actual FY 2018 YTD is \$2,247,103 which is under budget for FY 2018 YTD by \$161,346, 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 the 1st Qtr., of FY 2018 YTD. Hurricane Irma related costs will impact the Port during all of FY 2018. Hurricane related costs will increase as repairs are completed on buildings, high and low mast lighting and other damages. The Port has incurred non-capital Hurricane Irma expenses of \$27,142 for FY 2018 YTD. The Port is expected to receive reimbursements through FEMA in the future. The Port has also incurred significant Renewal & Replacement major repair expenditures of \$123,169 for the cruise terminal escalator and one of the MOC elevators. The Port has only budgeted \$250,000 for R&R non-capital expenses and a total of \$188,988 expenses have been incurred through FY 2018 YTD which leaves a remaining budget balance of \$61,012. Therefore, with the remaining anticipated hurricane expenses and other major repairs that may arise the R&R expenses may significantly exceed the budget.

Depreciation Expense is favorable to the FY 2018 YTD Budget by \$32,604. 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 2018 YTD **Income before contributions** is \$194,428 which is favorable to the FY 2018 YTD Budget by \$246,189.

Current Ratio – 5.2 times Debt to Net Position – 31% Operating Profit Margin – 12.1%

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
December 31, 2017
(Unaudited)

ASSETS

Current Assets:

Cash and cash equivalents	\$ 19,191,433
Accounts receivable (net of allowance for uncollectables)	1,111,338
Grants receivable	111,106
Prepaid items	592,986
Restricted assets:	
Cash and cash equivalents	7,499,809
Total Current Assets	<u>28,506,672</u>

Noncurrent Assets:

Prepaid items - Master Plan	242,218
Total Other Noncurrent Assets	<u>242,218</u>

Capital Assets:

Land	28,119,220
Building and improvements	60,800,237
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	10,060,982
Less: Accumulated Depreciation	<u>(75,864,901)</u>
Total Capital Assets (net of accumulated depreciation)	<u>121,451,411</u>

Total Noncurrent Assets **121,693,629**

Total Assets **\$ 150,200,301**

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:

Pension related items	1,138,946
Deferred loss on bond refunding, net	624,604
	<u>\$ 1,763,550</u>

Port of Palm Beach District
Statement of Net Position
December 31, 2017
(Unaudited)

LIABILITIES

Current Liabilities:

Accounts payable and accrued expenses	\$ 695,408
Unearned revenue	242,421
Compensated absences payable - short-term	227,277
Payable from restricted assets:	
Security deposits	375,000
Accounts payable and accrued expenses	304,507
Contracts payable	176,291
Accrued revenue bonds interest payable	170,414
Current portion of revenue bond payable	3,430,325
Total Current Liabilities	<u>5,621,643</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	6,317,020
Revenue bonds payable (less unamortized bond discount and current portion)	20,439,816
Total Noncurrent Liabilities	<u>30,313,225</u>

Total Liabilities **35,934,868**

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	98,205,874
Restricted for debt service	(768,324)
Restricted for renewal and replacement	455,448
Restricted for business development	659,262
Designated - Capital improvement	5,810,630
Undesignated - Operations	11,644,765
Total Net Position	<u>\$ 116,007,655</u>

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Three Months Ending Sunday, December 31, 2017

	Actual December 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	345,867	979,780	941,504	38,276	1,037,511	(57,731)
Dockage	235,848	555,960	523,483	32,477	558,008	(2,048)
Parking	32,386	43,850	255,515	(211,665)	321,085	(277,235)
Passengers - Multi-day	190,332	190,332	1,300,691	(1,110,359)	1,588,279	(1,397,947)
Storage	35,184	89,858	13,409	76,449	14,540	75,318
Water	8,369	24,111	22,027	2,084	22,990	1,121
Line Handling	7,344	30,804	44,000	(13,196)	41,563	(10,759)
Switching	54,190	163,941	153,822	10,119	158,424	5,517
Licenses and Permits	42,000	74,000	67,200	6,800	75,500	(1,500)
Vessel Bunkers	2,566	19,174	13,939	5,235	12,668	6,506
Cargo Terminal Fee	72,101	198,080	167,833	30,247	200,869	(2,789)
Security Fees - Cargo	56,520	152,887	146,734	6,153	160,895	(8,008)
Special Detail Security Fees	3,096	4,859	7,500	(2,641)	1,500	3,359
Identification Badging	2,479	6,419	7,265	(846)	7,700	(1,281)
Harbor Master Fee	18,644	52,298	47,586	4,712	49,971	2,327
Rent	367,576	1,100,165	1,071,873	28,292	1,030,240	69,925
Miscellaneous Income	138,624	410,668	191,107	219,561	84,123	326,545
Total Operating Revenues	1,614,536	4,098,596	4,975,488	(876,892)	5,365,866	(1,267,270)
Less: Direct Marketing Support	177,150	177,150	991,618	(814,468)	1,485,298	(1,308,148)
Net Operating Revenues	1,437,386	3,921,446	3,983,870	(62,424)	3,880,568	40,878
Operating Expenses:						
Administrative	83,887	193,426	173,143	20,283	185,266	8,160
Office - Fin/MIS/HR	89,925	239,301	223,727	15,574	226,161	13,140
Engineering	7,484	11,059	3,000	8,059	0	11,059
Consultant	3,000	9,000	9,000	0	9,000	0
Legal	(2,858)	17,003	21,519	(4,516)	25,000	(7,997)
General Maintenance	152,621	358,070	382,656	(24,586)	381,399	(23,329)
Railroad	14,076	49,283	41,701	7,582	45,635	3,648
Operations	10,099	26,202	26,982	(780)	26,543	(341)
General Expense	144,607	405,051	416,309	(11,258)	423,426	(18,375)
Security	159,810	376,377	462,227	(85,850)	513,044	(136,667)
Business Development	63,736	184,247	165,601	18,646	180,152	4,095
Community Grants	1,550	3,750	1,755	1,995	3,750	0
Cruise Terminal	36,105	79,043	57,616	21,427	92,010	(12,967)
Maritime Office Complex	23,284	71,594	51,808	19,786	73,540	(1,946)
Southgate Complex	4,457	13,474	14,692	(1,218)	13,630	(156)
Renewal and Replacement	126,857	188,987	72,507	116,480	188,988	(1)
Maritime Office Building	6,254	21,236	5,391	15,845	20,905	331
Total Operating Expenses	924,894	2,247,103	2,129,634	117,469	2,408,449	(161,346)
Oper Income (Loss) Before Depr & Amort	512,492	1,674,343	1,854,236	(179,893)	1,472,119	202,224
Less: Depreciation Expense	395,658	1,187,396	1,194,679	(7,283)	1,220,000	(32,604)
Less: Amortization Expense	4,068	12,204	7,204	5,000	12,204	0
Operating Income (Loss)	112,766	474,743	652,353	(177,610)	239,915	234,828
Non-Operating Revenues (Expenses):						
Interest Income	10,059	28,593	3,611	24,982	12,000	16,593
Insurance Recoveries	0	0	0	0	0	0
Grant Revenue	0	13,518	0	13,518	18,750	(5,232)
Gain or (Loss) on Disposal of Assets	0	0	2,500	(2,500)	0	0
Grant Expenses	0	0	0	0	0	0
Interest Expense	(107,475)	(322,426)	(325,022)	2,596	(322,426)	0
Total Non-Oper Revenue (Expenses)	(97,416)	(280,315)	(318,911)	38,596	(291,676)	11,361
Income (Loss) before contributions	15,350	194,428	333,442	(139,014)	(51,761)	246,189
Capital Contributions	17,561	63,086	488,259	(425,173)		
Change in Net Position	32,911	257,514	821,701	(564,187)		

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>SALARIES & BENEFITS:</u>								
Salaries & Contract Labor	802,497	787,022	(15,475)	2,124,117	2,926,614	346,220	336,164	(10,056)
Overtime	42,324	53,847	11,523	157,676	200,000	21,505	23,078	1,573
F.I.C.A. Taxes	55,803	62,909	7,106	177,857	233,660	24,116	26,961	2,845
Unemployment	0	0	0	1,000	1,000	0	0	0
Health and Life Insurance	240,172	237,250	(2,922)	708,828	949,000	76,261	79,084	2,823
Florida Retirement Benefits	77,700	81,797	4,097	226,118	303,818	33,192	35,056	1,864
	1,218,496	1,222,825	4,329	3,395,596	4,614,092	501,294	500,343	(951)

SERVICES & SUPPLIES:

Commercial Property & Liability	87,882	105,500	17,618	344,118	432,000	34,877	35,167	290
Property Taxes	38	40	2	9,962	10,000	0	0	0
Legal	17,003	25,000	7,997	82,997	100,000	(2,858)	8,333	11,191
Audit & Accounting	982	985	3	88,018	89,000	349	350	1
Consultants	9,000	9,000	0	30,000	39,000	3,000	3,000	0
Engineering Fees	11,059	0	(11,059)	(11,059)	0	7,484	0	(7,484)
Trustee Fees	2,523	2,525	2	4,977	7,500	933	935	2
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Drug-Free Workplace	165	165	0	835	1,000	165	165	0

**Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
Uniforms	3,851	6,825	2,974	23,649	27,500	1,279	2,262	983
Equipment Costs & Fuel	24,629	24,585	(44)	65,371	90,000	8,284	8,737	453
Buildings & Grounds Expenses	131,063	143,270	12,207	404,437	535,500	65,577	62,678	(2,899)
Trash Removal	11,223	11,100	(123)	33,177	44,400	2,502	3,700	1,198
Railroad Expense	7,928	7,930	2	12,072	20,000	1,504	1,505	1
Locomotive Expense	19,833	18,870	(963)	55,167	75,000	3,475	2,292	(1,183)
Employee Development & Training	3,048	3,050	2	21,952	25,000	1,631	1,630	(1)
Office Expenses	14,273	13,875	(398)	41,227	55,500	5,549	4,625	(924)
Information Technology	32,741	19,125	(13,616)	79,844	112,585	3,442	3,605	163
Contract Security	132,043	268,080	136,037	940,277	1,072,320	53,997	89,360	35,363
Other Security Expense	6,831	6,000	(831)	38,169	45,000	1,761	1,667	(94)
ID Badging	2,445	1,250	(1,195)	2,555	5,000	0	417	417
Tenant Operations	2,654	2,655	1	17,346	20,000	0	0	0
	521,214	669,830	148,616	2,295,091	2,816,305	192,951	230,428	37,477

BUSINESS DEVELOPMENT:

Registration & Training Fees	1,095	1,095	0	23,905	25,000	716	715	(1)
Community Affairs	5,048	5,050	2	22,952	28,000	2,285	2,285	0
Travel Expenses - Employees	4,108	4,110	2	15,892	20,000	629	630	1
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 Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
Trade Development	17,942	14,510	(3,432)	55,558	73,500	1,759	1,473	(286)
Dues & Subscriptions	16,079	16,140	61	50,021	66,100	4,852	5,455	603
Marketing	19,799	17,215	(2,584)	21,101	40,900	2,573	0	(2,573)
Website & Other	2,801	1,125	(1,676)	1,699	4,500	577	375	(202)
	66,872	59,245	(7,627)	221,128	288,000	13,391	10,933	(2,458)
<u>UTILITY SERVICES:</u>								
Water & Sewer	95,852	117,938	22,086	621,165	717,017	37,040	45,979	8,939
Electricity	116,756	109,625	(7,131)	321,744	438,500	36,998	36,542	(456)
Telephone Expense	28,602	33,875	5,273	106,898	135,500	10,834	11,292	458
	241,210	261,438	20,228	1,049,807	1,291,017	84,872	93,813	8,941
<u>RENEWAL & REPLACEMENT:</u>								
Renewal & Replacement Exp.	188,988	188,988	0	61,012	250,000	126,857	126,857	0
<u>OTHER EXPENSES:</u>								
Miscellaneous Expenses	10,321	6,125	(4,196)	35,679	46,000	5,528	2,597	(2,931)
TOTAL EXPENSES	2,247,101	2,408,451	161,350	7,058,313	9,305,414	924,893	964,971	40,078

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>FINANCE & I.T.</u>								
Salaries	163,593	161,240	(2,353)	435,297	598,890	70,234	69,103	(1,131)
F.I.C.A. Expense	10,859	12,017	1,158	33,774	44,633	4,557	5,150	593
Telephone	17,949	20,000	2,051	62,051	80,000	6,598	6,667	69
Computer Training/Consulting	12,463	12,470	7	36,987	49,450	1,938	1,940	2
Computer Maintenance	4,015	4,015	0	49,120	53,135	845	845	0
Postage	133	750	617	2,867	3,000	39	250	211
Office Maintenance	2,552	2,500	(52)	7,448	10,000	545	833	288
Records Storage	700	750	50	2,300	3,000	233	250	17
Computer Software & Supplies	16,263	2,640	(13,623)	(6,263)	10,000	659	820	161
Printing	2,336	1,500	(836)	3,664	6,000	2,015	500	(1,515)
Public Notice Publication	2,078	1,250	(828)	2,922	5,000	550	417	(133)
Miscellaneous - Office	2,026	2,030	4	12,974	15,000	638	640	2
Office Supplies	4,334	5,000	666	15,666	20,000	1,073	1,667	594
Total	<u>239,301</u>	<u>226,162</u>	<u>(13,139)</u>	<u>658,807</u>	<u>898,108</u>	<u>89,924</u>	<u>89,082</u>	<u>(842)</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>GENERAL MAINTENANCE</u>								
Salaries	131,106	126,932	(4,174)	340,354	471,460	56,745	54,399	(2,346)
Overtime	6,846	13,462	6,616	43,154	50,000	3,550	5,769	2,219
Overtime - Line Handling	6,475	8,077	1,602	23,525	30,000	3,730	3,462	(268)
F.I.C.A. Expense	10,529	11,996	1,467	34,029	44,558	4,673	5,141	468
Telephone	1,890	2,125	235	6,610	8,500	766	708	(58)
Water	78,304	100,000	21,696	566,961	645,265	31,161	40,000	8,839
Water - Maintenance Office	396	438	42	1,356	1,752	161	146	(15)
Stormwater Assessment	17,152	17,500	348	52,848	70,000	5,717	5,833	116
Electricity	36,519	33,750	(2,769)	98,481	135,000	12,755	11,250	(1,505)
Equipment Rental	1,134	1,135	1	13,866	15,000	441	440	(1)
Generator Supplies	8,897	8,895	(2)	1,103	10,000	4,421	4,420	(1)
Building & Grounds	30,311	30,310	(1)	19,689	50,000	21,023	21,020	(3)
Trash Removal	2,608	1,600	(1,008)	3,792	6,400	803	533	(270)
Uniforms	2,026	5,000	2,974	17,974	20,000	685	1,667	982
Gas & Oil	8,796	8,750	(46)	26,204	35,000	2,464	2,917	453
Janitorial Services & Supplies	1,671	1,875	204	5,829	7,500	539	625	86
Supplies	7,606	3,750	(3,856)	7,394	15,000	2,027	1,250	(777)
Equipment Repair	5,802	5,805	3	24,198	30,000	958	960	2
Total	<u>358,068</u>	<u>381,400</u>	<u>23,332</u>	<u>1,287,367</u>	<u>1,645,435</u>	<u>152,619</u>	<u>160,540</u>	<u>7,921</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>SECURITY</u>								
Salaries	192,774	191,179	(1,595)	517,319	710,093	83,628	81,934	(1,694)
Overtime	17,214	24,231	7,017	72,786	90,000	8,860	10,385	1,525
F.I.C.A. Expense	15,205	16,479	1,274	46,003	61,208	6,719	7,062	343
Security Equipment Repairs	998	1,000	2	24,002	25,000	0	0	0
Telephone	2,586	2,750	164	8,414	11,000	899	917	18
Uniforms	1,825	1,825	0	5,175	7,000	594	595	1
Identification Badging	2,445	1,250	(1,195)	2,555	5,000	0	417	417
Riviera Beach Police Presence	1,560	21,250	19,690	83,440	85,000	1,560	7,083	5,523
Contract Security - Cargo & TWIC	24,123	26,000	1,877	79,877	104,000	7,694	8,667	973
Miscellaneous - Security	5,455	1,250	(4,205)	(455)	5,000	3,352	417	(2,935)
Contract Security - Cruise	104,680	204,000	99,320	711,320	816,000	43,063	68,000	24,937
Contract Security - Parking	1,680	16,830	15,150	65,640	67,320	1,680	5,610	3,930
Radio Maintenance	5,833	5,000	(833)	14,167	20,000	1,761	1,667	(94)
Total	<u>376,378</u>	<u>513,044</u>	<u>136,666</u>	<u>1,630,243</u>	<u>2,006,621</u>	<u>159,810</u>	<u>192,754</u>	<u>32,944</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>RAILROAD</u>								
Salaries	7,164	8,346	1,182	23,836	31,000	2,989	3,577	588
Overtime	11,789	8,077	(3,712)	18,211	30,000	5,365	3,462	(1,903)
F.I.C.A. Expense	1,417	1,257	(160)	3,250	4,667	628	539	(89)
Locomotive Rental	0	0	0	2,500	2,500	0	0	0
Train Derailment	6,869	6,870	1	3,131	10,000	0	0	0
Locomotive Fuel & Oil	7,841	6,875	(966)	19,659	27,500	3,475	2,292	(1,183)
Track R&M Exp.	7,928	7,930	2	7,072	15,000	1,504	1,505	1
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	1,151	1,155	4	2,349	3,500	114	115	1
Total	<u>49,282</u>	<u>45,635</u>	<u>(3,647)</u>	<u>114,885</u>	<u>164,167</u>	<u>14,075</u>	<u>11,490</u>	<u>(2,585)</u>

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>BUSINESS DEVELOPMENT</u>								
Salaries	103,208	104,363	1,155	284,425	387,633	43,887	44,727	840
Florida Retirement System	10,453	10,866	413	29,907	40,360	4,374	4,657	283
F.I.C.A. Expense	5,722	7,218	1,496	21,089	26,811	2,374	3,094	720
Miscellaneous	1,449	1,450	1	3,551	5,000	1,224	1,225	1
Website	2,782	875	(1,907)	718	3,500	577	292	(285)
Telephone Expense	907	1,375	468	4,593	5,500	315	458	143
Promotion	948	950	2	16,452	17,400	0	0	0
Trade Development	12,760	12,760	0	28,740	41,500	888	890	2
Trade Development - Dining	4,332	1,750	(2,582)	2,668	7,000	871	583	(288)
Trade Missions	0	0	0	20,000	20,000	0	0	0
Travel Expenses	4,108	4,110	2	15,892	20,000	629	630	1
Travel Expenses - McArthur	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Ciklin	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Richards	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Waldron	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Enright	0	0	0	6,000	6,000	0	0	0
Community Relations	1,298	1,300	2	16,702	18,000	735	735	0
Postage & Shipping	19	250	231	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 Three Months Ending Sunday, December 31, 2017

	Current Actual FY 2018 YTD	Approved Budget FY 2018 YTD	YTD Variance	Remaining Approved Budget	Total Approved Budget	December Current Actual	December Approved Budget	Monthly Variance
Registration Fees	1,045	1,045	0	18,955	20,000	695	695	0
Membership Dues	12,879	14,900	2,021	46,721	59,600	3,540	4,967	1,427
Training	50	50	0	4,950	5,000	21	20	(1)
Subscriptions	2,586	625	(1,961)	(86)	2,500	1,033	208	(825)
Advertising	16,088	13,500	(2,588)	(2,588)	13,500	2,573	0	(2,573)
Publications	2,763	2,765	2	7,237	10,000	0	0	0
Total	184,247	180,152	(4,095)	555,057	739,304	63,736	63,264	(472)

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>ADMIN. & H.R.</u>								
Salaries - Commissioners	11,875	11,875	0	35,625	47,500	3,958	3,958	0
Salaries - Exec. Director & Staff	169,389	161,129	(8,260)	429,089	598,478	75,446	69,055	(6,391)
Contract Admin. Services	1,680	0	(1,680)	(1,680)	0	0	0	0
FICA Expense	10,482	12,262	1,780	35,062	45,544	4,482	5,255	773
Total	193,426	185,266	(8,160)	498,096	691,522	83,886	78,268	(5,618)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>LEGAL</u>								
Fees and Expenses	17,003	25,000	7,997	82,997	100,000	(2,858)	8,333	11,191
Total	17,003	25,000	7,997	82,997	100,000	(2,858)	8,333	11,191

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>ENGINEERING</u>								
Retainer - CH2MHILL	3,000	0	(3,000)	(3,000)	0	1,000	0	(1,000)
Fees and Expenses	8,059	0	(8,059)	(8,059)	0	6,484	0	(6,484)
Total	11,059	0	(11,059)	(11,059)	0	7,484	0	(7,484)

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>CONSULTING</u>								
Consultants - Governmental	9,000	9,000	0	30,000	39,000	3,000	3,000	0
Total	9,000	9,000	0	30,000	39,000	3,000	3,000	0

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>SOUTHGATE COMPLEX</u>								
Buildings & Grounds	1,880	1,880	0	18,120	20,000	731	730	(1)
Janitorial Services& Supplies	162	500	338	1,838	2,000	92	167	75
Miscellaneous	0	0	0	2,500	2,500	0	0	0
Electric	8,861	8,750	(111)	26,139	35,000	2,772	2,917	145
Telephone	1,526	1,750	224	5,474	7,000	509	583	74
Trash Removal	773	750	(23)	2,227	3,000	82	250	168
HVAC Repairs & Maint.	272	0	(272)	9,728	10,000	272	0	(272)
Total	13,474	13,630	156	66,026	79,500	4,458	4,647	189

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>GENERAL EXPENSE</u>								
Audit & Accounting Services	982	985	3	88,018	89,000	349	350	1
Transcription Services for Board Meetings	2,140	2,125	(15)	6,360	8,500	1,094	708	(386)
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	87,882	105,500	17,618	334,118	422,000	34,877	35,167	290
Group Health / Dental / Vision	232,587	229,250	(3,337)	684,413	917,000	73,501	76,417	2,916
Employee Basic Life Insurance	3,825	3,750	(75)	11,175	15,000	1,310	1,250	(60)
Employee S/Term Disability Ins.	3,760	4,250	490	13,240	17,000	1,451	1,417	(34)
Florida Retirement System	67,247	70,931	3,684	196,211	263,458	28,818	30,399	1,581
Trustee Fees For Bonds	2,523	2,525	2	4,977	7,500	933	935	2
Drug-Free Workplace	165	165	0	835	1,000	165	165	0
Insurance Contingency	0	0	0	10,000	10,000	0	0	0
Membership Dues	614	615	1	3,386	4,000	279	280	1
Training	3,048	3,050	2	21,952	25,000	1,631	1,630	(1)
Ad Valorem Taxes	38	40	2	9,962	10,000	0	0	0
Miscellaneous	240	240	0	4,760	5,000	200	200	0
Total	<u>405,051</u>	<u>423,426</u>	<u>18,375</u>	<u>1,400,407</u>	<u>1,805,458</u>	<u>144,608</u>	<u>148,918</u>	<u>4,310</u>

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>COMMUNITY OUTREACH</u>								
Community Grants - Waldron	1,200	1,200	0	800	2,000	400	400	0
Community Grants - Ciklin	300	300	0	1,700	2,000	100	100	0
Community Grants - Richards	1,700	1,700	0	300	2,000	1,000	1,000	0
Community Grants - McArthur	200	200	0	1,800	2,000	0	0	0
Community Grants -Enright	350	350	0	1,650	2,000	50	50	0
Total	3,750	3,750	0	6,250	10,000	1,550	1,550	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>MARITIME OFFICE BUILDING</u>								
Buildings & Grounds	776	780	4	9,224	10,000	259	260	1
Telephone - Elevator	317	450	133	1,483	1,800	151	150	(1)
Telephone - Fire Alarm Lines	544	800	256	2,656	3,200	272	267	(5)
Electricity	16,961	16,875	(86)	50,539	67,500	5,468	5,625	157
HVAC Repairs & Maint.	2,637	2,000	(637)	(637)	2,000	105	0	(105)
Total	<u>21,235</u>	<u>20,905</u>	<u>(330)</u>	<u>63,265</u>	<u>84,500</u>	<u>6,255</u>	<u>6,302</u>	<u>47</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>CRUISE TERMINAL</u>								
Building & Grounds	23,471	23,470	(1)	51,529	75,000	10,961	10,960	(1)
Electric	13,633	12,500	(1,133)	36,367	50,000	4,638	4,167	(471)
Electric - Chiller Plant	8,133	8,250	117	24,867	33,000	1,763	2,750	987
Telephone	816	1,250	434	4,184	5,000	408	417	9
Telephone - Elevator	544	750	206	2,456	3,000	272	250	(22)
HVAC Repairs & Maintenance	9,540	9,540	0	40,460	50,000	4,138	4,140	2
Janitorial Services & Supplies	22,907	36,250	13,343	122,093	145,000	13,925	12,083	(1,842)
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	<u>79,044</u>	<u>92,010</u>	<u>12,966</u>	<u>283,956</u>	<u>363,000</u>	<u>36,105</u>	<u>34,767</u>	<u>(1,338)</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>MARITIME OFFICE COMPLEX</u>								
Building & Grounds	11,499	11,495	(4)	58,501	70,000	4,062	4,060	(2)
Trash Removal	7,842	8,750	908	27,158	35,000	1,617	2,917	1,300
Electricity	20,449	18,750	(1,699)	54,551	75,000	6,957	6,250	(707)
Electric - Chiller Plant	12,200	10,750	(1,450)	30,800	43,000	2,645	3,583	938
Telephone	729	1,500	771	5,271	6,000	288	500	212
Telephone - Elevator	544	875	331	2,956	3,500	272	292	20
HVAC Repairs & Maintenance	15,173	15,170	(3)	34,827	50,000	5,302	5,300	(2)
Janitorial Services & Supplies	3,158	6,250	3,092	21,842	25,000	2,141	2,083	(58)
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	<u>71,594</u>	<u>73,540</u>	<u>1,946</u>	<u>237,906</u>	<u>309,500</u>	<u>23,284</u>	<u>24,985</u>	<u>1,701</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>RENEWAL AND REPLACEMENT</u>								
Non-Capital Expenses:	0	188,988	188,988	250,000	250,000	0	126,857	126,857
Communication Equipment Expense	5,312	0	(5,312)	(5,312)	0	0	0	0
Security Equipment	5,904	0	(5,904)	(5,904)	0	2,900	0	(2,900)
Office Furniture/Equip. Replacement - Expenses	3,170	0	(3,170)	(3,170)	0	0	0	0
Computer Systems - non-capital	3,036	0	(3,036)	(3,036)	0	2,676	0	(2,676)
Cruise Terminal - Buildings & Grounds	104,381	0	(104,381)	(104,381)	0	104,381	0	(104,381)
MOC - Buildings and Grounds	18,788	0	(18,788)	(18,788)	0	0	0	0
Maintenance Dredging	405	0	(405)	(405)	0	225	0	(225)
Hurricane Irma Storm Repairs	27,142	0	(27,142)	(27,142)	0	16,675	0	(16,675)
Passenger Loading Bridge	20,850	0	(20,850)	(20,850)	0	0	0	0
Total	188,988	188,988	0	61,012	250,000	126,857	126,857	0

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
<u>OPERATIONS</u>								
Salaries - Operations	21,709	21,958	249	59,851	81,560	9,333	9,411	78
FICA Expense	1,589	1,680	91	4,650	6,239	683	720	37
Tenant Operations	2,654	2,655	1	17,346	20,000	0	0	0
Miscellaneous	0	0	0	10,000	10,000	0	0	0
Uniforms	0	0	0	500	500	0	0	0
Telephone	250	250	0	750	1,000	84	83	(1)
Total	<u>26,202</u>	<u>26,543</u>	<u>341</u>	<u>93,097</u>	<u>119,299</u>	<u>10,100</u>	<u>10,214</u>	<u>114</u>

**Port of Palm Beach District
 Analysis of Expenses - By Department
 For the Month and Three Months Ending Sunday, December 31, 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>December Current Actual</u>	<u>December Approved Budget</u>	<u>Monthly Variance</u>
Total Expenses	<u>2,247,102</u>	<u>2,408,451</u>	<u>161,349</u>	<u>7,058,312</u>	<u>9,305,414</u>	<u>924,893</u>	<u>964,971</u>	<u>40,078</u>

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

**CONSENT AGENDA
ITEM F-2**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO February 1, 2018

SUBJECT: Cargo Reports and Customer Performance Summary for the month and three months ended December 31, 2017, and prior.

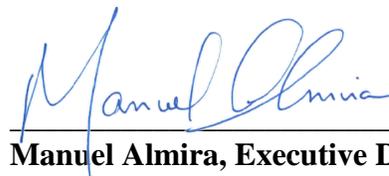
BACKGROUND: Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month and three months ended December 31, 2017, and prior.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: None

RECOMMENDATIONS: The Board of Commissioners is respectfully requested to approve the Cargo Reports and Customer Performance Summary for the month and three months ended December 31, 2017, 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
DECEMBER 2017**

	December 2017 Actual	December 2016 Actual	Variance	Year To Date Oct 17 - Dec 17	Year To Date Oct 16 - Dec 16	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container	115,138	116,889	(1.50%)	350,477	334,103	4.90%
Break-bulk	8,172	6,068	34.67%	23,198	16,843	37.73%
Trans-Shipment	4,455	6,550	(31.98%)	13,197	23,966	(44.93%)
Sub-Total General Cargo	<u>127,765</u>	<u>129,507</u>	(1.35%)	<u>386,872</u>	<u>374,912</u>	3.19%
Bulk and Dry Cargo						
Asphalt	11,058	11,683	(5.35%)	25,302	32,355	(21.80%)
Diesel Fuel	14,917	18,308	(18.52%)	40,363	35,949	12.28%
Utility Fuel Oil	0	0	0.00%	0	0	0.00%
Miscellaneous	0	0	0.00%	0	0	0.00%
Molasses	54,753	0	100.00%	54,753	38,583	41.91%
Sugar	43,932	58,800	(25.29%)	161,364	189,900	(15.03%)
Sub-Total Bulk and Dry Cargo	<u>124,660</u>	<u>88,791</u>	40.40%	<u>281,782</u>	<u>296,787</u>	(5.06%)
Recyclable Steel	0	0	0.00%	0	0	0.00%
TOTAL ALL CARGO	<u><u>252,425</u></u>	<u><u>218,298</u></u>	15.63%	<u><u>668,654</u></u>	<u><u>671,699</u></u>	(0.45%)
Containers - 20-Foot (TEU)						
Inbound	11,377	11,852	(4.01%)	33,695	35,431	(4.90%)
Outbound	13,125	13,222	(0.73%)	38,136	36,887	3.39%
Trans-Shipment	421	574	(26.66%)	1,290	2,123	(39.24%)
TOTAL TEUs	<u>24,923</u>	<u>25,648</u>	(2.83%)	<u>73,121</u>	<u>74,441</u>	(1.77%)
Rail Cars In	832	895	(7.04%)	2,378	2,391	(0.54%)
Rail Cars Out	833	893	(6.72%)	2,384	2,390	(0.25%)
Vessels (cargo)	136	123	10.57%	387	361	7.20%
Vessels (multi-day cruise)	5	15	(66.67%)	5	41	(87.80%)
Passengers						
Multi-Day Cruise	11,810	33,256	(64.49%)	11,810	82,955	(85.76%)
Other (includes in-transit)	141	0	100.00%	141	0	100.00%
TOTAL PASSENGERS	<u>11,951</u>	<u>33,256</u>	(64.06%)	<u>11,951</u>	<u>82,955</u>	(85.59%)

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

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

	CURRENT YEAR		PRIOR YTD	ALL CUSTOMERS	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 1,069,810			\$ 2,821,281	\$ 2,911,997	
RENTS	367,576	1,100,165	1,071,873	TEUS	24,923	73,121	74,441
TOTAL	\$ 1,437,386	\$ 3,921,446	\$ 3,983,870	RAILCARS	1,665	4,762	4,781
				PASSENGERS	11,951	11,951	82,955

	CURRENT YEAR		PRIOR YTD	TROPICAL SHIPPING	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 445,837			\$ 1,314,131	\$ 1,219,950	
RENTS	112,830	338,491	338,546	TEUS	24,427	71,523	72,879
TOTAL	\$ 558,667	\$ 1,652,622	\$ 1,558,496	RAILCARS	1,665	4,758	4,767

	CURRENT YEAR		PRIOR YTD	MULTI-DAY CRUISE (including parking)	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE-NET	\$ 145,478			\$ 355,478	\$ 701,706	
RENTS	5,389	16,168	60,333	CARS	1,531	1,531	10,802
TOTAL	\$ 150,867	\$ 371,646	\$ 762,039	PASSENGERS	11,810	18,810	82,955

	CURRENT YEAR		PRIOR YTD	FLORIDA SUGAR AND MOLASSES	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 163,488			\$ 335,216	\$ 338,765	
RENTS	19,922	59,765	59,765	TEUS	0	0	0
TOTAL	\$ 183,410	\$ 394,981	\$ 398,530	RAILCARS	0	0	0

	CURRENT YEAR		PRIOR YTD	TEETERS	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 64,532			\$ 169,347	\$ 85,449	
RENTS	30,588	87,738	67,762	TEUS	170	483	409
TOTAL	\$ 95,120	\$ 257,085	\$ 153,211	VEHICLES	695	2,073	1,179

	CURRENT YEAR		PRIOR YTD	SOUTH FLORIDA MATERIALS/VALERO	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 33,474			\$ 78,660	\$ 144,990	
RENTS	2,996	8,953	8,763	TEUS	0	0	0
TOTAL	\$ 36,470	\$ 87,613	\$ 153,753	RAILCARS	0	0	8

	CURRENT YEAR		PRIOR YTD	GULFSTREAM	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 26,444			\$ 74,386	\$ 76,140	
RENTS	17,208	53,708	44,591	TEUS	326	1,047	1,123
TOTAL	\$ 43,652	\$ 128,094	\$ 120,731	RAILCARS	0	4	6

	CURRENT YEAR		PRIOR YTD	T PARKER HOST	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 41,544			\$ 103,919	\$ 114,881	
RENTS	419	1,258	1,224	TEUS	0	6	30
TOTAL	\$ 41,963	\$ 105,177	\$ 116,105	RAILCARS	0	0	0

	CURRENT YEAR		PRIOR YTD	STONEROCK	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 25,833			\$ 77,500	\$ 14,334	
RENTS	16,333	48,999	49,000	TEUS	0	0	0
TOTAL	\$ 42,166	\$ 126,499	\$ 63,334	RAILCARS	0	0	0

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

	CURRENT YEAR		PRIOR YTD	ADDITIONAL RENTS
	MONTH	YTD		
	MERCHANTS	\$ 34,122		
GSA	40,557	121,672	121,696	
CBS	9,959	29,877	29,291	
CHENEY	7,931	23,793	21,630	
SHAMBA	18,766	56,298	56,298	
ALL OTHER	43,485	129,865	111,500	
TOTAL	\$ 154,820	\$ 463,871	\$ 424,926	

	CURRENT YEAR		PRIOR YTD	PORT CONTRACTORS	CURRENT YEAR		PRIOR YTD
	MONTH	YTD			MONTH	YTD	
	REVENUE	\$ 5,398			\$ 31,138	\$ 7,394	
RENTS	7,071	21,214	16,963	TEUS	0	62	0
TOTAL	\$ 12,469	\$ 52,352	\$ 24,357	RAILCARS	0	0	0

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

**CONSENT AGENDA
ITEM F-3**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO February 1, 2018

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

BACKGROUND: The Cash and Investment Reconciled Bank Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – December 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 – December 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
DECEMBER 31, 2017**

UNRESTRICTED CASH:

Operating Accounts	\$ 13,211,682	
Cruise Terminal Infrastructure Fee	222,767	
Petty Cash	1,600	
TOTAL UNRESTRICTED CASH		\$ 13,436,049

RESTRICTED CASH:

Board Restricted

Capital Improvement:

FDOT Seaport Grant Projects (1)	\$ 5,278,593	
Less: Grant Receivable	\$ (111,105)	
Net Grants	\$ 5,167,487	

Other Capital Improvement	\$ 587,897	
Total Capital Improvement	\$ 5,755,384	

Renewal and Replacement	\$ 716,031	
Port Development	\$ 689,667	
Deposits and Other	\$ 375,000	

Total Board Restricted Cash **\$ 7,536,083**

Bond Restricted - Debt Service

Reserve for Revenue bonds	\$ 4,366,696	
Sinking Fund Bond Escrows for P&I	\$ 1,352,414	

Total Bond restricted Cash **\$ 5,719,110**

TOTAL RESTRICTED CASH **\$ 13,255,193**

TOTAL CASH **\$ 26,691,242**

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

**PORT OF PALM BEACH DISTRICT
STATEMENT OF CASH FLOWS
For the Month of December 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 12/1/2017	\$ 11,618,419	\$ 1,677,162	\$ (0)	\$ 126,630	\$ 1,600	\$ 13,423,811
Receipts	1,244,275	126,203	-	-	-	1,370,478
Transfers In	-	-	472,371	242,000	-	714,371
Interest	5,490	-	-	-	-	5,490
Payments	(43,204)	(28,886)	(472,371)	(327,373)	-	(871,833)
Transfers Out	(1,206,269)	-	-	-	-	(1,206,269)
Ending Balance 12/31/2017	<u>\$ 11,618,712</u>	<u>\$ 1,774,480</u>	<u>\$ -</u>	<u>\$ 41,257</u>	<u>\$ 1,600</u>	<u>\$ 13,436,049</u>
NET CHANGE (Current)	293	97,317	0	(85,373)	-	12,237
<i>NET CHANGE (YTD)</i>	<i>613,697</i>	<i>39,614</i>	<i>0</i>	<i>32,526</i>	<i>0</i>	<i>685,837</i>

	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 12/1/2017	\$ 375,000	\$ 638,306	\$ 0	\$ -	\$ 751,820	\$ -	\$ 5,385,786	\$ 7,150,912
Receipts	-	-	-	-	-	-	-	-
Transfers In	-	69,385	18,024	1,707	93,755	173,204	328,758	684,832
Interest	-	-	-	-	-	-	4,567	4,567
Payments	-	-	(18,024)	(1,707)	-	(127,837)	-	(147,568)
Transfers Out	-	(18,024)	-	-	(129,544)	(45,367)	-	(192,934)
Ending Balance 12/31/2017	<u>\$ 375,000</u>	<u>\$ 689,667</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 716,031</u>	<u>\$ -</u>	<u>\$ 5,719,110</u>	<u>\$ 7,499,809</u>
NET CHANGE (Current)	-	51,361	(0)	-	(35,789)	-	333,325	348,897
<i>NET CHANGE (YTD)</i>	<i>350,000</i>	<i>317,215</i>	<i>0</i>	<i>0</i>	<i>(82,555)</i>	<i>0</i>	<i>1,032,467</i>	<i>1,617,127</i>

	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 12/1/2017	\$ 5,182,605	\$ 677,552	\$ 5,860,158	\$ 26,434,881
Receipts	-	-	-	1,370,478
Transfers In	194,308	104,773	299,082	1,698,285
Interest/Dividends	-	-	-	10,057
Payments	(104,653)	(120)	(104,773)	(1,124,174)
Transfers Out	(104,773)	(194,308)	(299,082)	(1,698,285)
Ending Balance 12/31/2017	<u>\$ 5,167,487</u>	<u>\$ 587,897</u>	<u>\$ 5,755,384</u>	<u>\$ 26,691,242</u>
NET CHANGE (Current)	(15,118)	(89,655)	(104,773)	256,361
<i>NET CHANGE (YTD)</i>	<i>(351,801)</i>	<i>(448,189)</i>	<i>(799,990)</i>	<i>1,683,560</i>

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 @ 12/31/17	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	\$ 593,240	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 -SJPA No. 1 NON BOND	01/10/17	12/31/17	50 / 50	\$ 1,500,000	\$ 750,000	\$ 750,000	\$ 750,000	Funds to be used after bond monies are spent
435033-1-94-01	ARJ70	Tropical Shipping Reefer Line Expansion	07/29/14	12/31/18	50 / 50	\$ 550,000	\$ 275,000	\$ 275,000	\$ 275,000	Project delayed until MOB demolition
439974-1-94-01	G0E90	MOB Demo. & Cargo Laydown Capacity Improv. - Design & Permitting	05/26/17	12/31/18	50 / 50	\$ 340,000	\$ 170,000	\$ 170,000	\$ 128,253	Open & in planning phase
440705-1-94-01	G0078	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	\$ 280,406	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	\$ 77,034	Open & Under way
Port of Palm Beach - FDOT Seaport Grants										
									\$ 5,278,593	

**PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 12/28/17**

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	\$ 27.55
HR DIRECT- PORT OF PALM BEACH HOLIDAY CARDS FOR PORT STAFF & COMMISSIONER USE	\$ 635.14
CHAMBER OF COMMERCE- 2 TICKETS FOR A. ALONZO & J. KACZWARA TO ATTEND DECEMBER 2017 BREAKFAST	\$ 90.00
AMAZON.COM- BOOKS ON WRITING & GRAMMAR FOR ASSOCIATED PRESS TO BE USED BY A. ALONZO	\$ 21.04
SOUTH FL BUSINESS JOURNAL- ONE YEAR SUBSCRIPTION	\$ 119.00
CHAMBER OF COMMERCE OF THE PALM BEACHES- 1 TICKET FOR M. ALMIRA TO ATTEND DECEMBER 2017 BREAKFAST	\$ 50.00
GREENPORT- 3 YEAR MAGAZINE SUBSCRIPTION	\$ 202.60
AAPA- REGISTRATION FOR A. ALONZO TO ATTEND PUBLIC RELATION WORKSHOP 3/1-2/2018	\$ 695.00
SAILFISH MARINA- LUNCH MEETING WITH CLARK BENNETT- PAUL ZIELINSKI	\$ 54.00
AMAZON.COM- TABLE CLOTHS FOR PORT STAFF'S WINTER FESTIVAL	\$ 28.71
HOME DEPOT- SUPPLIES FOR PORT STAFF'S WINTER FESTIVAL	\$ 8.51
WALGREENS- CANDY AND LIGHTS FOR PORT STAFF'S WINTER FESTIVAL	\$ 9.61
LOWE'S- POINSETTIAS FOR PORT STAFF'S WINTER FESTIVAL	\$ 32.00
PUBLIX- SUPPLIES FOR PORT STAFF'S WINTER FESTIVAL	\$ 8.70
LAKE PARK BRICK OVEN PIZZA- BUSINESS LUNCHEON WITH COMMISSIONER RICHARDS AND CHANDLER CAMPBELLE COMPANY	\$ 63.66
LA BAMBIA- LUNCH MEETING WITH TEETERS- MANUEL ALMIRA	\$ 52.94
LYNORA'S- LUNCH MEETING WITH COMMISSIONER MCARTHUR- MANUEL ALMIRA	\$ 59.13
ISLAS CANARIAS CAFÉ RESTAURANT- LUNCH MEETING WITH PORT STAFF AND LANDMARK PRECAST- MANUEL ALMIRA	\$ 143.68
LA BAMBIA- LUNCH MEETING WITH COMMISSIONER RICHARDS AND JEROID CHIMES ABOUT MEDIA ADVERTISING- MANUEL ALMIRA	\$ 66.71
HOG SNAPPERS- LUNCH MEETING WITH TROPICAL- MANUEL ALMIRA	\$ 54.44
EXPEDIA- RENTAL CAR WHILE ATTENDING FL PORTS COUNCIL MEETING IN TALLAHASSEE- M. ALMIRA	\$ 89.23
DELTA AIRLINES- FLIGHT TO ATTEND FL PORTS COUNCIL MEETING IN TALLAHASSEE- M. ALMIRA	\$ 439.60
NORTHERN PBC CHAMBER OF COMMERCE- 2 TICKETS FOR COMMISSIONER CIKLIN TO ATTEND HOLIDAY MIXER	\$ 30.00
KAFE HUB- LUNCH MEETING WITH HIGHLAND BEACH TOWN CLERK ABOUT RECORDS DESTRUCTION PROJECT	\$ 45.39
WALGREENS- GIFT CARDS FOR PORT STAFF'S WINTER FESTIVAL RAFFLE	\$ 100.00
SUNPASS- REPLENISH ACCOUNT FOR PORT VEHICLES	\$ 100.00
FRIGATES- LUNCH MEETING WITH PCI AND T. ANDERSON JONES	\$ 60.25
TOOJAY'S- CATERING FOR PORT STAFF'S WINTER FESTIVAL	\$ 1,036.44
DUNKIN DONUTS- DONUTS FOR PORT OFFICE	\$ 10.99

① CHECK # 6147- 01/18/18 \$ 4,420.59

OPERATIONS AND MAINTENANCE FUND:

AMAZON.COM- OFFICE SUPPLIES	\$ 45.30
MICHAELS- OFFICE SUPPLIES	\$ 9.62
HOME DEPOT- OFFICE SUPPLIES	\$ 6.39
WALGREENS- EXTENSION CORD FOR OFFICE USE	\$ 2.66
THE STAMPMAKER- FIXED ASSETS STAMP FOR B. ELLING	\$ 48.20
WALGREENS- DRINKS AND CANDY FOR OFFICE USE/MEETINGS	\$ 40.63
WALGREENS- SERVICE AWARDS FOR PORT EMPLOYEES	\$ 88.90
AMAZON.COM- LAPTOP CASE FOR V. HOWARD AND BLUETOOTH HEADSETS FOR RECEPTIONIST & CLERK	\$ 143.03
AMAZON.COM- CHARGING CASES FOR BLUETOOTH HEADSETS	\$ 45.06
AMAZON.COM- PRIME MEMBERSHIP RENEWAL- FINANCE & ADMINISTRATION	\$ 99.00
COMMERCE CLEARING HOUSE- MASTER TAX GUIDE FOR CONTROLLER	\$ 93.16
COLUMBIA BOOKS INC- FEDERAL GRANTS MANAGEMENT BOOK FOR CONTROLLER	\$ 299.00
AICPA- AUDIT AND ACCOUNTING GUIDE BOOKS FOR CONTROLLER	\$ 202.56
DEE'S T-SHIRTS- APPLY PORT LOGO TO (6) SECURITY UNIFORM SHIRTS	\$ 52.50
RING- (2) WHITE FLOODLIGHT CAMERAS FOR PEANUT ISLAND SECURITY- KEN HERN	\$ 532.86
SIMPLISAFE.COM- MATERIALS FOR SECURITY CAMERAS ON PEANUT ISLAND- KEN HERN	\$ 24.99

① CHECK # 20742- 01/18/18 \$ 1,733.86

RENEWAL AND REPLACEMENT FUND

STAND AND MOUNTS- MOUNTS FOR INSTALLATION OF SECURITY MONITORS ON MOC 4TH FLOOR	\$ 1,397.64
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① CHECK # 2758 - 01/18/18 \$ 1,397.64

① THE ABOVE CHARGES WERE THROUGH THE MONTHLY STATEMENT ENDING ON 12/28/17.

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

**CONSENT AGENDA
ITEM F-4**

PREPARED BY: Paul J. Zielinski Deputy Director - CFO February 1, 2018

SUBJECT: Accountant's Review Report for December 2017

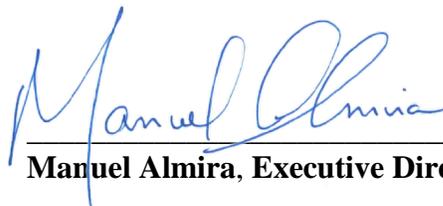
BACKGROUND: The firm of Divine, Blalock, Martin & Sellari, LLC has performed their monthly accounting services for the Port of Palm Beach District and has issued their review reports for December 2017.

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 December 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: _____

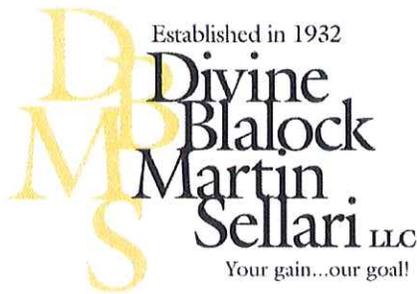
Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____

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

580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
Toll Free: 1-888-686-1115
info@dbmscpa.com

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1898-1984)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1990)
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

January 16, 2018

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

Dear Port Commissioners:

In accordance with our contract for accounting and auditing of the Port of Palm Beach District, we have reviewed the following for the month of December 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 F-5**

PREPARED BY: Paul Zielinski Chief Financial Officer January 30, 2018

SUBJECT: CONTRACT RENEWALS

The following contracts are being presented for consideration of extension:

- A. CivicPlus
- B. Dunbar Armored, Inc.
- C. idSoftware

BACKGROUND:

- A. CivicPlus provides hosting, maintenance, technical support, and the SSL Certificate for the Port's website. CivicPlus also provides CivicSend, a communication platform for designing and sending email newsletters to subscribers. The annual cost will be \$7,617.57, which reflects a 5% increase.
- B. Dunbar Armored, Inc. provides armored car service for the Port's deposits. The per trip cost will increase from \$22.78 to \$25.13, which results in a projected monthly cost of \$226.15, plus fuel and security charges.
- C. idSoftware provides the virtual server solution for housing and managing the VisCheck visitor and employee management system. The annual cost is \$4,188.00, with no increase.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: These services are funded out of the FY2018 Operating Budget.

RECOMMENDATION: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute 1-year contract extensions with CivicPlus, Dunbar Armored, Inc., and idSoftware.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

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



Remit to:
302 S 4th St. Suite 500
Manhattan, KS 66502
P 888-228-2233 ext 291
F 785-587-8951

Invoice

Invoice # 169729
Date 5/1/2018
Terms Net 30
Due Date 5/31/2018
PO #
Contract Start Date 5/1/2018
Contract End Date 4/30/2019
Shipping Code (2)

Bill To
Amanda LePore - Accounts Payable Specialist
Port of Palm Beach
One East 11th Street
Suite 600
Riviera Beach FL 33404

Qty	Description	Rate	Amount	Start Date	End Date
1	CivicSend Communication Platform Annual Fee Renewal	1,990.00	1,990.00	5/1/2018	4/30/2019
1	Website Annual Fee Renewal for Hosting and Support.	5,527.57	5,527.57	5/1/2018	4/30/2019
1	Annual for SSL Certificate	100.00	100.00	5/1/2018	4/30/2019

Total Amount Due 7,617.57
\$7,617.57

Did you know? We now accept ACH payments.
If you are interested, please email accounting@civicplus.com or call (785) 370-7830.

A Finance Charge of 1.5% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).



317238

**DUNBAR ARMORED, INC.
SERVICE CONTRACT #54000468 ENDORSEMENT NO. 317238**

ENDORSEMENT to Contract which became effective March 02, 2015 by and between:

- | | |
|--|---|
| <p>1. DUNBAR ARMORED, INC. ("DUNBAR") and
50 SCHILLING ROAD
HUNT VALLEY, MD 21031</p> | <p>2. PORT OF PALM BEACH ("CUSTOMER")
ONE EAST 11TH ST STE 600
WEST PALM BEACH, FL 33404</p> |
|--|---|

WITNESSETH

BY MUTUAL CONSENT, effective on and after February 28, 2018, said contract is amended as follows:

SCHEDULE OF SERVICE AND SERVICE RATES

IT IS HEREBY AGREED BETWEEN THE PARTIES THAT THE TERM OF THIS CONTRACT IS EXTENDED FOR A PERIOD OF 1 YEAR FROM 02/28/2018 THRU 03/01/2019. DURING THIS CONTRACT EXTENSION, THE RATES SHALL BE AS FOLLOWS. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL CONTINUE AFTER 03/01/2019 ON A YEAR-TO-YEAR BASIS UNLESS OTHERWISE AGREED IN WRITING BETWEEN THE PARTIES.

The following location(s) shall hereby modify service rates and extend rates as stated below:

#	Location
1	PORT OF PALM BEACH ONE EAST 11TH ST STE 600 WEST PALM BEACH, FL 33404

Services	Schedule of Rates	
Deposit Pickup	Per Month Per Location	\$226.15

West Palm Beach License # BB9700028

In Process

All other terms and conditions of said contract shall remain unchanged and as herein amended said contract is hereby ratified and confirmed. In Witness Whereof the parties hereto have executed this endorsement on January 29, 2018.

DUNBAR ARMORED, INC.

PORT OF PALM BEACH

Signed by: Jackie Madey – AE – Code #0547

Customer Signature Authorization

Countersigned by: Seth R. McElroy
SR VP Administration & Marketing

Print or Type Name & Title

Attachments

The Following Attachments are Hereby Incorporated in the Contract:

- | | |
|--|---|
| <input type="checkbox"/> Schedule of Service | <input type="checkbox"/> Deposit Verification Rider |
| <input type="checkbox"/> Dunbar EZChange Rider | <input type="checkbox"/> Terms & Conditions |



idSoftware Identification Management Systems, LLC

QUOTE

1301 Riverplace Blvd, Suite 800, Jacksonville, FL 32207
 866-964-4911

QUOTE #	Q1050
DATE	1/30/2018

TO Ken Hern
 Port of Palm Beach County
 Box 9935
 Rivera Beach, FL 33419
 Phone:

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
jstrey	VisCheck Hosting	Net 30	April 30, 2018

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
12	Hosting virtual server solution to house and manage SecureGate Ports or VisCheck Ports visitor and employee management system May 1, 2018 thru April 30, 2019	\$349.00	\$4,188.00
		SUBTOTAL	\$4,188.00
		SALES TAX	\$0.00
		TOTAL	\$4,188.00

To accept this quotation, sign here and return: _____

Thank You For Your Business!

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

**CONSENT AGENDA
ITEM F-6**

PREPARED BY: Paul Zielinski Chief Financial Officer January 30, 2018

SUBJECT: Contract Report

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

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
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>								
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.	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.
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. Port staff to request approval to issue RFP.
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. Port staff to request approval to issue RFP.
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. Port staff to request approval to issue RFP.
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. Port staff to request approval to issue RFP.
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. Port staff recommends a one year contract extension, with no increase.
Civic Plus	Web Site	Redesign service agreement & web hosting	Bus. Development/Jarra Kaczwarra	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. Port staff recommends a one year contract extension with a 5% increase.
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.
PowerSecure Service, Inc.	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.

**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
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. at the MOC/CT/MOB, Merchants, Tropical, #7 Eastern Freight & POC 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.
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.

**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
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		
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		

**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
Everbridge, Inc.	Port Wide	Mass Notification/Communications Platform	Ken Hern/Aidy Alonzo	10/27/17	10/26/2018	1	Cost for 12 month subscription is \$18,860.00	At any time, after executed quote has terminated.
Nozzle Nolen, Inc.	Chiller Plant	Subterranean Termites	Maintenance/Ken Hern	11/16/12	11/16/2018	1	Initial treatment: \$880.00. Cost currently \$150.00. 11/2013 - 11/2014 with no increase. 11/2/14 - 11/2/15 w/o increase. Nov. 2015 -Oct. 2016 \$157.50. 2016 \$160.00. 2017 no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
Social Navigator, Inc.	Port Wide	Open source intelligence platform/Liferaft	Ken Hern/Aidy Alonzo	11/27/17	11/26/2018	1	Cost for 12 month subscription is \$19,500.00	At any time, after executed quote has terminated.
Nestle Waters	MOC, POC	Bottled Water Service	Maintenance/Ken Hern	12/13/05	12/12/2018	1	1 yr. contract renews thru 2012 - Cost is currently \$4.99 per bottle delivered plus \$4.99 rental per unit or approx. \$3,000.00 per year. 12/12 w/o increase. 12/13 1 yr. renewal w/no increase. 2014, 2015, 2016 no increase. 2017 increase in 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.
Southern Motive Power LLC	Locomotive 92 Day Service and emergency repairs	Locomotive and inspection service. Keeps up with FRA compliance.	Maintenance/Ken Hern	08/20/11	12/21/2018	1	Orig. cost \$1,430.00. 7/12 (1) yr. cost are \$1,997.02 due to larger locomotive which requires more filters. 8/13 price increase of \$158.26 per every 92 days due to load meter and brake service. 2014/2015/2016/2017 \$2,155.28 per yr. with no increases per inspection (Every 3 months) Mechanic \$80.00 p/hr., Mechanic Helper \$30.00 p/hrs.	Cancellation at any time with written notice.
Southwest Engineers	MOC	Chiller Water Treatment Services	Maintenance/Ken Hern	01/01/07	12/31/2018	1	1 year renewal through 12/10. Cost is currently \$3,252.00 per year. 12/12 renewal w/o increase. 12/13 1 yr. renewal w/a 4% increase. Cost is \$3,382.08 per yr. 12/14 renewal w/a 4% increase. Cost per year \$3,517.32. This is a \$135.24 increase per yr. 2015: Annual cost \$3,660.00. This is a \$142.68 increase over the last year. 5% incr. 2016, annual cost is \$3880.00. No increase 2017.	Agreement can be terminated by either party by giving 30 days advance written notice.
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

**PORT OF PALM BEACH DISTRICT
CONTRACT REPORT**

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Palm Beach County	Security	Interlocal Agreement - Direct Access to County's Public Safety Trunked Radio System (formerly 800 MHZ Public Safety Radio System). R-2005-1338 R-2009-1086 - R-2013-1017	Security/Ken Hern	07/12/05	7/11/2021	4	4 yr. renewals in 2009 and 2013. Renewal & repl. fee \$211.42/per unit and system maintenance is \$226/per unit. The Port owns 45 portable radios. Annual cost is \$19,683.90/annually 2017 - 2021.	Agreement can be terminated by either party with or w/o cause. Shall be effective only on Oct 1st of any yr. with a 6 mo. notice. At least 8mo. prior to expiration, port shall provide the County a request to renew.
Earth Systems, Inc.	Engineering	Environmental Services	Engineering/Jose Soler	02/27/17	02/26/22	5	Project Engineer \$94.00 per hour (see contract file for other personnel rates)	90 calendar days written notice
Bowman Consulting Group, LTD	Port Wide	Professional surveying & mapping	Engineering/Jose Soler	03/01/17	2/28/2022	5	Project manager \$150.00 per hour (see contract file for other personnel rates)	At any time with written notice specifying effective termination date.
Ricoh	MOC	Lease/service agreements - MPC4503 -6th Floor color copier/behind recept. and MP7502 - 6th floor copier/copy room.	Finance/ Paul Zielinski	09/01/11	9/1/2022	5	Bid out in 2014. MPC4503 - \$175.71 per mo. & MPC7502 - \$178.05 per mo. New 5 yr. lease agreements/2017 - Color \$227.13 p.m., B&W \$175.71 p.m.	30 days written notice.
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.
G&K Services	Port Wide	Cleaning supplies (shop rags/mop heads)	Maintenance/Ken Hern	02/27/17	2/27/2018	Monthly	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.
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/v	Can be terminated by either party for convenience. Issuing RFP. Month-to-month until RFP complete.
Morpho Trust	TWIC Office	TWIC Enrollment Services	Security/Ken Hern	11/21/11	Until Terminated	Monthly	Port paid: \$7 per enrollment, \$5 per activation (2011) \$5 per applicant/HazPrint (2013)	Either party may terminate at any time, with 90 days written notice.
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 Kaczwarra	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

**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
Waste Management	MOC	Recycling Dumpster and Bin	Maintenance/Ken Hern	01/17/18	Until Terminated		N/A	Franchise agreement with City of Riviera Beh
AFLAC	1932 Wynnton Road Columbus, GA 31999	Provides voluntary, employee-paid, policies to Port staff	Beatrice Greffin/ Human Resources	???	4/1/2001	Open	Optional insurance for employees: cancer, hospitalization, etc.	N/A
AIG Valic Financial Advisors, Inc.	2929 Allen Parkway Houston, TX 77019	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	05/01/06	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
AXA Equitable	1290 Avenue of the Americas New York, NY 10104	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	???	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
Coach Comp America	400 N Congress Avenue, # 110 West Palm Beach, FL 33401	Provides screenings for on-the-job injuries (Workers' Compensation)	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Used for workers comp injury claims	N/A
Mobile Drug Testing	9910 Alt A1A, Suite 702- PMB107 Palm Beach Gardens, 33410	Provides pre-employment and post-accident drug screenings	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Drug free workplace provider	N/A
Manpower	1905 Broadway Riviera Beach, FL 33404	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for basic labor workers - bill rate \$15.39	N/A
Express	2540 Metrocentre Blvd. Ste. 3 WPB FL 33407	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for janitorial workers - bill rate \$19.15	N/A

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

**CONSENT AGENDA
ITEM F-7**

February 2, 2018

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

SUBJECT: Business Development

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

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

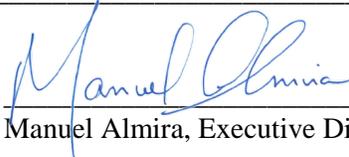
Seminars and Conferences		
Palm Beach County Day	Tallahassee, FL	January 9-10, 2018

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: _____

PBC DAY

January 9-10, 2018

Eventbrite

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[NEWSLETTER](#) 

Rediscover Palm Beach County

What's Old is New Again

[Register Here!](#)



Schedule Of Events

Tuesday, January 9, 2018

- 4:00 pm - 8:00 pm Registration at the Aloft & DoubleTree Hotels
- 8:00 pm - 10:00 pm Hospitality Suite at the Aloft Hotel

Wednesday, January 10, 2018

- 7:30 am - 10:00 am Registration at the Aloft & DoubleTree Hotels
- 7:30 am - 9:30 am Breakfast
- 8:00 am - 3:30 pm Exhibits in the Capitol Rotunda
- Noon - 1:30 pm Legislative Appreciation Luncheon on 22nd Floor of Capitol
- 8:00 pm - 10:00 pm Hospitality Suite on the Pool Deck at DoubleTree Hotel

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

**CONSENT AGENDA
ITEM F-8**

PREPARED BY: Aidy Alonzo PR & Media Specialist February 2, 2018

SUBJECT: **Public Relations & Marketing**

Meltwater Reports for January 2018

- Media: 273 mentions | 168,932,323 potential reach
- Social: 139 mentions, including 87 Tweets

Social Media Metrics for January 2018

- Facebook: 2,170 Total Likes | 36 New Likes | 2,431 Engagement | 21,840 Weekly Reach
- Twitter: 25 Tweets | 18,700 Impressions | 1,037 Profile Visits | 1,656 Followers
- Instagram: 18 Posts | 702 Followers | 105 New Followers | 777 Engagement

Print Advertising

- Cruise Travel magazine – March/April 2018 issue
 - Full page ad, co-op with Bahamas Paradise Cruise Line
 - Editorial in the Homeport Spotlight section featuring the Port of Palm Beach

Email Newsletters

- Focus on Film, monthly newsletter of the Palm Beach County Film & Television Commission, January 2018 – Bahamas Ferries commercial filmed at the Port
- Palm Beach North Chamber of Commerce, weekly newsletter, January 17, 2018 – Susan G. Komen gala and cruise aboard Bahamas Paradise Cruise Line’s Grand Celebration on January 20

In The News

- January 26 Manuel Almira featured in South Florida Business Journal’s 2018 South Florida Power Leaders list

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: n/a

RECOMMENDATION: For Information Only

Respectfully Submitted By:



Manuel Almira, Executive Director

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

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

Meltwater Coverage Summary

TOTAL REACH & AD VALUE

POTENTIAL REACH	AD VALUE
171,520,468	\$1,586,564

TOTAL NEWS ITEMS BY MEDIA TYPE

Online	273
Social	139
Total	412

TOTAL NEWS BY MEDIA TYPE %

Online	66.26%
Social	33.74%
Total	100%

TOP ONLINE HIGHLIGHTS

Articles	Reach
Chicago Tribune Jan 20 Susan G. Komen breast cancer organization held one of their events, which was relocated from Mar-a-Lago, on a cruise liner at the Port of Palm Beach.	112,355,082
Chron.com Jan 15 RGF Management, headquartered in the heart of the Port of Palm Beach Enterprise Zone, celebrated their contribution to 'Making America Great Again' campaign.	31,367,877
Los Angeles Times Jan 11 Five new cruise ships slated for Florida debuts in 2018. Also new in 2018, the smaller port of Palm Beach will add a second ship with short sailings to the Bahamas.	21,693,264

REACH & AD VALUE BREAKDOWN

Month	Reach	Ad Value
October 2017	20,721,934	\$191,678
November 2017	106,047,434	\$980,939
December 2017	171,290,153	\$1,584,434
January 2018	171,520,468	\$1,586,564
February 2018	-	-
March 2018	-	-
April 2018	-	-
May 2018	-	-
June 2018	-	-
July 2018	-	-
August 2018	-	-
September 2018	-	-
Total	469,579,989	\$4,343,615

MELTWATER REPORT - JANUARY 2018

Date	Headline	URL	Publication	Country	Reach
1-Jan-2018	Family fears no one searching for surfer missing since 2016	http://www.news-journalonline.com/news	The Daytona Beach News-Journal Online	United States	-
2-Jan-2018	Royal Caribbean, Celebrity cruise lines raising daily gratuity costs	http://www.sun-sentinel.com/business/s	Sun Sentinel	United States	1,445,090
3-Jan-2018	Cruise line reviving Bahamas getaways from Port of Palm Beach, adding second ship	http://www.orlandosentinel.com/travel/fl	Orlando Sentinel	United States	1,889,931
4-Jan-2018	Families battling cancer receive complimentary cruise	http://www.wpbfl.com/article/families-ba	WPBF-TV 25	United States	54,350
5-Jan-2018	A stranded Martha Stewart tours the Palm Beaches	https://www.wptv.com/lifestyle/taste-and	WPTV NewsChannel 5	United States	211,705
5-Jan-2018	A stranded Martha Stewart tours the Palm Beaches	https://www.abcactionnews.com/lifestyl	ABC Action News	United States	693,095
5-Jan-2018	Grand Celebration Confident In Gb 'Rebound' By Late 2018	http://www.tribune242.com/news/2018/	Tribune242	Bahamas	41,761
8-Jan-2018	Brinker: Fund to help displaced Puerto Ricans, others with breast care	http://www.palmbeachdailynews.com/ne	Palm Beach Daily News	United States	33,923
9-Jan-2018	Two-candidate race emerges at Palm Beach caucus	http://www.palmbeachdailynews.com/ne	Palm Beach Daily News	United States	40,304
11-Jan-2018	Five new cruise ships slated for Florida debuts in 2018	http://www.orlandosentinel.com/travel/fl	Orlando Sentinel	United States	1,146,859
11-Jan-2018	Five new cruise ships slated for Florida debuts in 2018	http://www.sun-sentinel.com/travel/florid	Sun Sentinel	United States	866,122
11-Jan-2018	Five new cruise ships slated for Florida debuts in 2018	http://www.latimes.com/travel/cruises/os	Los Angeles Times	United States	17,790,352
14-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://newsdog.today/a/article/5a5d3a7c	NewsDog	India	61,217
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	https://nbherard.com/business/rgf-mana	NB Herard	Canada	-
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.tulsacw.com/story/37270134/	TulsaCW.com	United States	2,781
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.siliconvalleyglobe.com/prnew	PR Newswire - Silicon Valley Globe	United States	54
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.sschronicle.com/2018/01/1/	University Chronicle	United States	1,658
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.spoke.com/press_releases/	Spoke	United States	40,355
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://dmnnewswire.digitalmedianet.com	DMN Newswire!	United States	1,598
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://dmnnewswire.digitalmedianet.com	DMN Newswire!	United States	1,598
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kctv5.com/story/37270134/rf	KCTV 5	United States	160,122
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.newswest9.com/story/37270	NewsWest 9	United States	20,505
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kmov.com/story/37270134/rf	KMOV.com	United States	193,249
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pen	HydroWorld - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kswo.com/story/37270134/rf	KSWO-TV 7	United States	40,292
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/gate	Rockford Register Star - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/gafn	Stock Market - FinancialContent	United States	170
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/tnj/r	The Network Journal - Financial Content	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kptv.com/story/37270134/rf	KPTV FOX 12	United States	245,654
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/gafn	Stock Market - FinancialContent	United States	170
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.news9.com/story/37270134/	Oklahoma's Own	United States	168,538
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.abcfoxmontana.com/story/37	ABC FOX Montana	United States	10,313
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	https://www.vbprofiles.com/press_relea	VB Profiles	United States	22,629
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.koamtv.com/story/37270134/	KOAM-TV	United States	12,832
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.sutelemundo20.com/story/37	Telemundo Midland/Odesa	United States	839
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.telemundoamarillo.com/stor	Telemundo Amarillo	United States	7,506
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.ians.in/index.php?param=pr	Indo-Asian News Service	India	9,368
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kait8.com/story/37270002/rf	KAIT ABC-8	United States	40,795
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pen	HydroWorld - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/gate	Rockford Register Star - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.wmcactionnews5.com/story/	WMC Action News 5	United States	106,438
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.fox8live.com/story/37270002	FOX 8 WVUE	United States	99,309
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.ktre.com/story/37270002/rf	KTRE ABC-9	United States	24,733
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.msnewsnow.com/story/3727	Mississippi News Now	United States	44,789
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.fox19.com/story/37270002/rf	FOX19-WXIX TV	United States	110,650
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.wistv.com/story/37270002/rf	WIS News 10	United States	97,657
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.pettingaa.com/ppingaa/ne	Pettinga - FinancialContent	United States	1,020
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.pettingaa.com/ppingaa/ne	Pettinga - FinancialContent	United States	1,020
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.wafb.com/story/37270002/rf	WAFB.com	United States	115,042
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.live5news.com/story/372700	Live5News.com	United States	69,838
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kxxv.com/story/37270002/rf	KXXV-TV News Channel 25	United States	58,018
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.kcbd.com/story/37270002/rf	KCBD NewsChannel 11	United States	39,792
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.wflx.com/story/37270002/rf	WFLX Fox 29-TV	United States	10,956
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.newschannel6now.com/stor	KAUZ-TV: NewsChannel 6 Now	United States	11,831
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.wtol.com/story/37270002/rf	WTOL.com	United States	89,716

15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.nbcrightnow.com/story/37270002/rq	NBC Right Now - KNDO/KNDU	United States	29,800
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.wnd.com/worldnetdaily/news	WorldNetDaily - FinancialContent	United States	780
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.kulr8.com/story/37270002/rq	KULR-8	United States	32,390
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.krgv.com/story/37270002/rq	KRGV.com	United States	24,009
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America - CBS News 8 -	http://www.cbs8.com/story/37270002/rq	KFMB-TV CBS-8	United States	201,040
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.profitquotes.com/cgi/?a=news	ProfitQuotes.com	United States	1,393
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.kfvs12.com/story/37270002/rq	KFVS 12	United States	64,030
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.wnd.com/worldnetdaily/news	WorldNetDaily - FinancialContent	United States	780
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wave3.com/story/37270002/rq	WAVE 3 News	United States	110,468
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.cleveland19.com/story/37270002/rq	Cleveland 19 News	United States	235,388
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wtoc.com/story/37270002/rq	WTOC.com	United States	48,021
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wlox.com/story/37270002/rq	WLOX-TV	United States	53,208
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wmbfnews.com/story/37270002/rq	WMBF News	United States	46,485
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.newschannel10.com/story/37270002/rq	NewsChannel 10	United States	47,787
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.ktvn.com/story/37270002/rq	KTVN Channel 2	United States	67,232
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.abc-7.com/story/37270002/rq	ABC-7.com	United States	20,673
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wect.com/story/37270002/rq	WECT TV6	United States	56,478
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wrcbtv.com/story/37270002/rq	WRCB-TV 3	United States	83,037
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.hometownstations.com/story/37270002/rq	Hometownstations.com	United States	15,284
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wsiltv.com/story/37270002/rq	WSIL-TV	United States	26,546
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wfsa.com/story/37270002/rq	WSFA 12 News	United States	77,852
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.newswest9.com/story/37270002/rq	NewsWest 9	United States	20,505
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.abc6.com/story/37270002/rq	ABC6 News	United States	29,625
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wfmj.com/story/37270002/rq	WFMJ TV-21	United States	74,325
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.newson6.com/story/37270002/rq	NewsOn6.com	United States	156,826
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.walb.com/story/37270002/rq	WALB.com	United States	44,970
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wbtv.com/story/37270002/rq	WBTV 3 News	United States	141,329
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	https://ceo.ca/@newswire/rgf-management	CEO.ca	Canada	31,943
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wfxg.com/story/37270002/rq	WFXG FOX 54	United States	13,914
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.keyc.com/story/37270002/rq	KEYC News 12	United States	19,698
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.tickertech.com/cgi/?a=news	Ticker Technologies	United States	1,083
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.nbc12.com/story/37270002/rq	NBC12 - WWBT	United States	158,661
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wbrc.com/story/37270002/rq	WBRC FOX6 News	United States	114,476
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.nbc29.com/story/37270002/rq	NBC29 WVIR	United States	70,109
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.abcfxmontana.com/story/37270002/rq	ABC FOX Montana	United States	10,313
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.kltv.com/story/37270002/rq	KLTV 7 News	United States	42,066
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.khq.com/story/37270002/rq	KHQ Right Now	United States	398,366
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wdam.com/story/37270002/rq	WDAM - Channel 7	United States	26,905
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.kplctv.com/story/37270002/rq	KPLC 7 News	United States	24,720
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.14news.com/story/37270002/rq	14 News	United States	46,301
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.nbc-2.com/story/37270002/rq	NBC-2.com	United States	164,077
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.kswo.com/story/37270002/rq	KSWO-TV 7	United States	40,292
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.waff.com/story/37270002/rq	WAFF 48 News	United States	79,303
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.tucsonnewsnow.com/story/37270002/rq	Tucson News Now	United States	80,173
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.erienewsnow.com/story/37270002/rq	Erie News Now	United States	32,683
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wnky.com/story/37270002/rq	WNKY.com	United States	5,496
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.leleazard.com/en/news-15780	Le Lezard (EN)	Canada	2,328
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/tnj/rq	The Network Journal - Financial Content	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.companyspotlight.com/news	Company Spotlight	United States	22,137
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.prweb.com/releases/2018/01	PRWeb	United States	655,901
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.businessinsider.com/news	Markets Insider- Business Insider	United States	1,180,587
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	https://www.benzinga.com/pressrelease	Benzinga	United States	647,699
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.bentoncourier.com/bent	The Saline Courier - FinancialContent	United States	344
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.theeveningleader.com/ft	The Evening Leader - FinancialContent	United States	382
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://money.mymotherlode.com/clark	MyMotherLode.com- FinancialContent	United States	823
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/jsor	Journal Sentinel - FinancialContent	United States	1,071
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.bigspringherald.com/big	Big Spring Herald - FinancialContent	United States	413
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/wral	WRAL - FinancialContent	United States	1,207
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pote	The Poteau Daily News - FinancialContent	United States	95,004

15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.kanerepublican.com/kar	The Kane Republican - FinancialContent	United States	1,052
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://quotes.fatpitchfinancials.com/fatp	Fat Pitch Financials - FinancialContent	United States	460
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.dailytimesleader.com/da	The Daily Times Leader - FinancialContent	United States	2,758
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://quotes.fatpitchfinancials.com/fatp	Fat Pitch Financials - FinancialContent	United States	460
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.am-news.com/am-news/	Morning News - FinancialContent	United States	299
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.mammothtimes.com/ma	Mammoth Times - FinancialContent	United States	382
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/dmw	DNW Media - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/wra	WRAL - FinancialContent	United States	1,207
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/aler	Aleris - FinancialContent	United States	46
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/stre	StreetInsider - FinancialContent	United States	789
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.minstercommunitypost.c	The Community Post - FinancialContent	United States	142
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.renewableenergyworld.co	Renewable Energy World - FinancialContent	United States	819
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.thepostandmail.com/the	The Post and Mail - FinancialContent	United States	239
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.smdailypress.com/smda	The Daily Press - FinancialContent	United States	601
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.kanerepublican.com/kar	The Kane Republican - FinancialContent	United States	1,052
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/ben	Cabling - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/mar	Market Intelligence Center - FinancialContent	United States	62
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.punxsutawneyspirit.com	The Punxsutawney Spirit - FinancialContent	United States	426
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/inve	Investor Place - Markets - Financialcontent.com	United States	3,605
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/mar	Market Intelligence Center - FinancialContent	United States	62
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.thepilotnews.com/thepil	The Pilot News - FinancialContent	United States	367
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/san	San Diego Stocks - FinancialContent	United States	1,207
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.bentoncourier.com/bent	The Saline Courier - FinancialContent	United States	344
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.poteaudailynews.com/po	Poteau Daily News - FinancialContent	United States	408
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.post-gazette.com/postga	Pittsburgh Post-Gazette - FinancialContent	United States	3,017
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.azcentral.com/azcentral/n	Azcentral.com - FinancialContent	United States	406
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://ca.advfn.com/p.php?pid=nmona&	Advfn.com	United States	9,693
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/citc	Citcomm Citcommstations - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/aler	Aleris - FinancialContent	United States	46
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/stre	StreetInsider - FinancialContent	United States	789
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://money.mymotherlode.com/clarkel	MyMotherLode.com- FinancialContent	United States	823
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.malvern-online.com/mal	Malvern Daily Record - FinancialContent	United States	208
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/ben	Cabling - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/san	San Diego Stocks - FinancialContent	United States	1,207
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.smdailypress.com/smda	The Daily Press - FinancialContent	United States	601
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.theeveningleader.com/le	The Evening Leader - FinancialContent	United States	382
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.dailytimesleader.com/da	The Daily Times Leader - FinancialContent	United States	2,758
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/tow	Townhall Finance - FinancialContent	United States	139
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.times-online.com/times-	The Valley City Times Record - FinancialContent	United States	348
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.punxsutawneyspirit.com	The Punxsutawney Spirit - FinancialContent	United States	426
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/fatp	Value Investing News - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/fatp	Value Investing News - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.theantlersamerican.com	The Antlers American - FinancialContent	United States	373
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.isonline.com/isonline/new	FinancialContent - Journal Sentinel	United States	1,071
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/fatp	Fat Pitch Financials - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/fran	Franklin Credit Business Services - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pen	Dental Economics - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.decaturdailydemocrat.co	The Decatur Daily Democrat - FinancialContent	United States	376
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.post-gazette.com/postga	Pittsburgh Post-Gazette - FinancialContent	United States	3,017
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/citc	740 KVOR - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/inve	Investor Place - Markets - Financialcontent.com	United States	3,605
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.dailyherald.com/dailyhera	Daily Herald - FinancialContent	United States	5,388
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://stocks.newsok.com/newsok/news	Newsok - FinancialContent	United States	500
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.sweetwaterreporter.com	The Sweetwater Reporter - FinancialContent	United States	365
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pres	Long Beach Press-Telegram - FinancialContent	United States	186
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.pe.com/pe/news/read/35	The Press Enterprise - FinancialContent	United States	188
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.mammothtimes.com/ma	Mammoth Times - FinancialContent	United States	382
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/star	Star Tribune - FinancialContent	United States	758
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.isonline.com/isonline/new	FinancialContent - Journal Sentinel	United States	1,071

15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.starkvilledailynews.com/	Starkville Daily News - FinancialContent	United States	395
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pote	The Poteau Daily News - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/pen	Dental Economics - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://thenumbers.marketplace.org/publ	Public Radio International- FinancialContent	United States	6,166
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://stocks.newsok.com/newsok/news	Newsok - FinancialContent	United States	500
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.wapakdailynews.com/wa	The Wapokoneta Daily News - FinancialContent	United States	257
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/ibtir	International Business Times - FinancialContent	United States	18,224
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.theantlersamerican.com/	The Antlers American - FinancialContent	United States	373
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://investor.wallstreetselect.com/wss	Stock Market - WallstreetSelect	United States	1,348
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.thepilotnews.com/thepil	The Pilot News - FinancialContent	United States	367
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/fatp	Fat Pitch Financials - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/stoc	Stock Market - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.decaturdailydemocrat.co	The Decatur Daily Democrat - FinancialContent	United States	376
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.times-online.com/times-	The Valley City Times Record - FinancialContent	United States	348
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.malvern-online.com/mal	Malvern Daily Record - FinancialContent	United States	208
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://de.advfn.com/p.php?pid=nmona&	Advfn	Germany	7,332
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.wapakdailynews.com/wa	The Wapokoneta Daily News - FinancialContent	United States	257
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.azcentral.com/azcentral/n	Azcentral.com - FinancialContent	United States	406
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.ridgwayrecord.com/ridgw	The Ridgway Record - FinancialContent	United States	517
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/tow	Townhall Finance - FinancialContent	United States	139
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	https://www.streetinsider.com/Press+Re	StreetInsider.com	United States	221,488
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/1dis	1st Discount Brokerage - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/citco	Citcomm Citcommstations - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.minstercommunitypost.c	The Community Post - FinancialContent	United States	142
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/press	Long Beach Press-Telegram - FinancialContent	United States	186
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/nrn	Nation's Restaurant News - FinancialContent	United States	46
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/star	Star Tribune - FinancialContent	United States	758
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.am-news.com/am-news/	Morning News - FinancialContent	United States	299
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/nrn	Nation's Restaurant News - FinancialContent	United States	46
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.pe.com/pe/news/read/35	The Press Enterprise - FinancialContent	United States	188
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.observernewsonline.com	The Observer News Enterprise - FinancialContent	United States	431
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.ridgwayrecord.com/ridgw	The Ridgway Record - FinancialContent	United States	517
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.starkvilledailynews.com/	Starkville Daily News - FinancialContent	United States	395
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.thepostandmail.com/the	The Post and Mail - FinancialContent	United States	239
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.poteaudailynews.com/po	Poteau Daily News - FinancialContent	United States	408
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.sweetwaterreporter.com	The Sweetwater Reporter - FinancialContent	United States	365
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/stoc	The Island Packet - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/jso	Journal Sentinel - FinancialContent	United States	1,071
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/ibtir	International Business Times - FinancialContent	United States	18,224
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.minyanville.com/minyanvi	Minyanville - FinancialContent	United States	3,693
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://thenumbers.marketplace.org/publ	Public Radio International- FinancialContent	United States	6,166
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/citco	740 KVOR - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/1dis	1st Discount Brokerage - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.minyanville.com/minyanvi	Minyanville - FinancialContent	United States	3,693
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.dailyherald.com/dailyhera	Daily Herald - FinancialContent	United States	5,388
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://finance.renewableenergyworld.co	Renewable Energy World - FinancialContent	United States	819
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.bigspringherald.com/big	Big Spring Herald - FinancialContent	United States	413
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://investor.wallstreetselect.com/wss	Stock Market - WallstreetSelect	United States	1,348
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/dm	DNW Media - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.financialcontent.com/fran	Franklin Credit Business Services - FinancialContent	United States	95,004
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://business.observernewsonline.com	The Observer News Enterprise - FinancialContent	United States	431
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.finanzen.ch/nachrichten/akti	Finanzen.ch	Switzerland	317,603
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.finanzen.at/nachrichten/aktie	Finanzen.at	Austria	156,027
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.buffalonews.com/buffnew	The Buffalo News - FinancialContent	United States	538
15-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://markets.buffalonews.com/buffnew	The Buffalo News - FinancialContent	United States	538
15-Jan-2018	RGF Management Team Celebrates its Contribution to Making America Great Again	http://www.wtvm.com/story/37270002/r	WTVM.com	United States	40,014
16-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://sports.timesunion.com/business/c	Sports - Times Union	United States	1,100
16-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.seattlрпи.com/business/press	Seattlрпи.com	United States	1,245,277
16-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.timesunion.com/business/pr	Times Union	United States	431,750

16-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.stamfordadvocate.com/business	StamfordAdvocate.com	United States	69,378
16-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.mysanantonio.com/business	San Antonio Express-News	United States	947,764
16-Jan-2018	RGF Management Team Celebrates its Contribution to 'Making America Great Again'	http://www.chron.com/business/press-releases	Chron.com	United States	17,632,115
17-Jan-2018	Cruise passenger contracts Norovirus: Is cruise line liable?	http://www.newsdogshare.com/a/article	Newsdogshare	India	18,434
17-Jan-2018	Cruise passenger contracts Norovirus: Is cruise line liable?	https://www.eturbonews.com/175552/cruise	ETurboNews	United States	34,698
19-Jan-2018	Enright elected Port of Palm Beach chair	http://www.mypalmbeachpost.com/business	The Palm Beach Post	United States	178,162
19-Jan-2018	Enright elected Port of Palm Beach chair	http://www.palmbeachpost.com/business	Palm Beach Post	United States	520,305
19-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.newsdogshare.com/a/article	Newsdogshare	India	18,434
20-Jan-2018	Trump plans gala at Mar-a-Lago, again pays himself	https://www.telegraphjournal.com/tribune	Telegraphjournal.com	Canada	31,671
20-Jan-2018	Trump Plans Gala At Mar-A-Lago On Saturday Night, Again Renting A Ballroom From Himself	https://www.ndtv.com/world-news/trump-plans-gala-at-mar-a-lago-on-saturday-night-again-renting-a-ballroom-from-himself	NDTV.com	India	16,097,073
20-Jan-2018	Trump Plans Gala At Mar-A-Lago, Again Renting A Ballroom From Himself	http://breakingnewslive.net/news/trump-plans-gala-at-mar-a-lago-on-saturday-night-again-renting-a-ballroom-from-himself	Breaking News	Malta	1,794
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.lmtonline.com/news/article/175552	Laredo Morning Times	United States	31,933
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.post-gazette.com/news/nation	Pittsburgh Post-Gazette	United States	981,243
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.orlandosentinel.com/news/politics	Orlando Sentinel	United States	1,146,859
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.baltimoresun.com/news/nation	The Baltimore Sun	United States	1,521,192
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.dailypress.com/news/nation	Daily Press	United States	123,538
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.sun-sentinel.com/news/politics	Sun Sentinel	United States	866,122
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.chicagotribune.com/news/nation	Chicago Tribune	United States	7,533,222
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.courant.com/nation-world/courant	Hartford Courant	United States	645,959
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.capitalgazette.com/news/nation	CapitalGazette.com	United States	87,535
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.carrollcountytimes.com/news	Carroll County Times	United States	25,345
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.sandiegouniontribune.com/news	The San Diego Union-Tribune	United States	1,417,989
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.mcall.com/news/nationworld	The Morning Call	United States	400,981
20-Jan-2018	Trump plans gala at Mar-a-Lago tonight, again renting a ballroom from himself	http://politicsofhope.com/trump-plans-gala-at-mar-a-lago-tonight-again-renting-a-ballroom-from-himself	Political News	Netherlands	3,628
20-Jan-2018	Trump plans high-priced gala at Mar-a-Lago for Saturday night — again renting a ballroom from himself	http://www.newscaf.com/world/trump-plans-gala-at-mar-a-lago-for-saturday-night-again-renting-a-ballroom-from-himself	NewsCaf	Canada	1,497
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.tbo.com/florida-politics/buzz	TBO.com	United States	173,277
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.tampabay.com/florida-politics	Tampa Bay Times	United States	1,036,117
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	https://www.denverpost.com/2018/01/20/trump-plans-gala-at-mar-a-lago-on-saturday-night-again-renting-a-ballroom-from-himself	The Denver Post	United States	2,383,703
20-Jan-2018	Trump plans gala at Mar-a-Lago, again renting ballroom from himself	http://bangordailynews.com/2018/01/20/trump-plans-gala-at-mar-a-lago-on-saturday-night-again-renting-a-ballroom-from-himself	Bangor Daily News	United States	402,480
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.readingeagle.com/ap/article	Reading Eagle	United States	124,299
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.richmond.com/washingtonpost	Richmond Times-Dispatch	United States	562,476
20-Jan-2018	Trump plans high-priced gala at Mar-a-Lago for Saturday night — again renting a ballroom from himself	https://www.thestar.com/news/world/another-trump-gala-at-mar-a-lago	Thestar.com	Canada	3,642,119
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.standard.net/National/2018/01/20/trump-plans-gala-at-mar-a-lago-on-saturday-night-again-renting-a-ballroom-from-himself	Standard-Examiner	United States	125,432
20-Jan-2018	Trump plans gala at Mar-a-Lago on Saturday night, again renting a ballroom from himself	http://www.mysanantonio.com/news/article	San Antonio Express-News	United States	947,764
20-Jan-2018	Trump plans gala at Mar-a-Lago tonight, again renting a ballroom from himself	https://www.washingtonpost.com/politics/trump-plans-gala-at-mar-a-lago-tonight-again-renting-a-ballroom-from-himself	The Washington Post	United States	36,010,700
20-Jan-2018	Trump gala at Mar-a-Lago on Saturday night again rents a ballroom from Trump	https://www.washingtonpost.com/politics/trump-plans-gala-at-mar-a-lago-on-saturday-night-again-renting-a-ballroom-from-himself	The Washington Post	United States	36,010,700
25-Jan-2018	Building official fails state exams, retains job - Fox29 WFLX TV, West Palm Beach, FL	http://www.wfix.com/story/37353598/building-official-fails-state-exams-keeps-job	WFLX Fox 29-TV	United States	10,956
25-Jan-2018	Riviera Beach building official Ladi March retained by city despite failing state exams	https://www.wptv.com/news/region-c-palms-beach	WPTV NewsChannel 5	United States	191,728
25-Jan-2018	We are so close to eliminating Florida's egregious write-in provision Our view	http://ux.tcpalm.com/story/opinion/editors-are-so-close-to-eliminating-floridas-egregious-write-in-provision-our-view	TCPALM	United States	313
27-Jan-2018	Palm Beach's northern shore thickened with free inlet sand	http://www.palmbeachdailynews.com/news	Palm Beach Daily News	United States	40,304
31-Jan-2018	On the Water: Sailfish, others bite in abundance for anglers who brave chill	http://thecoastalstar.com/profiles/blogs/on-the-water-sailfish-others-bite-in-abundance-for-anglers-who-brave-chill	The Coastal Star - Blogs	United States	972

Total Reach:	168,932,323
Mentions:	273

THE GRAND CLASSICA IS SET TO SAIL FOR THE FIRST TIME

Bahamas Paradise Cruise Line will begin cruising daily from

 **PORT** of
Palm Beach



Beginning in April Bahamas Paradise Cruise Line will offer daily sailings from the Port of Palm Beach to Grand Bahama Island. The Grand Classica joins the Grand Celebration, in offering all the services, amenities and fun that make our 2-night Bahamas cruises so popular! Act now to book your spot!



Call 800.336.7967 or visit us at bahamasparadisecruise.com

FOCUS on FILM



The Newsletter of the Palm Beach County Film and Television Commission | JANUARY 2018

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2195 SOUTHERN BLVD, Suite 520
WEST PALM BEACH, FL 33406
pbfilm.com

JAPANESE PRODUCTIONS ZOOM IN ON THE PALM BEACHES

With increasing global brand recognition for our endless summers, The Palm Beaches attract a variety of international productions seeking sparkling waters and sunny skies. **Japanese** productions in particular have had a growing presence in the region, highlighting everything from our picturesque piers to bustling city centers.

Zazou Productions recently filmed an episode of *World Summer Resort*, a tourism series that airs weekly on **Tokyo Broadcasting System**, to an average of 5.4 million viewers per episode. From **Clematis Street** and **CityPlace** in **West Palm Beach**, to **Pineapple Grove** in **Delray Beach**, to **Phil Foster Park** in **Riviera Beach**, the Zazou team interviewed municipal representatives in each region to get travel advice from those who know best. Meanwhile, popular Japanese variety show *Ariyoshi Zemi* filmed at the **Lake**



Artwork by Chris Garver

Worth Pier and **West Palm Beach Flagler Drive waterfront** for an upcoming episode featuring the notoriously zany antics of the playful series. Host stand-ups on both the beach and Intracoastal showed off some of PBC's best waterfront assets. When an ideal cultural backdrop was needed for South Florida-based Japanese art and tattoo specialist **Chris Garver**, Fat Cat 305 Films captured the essence at **Morikami Museum and Japanese Gardens**. The production was livestreamed on Facebook to tattoo enthusiasts all over the globe.



World Summer Resort

The Palm Beaches continue to welcome a variety of worldwide productions with a focus on excellent customer service, free one-stop permitting and diverse locations spanning the largest county in Florida. See more about our services by visiting us online at pbfilm.com.

CNN CELEBRATES BOCA HIGH SCHOOL

We Dine Together, a special lunch club at **Boca Raton Community High School**, took 2017 by storm. Formed by teacher Jordan Hernandez and high school senior Denis Estimon, the club provides a way to include students who would otherwise sit alone. It began with only 15 students but now surpasses 80 in numbers. The lunch club received national news coverage in 2017, featured in stories by **ABC News**, **Palm Beach Post**, **Sun Sentinel**, **People**, and **Huffington Post**. CNN's brand studio **Courageous** featured the group as one of 2017's most inspiring stories in a video that aired during **New Year's Eve Live with Anderson Cooper**. "We loved the inclusivity of the Lunch Club, and how it continues to grow and thrive beyond the vision of its initial founders.



Lunch Club Participants

We were moved by the fact that the club has managed to inspire subsequent classes of students," said Paul Sundue, VP & Creative Director of **Courageous Studios**. Watch at greatbigstory.com/playlists/the-unsung.



THE PALM BEACHES ON PUBLIC TV

Travel expert **Burt Wolf** visits The Palm Beaches again for a second and third episode! *Travels and Traditions with Burt Wolf* airs on public television across the country in areas such as New York, California and Florida. The new episodes will begin airing in January 2018, so check your local listings for an airing near you. In the newest episodes, Burt Wolf visits the **PGA National Resort and Spa**, **Loggerhead Marine Life Center**, the **Crest Theatre** in Delray Beach, **The Ballpark of The Palm Beaches**, the **Historical Society of Palm Beach County**, the **Cultural Council of Palm Beach County** and much more! The show is produced by award-winning local company Apex Productions. With over 20 years of production experience, Apex Productions delivers high quality products that have earned them several awards. For more information, visit burtwolf.com.



Burt Wolf at Paley Institute



Burt Wolf at Boca Raton Museum of Art



AFRICAN AMERICAN FILM FEST

The **Kravis Center for the Performing Arts in West Palm Beach** is set to host the 13th season of the **African-American Film Festival** during select Mondays throughout February at 7pm. The month-long film series provides a platform for the public to watch films about the African-American experience. The event was founded by **James Drayton**, with community support from the Kappa Upsilon chapter of the **Omega Psi Phi** fraternity.



This year's films include: **Sounder**, February 5; **The Wiz**, February 12; and **To Sir, With Love**, February 26. **AnEta Sewell**, a speech communications professor at **Palm Beach State College** and former local newscaster, will lead a discussion before each film and host a Q&A session afterward. See a full schedule and purchase tickets at kravis.org.

GUMBO LIMBO ON SWEDISH TV

As a world renowned environmental complex, **Gumbo Limbo Nature Center** in Boca Raton is no stranger to film productions. Production companies hoping to get a glimpse of sea turtle research and conservation need look no further. South Florida contains a massive number of sea turtle nests, and everyone wants in on a bit of the action during sea turtle nesting season, which runs from March 1 through October 31 every year. One recent guest to Gumbo Limbo was **Tomas Blideman** of **Swedish national television**. Blideman visited Gumbo Limbo Nature Center to film material for **Lilla Aktuellt**, Sweden's only news program for kids that has been airing since 1993. Now, the whole world can experience the magic of Gumbo Limbo and the variety of educational programs they offer. For more about Gumbo Limbo Nature Center, visit gumbolimbo.org.



CREATIVITY FUSES IN WEST PALM

From January 23-27, **FOTOfusion® 2018** hundreds of professional and hobbyist photographers descend upon West Palm Beach for the 23rd Annual **FOTOfusion**. Presented by the **Palm Beach Photographic Centre**, this festival unites some of best known photographers and instructors from around the country who come to teach workshops "where creativity and technology fuse." The festival includes lectures, panel discussions, workshops, multimedia presentations, portfolio reviews, hands-on computer classes, demonstrations, photoshoots and much more! Awards will be presented to legendary photographer **Howard Schatz**, whose iconic advertising images and celebrity portraits have been exhibited in museums and photography galleries internationally and are included in innumerable private collections. See more at fotofusion.org.



Photography by Schatz

BAHAMAS SETS SAIL IN PALM BEACH

Bahamas-based production company **Keen i Media** graced our shores to film a new international commercial for **Bahamas Ferries**. The shipping and travel line sought to advertise itself as "a comfortable, convenient and affordable way to ship items from the U.S to the Bahamas." The commercial features beautiful aerial footage of their vessel on the crystal blue waters of the film-friendly **Port of Palm Beach**, and can be seen on local TV channels throughout the Bahamas. "We had the absolutely best experience shooting at the Port of Palm Beach. The ease of getting the shots we needed and the help we received from the staff at the Port was great," said Client Services Manager **Kenton Pinder**.
Keen i Media is a full-service advertising agency, public relations, media design, marketing and production company with clients all over the Bahamas, North America, the U.K. and Europe. Learn more at keenimedia.com.



Port of Palm Beach

TART BOWL, SWEET RATINGS

More than 1.3 million households had their eyes set on The Palm Beaches on December 19 as the **Florida Atlantic Owls** hosted the **Akron Zips** in the **2017 Cheribundi Tart Cherry Boca Raton Bowl**. The fourth annual Boca Raton Bowl aired on **ESPN** and was a top 10 telecast on cable that evening. Moreover, it was the number one sports program of the night and received higher ratings than any other pre-Christmas bowl game on cable. In addition to the nationally televised game, college football fans had several opportunities to watch **Florida Atlantic University's (FAU)** high-powered offense dominate their opponent as the bowl game re-aired three times. Doug Mosley, Executive Director of the Boca Raton Bowl, says "that means **Boca Raton** and **Palm Beach County** received great exposure." The Boca Raton Bowl, FAU's fourth nationally televised game this year, was also streamed globally. To catch more info on this event, rush over to thebocaratonbowl.com.





TURTLE CONSERVATION PROMO

The coastal waters of The Palm Beaches offer some of the best aquatic life in the world. In a new promo video, conservationist and wildlife videographer Jim Abernethy explores an area he has named **Turtle Town**.



Right off the **Jupiter Inlet**, near **DuBois Park**, this natural experience offers a glance at turtles that can be spotted in just a few feet of water. It's a rare opportunity to explore nature like this, but Abernethy explains, "The turtle is dependent on turtle grass and we want to make sure we don't step on it, anchor or drive over it, or interfere with their feeding on this fragile ecosystem." So grab a paddleboard or kayak and enjoy the experience of turtles swimming all around you as one of the many unique underwater delights of The Palm Beaches. More information is available at scuba-adventures.com.

A SUNNY HOLIDAY FOR THE MEDIA

The "Winter White House" graced the national spotlight once again as **President Trump** and his family celebrated the holidays in style at Mar-a-Lago in Palm Beach, bringing a barrage of media along with them. Starting with Thanksgiving and extending through two weeks over Christmas and the New Year, the national press pool (including **CNN**, **ABC News**, **Fox News**, and others) returned to their choice stand-up location within **Howard Park** along **Okeechobee Boulevard** in **West Palm Beach**, where they can conveniently park their satellite trucks and office trailers overnight.

Meanwhile, popular morning programs like **MSNBC's Morning Joe** and **NBC's Today Show** made **Meyer Amphitheater** a temporary home during their visit to The Palm Beaches, showcasing a dual backdrop along Flagler Drive with the glittering Intracoastal waterway and the downtown skyline. The picturesque views offer what may be considered "free marketing" for an ideal sunny destination amidst winter snowstorms.



Anchor Hallie Jackson

G-STAR BUILDS A DREAM FACTORY

G-Star Studios and **G-Star School of Arts** constructed one of the largest sets ever built in Palm Beach County for a new TV mini-series, **Dream Factory**. The five-part fantasy is centered around a place where dreams are manufactured for human beings at birth. If a dream goes unused, it's returned to the factory and placed in storage.



Students Constructing Set

When someone dies they must see their wasted dreams before they go to their resting place. "Our students have built the interior of an entire house in **Sound Stage One**. It's 100' long, 10' high with upstairs bedrooms," says Greg Hauptner, Founder/CEO. "[They] also constructed an entire forest with a 'witches hut' for a nightmare-type dream sequence." But the dreams don't end with the show! During the **Dream Factory** shoot in January, show producer **Kimber Eastwood** (daughter of Clint) will hold special seminars for G-Star students and work with them on set. To live the dream, visit gstarstudios.com.



DIVERSITY ON DISPLAY AT PBJFF

When the **28th Annual Donald M. Ephraim Palm Beach Jewish Film Festival** kicks off on January 18, filmgoers will find a wide range of films from topics like the cultural collaboration behind the jazz classic, **Body and Soul: An American Bridge**, to **G.I. Jews: Jewish Americans in World War II**, the compelling documentary detailing the service of half a million Jewish Americans in World War II, to the Jewish influence on Iraqi music in **On the Banks of the Tigris: The Hidden Story of Iraqi Music**. Other features will celebrate artists like Itzhak Perlman, Sammy Davis, Jr. and Hedy Lamarr. More screening locations are available this year. "We've added theaters to offer residents and tourists a better choice and more convenience when choosing films to see," says Festival Director Ellen Wedner. The 2018 festival takes place January 18 through February 11. See more at pbjff.org.



DIRECTOR ANNOUNCED FOR NEW DOC

Local award-winning independent filmmaker Rick Pamplin has been announced as writer-director of a new feature length documentary inspired by Palm Beach resident Louise Levison's best-selling book **Filmmakers & Financing: Business Plans for Independents**. Pamplin says, "We are making a bold, truthful movie, which will reveal as many secrets as possible." He plans to interview multiple Palm Beach residents on camera and utilize locations throughout the County. Pamplin's storied career spans 18 years in Hollywood and 14 years at Universal Studios in Florida before he relocated to Palm Beach. He has written and directed several award-winning films including **Hoover**, starring Academy Award-winning actor **Ernest Borgnine**. Producers on the new film include Scott duPont, formerly a Jupiter Island resident turned Hollywood-based movie producer, and Palm Beach artist and production designer Maggie Phipps Pamplin. The executive producer is P.J. Marks. Follow updates on the production via Twitter at [#ConfidentialFilmProject](https://twitter.com/ConfidentialFilmProject).



Pamplin & Borgnine



**LOCATION SPOTLIGHT:
HIDDEN IN PLAIN SIGHT**

We never tire of hearing that lush tropical backdrops are needed for catalogs and photoshoots. PBC has lots of amazing backdrops for photographers and production designers that need the right setting for resort wear, swimsuits, bridal gowns and casual wear.

Situated next to Palm Beach International Airport, **Mounts Botanical Garden** covers 14 acres of tropical plant materials, complete with a stylized bridge, 23 different gardens, a tropical forest, and a fantastic gazebo and that's just on the outside! The property also offers interior classrooms, test kitchens, a nice meeting room as well as a rare buff brick midcentury modern building that faces Military Trail.



Bridal Image at Mounts



Casino Ballroom

When visiting the **Lake Worth Casino**, you could actually overlook the Casino Ballroom on the second floor. The room is light and bright with windows facing the east and west. The balconies provide great camera positions to catch the action on the lush lawn area directly behind the casino facing west where a sunset view

from the Intracoastal Terrace that overlooks the grassy courtyard is ready to host your scene. With ocean views on the east side, there are plenty of production opportunities at the Lake Worth Casino Building & Beach Complex.



Upper Level Casino



Northwood Village

Anywhere, USA with vintage charm is a frequent request, and it can be found in **Northwood Village** on the north end of West Palm Beach. The "main street" has grown into a trendy location and offers a ton of charm with a mix of brick, streamline modern and brightly-colored stucco buildings. The oak trees provide a nice canopy of shade and dappled light that makes for a natural filter for photography. For more information about these locations and others that welcome commercial production, please visit pbfilm.com.

**EDUCATION CORNER:
SSOF DEADLINE APPROACHES**

January is post-production time for Florida students! The deadline for the **23rd Student Showcase of Films** is approaching. Over **\$12,500** in cash, prizes and scholarships are in play, so submit your project by **January 24** for a chance to win. New in 2018, the Suzanne Niedland Documentary Scholarship will be awarded to a winning documentary filmmaker. Created to honor Suzanne Niedland—a champion of student filmmakers and Florida's production industry—the newest category is open to college and high school students across the state.

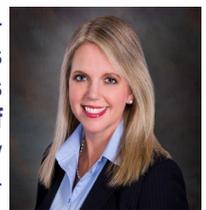


Overall, there are 13 categories up for grabs, including the Burt Reynolds and Sara Fuller Scholarships presented to Palm Beach County high school seniors. Categories for submission include: Public Service Announcements for Environmental and Mental Health Awareness, Animation, High School and College Feature Shorts. To learn more about these and other categories for submission, please visit online at pbfilm.com/student-showcase.



NEW MAYOR APPOINTMENT

The Palm Beach County Film & Television Commission warmly congratulates **Melissa McKinlay** on her appointment as **Mayor of the Palm Beach County Board of County Commissioners**. Mayor McKinlay has spent over 20 years advocating on behalf of women, children and families through her professional and governmental roles. As the County Commissioner for **District 6**, McKinlay's region has welcomed several commercial productions, including multiple award-winning documentaries in Pahokee as well as episodes of South Florida PBS' *On The Town in The Palm Beaches* in both **Wellington** and **The Glades**. Her dedication to the County is evident through civil service and by providing opportunities for her constituents to succeed. Learn more about Melissa at discover.pbcbgov.com.



Melissa McKinlay



Co-Editors: Phyllis Man & Christy Andreoni, Assistant Editor: Kelly King, Contributors: Chris Cobb, Alberto Jordat, Ian Saylor, Hilary Webber & Lauren Tobin
To be included in this newsletter please email candreoni@pbfilm.com or call 561.233.1000

Board of County Commissioners

- Melissa McKinlay, Mayor
- Mack Bernard, Vice Mayor
- Hal R. Valeche
- Paulette Burdick
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger



Palm Beach County Film & Television Commission

- Film Commissioner, Chuck Elder
- Deputy Film Commissioner, Michelle Hillery
- Production Director, Christy Andreoni
- Development and Marketing Producer, Phyllis Man
- Location & Marketing Coordinator, Kelly King
- Senior Production Coordinator, Ian Saylor
- Production Coordinator, Hilary Webber
- Social Media Specialist, Christopher Cobb
- Office Administrator, Alberto Jordat
- Associate Marketing Producer, Lauren Tobin



PALM BEACH NORTH
CHAMBER OF COMMERCE

WEEKLY NEWSLETTER

January 17, 2018



1 in 4 people die from
heart disease each year

**SIGN UP FOR
A SCREENING**



In This Issue

[Upcoming Events](#)

[Hot Deals](#)

[Job Postings](#)

[2018 Prosperity
Leadership Program](#)

[Small Business
Spotlight](#)

[Did You Know?](#)

[Member News &
Events](#)

Upcoming Events

Coffee with Beth

Thursday,
January 25
8:45 - 10:00 a.m.
Palm Beach North
Chamber of
Commerce
5520 PGA Boulevard,
Suite 200
Palm Beach Gardens
[Click to register](#)

CEO Connection with Earl Stewart

Wednesday,
January 31
11:15 a.m. -
1:00 p.m.
Earl Stewart Toyota
1215 US Highway
One
Lake Park
[Click to register](#)

Chamber U

Friday,
February 2
8:30 - 10:30 a.m.
Palm Beach State
College - Gardens
Campus
Room # SC161
3160 PGA Blvd.
Palm Beach Gardens
[Click to register](#)

Business Savvy Women's Forum

Wednesday,
February 7
8:00 - 9:30 a.m.
Palm Beach North
Chamber of
Commerce Office
JMC Board Room
5520 PGA Boulevard,
Suite 200
Palm Beach Gardens
[Click to register](#)

Small Business Seminar Digital Series: Get Results with Search Engines

Thursday, February 8

ArtiGras Fine Art Experienced Festival



February 17, 18 & 19 at
Abacoa in Jupiter, FL

ArtiGras Fine Art Experienced Festival, celebrating its 33rd anniversary in 2018, 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. The three-day event also features interactive art exhibits, children's activities, live music, and demonstrations that provide an arts experience like no other in South Florida. ArtiGras is produced by the Palm Beach North Chamber of Commerce and is presented by Palm Beach Gardens Medical Center.

Volunteer with us at ArtiGras [here!](#)

Prosperity Leadership Program, Class of 2018!



We would like to congratulate our Prosperity Leadership Program, Class of 2018. Congratulations to:

Amine Aghzafi	Lauren McClellan
Bridget Berry	Gabrielle Monroe
Bill Bramlett	Niki Norton
Rob Callaway	Gina Sabeen
Morgan Cintron	Barbara Scarlata
Tammy Dalton	Rosa Schechter
Keith Douglass	Jennifer Shapiro
Ken Elkin	Aimee Shaughnessy
George Gentile	Renee-Marie Stephano
Ellen Goldey	Chris Taraba
Gillian Ebanks Knowles	Patrick Thompson
Rani Newman Mathura	Elijah Watlington

From January through May, this class will learn about the growth and development that is occurring within all ten of Palm Beach North's municipalities.

7:30 - 9:00 a.m.
 DoubleTree by Hilton
 Hotel & Executive
 Meeting Center
 4431 PGA Boulevard
 Palm Beach Gardens
[Click to register](#)

Hot Deals
[click here>](#)

Job Postings
[click here>](#)

The Palm Beach North Chamber would like to welcome and recognize our newest members. We are delighted to have each of you as a part of our Chamber family!

Student ACES, Inc.

**David J. Ahr, Esq.,
 PLLC**

Ribbon Cuttings



Effective January 16, 2018, the fee for a current Palm Beach North Chamber of Commerce Member is \$250 and \$500 for Non-Members. This fee MUST be paid 30 days before your requested date or at the time of receiving confirmation of an approved ribbon-cutting date from the Chamber.

For more information, please click [here](#).

Member News

Leadership Palm Beach County (LPBC) is accepting applications for the 2018 Focus Program. The program is designed for those interested in deepening their knowledge about Palm Beach County. Open to the first 50 applicants. Learn more here <http://bit.ly/1JvLSSv>

Have news to share? [Click to submit your Member News](#) or Events

Member Events

January 20

Riviera Beach CRA is hosting a **Dr. Martin Luther King Day of Service** event on **Saturday, January 20 from 9:00 a.m. to 1:00 p.m.** at 732 West 1st Street in Riviera Beach! There will be free continental breakfast and lunch provided. Click [here](#) for more information.

January 20

Bahamas Paradise Cruise Line is supporting the **Susan G Komen Gala/Cruise** to be held on **Saturday, January 20**. Gala attendees have the option to cruise post dinner or if your are not attending the Gala, you may choose to cruise anyway. Ship departs on Saturday and returns Monday at 8:00 a.m. This year's event is special for our county as 75% of the proceeds raised go for care and use in Palm Beach county. Click [here](#) for more information.



FOR THE EXCLUSIVE USE OF INFO@PORTOFPALMBEACH.COM

From the South Florida Business Journal:

<https://www.bizjournals.com/southflorida/news/2018/01/26/meet-the-2018-south-florida-power-leaders.html>

Meet the 2018 South Florida Power Leaders

Power Leaders continue to reflect dynamic South Florida marketplace

🔑 SUBSCRIBER CONTENT:

Jan 26, 2018, 7:12am EST Updated: Jan 26, 2018, 10:47am EST

This year, as in years past, the list of South Florida Power Leaders reflects a dynamic regional marketplace. Of the 153 executives on our list, 57 were not on last year's list.

Newcomers represent such sectors as construction, travel and tourism, regional business development and even pet supplies, which saw home-grown Chewy.com acquired for a rumored \$3.35 billion last year.

These Power Leaders not only steered their companies to prosperity, but they've helped the region thrive. On their watch, Palm Beach County's jobless rate dropped to 3.6 percent in 2017 from 5.1 percent in 2016, resulting from 21 relocations and expansions and capital investment of \$158.4 million facilitated by the Business Development Board of Palm Beach County. In Miami-Dade County, the Miami-Dade Beacon Council assisted 46 companies to create thousands of new jobs and generate \$209.7 million in new capital investment. In Broward County, the Greater Fort Lauderdale Alliance assisted companies in creating or retaining almost 4,000 jobs and securing \$256 million in new capital investment.

Growth drives new opportunity, however our list reflects stability. This year, eight Icons and 29 five-time honorees are profiled.

Together, they help drive a dynamic economy with a promising future.



Manuel Almira

Executive director, Port of Palm Beach

www.portofpalmbeach.com

1 E. 11th St., Suite 600,

Riviera Beach 33404

(561) 383-4100

Birthplace: Banes, Oriente, Cuba

Education: B.B.A., marketing/advertising, Baruch College of Business, City University of New York

What drives you? I am driven by my core belief that work is good for you. Work provides for my family.

If you could ask one leader one question? Rex Tillerson, U.S. secretary of state and former chairman/CEO of ExxonMobil: What motivated him to make the move from a publicly traded, multinational corporation to government.

What advice would you give your 21-year-old self? Have a plan, follow that plan, and worry less.

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

**CONSENT AGENDA
ITEM F-9**

PREPARED BY: Jarra Kaczvara Sr. Director of Business Development February 2, 2018
Jackelin Machado Marketing Analyst

SUBJECT: Community Grants

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

Donations/Sponsorships

The Wild Dolphin Project Inc. Donation \$100.00

Community Grant Events

“Historically Black Colleges and Universities Annual Scholarship Luncheon” by Bethune Cookman University Alumni Association. February 24, 2018 \$130.00 (2 Tickets /\$65.00 per tkt.)

These organizations 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 \$100.00 to The Wild Dolphin Project Inc.
 2. The Board is respectfully requested to ratify the purchase of two tickets to attend the 14th Annual HBCU Scholarship Luncheon.
-

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: _____



PROJECT STAFF

Denise Herzing, Ph.D.
Research Director

Bradley Ruda
Captain

Melissa Williams
Executive Admin Asst

Michelle Green, Ph.D.
Research Associate

Cindy Elliser, Ph.D.
Research Associate

Bethany Augliere
Research Associate

Cassie Volker
Research Assistant

BOARD OF DIRECTORS

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Ivi Kimmel
Don Mader
Drew Mayer
Ruth Petzold
Axel Stepan
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David Bates

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Thomas I. White, Ph.D.

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Diane Ross
Linda Castell, D.V.M.

Thursday, January 18, 2018

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

Dear Commissioners,

Spanning over three decades The Wild Dolphin Project, a *non-profit* scientific research organization that studies and reports on a specific pod of free ranging Atlantic spotted dolphins is the longest running underwater dolphin research project in the world. With our underwater focus on observing and recording behavior and sound, we are determined to "Crack the Code" of dolphin communication. "In Their World... On Their Terms..." Our office is local, here in Jupiter, Florida, however our research takes us across the Atlantic to the Bahamas throughout the year, aboard R/V *Stenella*, each trip clearing customs at the Port of Palm Beach.

We have an upcoming event, *Wild Ocean Science*, taking place March 24, 2018 at FAU in Jupiter where we will be premiering an episode by *Changing Seas*, an original production by PBS, entitled, "Dolphins: Breaking the Code". With a seating capacity of only 500, we anticipate this will be a sold-out event.

We would like an opportunity to include our home port as a supporter of our research.

As our top sponsor, naturally we will include tickets to the event, merchandise packages, VIP seating during the premiere, preferred logo placement our website and social media posts but also a private boat ride for (6) aboard our research vessel, a 62' powered catamaran. Additionally, we would like to offer space for a promotional video to be shown at the beginning of the premiere in front of a large, captive audience which would include local business owners, out of state WDP supporters, students, and the general public. We kindly ask The Port of Palm Beach to sponsor this event at \$5,000 level. The attached sponsor form shows all the levels of available sponsorship.

As a small organization with low overhead, we have a strong social media following as well as national and global media coverage. Over 6,000 people like our Facebook page and we have 2,100 followers on Instagram. We have several YouTube videos with many subscribers and hundreds of views per video. Our research brings media coverage from BBC, National Geographic, New York Times, and more. The included Media sheet shares more information.

I thank you for taking the time to consider our request. Please feel free to contact me at any time at the office 561.575.5660 or on my cell 561.385.1996.

Sincerely,

Melissa Williams
Executive Assistant

Website: www.WildDolphinProject.org

Twitter: [@dolphinproject](https://twitter.com/dolphinproject)

Facebook: www.facebook.com/Wild.Dolphin.Project

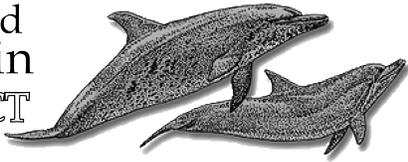
Instagram: www.instagram.com/WildDolphinProject

P.O. Box 8436 Jupiter, Florida 33468

Telephone: 561-575-5660

Fax: 561-277-2442

Email: info@wilddolphinproject.org



Sponsorship Levels

\$ 5,000 Ambassador

Invitation to a private meet-n-greet with WDP staff and crew
Tickets for (12) guests with VIP seating
WDP merchandise package for (12) guests
Preferred logo placement on WDP website and social media
Private boat ride aboard R/V Stenella for (6) guests, your date of choice*

\$ 2,500 Steward

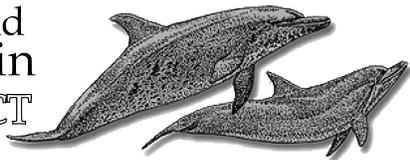
Invitation to a private meet-n-greet with WDP staff and crew
Tickets for (8) guests with VIP seating
WDP merchandise package for (8) guests
Logo placement on WDP website and social media
Private boat ride aboard R/V Stenella for (4) guests Sunday, March 25th

\$ 1,000 Fused

Invitation to a private meet-n-greet with WDP staff and crew
Tickets for (4) guests with VIP seating
WDP merchandise package for (12) guests
Logo placement on WDP website and social media
Private boat ride aboard R/V Stenella for (2) guests Sunday, March 25th

\$ 500 Mottled

Invitation to a private meet-n-greet with WDP staff and crew
Tickets for (2) guests with VIP seating
WDP merchandise package for (2) guests
Logo placement on WDP website and social media
(10) raffle tickets for (2) guests



Sponsorship Levels

Yes! Please sign me up as a sponsor at the level below (circle one):

\$ 5,000 Ambassador

\$ 2,500 Steward

\$ 1,000 Fused

\$ 500 Mottled

\$ other _____

You may pay by check or credit card. Make check payable to: Wild Dolphin Project. Mail check and this form to: PO Box 8436, Jupiter, Florida 33468. For credit cards please use the "donate" tab at www.wilddolphinproject.org or call Melissa at 561-575-5660.

Company: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Facebook: _____

Instagram: _____

Website: _____

Representative Signature: _____

Please send hi-res logo to: melissa@wilddolphinproject.org

1st Annual Event

Wild Ocean Science

Join us for an evening of conservation and education
to help continue to research and protect the beauty and the lives
of the wild Atlantic Spotted Dolphins



Atlantic Spotted Dolphin, *Stenella frontalis*
Photo Credit: Tanya G Burnett

The Wild
Dolphin
PROJECT 
Research, Education, Conservation
A nonprofit organization



MARCH 24, 2018

Premiere

of South Florida PBS' *Changing Seas* episode
Dolphins: Breaking the Code

Special guest host
Miles O'Brien

Photo Ops and Book signing with
Dr. Denise Herzing
Research Director and Founder

Tickets can be purchased online
www.wilddolphinproject.org/tickets

FAU campus auditorium
5353 Parkside Drive, Jupiter FL 33454

General Admission
Doors open at 5:30pm
Show starts at 6:30pm
Light snacks are provided

Sponsorship Opportunities Available
Meet and Greet begins at 5:00pm
Hors d'oeuvres are provided



RECEIVED
JAN 16 2018
BY:

January 10, 2018

Dr. Jean Enright, Vice Chair
Port of Palm Beach District Board
One East 11th Street Suite 600
Riviera Beach, Fl 33404

Dear Vice Chair Enright:

Our organization sincerely appreciates your support over the years for our scholarship luncheon. Your commitment to the youth in our community through your donations is commendable.

"Enter to Learn-Depart to Serve" is the motto of the beloved Bethune-Cookman University. Since our inception, this mantra has been the driving force of the graduates of this institution. Continuing our efforts to raise funds for scholarships for students attending our prestigious university, the Palm Beach County Alumni Chapter of Bethune-Cookman University will be holding our 14th Annual HBCU Scholarship luncheon on Saturday, February 24, 2018 at the Embassy Suites Hotel 1601 Belvedere Rd. West Palm Beach, FL.

This year we will recognize seven outstanding community organizations. Our keynote speaker will be *Mayor Andrew Gillum, Mayor of Tallahassee, FL and Gubernatorial candidate.*

Our history and legacy began in a city dump where our illustrious founder, Dr. Mary McLeod Bethune, looked up and out over the debris and forged a vision that is now Bethune-Cookman University. The organizations that we are recognizing also have a vision as they continue to foster their mission for our communities.

My contact email is pbacpres@gmail.com and my contact phone number is 561-596-6042.

Thank you for your consideration of this request.

Respectfully,

Sylvia L. Howard-Gibson
Sylvia L. Howard-Gibson, President
Palm Beach County Alumni Chapter
Bethune-Cookman University
National Alumni Association

Two luncheon tickets

- Sylvia Gibson*
President
- Margaret Chukuma*
Vice President
- Nikita Young*
Recording Secretary
- Theresa Hamilton*
Treasurer
- Judy Holiday*
Public Relations
- Stydmon Scott*
Chaplain
- Vernon Jackson*
Parliamentarian
- Alma Horne*
Business Manager

P.O. Box 2591
West Palm Beach, FL 33402

Palm Beach County Alumni Chapter of Bethune Cookman University
Historically Black Colleges and Universities Annual Scholarship Luncheon

SOUVENIR BOOKLET

Advertising Form

Deadline: February 12, 2018

We would like to place an advertisement in the HBCU Annual Luncheon 2018 Souvenir Booklet as indicated below:

Firm/Individual Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Advertising order submitted by: _____

_____	1 PRIME PAGE.....	\$300.00
	(Inside front cover/inside back cover/outside back cover) PLEASE NOTE: Prime page space reservations will be confirmed upon receipt of payment.	
_____	1 FULL PAGE.....	\$100.00
_____	HALF PAGE.....	\$65.00
_____	QUARTER PAGE.....	\$40.00
_____	LUNCHEON TICKET.....	\$65.00
_____	TABLE OF 10.....	\$650.00

Please email your camera ready ad in a jpeg, png or pdf format to PBACPRES@GMAIL.COM

Payment method _____ Cash _____ Check/Money Order

Make checks payable to PBAC Bethune Cookman University P.O. Box 2591 West Palm Beach, FL 33402

Your donation is truly appreciated.

Sincerely,

HBCU Luncheon Committee

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

**CONSENT AGENDA
ITEM F-10**

PREPARED BY: Ken Hern Senior Director, Operations, Security & Facilities February 1, 2018

SUBJECT: **Rejection of RFPs & Authorization to Re-Advertise**

- **Landscape Services**
 - **Uniform Services**
 - **Rail Track Repairs**
-

BACKGROUND:

With prior Commission approval, Port Staff advertised and published, in the month of December, Request for Proposals (RFPs) for landscaping services, uniform services and rail track repairs.

RFPs were received on January 3, 2018 with less than desired participation. Only one RFP was received for landscape services and one RFP for rail track repairs. No RFPs were received for uniform services.

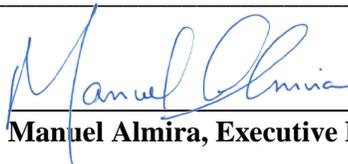
Port Staff seeks to re-advertise these services in hopes of greater participation in this competitive process.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: These projects are funded by the FY18 Renewal and Replacement budget.

RECOMMENDATION: Port staff respectfully requests Commissioners to reject all submissions and authorize port staff to re-advertise for these services to seek greater participation in this RFP 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: _____

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

**CONSENT AGENDA
ITEM F-11**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities February 1, 2018

SUBJECT: Fence Screen Replacement

- **Authorization to advertise for bids**

BACKGROUND:

Port Staff is seeking approval to advertise a Request for Bids for port-wide fence screen replacement. Current screens surrounding the perimeter of the Port facility were heavily damaged during Hurricane Irma and are beyond repair. These screens are used as a security measure for the Port facility and as a beautification method for our surrounding neighborhoods.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FINANCIAL IMPACT: This project will be funded out of the FY18 Facilities Budget and is currently being processed as a FEMA claim.

RECOMMENDATION: Port Staff respectfully requests Commissioners to approve the advertisement of this Request for Bids.

Respectfully Submitted By:


Manuel Almira, Executive Director

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

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

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

**CONSENT AGENDA
ITEM F-12**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities February 1, 2018

SUBJECT: Pest Control & Termite Services

- **Authorization to advertise for bids**

BACKGROUND:

Port Staff is seeking approval to advertise a Request for Bids for Pest Control and Termite Services for the following locations:

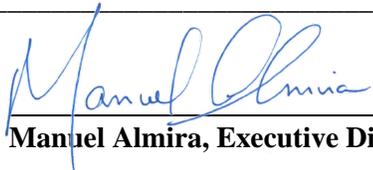
Location	Description
MOC	Subterranean Termite
MOC	Dry-wood Termite
South Gate	Subterranean Termite
Chiller Plant	Subterranean Termite
POC	Subterranean Termite
CT	Subterranean Termite
Bldg 12 (Old EFF)	Dry-wood Termite

ADDITIONAL INFORMATION ATTACHED: No Yes

FINANCIAL IMPACT: This project will be funded out of the FY18 Facilities Budget

RECOMMENDATION: Port Staff respectfully requests Commissioners to approve advertisement of this Request for Bids.

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: _____

Nozzle Nolen Summary

Termite

Account #	Location	Description	Original Contract Date	Exp. Date	Cost/Yr	Initial Treatment
1054798	MOC	Subterranean Termite	4/7/2009	Apr-18	\$ 305.00	\$1,925.00
1054993	MOC	Dry-wood Termite	5/7/2009	Apr-18	\$ 175.00	\$800.00
1058834	South Gate	Subterranean Termite	1/20/2008	May-18	\$ *1,012.00	\$4,275.00
1059628	Chiller Plant	Subterranean Termite	11/16/2012	Nov-18	\$ 160.00	\$880.00
1060332	POC	Subterranean Termite	5/28/2013	May-18	\$ 395.00	\$2,610.00
1063181	CT	Subterranean Termite	4/20/2015	Mar-18	\$ 725.00	\$5,518.00
6061626	Bld 12 (Old EFF)	Dry-wood Termite	8/6/2015	Jul-18	\$ 225.00	\$1,170.00

* Inps. 2 X / yr

Pest Control

Account #	Location	Description	Original Contract Date	Exp. Date	Cost/Mo
1000523-350	MOB	Pest Control	5/2/2007	Mar-18	\$433.00
1007124-350	POC	Pest Control	5/2/2007	Mar-18	\$433.00
1005658-350	MOC	Pest Control	5/2/2007	Mar-18	\$433.00
1057296-360	S GATE	Pest Control	5/2/2007	Mar-18	\$433.00

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

**CONSENT AGENDA
ITEM F-13**

PREPARED BY: Venice Howard Deputy Clerk February 12, 2018

SUBJECT: AUDIT COMMITTEE FOR FISCAL YEAR 2017
Approval of audit committee nominees

BACKGROUND INFORMATION: In accordance with the Port of Palm Beach District Charter Article XV, the Board of Commissioners of the Port of Palm Beach District shall name a committee of three (3) representatives for the purpose of auditing the books. Each Commissioner was asked to provide the Finance Department with a nominee for consideration. The following representatives have been nominated to the Audit Committee for Fiscal Year 2017:

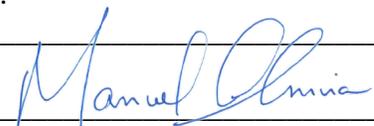
<u>Board of Commissioners</u>	<u>Committee Nominee</u>	<u>Alternate Nominee</u>
Blair J. Ciklin, Commissioner	Dave Talley	
Jean L. Enright, Chair	Yvette Hardy	Charmaine Dixon
Commissioner Katherine M. Waldron, Secretary and Treasurer	Jim Gibbs	Scott Holtz

It is past Port practice to appoint alternate nominees to serve on the Audit Committee in the event a committee nominee is unable to participate.

ADDITIONAL INFORMATION ATTACHED: No X Yes

FISCAL IMPACT: There will be a \$100 stipend per participating audit committee representative.

RECOMMENDATION: The Board of Commissioners is respectfully requested to approve the nominees for the Fiscal Year 2017 Audit Committee.

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**

**DISTRICT REPORTS
ITEM G-1**

PREPARED BY: Manuel Almira Executive Director February 9, 2018

SUBJECT: **Executive Director's Report**

BACKGROUND: An outline of the topics to be reported on at the February 21, 2018 Regular Board Meeting is attached for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____

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
February 21, 2018**

Around the Port

- The Tenant Coffee was held on February 6. Discussion included:
 - A. Need for additional CBP Inspectors.
 - CBP personnel working with staff to create a strategy to accomplish this.
 - B. Need for enhanced fumigation at the Port of Palm Beach.
 - USDA provided a summary of how it's being conducted at other South Florida Seaports.
- The Florida Ports Council Spring Board Meeting and Florida Seaport Transportation and Economic Development (FSTED) met in Tallahassee, FL on January 31. Our Carl Baker represented the Port of Palm Beach at this meeting.
- The Port announced our new campaign for green, eco-friendly initiatives, called Green First! We will be rolling out our plans for new environmentally-conscious programs and also implementing new ones! Remember to: Reduce, Reuse, Recycle and Rethink.
- On Thursday, February 22 at 9:30 am, Port Staff and Commissioners will be attending a mandatory training on the prevention of harassment and discrimination in the workplace, to be held in the Board Room.
- The Haiti Cholera Research Funding Foundation will be holding a press conference in our Board Room on Friday, February 23 from 11:00 am to 2 :00 pm. Commissioner Waldron will be conducting an open discussion on dealing with disasters in Haiti. Commissioners Ciklin, Enright and Waldron made monetary donations to the foundation.
- **Events**
 - 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 | February 15, 2018**

Berth 17 and Paving Project

Construction activity have progressing slowly since the January board meeting. The Contractor completed the scheduled activities related to the construction of the bulkhead including the connection to existing structures on the north and south side. The installation of rebar, steel forms and casting of the walls that comprises the south bulkhead berth connection to the existing FPL bulkhead structure is completed, as well as the connection to the existing structure on the north side, Slip 3. The repairs of the north bulkhead concrete structure are still in process, with the water side pending to be completed.

The piles for the west and middle dolphin's structures testing reports were 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. AECOM is working on the modification of the dolphin structure, with the addition of two steel piles to the four already installed.

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 approve 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 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 February 12, 2018, with a substantial completion date of March 11, 2018. The provided substantial completion date, does not considers de 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 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 the deliver the Berth in order to accommodate a vessel as per update schedule submitted on December 27:

- Upland Work – March 3, 2018.
- Bulkhead Structure – March 3, 2018.
- Dolphin Structures – March 11, 2018.

The proposed substantial completion date of March 3 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 is finally accomplish. 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 can 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 November pay application draft, LMH invoices indicate that approximately 88% (\$9,047,571.61 to date / \$1,250,734.48 balance of approved modified Contract amount) of the work is complete to date. The contractor has not submitted the final October and November pay application yet.

MOB Demolition and Cargo Area Improvement Project

CH2MHILL completed the process of the preparation of the second package delivery with the 65% completed design set, which has been reviewed and commented by the POPB. CH2m continues to work on the 100% completed package by the beginning of February 2018, which will be delivery. FPL, AT&T and Fibernet are still pending to provide final design information regarding concrete vault locations and conduit sizes. This information is necessary for the completion of the 100% design package.

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.

On Friday January 19, 2018, Port's staff submitted the Permit Letter and Application Form to the City Building Division Office. The City provided an invoice for permit related fees on the valuation of work being performed, to be paid by the Port in order to issue a Building Permit. The invoice for permit related fees is in the amount of \$18,137.42.

Contract Amount: \$975,154.96

Contract Executed: December 15, 2017.

Notice to Proceed: January 2, 2018.

Construction Time: 220 days

Project Completion Date: August 2018.

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

**DISTRICT REPORTS
ITEM G-3**

PREPARED BY: Venice Howard Deputy Clerk February 12, 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

February 15, 2018

This week, the House and Senate passed their respective Budget bills. In the House, few amendments were offered and none were adopted. In the Senate, approximately 60 amendments were filed. While many were withdrawn, most were adopted.

The Session has officially reached its half-way point. Next week will be the start of "bill maneuvering", where bills not moving are offered as amendments; horse trading of issues takes place; and the Governor's office begins to make its presence known by signaling which bills will be looked upon favorably and which bills will need to be changed to meet the Governor's approval.

Also, despite the House and Senate passing budgets within \$100 million dollars of each other, they are still far apart on internal categories, such as education spending, healthcare and affordable housing. Once the Speaker and the Senate President agree upon the overall spending allocations for these various issue silos, announcement of Conference Committee members and conference meeting schedules can begin to be announced.

In the meantime, the following bills are still moving.

Bills That Are Moving

HB 79 and 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.

SB 192 passed the Senate with 37 yeas and 0 nays and is currently in Messages to the House. Companion bill, HB 79, is now in the Government Accountability Committee which is the last committee of reference before heading to the Floor.

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 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 815 passed out of its second committee stop this week and is now waiting to be heard by the Government Accountability Committee. The Senate companion, SB 1180 is set to be heard by its first committee, Ethics and Elections, on Tuesday, February 13.

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 in the Senate. There is no Senate companion.

BUDGET

The House and Senate budgets which each passed their respective chambers this past week, contain identical amounts of transportation funding relating to Ports.

The amounts fully fund FSTED, debt service, and all special project money allocated to the Governor's discretion.

Consequently, it is unlikely any of these items will even be discussed during the upcoming budget conference.

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

**DISTRICT REPORTS
ITEM G-4 (Add-on)**

PREPARED BY: Venice Howard Deputy Clerk February 20, 2018

SUBJECT: **Commission Report – Inland Port**

BACKGROUND: Commissioner Waldron will provide an oral report on the Inland Port development efforts.

ADDITIONAL INFORMATION ATTACHED: No X Yes

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
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM H-1**

PREPARED BY: Manuel Almira Executive Director February 14, 2018

SUBJECT: Peanut Island Update

BACKGROUND: According to Eric Call, Director of Parks and Recreation for Palm Beach County, the cost of the Structural Study at Peanut Island, which was awarded to Weitz Company, will be finalized by March 10, 2018. The total cost of the study is \$9,500; the Port of Palm Beach's portion is \$4,750. The Port of Palm Beach Board approved our portion to be up to \$20,000 for the study. We will be invoiced by the company performing the study.

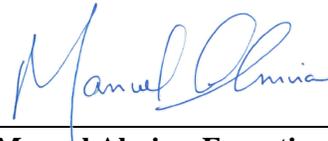
Port Staff plans to have a second public meeting regarding the use of Peanut Island. The goal of the meeting is to provide an update to all participants and to determine if there may be other concerned parties from the private sector who may have an interest in developing the structural facility at Peanut Island, particularly the pier which must be rebuilt before it can be utilized.

ADDITIONAL INFORMATION ATTACHED: No 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: _____

**RECOMMENDATIONS TO
COMMUNITY GRANTS and BUSINESS DEVELOPMENT POLICIES**

Community Grants:

Currently \$500 annual maximum in total for tickets, donations, tables, ads and sponsorships

TICKETS

Tickets Available Per Commissioner: Currently 2

Currently the cost of tickets goes against \$500 annual maximum

Recommendation: \$250 per ticket maximum cost

Recommendation after 2 tickets: Commissioner can purchase additional tickets at their own cost

Recommendation: cost of 2 tickets will not go against \$500 annual maximum donation

DONATIONS

Currently \$500 goes against annual maximum and will remain.

Currently (1) request per organization, per fiscal year and will remain.

TABLES/ADS/SPONSORSHIPS

Currently these items go against the \$500 annual maximum.

Recommendation: \$500 maximum annually per organization for Tables/Ads/Sponsorships, to be paid out of Business Development – Community Outreach.

[Event or request must promote the Port, Port tenant(s), cargo, cruise and/or foster community outreach by promoting the Port working within the community. Table sponsorships must include participation by port tenants or potential port tenants.]

Business Development:

TICKETS

Tickets Available Per Commissioner: Currently 2

Recommendation after 2 tickets: Commissioner can purchase additional tickets at their own cost

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

**OLD BUSINESS
ITEM H-3**

PREPARED BY: José Soler, PE Port Engineer February 14, 2018

SUBJECT: Berth 17 and Paving Project
 Consideration of AECOM Work Order Amendment #4

BACKGROUND:

The project's original substantial construction completion date is July 2017. On 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, and 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 \$75,290.00 as Amendment #4 with the additional funds requested to provide services until February 16, 2018.

On February 1, 2018, Staff met with representatives of AECOM, including Diana Beauchamp Lopez and Carlos Garcia to discuss the invoice in the amount of \$75,290.00, in addition to what was already submitted.

AECOM mentioned that their work on Berth 17 consists of a full-time Inspector and full-time construction management support, which has resulted in this amount of \$75,290.00 to provide service until February 16, 2018.

In a letter dated February 6, 2018 from Diana Beauchamp Lopez, she stated the significant additional costs incurred by District due to LMH's delays should not be borne by the District or AECOM, but by the contractor. She stated that AECOM cannot absorb additional effort without approved funding and in the event the Board does not approve the requested amount of \$75,290.00, then AECOM requested that the District reconsider the approval of AECOM's services on a time and material basis through the contractor's project completion date. If the District wishes to reduce the level of construction oversight, technical support, and management, she will immediately prepare a reduced budget commensurate with the scope being considered.

Addendum to AECOM letter dated January 10, 2018 – 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.

The Revised Total Amount for the Construction Engineering Services for the project is \$75,290.00.

An oral presentation by AECOM representative will provided during the February 21, 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 \$75,290.00.

RECOMMENDATION: The Board is respectfully requested to approve the Amendment 4 to Work Order 2015-001 with AECOM in the increased amount of \$75,290.00.

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: _____



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.

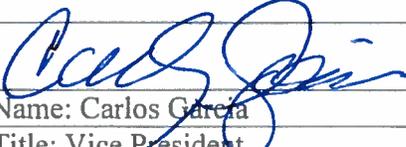
Compensation Budget for CONSULTANT is not to exceed \$75,290.

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



AECOM
2090 Palm Beach Lakes Boulevard
West Palm Beach
FL, 33409
USA
aecom.com

Date
February 6, 2018

Mr. Manuel Almira
Executive Director
Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, FL 33404

Subject: AECOM Proposed Amendment 4 to Work Order 2015-001
Berth 17 and Paving Project – Bidding and Construction Engineering Services

Dear Mr. Almira:

Thank you for the opportunity to meet with you on Thursday, February 1, 2018, following the January 18, 2018 Port of Palm Beach District ("District") Board Meeting where the above-referenced amendment was considered, but not approved. First and foremost, AECOM emphatically reiterates that construction delays caused by the District's contractor for the Berth 17 project, LHM Heavy Civil Construction ("LMH"), are strictly the responsibility of LMH, not the District nor AECOM. The contractor is fully responsible for the creation and maintenance of the construction schedule and is solely responsible for the means, methods, techniques, sequences and procedures for construction. AECOM has been a loyal and committed partner to the District, and has performed its contractual obligations since our contract's inception. AECOM's role providing resident engineering and construction inspection services is directly tied to the contractor's completion date, which AECOM does not control.

The District approved LMH contractual milestone dates are as follows: Substantial Completion date of July 15, 2017 and Final Completion date of August 14, 2017. On June 15, 2017, the District approved AECOM Amendment 2. This Amendment was required as a result of LMH delaying its estimated completion date to December 5, 2017. Accordingly, the approved AECOM's Work Order extension and budget in Amendment 2 also expired on December 5, 2017. In that budget, AECOM extended full time on-site inspection services through August 31, 2017 to coincide with LMH's schedule of major construction activities, and estimated that the on-site presence would be reduced to 16 hours per week beyond that date through the LMH estimated substantial completion date of November 3, 2017.

On August 11, 2017, AECOM informed the District via letter that effective September 4, 2017 AECOM would be replacing the construction inspector with a full time project administrator providing not only inspection services, but also on-site construction management services. This increased level of oversight and field experience was discussed and agreed upon with the Port Engineer based on the contractor's continuous schedule slippage and lack of a recovery schedule. In partnership with the District, AECOM committed to the Port Engineer that it would cover the additional costs of field oversight (24 additional hours per week at a cost of approximately \$3,200 per week for an estimated 9 weeks) through the LMH estimated substantial completion date of November 3, 2017. However, we discussed with the Port Engineer that in the event that the contractor did not finish by their estimated completion date of December 5th, AECOM would seek funding to extend its current services beyond the agreed upon date.

Additionally, in order to conduct a thorough review of the LMH Time Impact Analysis, AECOM engaged the services of technical specialists, senior construction and dispute resolution managers at no additional cost to the District. It is not AECOM's intent to recover any of these costs. AECOM is carrying out its commitment to support the District in its effort to push the contractor to complete its contractual obligations and turn the berth back to the District as quickly as possible. LMH started falling behind schedule early in the project. The negative variances were documented as early as their first schedule update two months after receiving Notice to Proceed. On August 8, 2017, AECOM submitted to the District its findings and recommendations in response to the LMH Time Impact Analysis where LMH claimed 127 calendar days of excusable delay, including 113 calendar days of compensable delay. The AECOM analysis demonstrated that LMH's claim of time impacts and effort to divert their responsibility on other parties including AECOM and the District were inaccurate and unsubstantiated. AECOM's analysis concluded that LMH was only entitled to three (3) additional excusable and compensable calendar days.

On September 25, 2017, LMH notified the District that the District's indication that LMH needed to complete the in-water work by November 15, 2017 (commencement of manatee season) as established by the Florida Department of Environmental Protection ("FDEP") permit was considered by LMH to be a directive for acceleration and LMH would be seeking compensation. LMH's position was incorrect as this was an LMH permit obligation and not a District directive for acceleration. LMH was aware of this permit requirement prior to bidding this project and preparing its construction schedule. In fact, LMH did not complete its in-water work by the permit date, and only through collaboration from AECOM in contacting FDEP on its behalf, was LMH granted not one, but two permit extensions to complete the in-water work. This is just one example of poor planning by LMH resulting in LMH's construction being pushed into the manatee season in violation of its permit conditions. Additionally, LMH indicated in a project meeting that the dolphin piles were ready to be shipped on June 5, 2017, the piles were not actually delivered until September 26, 2017 and the pile driving activity did not commence until October 31, 2017. LMH's actions placed this activity on the critical path, just 15 calendar days prior to the commencement of manatee season, and much later than the contract Final Completion Date of August 14, 2017. AECOM is not responsible for the delay in shipping the piles or the delay by LMH to drive the piles, which could have been performed months before the start of the manatee season.

A statement was made during our meeting regarding "re-design" that had to be done by AECOM for the installation of the dolphin piles, an activity that now appears to be on the contractor's critical path. It was clarified during our meeting that the decision to substitute the type of piles from pre-stressed concrete, as originally specified in the AECOM plans and specifications, to steel piles was made solely by LMH as a value engineering method. While the District agreed with the concept, it did not want a third party engineering firm representing LMH to get involved, so the District directed AECOM to re-design the plans to accommodate LMH's construction means and methods. In order to expedite the LMH requested substitution and collaborate with the District on this request, AECOM agreed to perform the design and Amendment 1 to the AECOM Work Order was approved by the District on April 20, 2017. AECOM then performed the design for the pile substitution. However, it is important to state that this substitution was not required to complete the project and was certainly not a result of an incorrect design, and the original design could have been constructed as designed by AECOM.

Additionally, AECOM's completion of a substitution design did not provide relief to LMH of their responsibilities to achieve pile capacity under its contract. The acceptance criteria of the piles per the contract was to achieve the pile capacity, not drive the piles to a pre-defined "minimum" depth as alleged by LMH. As such, when LMH did not achieve the established pile capacities, it was solely its responsibility to determine the course of remediation, not AECOM's or the District's. In a collaborative meeting between LMH, the District and AECOM, several alternatives were discussed including driving the piles deeper as required by its contract and supplementing the design by adding piles to achieve capacity. LMH opted to add piles, and for the same reasons stated in the pile substitution explained above, AECOM received direction from the District to complete the alternative design. To expedite completion of the project, AECOM again agreed to complete this alternative design. In order for AECOM to accurately perform the requested analysis, it required that LMH submit the as-built drawings, which also is a requirement of the LMH contract. LMH did not make the official submission until Monday, January 29, 2017. AECOM provided a sketch depicting the addition of piles within five (5) business days of receipt of the requested information.

Based on its contract with LMH, the District is entitled at its discretion to withhold Liquidated Damages following the missed, approved Substantial Completion date of July 15, 2017 and Final Completion Date of August 14, 2017. The contract defines liquidated damages as an estimate of delay damages likely to be sustained by the District. As has been expressed previously, every schedule update that LMH submits is different from the previous one. Our project representative is on site at all times, and his daily field reports continue to demonstrate that the contractor is not following its own two-week look ahead schedule. Just yesterday, LMH updated its project schedule extending its estimated completion date to March 23, 2018. This date is a full 221 calendar days later than the District approved Final Completion Date of August 14, 2017.

AECOM values its partnership with the District and is working diligently in collaboration with the District to protect its interests and see this project to completion. However, the significant additional costs incurred by District due to LMH's delays should not be borne by the District or AECOM, but by the contractor. Understandably, AECOM cannot absorb additional effort without approved funding and it is very respectfully requesting that the District reconsider the approval of AECOM's services on a time and material basis through the contractor's project completion date. If the District wishes to reduce the level of construction oversight, technical support, and management, we will immediately prepare a reduced budget commensurate with the scope being considered.

Sincerely,



Diana Beauchamp López, P.E.
Vice President

cc: Jose Sóler (Port Engineer)
Carlos García (AECOM)



MEMORANDUM

TO: Commissioners

FROM: Manuel Almira 

DATE: February 16, 2018

RE: CCNA Evaluation Process (Consultants Competitive Negotiations Act)

It is the understanding of Staff that the intention of the Board was to have multiple approved CCNA Engineering firms from which to assign projects.

The CCNA Evaluation Process that took place in January 2018 and was separated, by State Statute, into three categories:

- 1) Studies not to exceed \$200,000
- 2) Projects not to exceed \$2m
- 3) Work of a Specified Nature

This is explained in detail in the memo, attached, sent by Greg Picken dated 1/31/18 referencing the CCNA Process.

Please be reminded that CH2MHill, our current in-house Engineering Consultant, did not participate in the process as they are currently under contract with the Port as our authorized CCNA Engineering Consultant as follows:

- 1) Studies not to exceed \$50,000
- 2) Projects not to exceed \$1m
- 3) Work of a Specified Nature – as listed in the 2008 RFQ

These category limits represent the State Statute that was in effect when CH2MHill's contract was awarded in 2008.

During the selection process for the CCNA, the Port Qualification Review Committee, comprised of Jose Soler, Carl Baker and Ken Hern, provided the Board with a list of individual qualifying companies for the Board's consideration.

This Committee reviewed and evaluated the firms, but did not short-list or provide selections to the Board. At the January 2018 Board Meeting, Staff was directed to attempt to negotiate an agreement with firms in the following order:

Work of a Specified Nature

The selection to negotiate by the Board members had the following results:

- 1) Kimley-Horn & Associates
- 2) Bermello, Ajamil and Partners
- 3) E.C. Fennell, PA

We are negotiating with Kimley-Horn & Associates, however, subsequent to the selection process, the Board was informed by our Attorney that under current interpretation of the Statue Statutes, by Attorney General of Florida, all projects exceeding \$2m requires a separate RFQ. This is irrespective of any agreements the Port may have with any engineering firms. Again, this would also preempt the Board from awarding Projects of a Specified Nature exceeding \$2m to any firm without a competitive RFQ, regardless of their current agreement with the Port. It is important to note that Kimley-Horn & Associates is eligible for projects under \$2m and is of a Specified Nature in the 2017 RFQ.

Studies not to exceed \$200,000 (Two hundred thousand dollars)

The selection to negotiate by the Board had the following results:

- 1) E.C. Fennell, PA
- 2) Kimley-Horn & Associates
- 3) Bermello, Ajamil and Partners

Projects not to exceed \$2m (Two million dollars)

The selection to negotiate by the Board had the following results:

- 1) E. C. Fennell, PA
- 2) Bermello, Ajamil and Partners
- 3) Kimley-Horn & Associates

Hence, Staff is negotiating with both E.C. Fennell for the Studies Not to Exceed \$200,000 and Projects Not to Exceed \$2m, and Kimley-Horn & Associates for Work of a Specified Nature and under \$2m.

Additionally, please be reminded that under any circumstance the Board has the right to request an RFQ for any and all projects.

Attached for your information is a copy of the Commissioner's ranking by the three categories:

- 1) Studies not to exceed \$200,000 (Two hundred thousand dollars)
- 2) Projects not to exceed \$2m (Two million dollars)
- 3) Work of a Specified Nature

Assuming the Port is successful in reaching an agreement with E.C. Fennell, PA on the two categories where they qualified first, there still will remain an issue of the disparity in amounts/limitations that will be part of their agreements under current State Statutes and the amounts/limitations in our existing agreements with CH2MHill that were established under past State Statute limitations. I have attached a matrix to highlight this issue.

Notwithstanding, the foregoing counsel feels comfortable that the Board can award work orders to Kimley-Horn where, 1) the cost of construction does not exceed \$2m and, 2) the project was listed in the 2017 RFQ for Work of a Specified Nature.

Attachments - 3

Memorandum

TO: Commissioners, Port of Palm Beach District;
Manuel Almira, Executive Director

FROM: Gary, Dytrych & Ryan, P.A., Gary, Dytrych & Ryan, P.A.

DATED: January 31, 2018

RE: CCNA, AGO 2013-28

The Port having ranked contractors for three separate types of Continuing Contracts, it is appropriate to consider what work can or may be awarded under each of these Continuing Contracts, and how other work, requiring engineering services will be awarded going forward.

Based on an Attorney General's Opinion AGO 2013-28 (attached), other public entities¹ have and are modifying the way in which engineering work is awarded, even when Continuing Contracts are in place.

Section 1 CURRENT PORT PRACTICE

Historically, the Port has either "gone out" for engineers for an individual project (as in the case of Slip 3/Berth 17), or used issued a Work Order to the engineer who has the type of Continuing Contract referred to as a "Work of a Specified Nature".

Section 2 AGO OPINION 2013-28

Under the guidance of AGO 2013-28, ALL engineering projects where the construction cost of the project exceeds \$2,000,000, MUST go out under a separate CCNA RFQ, even when there is a Continuing Contract in place for Work of a Specified Nature.— yes, EVERY contract. A detailed discussion of AGO 2013-28 at Section 4, below.

Section 3 HOW THIS EFFECTS THE PORT

If the Port follows AGO 2013-28, the Port would need to add two-to-three months to the timeline for any new projects with a construction cost that exceeds \$2,000,000.

The Port currently has three Continuing Contracts with CH2MHILL, awarded in 2008, for engineering services for (1) projects where the construction cost is not over \$1,000,000², (2) studies, where the study cost is not over \$50,000³, and (3) Work of a Specified Nature. These contracts are written as non-exclusive and will continue unless terminated by either party.

¹ For example, Port Canaveral and Palm Beach County.

² Per the CCNA limit in effect in 2008.

³ Per the CCNA limit in effect in 2008

Assuming that the Port is able to negotiate Continuing Contracts with E.C. Fennel, the number 1 ranked engineering firm, for projects where the construction cost does not exceed \$2,000,000 and for studies that do not exceed \$200,000, and with Kimley-Horn for Work of a Specified Nature, the Port will have three CCNA Contractors, each with different contracts with different limits. Further, the description of the Work of a Specified Nature under the CH2MHILL contract than it is under the Kimley-Horn contract, because the scope of projects in focus in 2008 (when the CH2MHILL contract was executed) is different from the projects which were in focus in the 2017 CCNA RFQ.

Here are examples of how work orders could be awarded going forward:

Construction Projects:

1. If the construction cost of the project does not exceed \$2,000,000, the Port could issue the Work Order to E.C. Fennel; or
2. If the construction cost of the project does not exceed \$1,000,000⁴, the Port could issue a Work Order to CH2MHILL, or E.C. Fennel; or
3. The Port could elect to go out under a separate CCNA RFQ for the project, even though the Port has Continuing Contracts with E.C. Fennel and Ch2MHILL⁵.
4. BUT, the Port could not utilize the Continuing Contract for Work of a Specified Nature for the project regardless of construction cost.
5. If the construction cost of the project exceeds \$2,000,000, the Port must (per AGO 2013-28) go out for engineering services under a new project-specific CCNA RFQ for that single project.

Studies

1. Where the study cost does not exceed \$200,000, the Port could issue a Work Order to E.C. Fennel; or
2. Where the study cost does not exceed \$50,000, the Port could issue a Work Order to CH2MHILL or to E.C. Fennel; or
3. The Port could elect to go out under a separate CCNA RFQ for the study, even though the Port has Continuing Contracts with E.C. Fennel and Ch2MHILL.
4. BUT, the Port could not utilize the Continuing Contract for Work of a Specified Nature for the project regardless of construction cost.
5. If the study cost exceeds \$200,000, the Port must go out under new study-specific CCNA RFQ for that single study.

Work of a Specified Nature

Obviously, this begs the question, "What kinds of Work Orders can be issued under the Continuing Contract for Work of a Specified Nature". There is no case law as to what constitutes "Work of a Specified Nature" and no AG opinion offers any guidance or suggestions, but it is clear that the

4 The limit in effect when the CH2MHILL Continuing Contract for Studies was executed.

5 Our continuing contracts are drafted so that they are "non-exclusive".

specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.”

To accept the AG’s opinion, you must, essentially, read the above underlined language completely out of the statute⁶. That it inconsistent with what I would consider ordinary principles of statutory interpretation, and seems more like an attempt to fix, under the guise of interpretation, a legislative error. Ordinarily, I would expect the exercise “interpretation” of a statute to be undertaken in such a manner as to give it all meaning.

b) The AG’s opinion acknowledges that the statute is “ambiguous”

The attorney general’s opinion references the fact that the drafters of the House Staff Analysis believed that the statute was ambiguous, but the legislature passed it in the face of that Analysis. As the legislature had the House Staff Analysis before it at the time that the legislature voted, it could be argued with equal force that the legislature did not believe that the statute was ambiguous, and in fact intended a result different from what the attorney general determined – a result that was consistent with then current practice of many public entities – to handle most engineering work under a continuing contract for “work of a specified nature”.

c) No Case Law

The attorney general’s opinion cites no cases in support of AGO 2013-28, and there are no cases either way on the issue.

d) Legislative Intent

The AG’s opinion relies on the AG’s opinion of legislative intent. While that is a common method of interpreting a statute, here, in order to do this, you must completely ignore a lengthy and specific clause about Work of a Specified Nature.

“Legislative Intent” is a valid argument, but in this case it that argument goes against the actual language of the statute. For example, it could well have been the legislative intent to permit a class of Continuing Contracts that would permit the agency to issue contracts for smaller, under \$2,000,000 Projects, where there was no specific project in mind at the time of the issuance of the RFQ for the Continuing Contract, but still be able to have a Continuing Contract, for Projects

⁶ However, perhaps the answer may be in the definition of a “Project” in Section 287.055(2)(f).

“(f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.”

Item (f)(2), “a grouping of substantially similar construction, rehabilitation or renovation activities”, is precisely the kind of work described in the Port’s RFQ for Work of a Specified Nature. (See Endnotes).

AG is taking the position that, whatever work that might be done under such a Continuing Contract, it cannot be engineering for a project where the **Construction Cost exceeds \$2,000,000**, or for a **study that exceeds \$200,000**.

It should be noted that the Port's CCNA RFQ for Continuing Contract for Work of a Specified Nature **is fairly specific**, and could be defended as a CCNA-RFQ for the projects described therein (these are listed in the endnote to this memo, and see, for example "**MOB Laydown Area Design and Inspection Services and Bulkhead replacement planning and design**"), however, the Port may not want to be put in the position of "defending" a case where the opposition has an AGI supporting its position.

While there is no specific statutory **remedy for violating the CCNA**, a claim of violation could be used to halt a project. **Such a claim could come from many fronts.**

Section 4 DETAILED DISCUSSION OF AGO 2013-28

The CCNA requires that agencies go out for certain types of services, including engineering services, for all projects. However, it permits an agency to have "Continuing Contracts" in certain instances in order to avoid being in a constant state of RFQ-CCNA process. This takes up staff time, results in lobbying of Port Commissioners, and causes engineering firms to respond and prepare presentations. The language of the Statute (and I paraphrase, but the complete language appears in Section 4.1a) below) **permits Continuing Contracts in three circumstances: for (1) projects where the Construction Cost does not exceed \$2,000,000, (2) studies where the Study Cost is does not exceed \$200,000, or (3) for work of a specified nature as outlined in the contract required by the agency**, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. The Port's RFQ for this third type of Continuing Contract includes items 1-22 set forth in the Endnote at the end of this memo.

AGO 2013-28 states, in summary, that there is an ambiguity in the statute, and then proceeds to interpret it, rejecting the manner in which public entities have been interpreting "Work of a Specified Nature". In doing so, I believe that some leaps are made.

4.1 AGO Opinion 2013-28

The Attorney General Opinion takes the position that the third type of Continuing Contract – "Work of a Specified Nature" – is actually the result of mistake by the legislature, and that the agency must go out for engineers for every construction contract expected to be over \$2,000,000. Attorney General Opinions do not have the force of law, but are often well-reasoned and helpful in coming to a conclusion. >

There are several points about this particular AGO that have caused readers to take issue with it:

- a) **The AG's opinion gives no meaning to, and thereby renders meaningless, the underlined phrase:**

The language of the statute relative to Continuing Contracts provides:

"A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a

where the Construction Cost exceeds \$2,000,000, where the Projects were sufficiently in focus to be able to “specify” them in the RFQ for Continuing Contracts for Work of a Specified Nature.

Further, if the legislature sought to simply put a monetary limit on Continuing Contracts, it could simply have said “The CCNA must be used every time the Project involves a construction contract where the cost exceeds \$2,000,000”. But it did not do so.

The AG’s opinion makes no effort to state or explain the purpose of having a Continuing Contract for Work of a Specified Nature. A rule of statutory interpretation is to attempt to give the entire statute meaning. By ignoring this entire class of Continuing Contract, the AGO chooses to ignore this rule.

If this statute is as bad as the AG suggests, the remedy would seem to need to come from the legislature, not shoehorning the remedy into an Attorney General’s Opinion.

e) The Port’s RFQ

The Port’s form of Continuing Contract actually lists the work which is to be covered by the Continuing Contract, for example “Item 16 - MOB Laydown Area design and inspection services”, “Item 17 - Bulkhead replacement planning and design”, etc. and in that sense is specific and is in the nature of a stand-alone CCNA RFQ, whether or not it is would be a Continuing Contract. The items set forth in the RFQ for Work of a Specified Nature is set forth in an Endnote to this Memoⁱ.

Section 5 PORT OPTIONS

All of that said, awarding a Continuing Contract for “Work of a Specified Nature”, as the Port has just done, in and of itself does not constitute any kind of violation. An issue would only arise if the Port issues a work order under it for engineering services if the construction cost of the Project for which the engineering services are sought is anticipated to exceed \$2,000,000 (or a study over \$200,000). At that time the Port can determine at that time whether to go out under a CCNA RFQ for the specific project. However, the trend and policies of other governmental agencies should be well-noted. The number of times that the Port undertakes projects where the construction cost exceeds \$2,000,000 is very limited, and should not, as a practical matter, represent a significant burden.

- ⁱ 1. Port master plan development, amendment, and implementation;
2. Conceptual and long range - planning;
3. Implementation of current and future projects in the current Capital Improvement Program;
4. Railroad expansion/improvements;
5. Site layout, parking, traffic circulation, signage, site lighting, storm water, infrastructure and utility design;
6. Paving projects;
7. Landscape design;
8. Multimodal/inter-modal transportation planning;
9. Security planning and design projects;
10. Fencing design;
11. Feasibility analysis;
12. Cost benefit analysis;
13. Regulatory permit applications and processing with the agencies;

CCNA Selection For Engineering Services - Work Of A Specified Nature

Commissioner Signature

	Bermello, Ajamil & Partners	E.C. Fennel Engineering Consultants	HDR Engineering	Kimley-Horn
Commissioner				
Ciklin	3	4	2	1
Enright	2	1	4	3
Richards	3	2	4	1
McArthur	2	4	3	1
Waldron	1	2	4	3
Score	11	13	17	9

(Low Score Is Selecte)

Give a #1 To The Best Company
Give a #2 to the Second Best Company

Give a #3 To The Third Best Company
Give a #4 To The Fourth Best Company

CCNA Selection For Engineering Services

Study Activity: When the fee for such professional service does not exceed Two Hundred Thousand Dollars

Commissioner Signature

	Bermello, Ajamil & Partners		E.C. Fennel Engineering Consultants		HDR Engineering		Kimley-Horn	
Commissioner	SECOND SCORE					SECOND SCORE		
Ciklin	2	3	4		2	1	1	
Enright	1	2	1		3	2	4	
Richards	2	3	1		4	1	2	
McArthur	2	2	4		3	1	1	
Waldron	1	2	1		3	2	4	
Score	8	12	11		15	7	12	

(Low Score Is Selecte)

**CCNA Selection For Engineering Services -
Professional Services for Projects Under Two Million Dollars**

Commissioner Signature

	Bermello, Ajamil & Partners		E.C. Fennel Engineering Consultants		HDR Engineering	Kimley-Horn
Commissioner	SECOND SCORE		SECOND SCORE			
Ciklin	2	3	1	4	2	1
Enright	2	2	1	1	4	3
Richards	2	2	1	1	4	3
McArthur	1	2	2	4	3	1
Waldron	1	2	2	1	3	4
Score	8	11	7	11	16	12

(Low Score Is Selected)

**Give a #1 To The Best Company
Give a #2 to the Second Best Company**

**Give a #3 To The Third Best Company
Give a #4 To The Fourth Best Company**

PORT OF PALM BEACH DISTRICT

CCNA ENGINEERING FIRMS
STATUS UPON CONTRACT EXECUTIONS

	BOARDS ABILITY TO ASSIGN FIRM		
	<u>EC FENNEL</u>	<u>CH2MHILL*</u>	<u>KIMLEY-HORN *</u>
<i>STUDIES</i>			
STUDIES UP TO \$50,000	YES	YES	
STUDIES BETWEEN \$50,001 AND \$200,000	YES		
STUDIES OVER \$200,000 MUST BE THROUGH RFQ PER AGO POSITION			
<i>PROJECTS OF A SPECIFIED NATURE PER RFQ UNDER \$2,000,000</i>			
PROJECTS SPECIFIED ON 2008 RFQ	YES	YES	
PROJECTS SPECIFIED ON 2017 RFQ	YES		YES
PROJECTS SPECIFIED ON BOTH RFQ'S	YES	YES	
SPECIFIED PROJECTS OVER \$2,000,000 MUST BE THOUGH RFQ PER AGO POSITION			
<i>UNSPECIFIED PROJECTS</i>			
PROJECTS UNDER \$1,000,000	YES	YES	
PROJECTS \$1,000,001 TO \$2,000,000	YES		
PROJECTS OVER \$2,000,000 MUST BE THOUGH RFQ PER AGO POSITION			

* The study and Construction Cost limits were different in 2008 than in 2017. Also the Projects listed in the 2008 RFQ are slightly different than the 2017 RFQ, due to the passage of time.

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

**NEW BUSINESS
ITEM I-2**

PREPARED BY: Ken Hern Senior Director, Operations, Security & Facilities February 1, 2018

SUBJECT: **11th Street Fencing Project**

- Approval of Contract – Tropical Fence, Inc

BACKGROUND:

UPDATE: At August 2017 Board of Commissioners meeting, Commissioners awarded Tropic Fence, Inc. the contract for the 11th Street Fence project. At that time, Port Staff estimated the cost utilizing measurements for fencing only and did not include labor or gates. While unit pricing is still in compliance with the competitively published RFP that was awarded to Tropic Fence, Inc. the total project cost has escalated requiring additional commission approval.

The current ornamental fencing, along 11th street and Ave C, is currently in disrepair, unsightly and in need of replacement. Port Staff has been in discussions with our neighbor, Martin Murphy, to work in a collaborative effort to improve this area with his concurrence and financial participation.

This project is currently planned for the fencing on the north & south side of 11th street and the Port's main entrance on Avenue C into the Port. Replacement fencing will be in compliance with city code, consisting of 6' green, powder coated fencing, with green mesh screening.

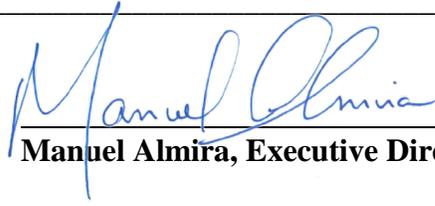
With the approval of the Commission, this project was advertised in the Palm Beach Post and Port's website, in accordance with the Port procurement process. Two (2) bids were received utilizing unit pricing and evaluated by our Port Engineer.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: This project is funded by the FY 17/18 Renewal and Replacement budget in the amount of \$43,320.00.

RECOMMENDATION: Port staff respectfully requests the Board of Commissioners to award this project to Tropic Fence, Inc, and authorize the Executive Director to execute all related documents.

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: _____



Tropic Fence, Inc.

"The only fence company you'll ever need"
 1864 NW 21st Street, Pompano Beach, FL 33069
 Phone 954-978-1250 Fax 954-960-1432
tropicfence@bellsouth.net

REVISED SALES QUOTE

December 20, 2017

PAGE: 1 OF 2

TO: PORT OF PALM BEACH
 KENNETH L. HEARN
 ONE EAST 11TH STREET, STE 600
 RIVIERA BEACH, FL 33404
 561-383-4180 C 561-253-4810
 HERN@PORTOFPALMBEACH.COM

FOR: 11ST FENCE PROJECT
 [PROJECT ADDRESS]
 BID DATE: DECEMBER 20, 2017

CHAIN LINK MATERIAL SPECIFICATIONS							
STYLE		TOTAL HEIGHT			FABRIC HEIGHT		
FABRIC TYPE		GAUGE			MESH		
SELVAGE		B/W TYPE			TOP RAIL		
LINE POST		O.D.	SPACED		O.C.	END POST	O.D.
CORNER POST		O.D.	WALK GATE POST		O.D.	DRIVE GATE POST	O.D.
GATE FRAMES: SGL		O.D.	GATE FRAMES: DBL		O.D.	FRAME COATING	
CONCRETE FOOTINGS							
LINE POSTS	12" X 36"	TERMINAL POSTS	12" X 36"	GATE POSTS	18" X 42"		

MATERIAL LIST			
QUANTITIES FOR PORT OWNED PROPERTY		CRACKER BOY OWNED PROPERTY	
A - FENCING W/SCREENS - (724')		A - FENCING W/SCREENS - (606')	
UNIT \$30.00	TOTAL \$21,720.00	UNIT \$22.34	TOTAL \$13,538.00
B - SWING GATES		B - SWING GATES	
3 X 5'W X 6'H SWING GATES		1 X 4'W X 6'H SWING GATE	
UNIT \$1050.00 EA	TOTAL \$3150.00	UNIT \$850.00	TOTAL \$850.00
2 X 25'W X 6'H DBL SWING GATES		1 X 20'W X 6'H DBL SWING GATE	
UNIT \$2550.00	TOTAL \$5100.00	UNIT \$1500.00	TOTAL \$1500.00
1 X 27'W X 6'H DBL SWING GATE			
UNIT \$2550.00	TOTAL \$2550.00		
1 X 37'W X 6'H DBL SWING GATE			
UNIT \$3600.00	TOTAL \$3600.00		
2 X 40'W X 6'H DBL SWING GATE			
UNIT \$3600.00	TOTAL \$7200.00		
GRAND TOTAL FOR ALL ITEMS \$43,320.00		GRAND TOTAL FOR ALL ITEMS \$15,708.00	

Tropic Fence, Inc. hereby proposes to furnish all labor, trucks, concrete, equipment and insurance necessary to install the above described materials as per ground plan herewith. Quotation is subject to the attached applicable Terms & Conditions located on page 2 of 2. Title to the above property shall remain in the name of Tropic Fence, Inc. until payment in full is received. In the event the money due or any portion has to be collected on demand by an Attorney or by lawsuit, the purchaser agrees to pay all costs of collection including interest at the highest legal rate and a reasonable attorney's fee. This is a retain title contract.

QUOTATION PREPARED BY: STEVE NESPOLI
 TROPIC FENCE, INC (954) 234-1046 CELL
 TITLE: VICE PRESIDENT
 DATE: DECEMBER 20, 2017

ACCEPTED:
 BY: _____
 TITLE: _____
 DATE: _____

THANK YOU FOR YOUR BUSINESS!
 TROPIC FENCE IS A STATE CERTIFIED MINORITY & BROWARD COUNTY CERTIFIED CBE COMPANY

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

**NEW BUSINESS
ITEM I-3**

PREPARED BY: Kenneth Hern Sr. Director, Operations & Security February 1, 2018

SUBJECT: Security Grant Program
Memorandum of Understanding Amendment

- Palm Beach County Sheriff's Office

BACKGROUND:

The U.S. Department of Homeland Security, through the Federal Emergency Management Agency, awarded the Port of Palm Beach \$1,000,000.00 in federal funding from the FY2016 Port Security Grant Program (PSGP). This funding is intended to implement security measures to prevent, deter and respond to acts of aggression or terror. This amendment delineates the responsibilities of the Port and Sheriff for activities identified within the grant guidance.

This amendment increases funding of the current Memorandum of Understanding with the Palm Beach County Sheriff's Office in the amount of \$150,000.00.

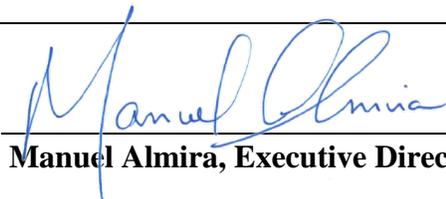
Project General Descriptions: Enhancing Integrated Command and Control Systems capabilities, Enhanced Emergency Response Capabilities and training.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: This project is being funded 75% - 25% by the 2016 Port Security Grant Program, with Palm Beach County Sheriff's Office being responsible for the 25% cost match.

RECOMMENDATIONS: Port Staff respectfully requests Commissioners to approve and authorize the Executive Director to execute this Memorandum of Understanding Amendment for the Palm Beach County Sheriff's Office.

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: _____

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

PALM BEACH COUNTY SHERIFF'S OFFICE AND PORT OF PALM BEACH, FLORIDA

This First Amendment to the Interlocal Agreement is made by and between the Port of Palm Beach of Palm Beach County (hereinafter referred to as "PORT"), and the Palm Beach County Sheriff's Office (hereinafter referred to as "SHERIFF"). PORT and SHERIFF shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties entered into a Interlocal Agreement for the period of March 2, 2016 through August 31, 2017 (the "Agreement"), by which the SHERIFF agreed to perform law enforcement activities under the FY2016 Port Security Grant Program (PSGP); and

WHEREAS, the Parties desire to modify the Agreement to increase the contract amount and extend the period of performance to include additional activities under the 2016 PSGP.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 3 of the Agreement is amended to provide: a) enhanced waterside patrol and surveillance through SONAR, cameras and other maritime equipment.
2. Article 3 of the Agreement is amended to increase the total cash match from \$7,500 to \$57,500.
3. The federal grant amount to be reimbursed under Article 4(A) shall be increased from \$22,500 to \$172,500.
4. The term as set forth in Article 5 of the Agreement shall be extended and shall end on August 31, 2018.
5. In all other respects and unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed the Amendment to the Agreement as of the last date all signatures below are affixed.

PORT OF PALM BEACH, FLORIDA

By: _____ Date: _____
Manuel Almira, Executive Director

DUNS #

SHERIFF OF PALM BEACH COUNTY

By: _____ Date: _____
Ric L. Bradshaw, Sheriff

DUNS #182809921

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

**NEW BUSINESS
ITEM I-4**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities February 1, 2018

SUBJECT: Disposal of Port Vehicles

BACKGROUND:

Port Staff is seeking approval to dispose of five (5) port vehicles: four (4) Ford Rangers and one (1) Ford Escape. These vehicles have surpassed their useful life cycle and safe operating condition, with all having been fully depreciated.

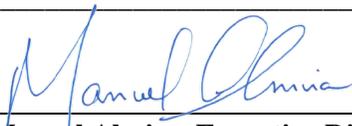
Based on the condition of the vehicles, Port Staff does not recommend a sale to the general public, due to liability and general public safety concerns.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: There is **NO** negative fiscal impact to this disposal.

RECOMMENDATION: Port Staff respectfully requests Commissioners to approve this disposal, and authorize the Executive Director to execute sale to highest offered price of a local junk car purchaser.

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: _____

Southgate Complex

Lease

THIS LEASE is entered into as of the ___ day of _____, 2018, by and between Port of Palm Beach District, a special taxing district of the State of Florida, hereinafter called the "District," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240) and Southeast Hay Distributors, Inc., a Florida corporation, hereinafter called the "Lessee", having an address of PO Box 2879 Palm Beach, FL 33480 and a fax number of 561-214-4824.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said DISTRICT does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises ("Premises"), to be used and occupied by the Lessee only for the uses specifically set forth herein, and for no other purposes or uses whatsoever, upon the following terms:

Section 1 PREMISES:

	Unit Number	Square Footage
Mezzanine Office #	205	1,100
Receiving Office (RO) #	NA	NA
Warehouse Bay #	4	9,540

as depicted on attached Exhibit A, for the property referred to as the SOUTHGATE COMPLEX.

Section 2 COMMENCEMENT DATE: The Commencement Date hereunder shall be As of March 1, 2018.

Section 3 TERMINATION DATE: February 28, 2019.

Section 4 SUMMARY OF CHARGES and AMOUNT DUE AT SIGNING

Charge	Initial Amounts Per Square foot, annually	Per Month	Annual	Amount Due at Signing
Base Rent Mezzanine Office	\$10.00	\$916.67	\$11,000.00	\$916.67
Base Rent Receiving Office	N/A	N/A	N/A	N/A
Base Rent Warehouse	\$6.50	\$5,167.50	\$62,010.00	\$5,167.50
CAM (Section 11)	W/h \$0.88 Office \$1.67	W/h \$699.60 Office \$153.08	W/h \$8,395.20 Office \$1,837.00	W/h \$699.60 Office \$153.08
Casualty Insurance (Section 15)	\$0.75195	\$597.80	\$7,173.57	\$597.80
Payment Related to Property Taxes (Section 17),	W/h \$1.42 Office \$2.75	W/h \$1,125.00 Office \$252.08	W/h \$13,500.00 Office \$3,025.00	W/h \$1,125.00 Office \$252.08
	Subtotal	\$8,911.73	\$106,940.77	\$8,911.73
Sales Tax (Section 5)	6.8%	\$606.00	\$7,271.97	\$606.00
Security Deposit				
Total		\$9,517.73	\$114,212.74	\$9,517.73

Section 5 PAYMENT: Rent and other charges shall be payable in equal monthly installments, in advance, on the first day of each month beginning with the Commencement Date, at the offices of DISTRICT. As used in this Lease, the terms "Rent" and "Rental" shall mean and include, the Base Rent and all other amounts of every kind and nature to be paid by Lessee under this Lease. Lessee shall pay all sales, use and like taxes thereon imposed on Rent by any authority having jurisdiction.

All other charges not specifically provided for under this Lease, shall be chargeable and paid by Lessee in accordance with the then current Tariff of the Port of Palm Beach District. DISTRICT makes no representation regarding future Tariff rates or other charges unless specifically set forth herein, and Lessee acknowledges that the Tariff rates can change at any time, and that the same shall not be a basis for avoiding this Lease. Lessee further acknowledges that other Port tenants and non-Port tenants may have rates set at other than Tariff, and may pay varying rental amounts, and that the same shall not be a basis for avoiding this Lease.

Section 6 RENTAL ADJUSTMENT: On the first and all subsequent anniversaries of this Lease, the Base Rent hereunder for that year shall be adjusted in the amount of any change in the Index from the last day of the third calendar month preceding the year just ending to the last day of the third calendar month preceding the year just commencing; provided, however, that Base Rent shall never be less than the Base Rent applicable to the year just ending, with a minimum upward adjustment of 3% and a maximum upward adjustment of 5%. The Index shall mean the index now known as "United States Bureau of Labor Statistics, Consumer Price Index for Urban Consumers (South 1982-84 = 100)". If the publication of the Index specified herein is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical reasonably selected by DISTRICT shall be substituted. If the Index figures are not known at the time that any adjustment based thereon is due, those figures shall be reasonably estimated by DISTRICT based on the most recently published monthly Index figures. If DISTRICT is entitled to an increase in any amount due or to become due hereunder, DISTRICT shall send a written notice to LESSEE, together with the applicable Index figures, setting forth the computations for the increase. Failure to send any such notice of increase timely shall not constitute a waiver, or form the basis for a claim or defense of estoppel, as to any amounts due from the date that any such increase would have been otherwise applicable.

Section 7 RENEWALS: Lessee shall have three option(s) to extend the term of this Lease for one (1) year each. Exercise of such option must be in writing given to the DISTRICT at least ninety (90) days prior to the end of the then current term if the Lease is for one year or more, and not less than thirty (30) days if the lease is monthly. Further provided, however, that the right to exercise such option to renew is contingent upon Lessee being current on all provisions of this Lease.

Section 8 USE: LESSEE shall use the Premises only for the following purposes: general warehousing and storage for the animal feed industry for consolidation and shipment, foreign and domestic. Under no circumstances shall any person reside on the Premises. The term "reside" shall mean remaining on the Premises continuously for more than forty eight hours without a continuous absence of at least ten hours in such 48 hours. Lessee agrees to be bound the policies, procedures, rules and regulations ("Regulations") from time to time adopted for the Premises. Without limitation, these Regulations may include limitations and or restrictions on signage, odor, fumes, environmental hazards, noise, weight, types of cargo permitted within the Warehouse, vehicles inside the Warehouse, security, animals, and parking of vehicles and equipment in the parking areas surrounding the building of which the Premises are a part.

Lessee shall strictly control rodents and insects that may become attracted to the warehoused materials. If Lessee is unable to do so, DISTRICT shall have the right to terminate this lease.

Section 9 IMPROVEMENTS: The Premises are being leased AS-IS. Lessee has made all such inspections of the Premises as it deems appropriate.

Section 10 UTILITIES: All utilities separately metered or separately allocated (by DISTRICT) and billed to Lessee shall be paid by Lessee.

Section 11 COMMON AREA EXPENSES: As used herein, the term Pro Rata Share shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is **46,557**. CAM shall be adjusted as of January 1 of each year of this Lease.

In addition to other amounts to be paid by Lessee hereunder, Lessee shall pay, on a monthly basis together with Base Rent, its Pro Rata Share of the expenses ("Common Area Expenses") set forth in this Section. Where actual figures are not yet available, DISTRICT shall make an estimate thereof. Where any of the following amounts are so estimated, the same shall be adjusted between the parties when the actual figures are known:

a) JANITORIAL: Cleaning of the building (not including Mezzanine Offices, Receiving Offices and Warehouse Bays), truck docks, and the surrounding parking areas, including the public parking areas to the east of the building.

b) SOLID WASTE AUTHORITY CHARGES. Solid waste authority charges allocable to office space leased (if any). (All other solid waste charges shall be paid directly by Lessee, and if not paid directly by Lessee, shall, upon receipt of billing to District, shall be reimbursed by Lessee upon pass-through billing to Lessee.

c) UTILITIES: To the extent furnished to the building and surrounding parking areas, and not separately billed or allocated to other tenants.

d) LANDSCAPING: For maintenance and replacement of landscaping around the building and the surrounding parking areas, including the public parking areas to the east of the building.

e) HVAC Systems: Repair, maintenance and replacement of all HVAC systems, not including filters for the portion of systems located within Premises.

f) BUILDING REPAIR AND MAINTENANCE: All repair, maintenance and replacements of the building (and its systems) of which the Premises are a part which repair and maintenance is not the responsibility allocated to tenants under a lease.

g) OTHER: Administrative and other personnel and other expenses reasonably allocated to operation of the Building.

Section 12 PARKING: There shall be no reserved or exclusive parking. Lessee's employees shall park in such areas as are designated, from time to time, by DISTRICT.

Section 13 SECURITY: Lessee acknowledges that the building of which the Premises are a part are subject to security rules and regulations, as established from time to time

by DISTRICT, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as DISTRICT shall from time to time determine.

Section 14 JANITORIAL: Lessee shall provide full janitorial service to the Premises not less than weekly, shall maintain the Premises in a clean condition, at Lessee's expense. Persons and entities providing janitorial service to the Premises are subject to approval of the DISTRICT, and security and other requirements (as established from time to time by the DISTRICT), which security requirements shall or may include background checks and badging.

Section 15 CASUALTY INSURANCE: Casualty insurance applicable to the Premises for the building of which the Premises are a part, with an estimate (made in the discretion of the DISTRICT) payable 1/12th monthly, at the same time and in the same manner as Rent.

Section 16 AMOUNTS DUE COLLECTIBLE AS RENT: All amounts due hereunder for Taxes (Section 17), Insurance (Section 15), CAM (Section 11) and sales tax (Section 5) shall be considered as rent due and shall be collectible in the same manner as rent and shall be included in any lien for rent due and unpaid.

Section 17 PAYMENT RELATED TO PROPERTY TAXES: In addition to the Rent and other charges payable under this Lease, LESSEE shall pay to DISTRICT, monthly in advance, a Payment Related to Property Taxes. The Payment Related to Property Taxes shall be 1/12th of the Allocable Amount, as determined by the DISTRICT (pro rated for periods of less than a month) for the Premises.

In an instance where the term of the lease encompasses an entire calendar year of the lease, the Allocable Amount for that year shall be the ad valorem taxes actually due or to be due for that year (actual or estimated (by DISTRICT), and if estimated, adjusted when the actual taxes are known), and pro rated for the period of LESSEE's occupancy during that year. In an instance where the lease commences in a year where ad valorem taxes are not being assessed by governmental authorities having jurisdiction, the Allocable Amount for that year shall be an estimate of what the ad valorem taxes would be for that year had ad valorem taxes been assessed for that year, and pro rated for the period of LESSEE's occupancy during that year; provided that if the lease is for less than one year and terminates such that it does not extend into a year in which ad valorem taxes are assessed, then, all amounts collected as Payments Related to Property Taxes shall be refunded to LESSEE after offset for any amounts due DISTRICT from LESSEE.

DISTRICT shall notify LESSEE of the actual amount of taxes for the current year at least fifteen days prior to the last date on which the maximum discount can be obtained ("Maximum Discount Date"), and advise LESSEE of the balance due, and said balance due shall be paid within five days. Provided that LESSEE shall pay any balance due at least ten days prior to the Maximum Discount Date, DISTRICT shall pay the taxes on or before the Maximum Discount Date.

Section 18 ASSIGNMENT: The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any

part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the DISTRICT, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the DISTRICT and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

Section 19 LESSEE'S PROPERTY: All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and DISTRICT shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever.

Section 20 SECURITY CAMERAS: The District has the right, but not the obligation, to have security cameras in the Demised Premises. District may, but is not required to, permit Lessee to view images captured by the security cameras, but District has no obligation to retain footage for any period of time, or at all.

Section 21 COMPLIANCE WITH LAWS: Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Florida Department of Law Enforcement, the United States Coast Guard, Port of Palm Beach and all other federal, state and city government and of any and all their departments and bureaus having jurisdiction over the building of which the Premises are a part, and obtain and maintain all licenses necessary for Lessee's operations.

Section 22 DAMAGE DUE TO CASUALTY: In the event the Premises shall be destroyed or so damaged or injured by fire, flood, windstorm or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the DISTRICT shall have the right to render said Premises tenantable by repairs within ninety (90) days therefrom ("Repair Period"). If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, provided that notice of such cancellation is given in writing and within sixty days following the end of the Repair Period. If the building of which the Premises are a part have been destroyed or so damaged or injured by fire, flood, windstorm or other casualty during the term of this Lease, so as to render continuation of the Lease by DISTRICT impractical, then DISTRICT shall have the right to cancel this Lease provided that notice of such cancellation is given in writing to Lessee within sixty days following the date of the casualty.

Section 23 LANDLORD'S LIEN: In addition to all lien and other rights granted under Florida Statutes Chapter 83, the said Lessee hereby pledges and assigns to the DISTRICT all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the Rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said DISTRICT, and does hereby agree to pay DISTRICT's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the DISTRICT.

Section 24 ENTRY ON LAND: The DISTRICT, or any of his agents, shall have the right to enter said Premises during all reasonable hours to examine the same to make such

repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said Premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the building.

Section 25 **CONDITION ON TERMINATION:** Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said DISTRICT immediately upon demand, any damage to said Premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee, and Tenant shall quit and surrender the Premises, vacant and free of all tenancies and any leasehold rights therein and in good condition and repair, normal wear and tear and casualty excepted, broom clean and in compliance with the terms of this Lease, and shall surrender all keys for the Premises to DISTRICT at the place then fixed for the payment of rent.

Section 26 **DAMAGE BY WATER:** It is expressly agreed and understood by and between the parties to this Lease, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the Premises.

Section 27 **BANKRUPTCY:** If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of the Lease term, the DISTRICT is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. DISTRICT may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting DISTRICT's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above-described property by virtue of this Lease.

Section 28 **WORK PERFORMED BY LESSOR FOR LESSEE:** It is further understood and agreed between the parties hereto that any charges against the Lessee by the DISTRICT for services or for work done on the Premises by order of the Lessee, or otherwise accruing under this Lease, shall be considered as Rent due and shall be included in any lien or Rent due and unpaid.

Section 29 **LATE FEES:** If Lessee shall fail to pay the monthly installment of Base Rent or any additional payment as required herein to DISTRICT, so that DISTRICT shall not receive same within five (5) days of the date when the amount is due and payable, a late charge of five percent (5%) of the total amount past due, or a minimum of One Hundred and no/100 Dollars (\$100.00), whichever is greater, shall be paid by the Lessee to the DISTRICT per month, or portion of each month such item(s) is unpaid and still due. In addition to the aforesaid late charge, the Lessee shall pay interest at the rate of eighteen percent (18%) commencing five (5)

days after the amount past due was payable by the terms hereof until the date DISTRICT received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by DISTRICT in regard to such collection efforts.

Section 30 MONETARY DEFAULTS: If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the DISTRICT, DISTRICT in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or otherwise herein, which shall include, but not be limited to, recovery of all remaining Base Rent due or to become due and all other amounts due or to become due as Rent under this Agreement. Billing by the DISTRICT shall constitute written notice hereunder.

Section 31 NON-MONETARY DEFAULTS. In the event Lessee shall (a) be adjudged bankrupt; or (b) make an assignment for the benefit of its creditors; or (c) violate or fail to perform any of the agreements herein contained, except as set forth under "Monetary Defaults", above, and shall (unless notice and or demand are specifically dispensed with under other terms of this Agreement) fail to cure the default as to such agreements within ten (10) days after written notice from DISTRICT, DISTRICT in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or equity or otherwise herein, which shall include, but not be limited to, the remedies provided in "Monetary Defaults", above. Notwithstanding the foregoing, and matter involving safety, security shall be addressed and cured without delay.

Section 32 OTHER REMEDIES: The remedies for which provisions are made in this Paragraph shall not be exclusive and shall be in addition to other remedies provided by law or equity, including without limitation, specific performance and injunctive relief, and DISTRICT may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including DISTRICT's rights to make claim against any financial guaranties provided for herein, e.g. guaranties, bonds and/or letters of credit given in connection with vessel agency or stevedoring.

Section 33 LIABILITY INSURANCE: Lessee shall obtain public liability insurance from an insurance carrier satisfactory to Lessor to protect against loss from liability imposed by law for all damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of Lessee, or any person acting for it or under its control or direction, at the Premises, the building of which the Premises are a part, or any property of Lessor, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of any of the foregoing. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of not less Five Million Dollars (\$5,000,000.00) for any property damage or loss from any one (1) accident, and not less than Five Million Dollars (\$5,000,000.00) for injury to any one (1) person and not less than Five Million Dollars (\$5,000,000.00) from any one (1) accident combined, single limit. Lessor reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Agreement as Lessor should determine to be commercially reasonable. Each such liability insurance policy shall be of the type commonly known as Owner's Landlord's and Tenant's Insurance, but provide the extended coverage required herein above.

Lessee shall deliver to Lessor a copy of the binder of all insurances required of Lessee hereunder, and duplicate originals of the policy itself, and certificates evidencing the existence of the necessary insurance policies. All insurance policies contemplated herein to be maintained by Lessee shall insure Lessor and Lessee as their respective interests may appear, and shall show Lessor as a named insured. All such policies required to be maintained by Lessee shall be issued by companies qualified to write insurance in the State of Florida and possessing a rating of A-3A (or higher), by Best's Insurance Rating. The cost of premiums of all such policies of insurance as herein required to be maintained by Lessee shall be paid by Lessee. Any policy required hereunder to be maintained by Lessee or actually maintained by Lessee shall contain a clause that the insurer shall not cancel or change the insurance policy without first providing ten (10) days prior written notice to Lessor. Not less than thirty (30) days prior to the expiration of any insurance required herein to be maintained by Lessee or actually carried by Lessee, Lessee shall deliver to Lessor a copy of the certificate of renewal thereof.

Section 34 Lessee shall not use the Premises in any manner, even in Lessee's use for which the Premises are leased, that will increase risks covered by insurance on the Premises so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the Premises. Lessee further agrees not to keep the Premises or permit to be kept, used or sold or transferred thereon, anything prohibited by the policy of fire insurance covering the Premises. Lessee shall comply, at Lessee's own expense, with all requirements of insurers necessary to keep in force the fire and public liability covering the Premises.

Section 35 INDEMNIFICATION: DISTRICT shall not be liable for any damage or injury to any person or property whether it be Lessee's agents, guests, invitees, or otherwise by reason of Lessee's occupancy of the demised Premises or because of fire, flood, windstorm, acts of God or for any other reason, except its own gross negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless DISTRICT from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person(s) which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, or by reason thereof, or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided, however, the Lessee shall not so indemnify and hold harmless as to the loss or damage due to the gross negligence or willful misconduct of DISTRICT, DISTRICT's employees, agents, guests, or invitees.

Section 36 NON-RECORDATION: This Lease shall not be recorded except by DISTRICT, in DISTRICT's sole discretion.

Section 37 SUBORDINATION: This Lease and all rights of Lessee are subject and subordinate to the mortgages or other instruments of security which do now or may hereafter cover the Premises or any interest of DISTRICT therein, and to any and all advances made on the security thereof. This provision is hereby declared self-operative. Lessee agrees to execute any subordination agreement required by any lender loaning money to DISTRICT secured by the Premises. Further, upon request of DISTRICT, Lessee shall certify the status of this Lease in writing, including in such certification, the term, the annual Rental, the amounts of any deposits claimed to have been hereunder, and whether or not Lessee is claiming any then current breaches or defaults by DISTRICT, and if so, the precise nature of such breaches or defaults.

Section 38 IMPROVEMENTS: All improvements shall be subject to the prior written consent of the DISTRICT, and the permitting requirements of the Port of Palm Beach District, and all governmental authorities having jurisdiction, and all of the same shall be at Lessee's sole cost and expense. Lessee shall obtain all other necessary permits from other governmental authorities having jurisdiction prior to commencing any improvements requiring such permits. Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify DISTRICT against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments or encumbrances caused by Lessee. In the event any such lien shall be made or filed, Lessee shall bond against or discharge the same within five (5) days after the same have been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for rent. Lessee shall not have any authority to create any liens for labor or materials on the DISTRICT's interest in the Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Lessee's interest in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. Lessee agrees, at the request of DISTRICT, to execute a memorandum setting forth the above to be recorded in the public records.

Section 39 CONDEMNATION: It is agreed by and between the parties that if the whole or any part of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to, and be the property of, DISTRICT.

Section 40 NOTICES: All notices, requests, approvals, consents and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail; or if personal delivery, at the time of delivery, or if by national overnight courier one day service addressed to the respective addresses stated below, then such notice, request or other communication shall be deemed to and have been given one (1) business day after being sent by national overnight courier, or if by facsimile, upon completion of transmission as evidenced by successful fax transmission notice, and addressed as follows:

AS TO LESSOR:	At its address as set forth herein
WITH A COPY TO:	Gregory. C. Picken, Esq. Gary, Dytrych & Ryan, P.A. 701 U.S. Highway One, Suite 402

North Palm Beach, Florida 33408

AS TO LESSEE:

At its address set forth herein.

Section 41 ATTORNEYS FEES: In connection with any litigation arising out of this Lease, it is agreed that the prevailing party shall be entitled to recover their reasonable attorney's fees and costs incurred, including those at the appellate level.

Section 42 VENUE: CONTROLLING LAW: Venue in any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

Section 43 SUCCESSORS AND ASSIGNS: This contract shall bind the DISTRICT and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

Section 44 TIME OF THE ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

Section 45 RIGHTS CUMMULATIVE. The rights of the DISTRICT under this Lease shall be cumulative, and failure on the part of the DISTRICT to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Section 46 WAIVER OF NOTICE. The Lessee specifically waives all of its rights to receive any kind of written notice from DISTRICT as may otherwise be afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

Section 47 RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit pursuant to Florida Statutes §404.056(8).

Section 48 REPAIRS AND MAINTENANCE: Lessee shall be responsible for (i) all plumbing apparatus and, to the extent caused in whole or in part by Lessee, correcting stoppages of plumbing, (ii) all repairs, replacement and maintenance of the Premises, (iii) filters for HVAC systems located in the Premises. Any damage or destruction to the Premises, or any property of the DISTRICT, wherever located, caused as a direct or indirect result of the Lessee, shall be the Lessee's sole responsibility.

Section 49 DISCRIMINATION: Lessee shall not discriminate against any person, employee, or applicant for employment because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

Section 50 SIGNAGE. Lessee's signage shall be limited to a sign next to or on the door to the Premises, containing Lessee's business name. DISTRICT shall have the right to control the location and style of sign.

Section 51 FACILITIES; ACCESS: DISTRICT makes no representations regarding the continuation of the availability of any facilities or services at the Port of Palm Beach District, or any specific route for access to the Premises; provided however, that access to the Premises shall be permitted to Lessee over such routes as the DISTRICT shall determine from time to time.

Section 52 PUBLIC ENTITY CRIMES AFFIDAVIT: Concurrent with execution hereof, CRUISES shall execute the PUBLIC ENTITY CRIMES Affidavit attached hereto, the truth of which shall be a condition to the effectiveness of this Agreement.

Section 53 CONTROLLING LAW; VENUE. In any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

DISTRICT:
PORT OF PALM BEACH DISTRICT

Printed Name of _____
Witness: _____

BY _____

Printed Name of _____
Witness: _____

LESSEE:
Southeast Hay Distributors, Inc., a
Florida Corporation


Printed Name of _____
Witness: Elizabeth Hayne

BY 


Printed Name of _____
Witness: 

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018

by _____, who is personally known to me or who produced Florida Driver's license as identification, as _____ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 1st day of February, 2018 by Alexander Christensen, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of Southeast Hay Distributors, Inc., a Florida Corporation



NOTARY PUBLIC
My commission expires: 10/4/2019

[SEAL]



SWORN STATEMENT PURSUANT TO

SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 Southwest Hwy Distributors, whose business address is 301 Broadway, Suite 142, Riviera Beach, Florida 33404, and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-3533698 (If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: -- [N.A.].

2. 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.

3. 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. 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.

5. 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 contract 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.

6. 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 statement applies.]

X 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.

_____ 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.

_____ 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this Sworn Statement on the convicted vendor list. [attach a copy of the final order]

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 PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Southeast Hay Distributors

By: 
Its President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of February, 2016 by Alexander Christensen who is personally known to me or who has produced Driver's License as identification.

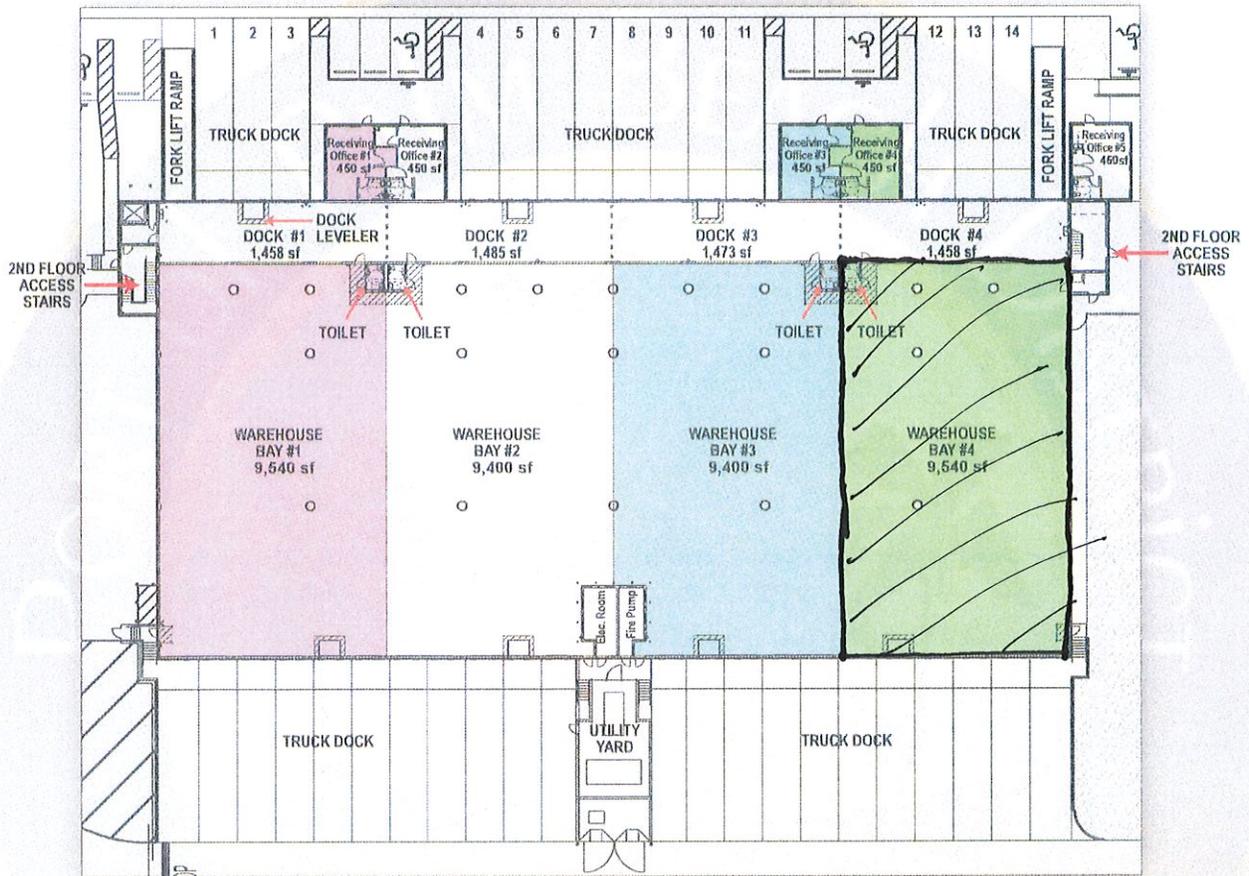
My  commission expires: 10/4/2019

NOTARY PUBLIC Printed name: Elizabeth Hayne

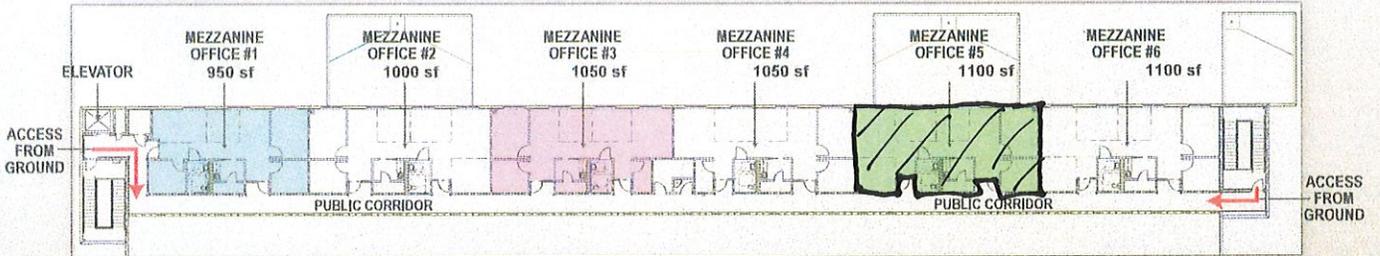
Bonded Through: _____



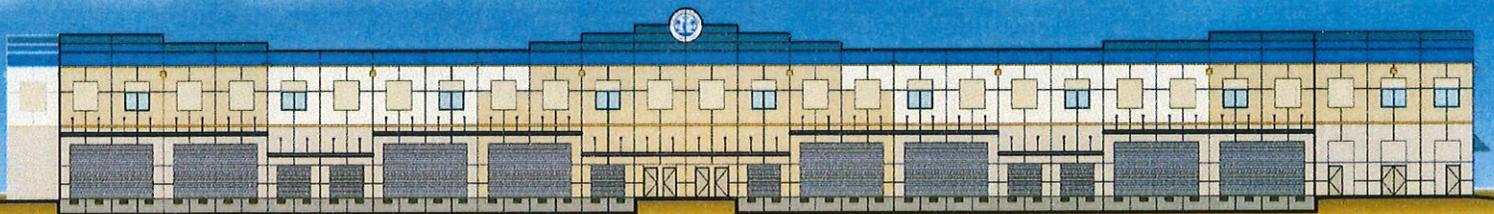
1st Floor Plan



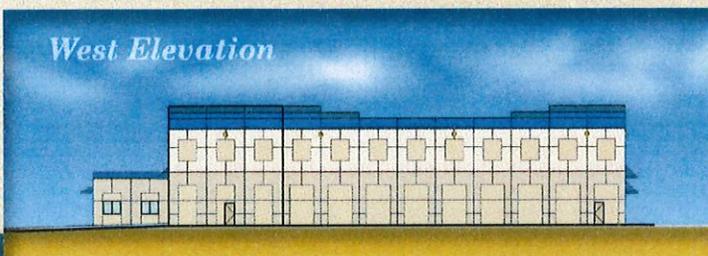
2nd Floor Plan



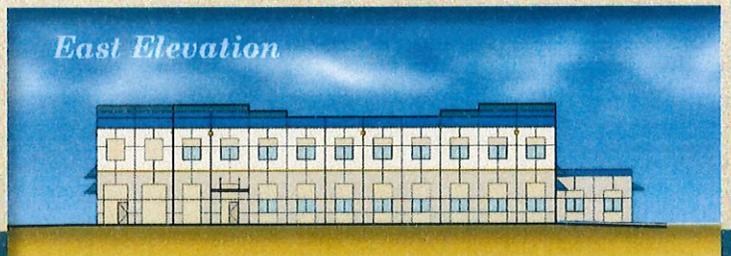
South Elevation



West Elevation



East Elevation



RULES & REGULATIONS

Port of Palm Beach SouthGate Warehouse Complex

These Rules and Regulations are supplementary to all agreements between a tenant, or any other user, and the Port of Palm Beach, with respect to the SouthGate Warehouse Complex ("Complex"). As used herein, the term Complex shall mean all portions of the building containing the warehouses and offices, and the parking areas servicing same, whether or not all or a portion of same is the subject of separate leases, user agreements, space assignments, or made available under provisions of the Tariff of the Port of Palm Beach District, or otherwise (referred to as "agreements"). The term "User" shall mean any person using, by lease or otherwise, any portion of the Complex. Use of any portion of the Complex constitutes consent and agreement to the terms hereof. Where a conflict exists between the terms of any such agreements and these Rules and Regulations, these Rules and Regulations shall control. In the event that these, or other, Rules and Regulations, are made a part of the Tariff of the Port of Palm Beach District, then the Tariff shall be deemed a restatement and amendment of these Rules and Regulations, and the provisions of the Tariff shall control.

1. **Complex Access.** The District shall determine from time to time, access to the Complex, including without limitation passageways, entrances, exits, shipping areas, loading docks halls, corridors, roofs, elevators and stairways. No such areas are for the use of the public and District shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of District shall be prejudicial to the safety, character, reputation and interests of the Complex and its tenants. Other areas in the Complex may be restricted and access gained thereto by use of a key to the outside doors of the Complex, and/or pursuant to such other security procedures District may from time to time impose. No Tenant and no employee or invitee of Tenant shall enter into areas reserved for the exclusive use of District, its employees or invitees. Tenant shall keep all doors, except interior doors within the Complex, closed except when persons are entering or leaving. The janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by District, and may not be used by tenants, or their contractors, agents, employees, or other parties without District's prior written consent.

2. **Access to Complex.** Ingress to and egress from the Complex shall be over such routes as shall be designated from time to time, by District, in its sole discretion, and District shall at all times have the right to control traffic circulation and location of access to the Port of Palm Beach and the Complex.

3. **Signage.** Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Complex (except on the inside of user's leased premises but which cannot be seen from the outside of the leased premises), without the prior consent of District, and then only such name or names or matter and in such color, size, style,

1

USER INITIALS CONFIRMING AGREEMENT: _____



character and material as may be first approved by District in writing. District shall prescribe the suite numbers and identification signs for the Complex (which, if for leased premises, shall be prepared and installed by District at tenant's expense). District reserves the right to remove at User's expense all matter not so installed or approved without notice to User.

4. **Trademark.** The name "SouthGate" and all variations thereof are the property of the Port of Palm Beach District. User shall not in any manner use the name of the Complex for any purpose other than that of the business address of a tenant under a lease with District or use any picture or likeness of the Complex or any part thereof, in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without District's express consent in writing.

5. **Window Appearance.** User shall not place anything or allow anything to be placed in the Leased Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Leased Premises, and User shall not place or permit to be placed any article of any kind on any window ledge or on exterior walls. Blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Leased Premises except to the extent, if any, that the character, shape, color, material and make thereof is first approved by the District.

6. **Deliveries.** All deliveries shall be brought into the Complex only at times and in the manner designated by District, and always at the User's sole responsibility and risk. District may impose reasonable charges for use of freight elevators after or before normal business hours. District shall have the right to establish, from time to time, what constitutes "normal business hours". All damage done to the Complex by moving or maintaining such furniture, cargo, freight or articles in addition to damages to walls, floors, docks of the Complex by the User, Employees of the User or any Representative of the User, shall be repaired by District at User's expense. District may inspect items brought into the Complex to insure compliance herewith. District may require that all furniture, equipment, cartons and similar articles removed from the Complex be listed and a removal permit therefore first be obtained from District. User shall not take or permit to be taken in or out of other entrances or elevators of the Complex, any item normally taken, or which District otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. User shall not allow anything to remain in or obstruct in any way, any lobby, corridor, sidewalk, passageway, entrance, exit, hall, stairway, shipping area, or other such area. User shall move all supplies, furniture and equipment as soon as received directly to the Leased Premises, and shall move all such items and waste (other than waste customarily removed by Complex employees) that are at any time being taken from the Leased Premises directly to the areas designated for disposal.

7. **Design Loads.** Design load information on the Complex is available from the District Engineering Department and it is the User's responsibility to obtain and be familiar with same. User shall not overload any floor or part thereof in the Complex,

 _____

including any public corridors or elevators therein, when bringing in or removing any cargo, equipment or other property, and District may direct and control the location of safes and all other heavy articles and require supplementary supports at User's expense of such material and dimensions as District may deem necessary to properly distribute the weight. No equipment, freight, cargo or other property shall be brought into the Complex which exceed 90% of design loads.

8. **Locks.** Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by District. If more than two keys for one lock are desired, District will provide them upon payment therefore by Tenant. Tenant, upon termination of its tenancy, shall deliver to the District all keys of offices and rooms which have been furnished User or which the User shall have had made, and in the event of loss of any keys so furnished shall pay District therefore.

9. **Alarm Systems.** If User desires signal, communication, alarm or other utility or similar service connections installed or changed, User shall not install or change the same without the prior approval of District through their permitting process, and then only under District's direction at User's expense. User shall not install in the Leased Premises any equipment which requires more power than District is required to provide under the agreement with the User, without District's prior approval, and User shall ascertain from District the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Leased Premises, taking into account the capacity of electric system in the Complex and the needs of Users of the Complex, and shall not in any event connect a greater load than the safe capacity.

10. **Complex Generator.** If User desires the use of the Complex generator during times when electric is not otherwise available, then User will, if required by District, prepay to District an amount specified by District. User shall not install or use any generator or similar equipment without written consent of District. District does not guaranty the availability of a generator at any time.

11. **Vendors.** User shall not obtain, at District property, for use at the Complex, ice, food service, drinking water, towels, janitor and other similar services, except from vendors approved by the District. Any person engaged by User to provide janitor or other services shall be subject to control the District.

12. **Plumbing.** The toilet rooms, urinals, wash bowls and other such apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be disposed of therein and the expense of any breakage, stoppage or damage resulting from the violation of this Rule shall be borne by the User who, or whose employees or invitees shall have caused it.

13. **Alcohol and Drugs.** District reserves the right to exclude or expel from the Complex any person who, in the judgment of District, is intoxicated or under the



influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and appropriate laws. User shall not at any time manufacture, sell, use or give away, any spirituous, fermented, intoxicating or alcoholic liquors on the Leased Premises, nor permit any of the same to occur (except in connection with occasional social or business events conducted in the Leased Premises which do not violate any laws nor bother or annoy any other Users and with prior written approval by the District). User shall not at any time sell, purchase or give away, food in any form by or to any of User's agents or employees or any other parties on the Leased Premises, nor permit any of the same to occur (other than in lunch rooms or kitchens for employees as may be permitted or installed by District, which does not violate any laws or bother or annoy any other User).

14. **Solicitation.** User shall not make any room-to-room canvass to solicit business or information or to distribute any article or material to or from other Users or occupants of the Complex and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Leased Premises.

15. **Auctions.** User shall conduct no auction, fire or "going out of business sale" or bankruptcy sale in or from the Leased Premises, and such prohibition shall apply to User's creditors.

16. **Life Safety and Security.** User shall cooperate and comply with any reasonable safety or security programs initiated by the District, including fire drills and air raid drills, and the appointment of "fire wardens" developed by District for the Complex, or required by law. Before leaving the any cargo, equipment or other property unattended, User shall close and securely lock all doors or other means of access to said property, and User shall shut off all lights and water faucets in the area assigned or leased to User.

17. **Noise and Odors.** All equipment used in the Complex shall be in good working order, meet all OSHA and other Federal State and other requirements of authorities having jurisdiction, and shall not emit any noxious fumes or exceed noise levels as shall be determined, from time to time, by the District.

18. **Compliance with Laws.** User will comply with all municipal, county, state, federal or other government laws, statutes, codes, regulations and other requirements, including without limitation, environmental, health, safety and police requirements and regulations respecting the Leased Premises, now or hereinafter in force, at its sole cost, and will not use the Leased Premises for any immoral purposes. In accordance with Port of Palm Beach District "Facility Security Plan", approved by the US Coast Guard as required by the Maritime Transportation Security Act (CFR 33 part 105) and State of Florida under Florida Statue 311 as inspected by Florida Department of Law Enforcement and Users of the facility will be required to; Comply with all relevant portions of the Facility Security Plan. All tenants shall appoint a "Security Representative" for daily communication and company compliance enforcement. Comply with all current and future ID badge and parking requirements, which includes the



Transportation Workers Identification Card (TWIC) and State of Florida requirements. The Port Executive Director and Seaport Security Director (PFSO) reserve the right to suspend/terminate operations and/or individual access as deemed necessary to ensure the security & security of the seaport and surrounding areas.

19. **Limitation of Uses.** User shall not (i) carry on any business, activity or service except those ordinarily embraced within the permitted use of the Leased Premises specified in the Lease and more particularly, but without limiting the generality of the foregoing, shall not (ii) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning equipment in or about the Leased Premises, (iii) use the Leased Premises for housing, lodging or sleeping purposes or for the washing of clothes, (iv) place any radio or television antennae other than inside of the Leased Premises, (v) operate or permit to be operated any musical or sound producing instrument or device which may be heard outside the Leased Premises, (vi) use any source of power other than electricity, (vii) operate any electrical or other device from which may emanate electrical or other waves which may interfere with or impair radio, television, microwave, or other broadcasting or reception from or in the Complex or elsewhere, (viii) bring or permit any bicycle or other vehicle, or dog (except in the company of a blind person or except where specifically permitted) or other animal or bird in the Complex, (ix) make or permit objectionable noise or odor to emanate from the Leased Premises, (x) do anything in or about the Leased Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Complex, (xi) throw or permit to be thrown or dropped any article from any window or other opening in the Complex, (xii) use or permit upon the Leased Premises anything that will invalidate or increase the rate of insurance on any policies of insurance now or hereafter carried on the Complex or violate the certificates of occupancy issued for the Complex, (xiii) use the Complex for any purpose, or permit in the Complex anything, that may be dangerous to persons or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials) nor (xiv) do or permit anything to be done upon the Leased Premises in any way tending to disturb any other User at the Complex or the occupants of neighboring property.

20. **Parking.** If the Complex shall now or hereafter contain a building garage, parking structure or other parking area or facility, the following Rules shall apply in such areas or facilities: (i) Parking shall be available in areas designated generally for User parking, for such daily or monthly charges as District may establish from time to time. In all cases, parking for User and its employees and visitors shall be on a "first come, first served," unassigned basis, with District and other Users of the Complex, as the case may be, and their employees and visitors, and other Persons to whom District shall grant the right or who shall otherwise have the right to use the same, all subject to these Rules, as the same may be amended or supplemented, and applied on a non-discriminatory basis. Notwithstanding the foregoing to the contrary, District reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped individuals, and other User's, visitors of Users or other Persons, and User and its employees and visitors shall not park in any such assigned or reserved spaces. District may restrict or prohibit full size vans and other large vehicles. (ii) In case of any violation of these

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provisions, District may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the Complex without liability whatsoever, at such violator's risk and expense. District reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the same, or if required by casualty, strike, Condemnation, act of God, Law or governmental requirement, or any other reason beyond District's reasonable control. In the event access is denied for any reason, any monthly parking charges shall be abated to the extent access is denied, as User's sole recourse. User acknowledges that such parking areas or facilities may be operated by an independent contractor not affiliated with District, and User acknowledges that in such event, District shall have no liability for claims arising through acts or omissions of such independent contractor. Cars must be parked entirely within the stall lines, and only small cars may be parked in areas reserved for small cars; all directional signs and arrows must be observed; the speed limit shall be 5 miles per hour; spaces reserved for handicapped parking must be used only by vehicles properly designated; every parker is required to park and lock his own car; washing, waxing, cleaning or servicing of any vehicle is prohibited; parking spaces may be used only for parking automobiles; parking is prohibited in areas: (a) not striped or designated for parking, (b) aisles, (c) where "no parking" signs are posted, (d) on ramps, and (e) loading areas and other specially designated areas. Delivery trucks and vehicles shall use only those areas designated therefore.

21. **Security.** District may require that all persons who enter or leave the Complex, or portion thereof, identify themselves to watchmen, by registration or otherwise. District, however, shall have no responsibility or liability for any theft, robbery or other crime in the Complex. Notwithstanding any security which may be provided by District, User assumes full responsibility for protecting its own property, and if User is a tenant, User shall keep all doors to the Leased Premises locked after the close of business.

6
USER INITIALS CONFIRMING AGREEMENT: 

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

**NEW BUSINESS
ITEM I-6**

PREPARED BY: José Soler, PE Port Engineer February 12, 2018

SUBJECT: **Main Rail Spurs Improvements Phase 1 Project**
Approval of Payment for City of Riviera Beach Building Permit Fee

BACKGROUND:

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 \$975,154.96. The construction Contract was executed on December 15, 2017. The project Notice to Proceed date was January 2, 2018, with a total construction time of 220 days and a completion date of August 2018.

On Friday January 19, 2018, Port's staff submitted the Permit Letter and Application Form to the City Building Division Office. The City provided an invoice for permit related fees on the valuation of work being performed, to be paid by the Port in order to issue a Building Permit. The invoice for permit related fees is in the amount of \$18,137.42.

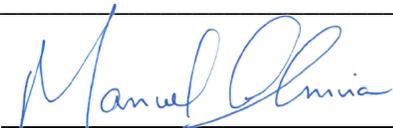
ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT:

The work order will be funded from an existing FDOT JPA (50%) and from the Port's Capital budget (50%).

RECOMMENDATION: The Board is respectfully requested to approve the payment of the City of Riviera Beach invoice for the Building Permit Fee in the amount of \$18,137.42.

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: _____

Permit Fees Payment

Originating Dept: Community Development / Building Division

Receiving Dept: Billing and Finance

Payor: GONZALEZ & SONS EQUIP-BLDG

Property Address: 1 11TH ST EAST-PROPERTY

Property PCN: _____

Permit #: 18-00170

Account #	Reason / Type	Amount
001-00322111 / B-PER	Total Base Permit Fees	\$17,439.82
001-00-342502 / B-FIR	Fire rescue plan review and inspection	\$0.00
001-00-329118 / B-ENG	Engineer plan review and inspection	\$0.00
001-00-322112 / B-MIS	Training Surcharge	\$174.40
001-00-217200 / B-RAD	State Surcharge	\$523.20
001-00322111 / B-PER	Re-open Permit	\$0.00
	Digitizing	\$0.00
	Revision	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	TOTAL PAYMENT:	\$18,137.42

Created by: CDH January 19, 2018
Print Name / Signature Date

Paid by: _____ January 19, 2018
Print Name / Signature Date

Accepted by: _____ January 19, 2018
Print Name / Signature Date