

A meeting of the Manatee County Port Authority will be held during a meeting of the Board of County Commissioners of Manatee County Tuesday, June 12, 2018, at **1:30 p.m.** or as soon as is practicable, in Commission Chambers on the first floor of the County Administration Building, 1112 Manatee Avenue West, Bradenton, Florida.



**MANATEE COUNTY PORT AUTHORITY AGENDA**  
**June 12, 2018 – 1:30 p.m.**

The Manatee County Port Authority may take action on any matter during this meeting, including those items set forth within this agenda. The chairperson, at the option of the chairperson, may take business out of order if the chairperson determines that such a change in the agenda's schedule will expedite the business of the Port Authority.

**CALL TO ORDER**  
**Public Comments**

**1. CONSENT AGENDA**

**A. Warrant List**

**B. Minutes May 17, 2018**

**C. Budget Resolution**

**D. First Amendment to Executive Director's Employment Agreement**

**E. Delegation of Authority to Executive Director**

**F. B&N Welding & Fabrication Inc. Sublease to Kerney Marine and Industrial Service Inc.**

**G. Del Monte Specific/Limited Release Regarding Hurricane Irma Damages**

**Executive Director Comments**

**Public Comments**

**Commissioner Comments**

According to Section 286.0105, Florida Statutes, any person desiring to appeal any decision made by the Port Authority with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

Vanessa Baugh, Chairman  
Stephen R. Jonsson, 1<sup>st</sup> Vice-Chairman; Betsy Benac, 2<sup>nd</sup> Vice-Chairman;  
Robin DiSabatino 3<sup>rd</sup> Vice-Chairman; Charles B. Smith, Member;  
Priscilla Whisenant-Trace, Member; Carol Whitmore, Member

Manatee County Port Authority  
Warrant Listing  
05/10/2018 to 06/05/2018

AP	XXXXXXX	V019302	ABBOTT, PAUL SCOTT	825.00
AP	XXXXXXX	P000270	APPICE, MATTHEW	230.63
AP	XXXXXXX	V005164	APPLIED AQUATIC MANAGEMENT INC	400.00
AP	XXXXXXX	V023254	ARCPOINT LABS OF SARASOTA	135.00
AP	XXXXXXX	V118009	AT AND T	63.31
AP	XXXXXXX	V013140	AT AND T MOBILITY	45.65
AP	XXXXXXX	V019152	AUTOZONE	25.38
WT	XXXXXXX	V019189	BANK OF AMERICA	8,250.24
AP	XXXXXXX	V002730	BANK OF AMERICA	356.12
AP	XXXXXXX	V024209	BLUE TARP CREDIT SERVICES	213.80
AP	XXXXXXX	V007624	BRIGHT HOUSE	1,175.25
AP	XXXXXXX	V022142	BUILDERS FIRSTSOURCE	120.00
AP	XXXXXXX	P000278	BUQUERAS, CARLOS	441.45
AP	XXXXXXX	P000278	BUQUERAS, CARLOS	217.79
AP	XXXXXXX	V202222	CALLAGHAN ENTERPRISES INC, DAN	349.69
AP	XXXXXXX	V202222	CALLAGHAN ENTERPRISES INC, DAN	349.69
AP	XXXXXXX	V220945	CHEVRON USA CREDIT CARDS	25.62
AP	XXXXXXX	V006422	COMMERCIAL FIRE AND COMMUNICAT	6,590.00
AP	XXXXXXX	V254128	CROWDER BROS HARDWARE	44.94
ZP	XXXXXXX	L005778	D&D GARAGE DOORS INC	148.50
AP	XXXXXXX	V006291	DEX IMAGING INC	250.95
AP	XXXXXXX	P000265	EDWARDS, MALCOLM R	137.00
AP	XXXXXXX	V022096	ENTECH	839.00
AP	XXXXXXX	V334734	FLORIDA CHAMBER OF COMMERCE	1,500.00
AP	XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	26,063.34
AP	XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	9,226.94
AP	XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	2,237.74
AP	XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	114.52
AP	XXXXXXX	V023397	GAHAGEN AND BRYANT ASSOCIATES	2,500.00
AP	XXXXXXX	V385628	GRAINGER INC, W W	14.16
AP	XXXXXXX	V385628	GRAINGER INC, W W	441.48
ZP	XXXXXXX	L387610	GRAVELY OF BRADENTON	479.96
ZP	XXXXXXX	L387610	GRAVELY OF BRADENTON	213.19
WT	XXXXXXX	V020386	HANCOCK BANK	37,098.03
AP	XXXXXXX	V896015	INTERISK CORPORATION	225.00
AP	XXXXXXX	P000094	ISIMINGER, GEORGE	224.45
AP	XXXXXXX	V004875	J2 ARTS INC	250.00
AP	XXXXXXX	V000060	JH WILLIAMS OIL CO INC	1,948.54
AP	XXXXXXX	V000060	JH WILLIAMS OIL CO INC	2,136.98
AP	XXXXXXX	V000060	JH WILLIAMS OIL CO INC	1,366.12
AP	XXXXXXX	V015114	JOHNSTONE SUPPLY	6,427.25
ZP	XXXXXXX	L507891	KEETONS OFFICE SUPPLY CO INC	99.25
ZP	XXXXXXX	L507891	KEETONS OFFICE SUPPLY CO INC	238.01
AP	XXXXXXX	V024246	KELLER AND BOLZ LLP	10,000.00
AP	XXXXXXX	V000423	LEWIS LONGMAN AND WALKER PA	8,738.50
AP	XXXXXXX	V013723	LOGISTEC USA INC	7,000.00

Manatee County Port Authority  
Warrant Listing  
05/10/2018 to 06/05/2018

AP	XXXXXXX	V004489	LOWES HOME CENTER INC	165.89
AP	XXXXXXX	V004489	LOWES HOME CENTER INC	63.52
AP	XXXXXXX	V023184	LYNCH OIL COMPANY INC	388.12
ZP	XXXXXXX	L625403	MAINTENANCE TOO PAPER CO INC	202.04
ZP	XXXXXXX	L625403	MAINTENANCE TOO PAPER CO INC	447.39
UT	XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	7,203.99
AP	XXXXXXX	V627108	MANATEE PRINTERS INC	5,188.00
AP	XXXXXXX	V000259	MANATEE SPORTS UNLIMITED	1,590.70
AP	XXXXXXX	V696537	NORTHSIDE AUTO PARTS	16.79
AP	XXXXXXX	V701905	OFFICE DEPOT INC	131.40
AP	XXXXXXX	V701905	OFFICE DEPOT INC	538.39
AP	XXXXXXX	V706455	ORKIN PEST CONTROL	1,141.50
AP	XXXXXXX	V706455	ORKIN PEST CONTROL	845.00
AP	XXXXXXX	V708015	OTIS ELEVATOR	2,706.57
AP	XXXXXXX	V018512	PCMG INC	3,485.09
AP	XXXXXXX	V746898	PRINTWORKS	124.00
AP	XXXXXXX	V748180	PUBLIX SUPER MARKET	365.78
AP	XXXXXXX	P000343	SANTOYO, ROXANA	468.31
AP	XXXXXXX	V826612	SEARS COMMERCIAL CREDIT	85.83
AP	XXXXXXX	V015633	SIEMENS INDUSTRY INC	668.00
AP	XXXXXXX	V856793	SMITH FENCE CO	700.00
WT	XXXXXXX	V874841	STATE OF FLA DEPT OF REVENUE	11,643.60
AP	XXXXXXX	V875019	STATE OF FLORIDA	848.42
AP	XXXXXXX	V021175	SUNCOAST PRINT AND PROMOTIONS	1,468.05
AP	XXXXXXX	V923227	TROPHY AND SPORTS WORLD	60.00
AP	XXXXXXX	V004721	TWENTY FIRST CENTURY GROUP INC	5,000.00
AP	XXXXXXX	V009667	VERIZON WIRELESS	330.31
AP	XXXXXXX	V009667	VERIZON WIRELESS	1,333.67
AP	XXXXXXX	V021915	WEBTIVITY MARKETING AND DESIGN	65.00
AP	XXXXXXX	V023912	WEST FLORIDA FENCE	1,967.85
AP	XXXXXXX	V961411	WEST FLORIDA SUPPLY CO	107.54
AP	XXXXXXX	V019987	WIMAUMA AUTO PARTS INC	258.11
AP	XXXXXXX	V023510	WURTH ACTION BOLT AND TOOL CO	260.91
AP	XXXXXXX	V023510	WURTH ACTION BOLT AND TOOL CO	1,054.23
Total warrants for period reported				190,702.47

**MANATEE COUNTY PORT AUTHORITY  
REGULAR MEETING  
PORT MANATEE INTERMODAL CENTER, THIRD FLOOR  
1905 Intermodal Circle  
Palmetto, Florida  
May 17, 2018**

Present were:

Vanessa Baugh, Chairman  
Stephen R. Jonsson, First Vice-Chairman  
Betsy Benac, Second Vice-Chairman  
Robin DiSabatino, Third Vice-Chairman  
Charles B. Smith  
Carol Whitmore  
Priscilla Whisenant Trace

Also present were:

Carlos Buqueras, Executive Director  
Jennifer R. Cowan, Port Authority Attorney  
Dan Wolfson, Finance Director, Clerk of the Circuit Court  
Quantana Acevedo, Deputy Clerk, Clerk of the Circuit Court

Chairman Baugh called the meeting to order at 10:45 a.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was delivered by Tim Huppert, Anchor House Chaplin, followed by the Pledge of Allegiance.

**AGENDA**

PA20180517DOC001

**INTRODUCTIONS**

Members of the Audience introduced themselves.

**PUBLIC COMMENT**

Tim Huppert, Anchor House Chaplin, provided an update on the 2018 Giving Challenge that took place on May 1-2, 2018, and reported the Anchor House raised approximately \$13,000.

There being no additional public comment, Chairman Baugh closed public comment.

1. **PRESENTATION/YOUR DEKALB FARMERS MARKET**

Carlos Buqueras, Executive Director, introduced Robert Blazer, owner of Your DeKalb Farmers Market.

There was discussion about how the partnership began with Port Manatee, fresh food is a complex business and Mr. Blazer decided to write a book about it, food safety, and produce is imported from Mexico.

PA20180517DOC002

2. **PRESENTATION/FEDERAL MARINE TERMINALS**

Mr. Buqueras introduced Matt McPhail, Vice-President of Sales and Marketing for Federal Marine Terminals (FMT).

Mr. McPhail elucidated FEDNAV is the parent company of FMT. He used a slide presentation to discuss FEDNAV, global operations, environmental policy, fleet, fleet distinctive elements,

FMT introduction, corporate philosophy, core values, FMT overview, Great Lakes terminals and operations, FMT at Port Manatee, recent investments at Port Manatee, information systems (cargo management system), logistics services for FEDNAV direct, and a FMT corporate video was shown.

Discussion proceeded about ships are manufactured in Japan, FMT has specialized ships, and bomb carts (safety measure where containers are placed on a chassis). PA20180517DOC003

3. **CONSENT AGENDA** PA20180517DOC004  
A motion was made by Member Trace, seconded by Member Whitmore, and carried 7 to 0, to approve the Consent Agenda incorporating the language as stated in the recommended motions on the cover sheets for the Consent Agenda.

- A. **WARRANT LIST**  
Accepted the Warrant Listing from March 8, 2018 through May 9, 2018 PA20180517DOC005
- B. **MINUTES**  
Approved minutes of March 15, 2018
- C. **BUDGET RESOLUTION**  
Adopted Budget Resolution PA-18-07 PA20180517DOC006
- D. **PORT MANATEE TARIFF NO. 3**  
Approved the revision to Item 485 of the Port Manatee Tariff No. 3 Articles, General (not otherwise shown herein) to include calculation of wharfage charged based on weight or measurement PA20180517DOC007
- E. **SOUTH DOCK STREET/EASEMENT/ASSIGNMENT AND DESIGNATION OF RIGHTS**  
Approved and authorized the Chairman to execute the Amended and Restated Grant of Easement and the Assignment and Designation of Rights with Port Manatee Land LLC (Board of County Commissioners approved the easement on 3/20/18) PA20180517DOC008

(End of Consent Agenda)

4. **NORTH GATE EXPANSION PROJECT/PROFESSIONAL SERVICES AUTHORIZATION**  
Mr. Buqueras explained the North Gate will be expanded with more lanes and extra capacity to accommodate the increased number of trucks.

A motion was made by Member Whitmore, seconded by Member Trace, and carried 7-0, to approve and authorize execution of: (1) Professional Services Authorization 18-03 to Universal Engineering Sciences, Inc., \$7,600; and (2) Professional Services Authorization 18-04 to Stantec Consulting Services Inc., \$204,100, for services on the North Gate Expansion project, pending the Environmental Planning and Historical Preservation review.

PA20180517DOC009

5. **BERTH REHABILITATION/PROFESSIONAL SERVICES AUTHORIZATION**  
Mr. Buqueras reported this authorization will allow for the inspection of the berths to look for any issues.

Authority Member Benac inquired if the authorization includes plans for any issues that are discovered.

Mr. Buqueras confirmed staff will come back before the Authority if any issues are found after the inspection.

George Isiminger, Senior Director of Engineering, Planning and Environmental Affairs, reported solution plans have been incorporated into the fees. A purchase order will be issued for the inspection and anything else will be subject to negotiation.

A motion was made by Member Whitmore, seconded by Member Trace, and carried 7-0, to approve and authorize execution of Professional Services Authorization 18-05 to RS&H, Inc., \$303,643, for inspections and plans of certain berths, subject to the review and approval of the Florida Department of Transportation.

PA20180517DOC010

**EXECUTIVE DIRECTOR COMMENTS**

Mr. Buqueras highlighted the following:

- Port Manatee achieves record first half of the year;
- Key commodities are on the rise (demand for aluminum, lumber, juice and petroleum products have increased);
- Port Manatee hosted third annual Truckers Appreciation Day (4/27/18);
- Port Manatee welcomes Florida's Commissioner of Agriculture, Adam Putnam (4/26/18);
- International Trade Hub and North Port host Chilean official (3/28/18);
- Poland's gateway to the Americas (4/19/18); and
- Trade Commissioner of Argentina will visit the International Trade Hub at Port Manatee (5/31/18).

PA20180517DOC011

Member Jonsson stated the financial forecast is in draft form and will be presented after the summer recess. Mr. Buqueras reported the financial forecast has been completed and Port staff will be meeting with each Authority Member for briefings based on schedules.

Member Whitmore inquired about staffing needs and marketing efforts. Mr. Buqueras confirmed staff has been hired as necessary for operating and maintaining Port Manatee, and the marketing of Port Manatee is still a priority. He reviewed the operating revenue and expenses.

PA20180517DOC012

Chairman Baugh stated during meetings in Washington, D.C., Port Authority members made it known that Port Manatee has a great working relationship with the Army Corps of Engineers.

**PUBLIC COMMENT**

Carl Blodgett, Federal Marine Terminals, thanked Mr. Buqueras and staff for allowing the Port Manatee Propeller Club to meet in Port Authority chambers. He announced the 14th Annual Golf Classic will take place on May 18, 2018, at River Wilderness Golf and Country Club.

There being no further public comment, Chairman Baugh closed public comment.

**AUTHORITY COMMENTS**

Authority Member Benac

- Stated she is looking forward to reviewing the long range capital plans

There were no other Authority Member comments.

**ADJOURN**

There being no further business, Chairman Baugh adjourned the meeting at 11:38 a.m.

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

**June 12, 2018**

**CONSENT**

**AGENDA ITEM 1.C.:**

**BUDGET RESOLUTION**

**BACKGROUND:**

This resolution budgets \$104,096 for reimbursement to Del Monte Fresh Produce N.A. Inc. (Del Monte) for the expenses Del Monte incurred to repair the Port's warehouse 6 damaged during Hurricane Irma.

**ATTACHMENT:**

Budget Resolution PA-18-10.

**COST AND FUNDING SOURCE:**

Budgets \$104,096 of port cash

**CONSEQUENCES IF DEFERRED:**

Delay in budget allocations

**LEGAL COUNSEL REVIEW: N/A**

**RECOMMENDATION:**

Move to adopt Budget Resolution PA-18-10.



**BUDGET ADMENDMENT RESOLUTION NO. PA-18-10**

**AGENDA DATE: June 12, 2018**

1) Fund: Port

Section: Administration

Description: Budgets \$104,096 for reimbursement to Del Monte for expenses incurred to repair the Port's warehouse 6 after Hurricane Irma.

Batch ID: BADS6909A

Reference: BU18000324

**June 12, 2018**

**CONSENT**

**AGENDA ITEM 1.D.: FIRST AMENDMENT TO EXECUTIVE  
DIRECTOR'S EMPLOYMENT AGREEMENT**

**BACKGROUND:**

On February 15, 2018, the Authority entered into an Employment Agreement with Mr. Carlos Buqueras that became effective May 1, 2018. In that Employment Agreement, the Parties agreed that the Authority would fund a deferred compensation program for the "maximum annual contribution allowed under Section 457 of the Internal Revenue Code." At the time of negotiating and entering into the Agreement, the Parties understood that the "maximum annual contribution allowed under Section 457 of the Internal Revenue Code" excluded any optional catch-up contributions for the Executive Director. In order to clarify the Parties' intent and understanding in the Agreement, Section III. F. of the Employment Agreement should be amended accordingly. There is no cost impact to the Port Authority in making this clarification as the Agreement had been interpreted in this manner to date.

**ATTACHMENT:**

First Amendment to Employment Agreement

**COST AND FUNDING SOURCE:** N/A

**CONSEQUENCES IF DEFERRED:**

Delay in amending the Employment Agreement of Mr. Carlos Buqueras.

**LEGAL COUNSEL REVIEW:** Yes

**RECOMMENDATION:**

Move to approve and authorize the Vice Chairman to execute First Amendment to Employment Agreement between the Manatee County Port Authority and Mr. Carlos Buqueras.

## **FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT (hereinafter “First Amendment”) is entered into by and between the MANATEE COUNTY PORT AUTHORITY, a political entity of the State of Florida, as the Employer, with a principal place of business located at Port Manatee, 300 Tampa Bay Way, Suite 1, Palmetto, Florida 34221, hereinafter referred to as the “AUTHORITY,” and CARLOS BUQUERAS, hereinafter referred to as the “DIRECTOR.”

WHEREAS, the AUTHORITY entered into an Employment Agreement on February 15, 2018, which became effective on May 1, 2018, with Carlos Buqueras that memorialized the DIRECTOR’S duties and responsibilities and: 1) provided certain benefits to establish certain conditions of employment for and set working conditions of the DIRECTOR, 2) provided inducements that secured and retained the services of the DIRECTOR, 3) assured the DIRECTOR’S morale and peace of mind with respect to future security, and 4) provided a just means for terminating the DIRECTOR’S services; and

WHEREAS, the Parties have determined it is in both parties’ best interest to amend, modify, clarify and supersede certain provisions of the Employment Agreement with alternative terms as provided in this First Amendment; and

WHEREAS, pursuant to Section VI, paragraph A of the Employment Agreement, any amendments to the terms of the Employment Agreement must be in writing and signed by the Parties.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the First Amendment, the Employment Agreement is hereby amended, modified, clarified, and superseded as follows:

1. **Recitals:** The above recitals are true and correct and incorporated by reference.
  
2. **Modification:** The Parties agree to modify the terms set forth in Section III, F. of the Employment Agreement as set forth below:

SECTION III – BENEFITS

- A. Deferred Compensation: As of the effective date of this Agreement and as an additional benefit and incentive to retain the services of the DIRECTOR, the AUTHORITY shall fund in a deferred compensation program or programs designated by the DIRECTOR the maximum annual contribution allowed under Section 457 of the Internal Revenue Code (“Code”), but shall not to include any catch-up contributions allowed under the Code. This sum is payable annually in 26 pro rata installments.
3. Savings Provision: Except for the modifications provided above, all other terms and conditions of the Employment Agreement will remain in full force and effect unless subsequently amended in writing. Except to the extent amended and supplemented by this First Amendment, the Employment Agreement remains in full force and effect.
4. Conflict: In the event of a conflict regarding the provisions set forth in Section III(f) of the Employment Agreement, and the provisions contained in Section 2 of this First Amendment, the provisions set forth in this First Amendment will prevail. In the event of a conflict between any other paragraphs within the Employment Agreement and this First Amendment, the Employment Agreement will prevail.

*THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.*

**IN WITNESS WHEREOF**, the Manatee County Port Authority caused this First Amendment to the Employment Agreement to be signed and executed on its behalf by its Vice Chairman, and fully attested by its Clerk, and CARLOS BUQUERAS has executed this First Amendment to the Employment Agreement, in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

MANATEE COUNTY PORT  
AUTHORITY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Angelina M. Coloneso  
Clerk of the Circuit Court

By: \_\_\_\_\_  
STEPHEN R. JONSSON  
FIRST VICE-CHAIRMAN

DIRECTOR

By: \_\_\_\_\_  
CARLOS BUQUERAS

STATE OF FLORIDA,  
COUNTY OF MANATEE:

The foregoing instrument was acknowledged before me, a Florida Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by CARLOS BUQUERAS, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath at the time of notarization.

Seal:

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission number: \_\_\_\_\_

**June 12, 2018**

**CONSENT**

**AGENDA ITEM 1.E.: DELEGATION OF AUTHORITY TO  
EXECUTIVE DIRECTOR**

**BACKGROUND:**

During certain periods of the year, the Port Authority may have certain months in which it has no regularly-scheduled meetings. During that time, matters normally requiring approval and authorization of the Authority may arise. In order to enable the Executive Director and the Port staff to maintain continuity of services in the routine business of the Port and avoid delay in the conduct of Port business, as well as avoiding the loss of business opportunities, the Executive Director and staff recommend adoption of this proposed resolution granting the Executive Director limited authority to act during these periods. This resolution is expressly limited in its scope.

**ATTACHMENTS:**

Resolution No. PA 18-08

**COST AND FUNDING SOURCE:**

N/A.

**CONSEQUENCES IF DEFERRED:**

Loss of continuity of routine business and delay in conduct of business.

**LEGAL COUNSEL REVIEW: Yes**

**RECOMMENDATION:**

Move to adopt Resolution PA 18-08.

**RESOLUTION NO. PA 18-08**

**A RESOLUTION OF THE MANATEE COUNTY PORT  
AUTHORITY FOR LIMITED AND TEMPORARY  
DELEGATION OF AUTHORITY DURING EXTENDED  
PERIODS BETWEEN AUTHORITY MEETINGS**

**WHEREAS**, the Manatee County Port Authority (hereinafter the “Authority”) may have months without scheduled meetings; and

**WHEREAS**, the Authority recognizes that matters requiring approval and authorization by the Authority may arise during extended periods without scheduled meetings and, to the extent possible, wish to maintain continuity in the routine business of the Authority and wish to maintain and avoid delay in the furnishing of services as a result of the extended periods without regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE PORT AUTHORITY OF MANATEE COUNTY AS FOLLOWS:**

A. Purpose: Except as specifically limited below, the delegation of authority provided in this Resolution shall apply to any approval or authorization, and the execution of contracts and other documents as may be reasonable and necessary during periods of thirty (30) calendar days or more when there is no Board meeting scheduled to accomplish only the following:

1. Avoid delays in furnishing services or implementing or continuing approved programs; and
2. Avoid additional costs or expenses or the likelihood of additional costs or expenses, including but not limited to the use of personnel and resources of the Authority as well as the costs of goods and services; and
3. Provide for the fair and reasonable treatment of citizens and organizations doing business with the Authority.

B. To accomplish those purposes set out in Paragraph A, the Authority delegates to the Executive Director of the Port, or in his absence the Deputy Executive Director, authority to:

1. Approve, authorize and sign contracts, work assignments, purchase orders, change orders, and all documents and papers related thereto that are beyond the dollar limits provided by policies of the Authority but are otherwise purchased in accordance with applicable Laws, Ordinances and policies; and
2. Approve any refunds owed by the Authority to third parties at the request of a department director upon presentation of documentation of the amount due and owing; and
3. Schedule and publish notice of public hearings and special meetings upon a determination by the Executive Director of the Port or Deputy Executive Director of the Port that it appears to be in the best interest of the Authority to proceed without delay; and

4. Approve any budget amendments required in support of the authorizations provided in Paragraphs B and C, and any prior authorizations of the Authority; and
5. Approve, authorize and sign documents and forms reasonably required to implement or continue any program, plan or activity previously authorized by the Authority.

C. To accomplish those purposes set out in Paragraph A, the Authority hereby delegates to the Port Authority Attorneys authority to:

1. Initiate litigation, adversarial administrative proceedings, or appellate proceedings, including extraordinary writ proceedings, where, in the opinion of the Port Authority Attorneys, it is necessary to do so in order to preserve the status quo or the legal rights or protect the interests of the Authority; and
2. Retain expert witnesses or consultants where, in the opinion of the Port Authority Attorneys, it is necessary to do so in order to preserve the status quo or the legal rights or protect the interests of the Authority; and
3. Agree to continuances or extensions of time in on-going or threatened litigation, adversarial administrative proceedings, or appellate proceedings where, in the opinion of the Port Authority Attorneys, it is necessary to do so in order to preserve the status quo or the legal right or protect the interests of the Authority.

D. To accomplish the purposes set out in Paragraph A, the Clerk of the Circuit Court, or his duly authorized deputy, as Clerk to the Authority, and as custodial of funds and comptroller, is requested and authorized, upon approval by the Executive Director of the Port or Port Authority Attorneys to:

1. Take any action reasonably and necessarily required pursuant to the authority delegated under Paragraphs B and C; and
2. Proceed with all matters of a routine nature usually submitted to the Authority on the Clerk's consent agenda, including but not limited to making of all payments lawfully due and owing by check, voucher, warrant, cash or wire transfer, or other appropriate means, the release of cash deposits, and payment of any revenue refunds in excess of established approval limits.

E. Limitations: This Resolution shall not apply to:

1. Any legislative matter or other action that must be considered at an advertised public hearing; and
2. Any new contracts retaining architects, engineers, landscape architects, surveyors, or other professional consultants. However, this limitation does not include any work assignment, time extension, or matters related to established contracts, or experts retained pursuant to C.3 above; and

3. Any lease or contract providing for the sale, acquisition or exchange of any interest in real property, except documents necessary for closing contracts signed by the Authority, and except that any acquisition of property for utility easement or right-of-way as a part of or in avoidance of or settlement of eminent domain proceedings for an amount not to exceed the highest appraised value assigned by a duly certified appraiser may be authorized and executed by the Executive Director of the Port or his designee at the request of the Port Authority Attorneys; and
4. Any new program or activity not previously authorized by the Authority; and
5. Any matter involving the expenditure of funds in excess of funds that may lawfully be budgeted for such purpose.

F. Records: A record of all actions taken under this Resolution shall be maintained and made a part of the record of the Authority via placement on the first consent agenda after the extended recess.

G. Interpretations: This Resolution is not intended to apply to or limit any authority previously delegated by the Authority. This Resolution is intended to be broadly interpreted to accomplish the purposes set out in Paragraph A.

H. Effective Period: This Resolution shall take effect upon adoption but the delegation of authority shall only extend to actions that need to be taken during periods of thirty (30) calendar days or more where there is no Authority meeting scheduled.

I. Any prior years' resolution authorizing the same or similar authority is rescinded and replaced by this resolution.

**ADOPTED** with a quorum present and voting this 12<sup>th</sup> day of June, 2018.

ATTEST: ANGELINA M. COLONNESO  
CLERK OF CIRCUIT COURT

MANATEE COUNTY PORT AUTHORITY

\_\_\_\_\_

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

**June 12, 2018**

**CONSENT**

**AGENDA ITEM 1.F.: B & N WELDING & FABRICATION, INC., SUBLEASE TO  
KERNEY MARINE AND INDUSTRIAL SERVICE, INC.**

**BACKGROUND:**

On September 17, 2015, the Authority approved B & N Welding & Fabrication, Inc.'s (B & N) sublease to Raymond Steely for the purpose of general pump assembly and machine work. That sublease has been terminated and B & N requests the Authority approve the sublease between B & N and Kerney Marine and Industrial Service, Inc which provides ship repair and fabrication services.

**ATTACHMENT:**

Resolution PA-18-09

**COST AND FUNDING SOURCE:**

N/A

**CONSEQUENCES IF DEFERRED:**

Delay in approving the sublease between B&N and Kerney Marine and Industrial Service, Inc.

**LEGAL COUNSEL REVIEW: Yes**

**RECOMMENDATION:**

Move to approve and authorize the Chairman to execute Resolution PA-18-09 authorizing the sublease of land at Port Manatee by B&N Welding & Fabrication, Inc. to Kerney Marine and Industrial Service, Inc.

**RESOLUTION PA-18-09**

**MANATEE COUNTY PORT AUTHORITY APPROVAL FOR THE  
SUBLEASING OF LAND AT PORT MANATEE BY B & N  
WELDING & FABRICATION, INC. TO KERNEY MARINE AND  
INDUSTRIAL SERVICE, INC.**

**WHEREAS**, on June 2, 1988, the predecessor in interest of B & N Welding & Fabrication, Inc., ("B & N") entered into a lease and subsequent amendments and modifications thereto with the Manatee County Port Authority ("Authority") for the lease of certain real property at Port Manatee, (collectively, the "Lease"); and

**WHEREAS**, paragraph 15 of the Lease provides that the Lease may be sublet with the Authority's consent but, B & N shall remain liable to the Authority for the terms and conditions of the Lease; and

**WHEREAS**, on September 17, 2015, the Authority approved B & N to sublet the leased premises to Raymond Steely; and

**WHEREAS**, on August 31, 2017, B & N terminated its Sublease Agreement with Raymond Steeley dated August 22, 2014, as amended on August 21, 2015; and

**WHEREAS**, B & N now desires to sublet the leased premises to Kerney Marine and Industrial Service, Inc.; and

**WHEREAS**, the provisions of the sublease do not adversely affect the interests of the Authority and may enhance or promote the flow of waterborne commerce through Port Manatee.

**NOW THEREFORE BE IT RESOLVED** by the Authority that permission is hereby granted for B & N to sublet land pursuant to its Lease with the Authority to Kerney Marine and Industrial Service, Inc., to the extent set forth in the attached Sublease Agreement entered into by and between B & N and Kerney Marine and Industrial Service, Inc. August 29, 2017, copies of which are attached hereto and made a part hereof.

PASSED AND ADOPTED in regular session on this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

**MANATEE COUNTY PORT AUTHORITY**

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Clerk of Circuit Court

**June 12, 2018**

**CONSENT**

**AGENDA ITEM 1.G: DEL MONTE SPECIFIC/LIMITED RELEASE  
REGARDING HURRICANE IRMA DAMAGES**

**BACKGROUND:**

On September 10, 2017, Port Manatee's warehouse 6 was damaged by Hurricane Irma. Damages included extensive roof and door damage. Warehouse 6 is used exclusively by Del Monte for the storage of perishable cargo. Due to the urgent need to repair the roof and doors in order to prevent further damage, Del Monte completed the repairs and is seeking reimbursement for the amount expended of \$104,096. If the payment to Del Monte is authorized by the Authority, Port staff intends to submit the repairs to FEMA as it has for any Hurricane Irma repair it made. Del Monte has made other claims of damages unrelated to warehouse 6 roof and door repairs, which insurance counsel is reviewing. Del Monte has signed a Specific/Limited Release, releasing the Authority from any claims related to the roof and door damages upon reimbursement.

**ATTACHMENT:**

Specific/Limited Release

**COST AND FUNDING SOURCE:**

\$104,096 of Port cash

**CONSEQUENCES IF DEFERRED:**

Delay in reimbursement of expenses incurred by Del Monte for repair of the Port's warehouse 6

**LEGAL COUNSEL REVIEW: Yes**

**RECOMMENDATION:**

Move to approve the payment to Del Monte Fresh Produce N.A., in the amount of \$104,096 for repair of the roof and door damage to warehouse 6 caused by Hurricane Irma, in exchange for the Specific/Limited Release.

## S P E C I F I C / L I M I T E D R E L E A S E

**KNOW ALL MEN BY THESE PRESENTS:** That Del Monte Fresh Produce N.A., Inc., for itself, heirs, personal representatives, successors, and assigns (jointly and severally "First Party"), for and in consideration of the sum of One Hundred and Four Thousand and Ninety-Six Dollars (\$104,096.00) received from or on behalf of the Manatee County Port Authority, its heirs, successors, assigns, employees, public officials, officers, directors, owners, operators, representatives, agents and attorneys, whether specifically named herein or not (jointly and severally "Second Party"), the receipt of such consideration being hereby acknowledged;

**HEREBY** remises, releases, acquits, satisfies, and forever discharges said Second Party, of and from, and covenants and agrees not to sue Second Party regarding, any and all manner and manners of action, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, known and unknown, which said First Party ever had, now has, for the First Party for the damage caused to the roof/doors of Warehouse #6 by Hurricane Irma which struck Port Manatee on September 10, 2017 and which damages were repaired by the First Party.

This Specific/Limited Release covers any and all claims that the First Party has or might assert for negligence, breach of contract, indemnification, contribution, subrogation, and any and all other causes of action or claims for relief which could be asserted by the First Party against the Second Party for only the roof/door damage caused to Warehouse #6 by Hurricane Irma which struck Port Manatee on September 10, 2017 and which damages were repaired by the First Party.

First Party hereby warrants and represents that it maintains and holds all rights to the claims which the First Party has asserted or could have asserted, whether known or unknown, and that the First Party has not assigned or conveyed any of its rights, interests or claims which the First Party could have asserted against the Second Party to any other person, entity, firm, corporation, underwriter or insurer for only the roof/door damage caused to Warehouse #6 by Hurricane Irma which struck Port Manatee on September 10, 2017 and which damages were repaired by the First Party.

The First Party by executing this Specific/Limited Release, reserves unto itself any and all rights it has to continue its pursuit of Hurricane Irma related claims against the Second Party which include, but are not limited to First Party's

Refrigeration Unit Repairs, Lost/Spoiled Bananas and Consequential/"Extra Expense" damages or any other claims and causes of action the First Party may have against the Second Party for damages other than for the roof/door damage to Warehouse #6 caused by Hurricane Irma which struck Port Manatee on September 10, 2017 and which damages were repaired by the First Party.

First Party hereby warrants and represents that there are no liens or claims against the proceeds of this settlement that would obligate the Second Party to protect the interests of the lienholder. The First Party agrees to hold the Second Party harmless and indemnify it from any claim to the settlement proceeds asserted by any person or entity and that the First Party will pay all defense costs incurred in any Judgment that might be entered as a result of any such claim.

First Party agrees that Second Party's provision of the agreed consideration is a full and complete compromise of doubtful and disputed claims and disputed issues of law and fact and does not, in any fashion, constitute an admission of liability or negligence by the Second Party. First Party expressly waives and assumes the risk of all claims of damages which exist as of this date to the roof/doors of Warehouse #6 for damage caused by Hurricane Irma which struck Port Manatee on September 10, 2017 and which damages were repaired by the First Party, or which might develop in the future, but which First Party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect First Party's decision to execute this Specific/Limited Release.

To secure this settlement and the payment of the aforesaid sum, the undersigned hereby declares that he/she is of legal age and that he/she has the authority to execute this Specific/Limited Release on behalf of the First Party. The undersigned further acknowledges that First Party relied wholly upon the advice and counsel of First Party's attorney and upon First Party's own judgment, belief, and knowledge of the nature, extent and duration of First Party's principles, losses, expenses, claims, and damages and that no representations or statements about any such claims, past, present, or future, made by any agent, attorney or employee of Second Party, have induced or influenced First Party or the undersigned in making or inducing the undersigned to make this settlement.

It is further acknowledged that there is no agreement or compromise on the part of Second Party to do or omit to do any act or thing not herein mentioned and that the within consideration is in full and complete settlement of any and all claims, damages or demands to First Party for all claim arising from or out of any and all matters referenced in this Specific/Limited Release.

