A meeting of the Manatee County Port Authority will be held on Thursday, August 16, 2018 at 9:00 a.m., or as soon thereafter as is practicable in the third floor meeting room of the Port Manatee Intermodal Center, 1905 Intermodal Circle, Palmetto, FL 34221, located at the intersection of South Dock Street and Reeder Road at Port Manatee.

Anyone wishing to attend this meeting who does not have an appropriate Port Manatee identification badge may enter Port Manatee by the north or south gate by displaying photo identification, generally a driver's license.

PORT Manatee
The *right* turn on Tampa Bay

MANATEE COUNTY PORT AUTHORITY AGENDA
August 16, 2018 – 9:00 a.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
Invocation – David St. Pierre
Pledge of Allegiance
Audience Introductions
Public Comments

1. **Presentation – Carver Maritime LLC**
2. **Consent Agenda**
3. **Carver Maritime LLC Lease**
4. **Resolution for the Fiscal Year 2018-2019 MCPA Budget**

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, 1st Vice-Chairman; Betsy Benac, 2nd Vice-Chairman;
Robin DiSabatino 3rd Vice-Chairman; Charles B. Smith, Member;
Priscilla Whisenant-Trace, Member; Carol Whitmore, Member

August 16, 2018

AGENDA ITEM 1.: **PRESENTATION – JOHN TOMLINSON & STEPHEN KELLY – CARVER MARITIME LLC**

BACKGROUND:

John Tomlinson is the Marine Sales and Operations Manager for Coeymans Marine Towing and Carver Maritime, focusing on business development opportunities and operational oversight for both divisions. Prior to this position, he was the Project Manager for Carver Maritime supervising the preconstruction phase aggregate offload for the Hugh P. Leatherman Container Terminal in Charleston, SC. He holds an USCG Unlimited Master Mariner's license and has sailed on various vessels in both international and domestic trades. John is also an alumnus of United States Merchant Marine Academy and has a graduate degree from the State University of New York - Maritime College.

Stephen Kelly is the Vice President, Sales & Business Development at Carver Companies, where his extensive training and experience in material handling, marine logistics, leasing and sales has propelled the Port of Coeymans as one of the largest and busiest marine terminals in upstate New York, providing jobs to over 600 skilled personnel. Notable accomplishments at Carver Companies include the assembly of one of the largest Heat Recovery Steam Generator modules ever moved in the U.S. and the assembly, transport and construction of the Tappanzee Bridge, the largest bridge project every attempted in NY. Stephen was born in Northern Ireland and relocated to Orange County, NY. He pursued a business administration curriculum at State University of New York (SUNY) and received certification as a Port Executive from the McDowell School.

August 16, 2018

2. CONSENT AGENDA

A. Warrant List

B. Minutes **July 24, 2018**

C. Budget Resolution

D. Port Insurance Renewals 2018-2019

E. Insurance Deductible Payment for Hurricane Irma Damages

F. Vendor Approval for Warehouse 10 Roof Sealing

G. Vendor Approval for Warehouses 3, 9 and 11 Roof Repair

RECOMMENDATION:

Move to approve the Consent Agenda incorporating the language as stated in the recommended motions on the cover sheets for the Consent Agenda items.

AP XXXXXXX	V019302	ABBOTT, PAUL SCOTT	281.25
AP XXXXXXX	V023321	AMERICAN EXPRESS TRAVEL RELATE	6.86
AP XXXXXXX	V109681	AMERICAN ROLL UP DOOR CO	1,447.75
AP XXXXXXX	P000270	APPICE, MATTHEW	169.59
AP XXXXXXX	V023254	ARCPOINT LABS OF SARASOTA	90.00
AP XXXXXXX	V118009	AT AND T	63.31
AP XXXXXXX	V013140	AT AND T MOBILITY	46.33
AP XXXXXXX	V019152	AUTOZONE	27.99
AP XXXXXXX	V024292	B AND H FOTO AND ELECTRONICS C	2,030.99
AP XXXXXXX	V004571	BATTERY USA INC	203.50
AP XXXXXXX	V004571	BATTERY USA INC	457.50
AP XXXXXXX	V004571	BATTERY USA INC	46.00
AP XXXXXXX	V170611	BOYD INSURANCE AGENCY INC	1,788.16
AP XXXXXXX	V171816	BP OIL COMPANY	31.50
AP XXXXXXX	V007624	BRIGHT HOUSE	1,175.25
AP XXXXXXX	P000278	BUQUERAS, CARLOS	4,166.60
AP XXXXXXX	V220945	CHEVRON USA CREDIT CARDS	30.85
AP XXXXXXX	V006422	COMMERCIAL FIRE AND COMMUNICAT	1,518.00
AP XXXXXXX	V006422	COMMERCIAL FIRE AND COMMUNICAT	5,095.00
AP XXXXXXX	V023756	COPIERSOURCE INTERNATIONAL INC	33.00
AP XXXXXXX	V010160	CURLIN INC	1,169.00
AP XXXXXXX	V006291	DEX IMAGING INC	268.97
AP XXXXXXX	V006291	DEX IMAGING INC	164.16
WT XXXXXXX	V334600	DIVISION OF RETIREMENT, FLORID	-95.20
AP XXXXXXX	V020796	DRYMON REFRIGERATION INC	246.26
AP XXXXXXX	V022096	ENTECH	814.00
AP XXXXXXX	V013397	ERO INC	325.48
ZP XXXXXXX	L017178	EVERGLADES FARM EQUIPMENT CO I	30.23
AP XXXXXXX	V323190	FASTENAL COMPANY	285.45
AP XXXXXXX	V324212	FEDERAL EXPRESS CORPORATION	9.94
AP XXXXXXX	V324212	FEDERAL EXPRESS CORPORATION	65.75
AP XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	16,330.33
AP XXXXXXX	V019619	FLORIDA POWER AND LIGHT COMPAN	200.53
AP XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	2,246.49
AP XXXXXXX	V021937	FRONTIER COMMUNICATIONS OF FLO	114.94
ZP XXXXXXX	L007982	FRONTIER LIGHTING INC	1,160.00
AP XXXXXXX	V021776	GLENNMAR SUPPLY LLC	115.93
AP XXXXXXX	V022245	GUYS HAULING AND DUMPSTER SERV	60.00
AP XXXXXXX	V011880	HAJOCA CORPORATION	39.00
WT XXXXXXX	V020386	HANCOCK BANK	37,072.45
AP XXXXXXX	V018000	HERNANDO,ELENA GARCIA	400.00
AP XXXXXXX	V023500	HOME DEPOT CREDIT SERVICES	90.92
AP XXXXXXX	V023500	HOME DEPOT CREDIT SERVICES	22.28
AP XXXXXXX	V017862	ID WHOLESALER	270.00
AP XXXXXXX	V021690	INDABA SOLUTIONS SL	746.25
AP XXXXXXX	V000060	JH WILLIAMS OIL CO INC	1,941.54

AP XXXXXXX	V000060	JH WILLIAMS OIL CO INC	4,224.83
AP XXXXXXX	V000060	JH WILLIAMS OIL CO INC	2,765.58
AP XXXXXXX	V015114	JOHNSTONE SUPPLY	45.17
ZP XXXXXXX	L507891	KEETONS OFFICE SUPPLY CO INC	161.10
AP XXXXXXX	V018272	LIGHT BULB DEPOT OF TAMPA	29.88
AP XXXXXXX	V013723	LOGISTEC USA INC	7,000.00
AP XXXXXXX	V022184	LOUIS PRYOR SUPPLY INC	327.22
AP XXXXXXX	V004489	LOWES HOME CENTER INC	56.96
AP XXXXXXX	V004489	LOWES HOME CENTER INC	200.46
AP XXXXXXX	V024291	MACKAY COMMUNICATIONS INC	4,717.25
AP XXXXXXX	V624140	MAGEE SIGN SERVICE INC.	2,653.69
ZP XXXXXXX	L625403	MAINTENANCE TOO PAPER CO INC	477.60
ZP XXXXXXX	L625403	MAINTENANCE TOO PAPER CO INC	451.42
AP XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	542.35
UT XXXXXXX	V004140	MANATEE COUNTY PUBLIC WORKS DE	6,504.83
AP XXXXXXX	V021692	MANATEE RIVERSIDE ROTARY CLUB	100.00
AP XXXXXXX	V013848	MARK SUPPLY INC	49.90
AP XXXXXXX	V018183	MODERN AIR AND REFRIGERATION	357.50
AP XXXXXXX	V018183	MODERN AIR AND REFRIGERATION	17.50
AP XXXXXXX	P000353	MORAVCHIK, DAVID C	96.00
AP XXXXXXX	V017759	MOWERS INC	316.08
AP XXXXXXX	V696537	NORTHSIDE AUTO PARTS	874.39
AP XXXXXXX	V696537	NORTHSIDE AUTO PARTS	133.42
AP XXXXXXX	V701905	OFFICE DEPOT INC	239.16
AP XXXXXXX	V701905	OFFICE DEPOT INC	264.05
AP XXXXXXX	V706455	ORKIN PEST CONTROL	933.50
AP XXXXXXX	V708015	OTIS ELEVATOR	2,706.57
AP XXXXXXX	V010854	P & T FILTER SALES INC	272.60
AP XXXXXXX	V018512	PCMG INC	1,730.30
AP XXXXXXX	V736427	PITNEY BOWES CREDIT CORP	500.00
AP XXXXXXX	V747003	PRO ACCESS SYSTEMS INC	392.89
AP XXXXXXX	V020765	R S AND H INC	15,239.25
AP XXXXXXX	V023690	RELIABLE WELDING AND STEEL SUP	2,150.00
AP XXXXXXX	P000289	SANFORD, DAVID	84.00
AP XXXXXXX	P000343	SANTOYO, ROXANA	460.13
AP XXXXXXX	V015633	SIEMENS INDUSTRY INC	7,965.00
AP XXXXXXX	V018549	SONITROL	577.17
AP XXXXXXX	P000213	ST PIERRE, DAVID M	149.00
WT XXXXXXX	V874841	STATE OF FLA DEPT OF REVENUE	8,593.52
AP XXXXXXX	V875019	STATE OF FLORIDA	817.64
AP XXXXXXX	V894828	SUNSHINE STATE ONE CALL	66.31
AP XXXXXXX	V906395	TERRY SUPPLY COMPANY	60.74
AP XXXXXXX	V005547	TROPIC SUPPLY INC	1,848.77
AP XXXXXXX	V004721	TWENTY FIRST CENTURY GROUP INC	5,000.00
AP XXXXXXX	V006904	UNITED REFRIGERATION INC	4,240.00
AP XXXXXXX	V006904	UNITED REFRIGERATION INC	131.90

AP XXXXXXX	V006904	UNITED REFRIGERATION INC	152.17
AP XXXXXXX	V024346	VADELUND, M LYNNE	4,765.40
AP XXXXXXX	V009667	VERIZON WIRELESS	1,597.21
AP XXXXXXX	V009667	VERIZON WIRELESS	102.36
AP XXXXXXX	V021915	WEBTIVITY MARKETING AND DESIGN	65.00
AP XXXXXXX	V021915	WEBTIVITY MARKETING AND DESIGN	300.00
AP XXXXXXX	V961411	WEST FLORIDA SUPPLY CO	107.54
AP XXXXXXX	V019987	WIMAUMA AUTO PARTS INC	238.34
AP XXXXXXX	V023510	WURTH ACTION BOLT AND TOOL CO	282.20
		Total warrants for period reported	176,939.98

MANATEE COUNTY PORT AUTHORITY
REGULAR MEETING
COUNTY ADMINISTRATIVE CENTER
1112 Manatee Avenue West
Bradenton, Florida
July 24, 2018
Meeting Video Link - https://www.youtube.com/channel/UCUlgjuGhS-qV966RU2Z7AtA

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
Vicki Ayles, Accounting Manager, Clerk of the Circuit Court
Robin Toth, Deputy Clerk, Clerk of the Circuit Court

Chairman Baugh called the meeting to order at 1:30 p.m.

AGENDA PA20180724DOC001

PUBLIC COMMENT

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

1. **DESIGNING OF LOADING DOCKS AT WAREHOUSE 2**

Carlos Buqueras, Executive Director, stated the Authority approved (3/15/18) RS&H, Inc., to prepare conceptual designs and evaluate two alternative locations for six additional loading docks at either Warehouse 2 or Warehouse 7, as part of the Cold Storage Warehouse Improvement Project. RS&H determined Warehouse 2 is the best location for the additional docks. Under the Port Manatee Professional Consulting Engineering Services Continuing Contract (10/16/14), RS&H submitted a fee of $140,012 for loading docks design, permitting and construction phase services.

A motion was made by Member DiSabatino and seconded by Member Trace, to approve and authorize the Chairman to execute Professional Services Authorization PSA 18-06 to RS&H, Inc., in the amount of $140,012, for the Warehouse 2 loading docks design, permitting and construction phase services, subject to the review and approval of FDOT.

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

The motion carried 7-0. PA20180724DOC002

2. **CONSENT AGENDA** PA20180724DOC003

A. **WARRANT LIST**
Accepted the Warrant Listing from June 6, 2018 through July 16, 2018 PA20180724DOC004

B. **MINUTES**
Approved minutes of June 12, 2018

C. **BUDGET RESOLUTION**
Adopted Budget Resolution PA-18-11 PA20180724DOC005

Budget Resolution PA-18-11 assigns the funds for Warehouse 2 Loading Docks Design (Agenda Item 1). Project cost is $140,012 and is funded 50 percent by FDOT.

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

A motion was made by Member DiSabatino, seconded by Member Trace, 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.

EXECUTIVE DIRECTOR COMMENTS

Carlos Buqueras, Executive Director, stated his comments are reserved for the next, regular meeting in August at the Port.

AUTHORITY COMMENTS

Authority Member Jonsson

- Stated he discussed with Mr. Buqueras a stress test of the Port's financial status and asked Mr. Buqueras to elaborate

Mr. Buqueras advised that staff has developed an outlook of Port revenue and capital expenses for the next five years, as well as a stress test of Port finances should a recession occur. Results are ready and Authority Members will be briefed. The information will be presented at the next, regular meeting in August at the Port.

Commissioner Benac

- Questioned details about the recent fire at the Port

Mr. Buqueras stated a large fuel tank containing palm oil, a bio-diesel, burned at the Port. Palm oil is almost organic in nature and there was no bio-hazard. The State will be conducting an inspection of the fire and whether a breach occurred. No other tanks were involved or compromised, and the Port resumed operations shortly thereafter.

The fuel terminal, operated by Transmontaigne, contracts with vendors of the palm oil and has responsibility for their perimeter, fire suppression and receiving assistance from the fire department. Transmontaigne is fully insured and plans to acquire a new tank.

Commissioner Smith

- Thanked Authority members, Port staff and Army Corps of Engineers for the work done on the Washington Park/88-acre project

Chairman Baugh

- Commended staff for all their work in keeping Port operations running smoothly

- Stated the budget materials for the July 31st meeting are on Authority Members desks and are also published on the e-agenda

ADJOURN

There being no further business, Chairman Baugh adjourned the meeting at 1:44 p.m.
Minutes Approved: _____

August 16, 2018

CONSENT
AGENDA ITEM 2.C.: BUDGET RESOLUTION

BACKGROUND:

This resolution budgets $281,800 for payment to SynergyNDS, Inc. for the Port's deductible on warehouses 2 and 8 for Hurricane Irma damages. Actual repairs paid by insurance totaled $303,916 and $656,924. It also budgets for the roof repairs to warehouses 3, 9, 10 and 11 in the amount of $281,115.

ATTACHMENT:

Budget Resolution PA-18-12.

COST AND FUNDING SOURCE:

Budgets $562,915 of port cash – it is expected a portion will be reimbursed by FEMA.

CONSEQUENCES IF DEFERRED:

Delay in budget allocations

LEGAL COUNSEL REVIEW: N/A

RECOMMENDATION:

Move to adopt Budget Resolution PA-18-12.

RESOLUTION PA-18-12
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY PORT AUTHORITY
FOR FISCAL YEAR 2017-2018

WHEREAS, Florida Statutes 129.06, authorizes the Manatee County Port Authority to amend its budget for the current fiscal year as follows:

a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.

b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.

c) Unanticipated revenues, including increased receipts for enterprise or propriety funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Manatee County Port Authority that the 2017-2018 budget is hereby amended in accordance with Section 129.06, Florida Statutes as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Item No.	Batch ID No.	Reference No.
1	BADS809A	BU18000410

ADOPTED with a quorum present and voting this the 16th day of August, 2018.

ATTEST: ANGELINA M. COLONNESO
CLERK OF CIRCUIT COURT

MANATEE COUNTY PORT AUTHORITY

_____

By: _____

BUDGET ADMENDMENT RESOLUTION NO. PA-18-12
AGENDA DATE: August 16, 2018

1) Fund: Port

Section: Maintenance

Description: Budgets a total of $562,915 of Port cash for the Port's insurance deductible related to Hurricane Irma damages to warehouse 2 and 8 and the repairs to warehouses 3, 9, 10 and 11 roof.

Batch ID: BADS809A Reference: BU18000410

August 16, 2018

CONSENT
AGENDA ITEM 2.D.: PORT INSURANCE RENEWALS 2018-2019

BACKGROUND:

In 2016, Port Manatee received property and casualty insurance proposals. The term was for one year with two one-year renewal options. This is year two of the renewals. Due to the timing of receiving the renewal quotes, certain premiums are estimated.

ATTACHMENT: N/A

COST AND FUNDING SOURCE:

Port Authority Budget for Fiscal Year 2018-19. Approximate amount is $342,275.

CONSEQUENCES IF DEFERRED:

Lapses in insurance coverage**.**

LEGAL COUNSEL REVIEW: N/A

RECOMMENDATIONS:

Move to approve the following insurance coverage for the Port Authority with possible increases/decreases due to changes in insurance coverage:

1. The Florida Municipal Insurance Trust (FMIT) for Real & Personal Property for a premium of $155,761. Boiler and Machinery and Crime included in Real & Personal Property coverage.

2. Boyd Insurance & Investment Services for Inland Marine, Vehicle Liability and Workers' Compensation for ***estimated*** premiums of $23,195, $8,836 and $39,983, respectively (*renewal quotes have not been received).*

3. McGriff, Seibels & Williams, Inc. for Port Liability - $74,500, Umbrella - $40,000, Public Officials (included in Port Liability) and Railroad (included in Port Liability).

August 16, 2018

CONSENT
AGENDA ITEM 2.E.: INSURANCE DEDUCTIBLE PAYMENT FOR HURRICANE IRMA DAMAGES

BACKGROUND:

On September 10, 2017, Port Manatee's warehouses 2 and 8 were damaged by Hurricane Irma. Damages included extensive roof damage to both warehouses. The Port's property insurance partner, SynergyNDS, Inc., coordinated the repairs. The cost of the repairs was $303,946 for warehouse 2 and $656,924 for warehouse 8 which was paid by the port's property insurance carrier. Port Manatee's insurance deductible for a named-storm is 3% of the insured building's value resulting in deductibles of $120,000 and $161,800. Port staff previously submitted assistance for the repairs to FEMA and it is expected that a percentage of the payment made for any Hurricane Irma repair will be reimbursed. Request is to approve the deductible payment to SynergyNDS, Inc. in the amount of $281,800.

ATTACHMENT:

Invoice No.'s 2017-8763-DED-1 and 2017-8763-DED-2

COST AND FUNDING SOURCE:

$281,800 – it is expected that a percentage of amount paid will be reimbursed by FEMA

CONSEQUENCES IF DEFERRED:

Delay in payment of insurance deductible

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve the payment to SynergyNDS Inc., in the amount of $281,800 for the insurance deductible for warehouses 2 and 8 damaged during Hurricane Irma.

INVOICE

INVOICE NO. 2017-8763-DED-2
DATE: 7/18/2018
CLAIM NO. GC2017088763

SynergyNDS - FMIT Recovery Program Manager

1400 Sarno Rd
Melbourne, FL 32907
(888)580-7080
admin@synergyid.com

TO
Manatee County Port Authority
Attn: Denise Stufflebeam
300 Tampa Bay Way
Palmetto, FL 34221

PROJECT DESCRIPTION	PAYMENT TERMS
Manatee County - Hurricane Irma Warehouse 2	Due on receipt

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Warehouse 2 - Location 016001			
Named Storm Deductible			**$120,000.00**
		TOTAL DUE	**$120,000.00**

Make all checks payable to: SynergyNDS, Inc.
YOUR RESOURCE. YOUR ADVOCATE. YOUR PARTNER.
FEIN: 47-4848546

Note: For Additional Questions &/or Concerns Regarding Your Deductible Obligation & Payment Application, Please contact:

Dave Cominsky
FLC Property & Claims
407-367-1753 Direct
dcominsky@flcities.com

INVOICE

INVOICE NO. 2017-8763-DED-1
DATE: 7/18/2018
CLAIM NO. GC2017088763

SynergyNDS - FMIT Recovery Program Manager

1400 Sarno Rd
Melbourne, FL 32907
(888)580-7080
admin@synergyid.com

TO
Manatee County Port Authority
Attn: Denise Stufflebeam
300 Tampa Bay Way
Palmetto, FL 34221

PROJECT DESCRIPTION	PAYMENT TERMS
Manatee County - Hurricane Irma Warehouse 8	Due on receipt

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Warehouse 8 - Location 006001			
Named Storm Deductible			**$161,800.00**
		TOTAL DUE	**$161,800.00**

Make all checks payable to: SynergyNDS, Inc.
YOUR RESOURCE. YOUR ADVOCATE. YOUR PARTNER.
FEIN: 47-4848546

Note: For Additional Questions &/or Concerns Regarding Your Deductible Obligation & Payment Application, Please contact:

Dave Cominsky
FLC Property & Claims
407-367-1753 Direct
dcominsky@flcities.com

August 16, 2018

CONSENT
AGENDA ITEM 2.F.: VENDOR APPROVAL FOR WAREHOUSE 10 ROOF SEALING

BACKGROUND:

Warehouse 10 is 140,000 square feet and was built in 2003. The warehouse was built with several skylights which are leaking. To prevent cargo damage, the skylights need to be coated and sealed. An Invitation to Bid was published on July 11, 2018 and included five alternate solutions. Port staff determined that alternate 4 was the best solution which seals all skylights with GacoPatch (standalone silicone). The bid opening was on August 7, 2018, and three vendors submitted bids. US Coating Specialists was the lowest, responsive bidder in the amount of $159,033.40.

ATTACHMENT:

Manatee County Port Authority Bid Tabulation

COST AND FUNDING SOURCE:

Port cash in the amount of $159,034

CONSEQUENCES IF DEFERRED:

Possible damage to cargo in warehouse 10

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve the issuance of a purchase order to US Coating Specialists in the amount of $159,033.40 for the repairs to warehouse 10 roof.

Manatee County Port Authority - BID TABULATION

PROJECT NAME: Warehouse # 10 - Roof Sealing Project

Bid Opening Location:
Port Administrative Offices
Conference Room # 1

PROJECT LOCATION: 1010 South Dock Street - Palmetto, FL 34221

PROJECT MANAGER: George F. Isiminger, Senior Director of Planning, Engineering and Environmental Affairs

Date:
August 7th, 2018

Time: 2:10 PM

Bids Opened By:
Sheila Neal
Bid Facilitator

Vendor / Company Information:	Bidder #1 **JAM 5:20, Inc** 9161 131st Place North Largo, FL 33773 (727) 288-2191	Bidder #2 **US Coating Specialists** 500 Farmers Market Road, Bay # 5 Fort Pierce, FL 34982 (772) 421-3253	Bidder #3 **Advanced Roofing** 8507 Sunstate Street Tampa, FL 33634 (813) 354-9896
	Scott Webber	Anthony Flett	Mike Landolfi
ALL BIDDER REQUIREMENT MET:	**Yes**	**Yes**	**Yes**
PREFORMANCE BOND	**Prior to Notice to Proceed**	**Prior to Notice to Proceed**	**Prior to Notice to Proceed**
ALTERNATIVE 1 - TOPPS Coating and Reinforcing entire area (inclusion of all specs)	No Bid	$ 149,822.60	No Bid
Timeline from Notice to Proceed		30 DAYS	
ALTERNATIVE 2 - Seal all skylights by covering with new panels, intergating new panels to with the existing roof using TOPPS Coating (inclusion of all specs)	No Bid	$ 249,354.00	No Bid
Timeline from Notice to Proceed		35 DAYS	
ALTERNATIVE 3 - Repair and warranty all skylight leaks with proposed method - to include full 5 year warranty on project. Repairs based on contractor proposed plans.	No Bid	No Bid	$ 1,257,875.00
Timeline from Notice to Proceed			95 DAYS
ALTERNATE # 4 - Seal skylights by installing GacoPatch coating to perimeter - to include full 5 year warranty (inclusion of all specs)	$ 159,878.00	$ 159,033.40	No Bid
Timeline from Notice to Proceed	30 DAYS	30 DAYS	
ALTERNATE # 5 - Seal all skylights by covering with new panels, intergating new panels to with the existing roof using GacoPatch Coating (inclusion of all specs)	$ 194,788.00	No Bid	No Bid
Timeline from Notice to Proceed	30 DAYS		

In Attendance: George Isiminger, MCPA, Sheila Neal, MCPA

Sheila Neal, Port Manatee
Bids Recorded By:

All Quotes / Proposals will be reviewed by Manatee County Port Authority officials. Manatee County Port Authority has the right to reject any and/or all Bids. Final Bid Awards will be announced/released via email within 20 Business Days.

August 16, 2018

CONSENT
AGENDA ITEM 2.G.: VENDOR APPROVAL FOR WAREHOUSES 3, 9 AND 11 ROOF REPAIR

BACKGROUND:

On September 10, 2017, Port Manatee's warehouses 3, 9, and 11 were damaged by Hurricane Irma. Damages included roof damage to all three warehouses. The cost to repair the roofs are less than the Port's property insurance deductible. Three quotes were solicited for each of the warehouses with Cropland Services, Inc. submitting the lowest quote on each warehouse. The lowest quote for warehouses 3, 9, and 11 are $51,875, $57,520, and $12,685.90, respectively. Port staff previously submitted assistance for the repairs to FEMA and it is expected that a percentage of the payment made for any Hurricane Irma repair will be reimbursed. Request is to approve Cropland Services, Inc. in the total amount of $122,080.90 for the roof repairs.

ATTACHMENT:

Purchase Requisition Port Manatee

COST AND FUNDING SOURCE:

$122,080.90 – it is expected that a percentage will be reimbursed by FEMA.

CONSEQUENCES IF DEFERRED:

Possible damage to cargo in the warehouses.

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve the issuance of a purchase order to Cropland Services, Inc. in the amount of $122,080.90 for the repairs to warehouses 3, 9 and 11.

PURCHASE REQUISITION PORT MANATEE

300 Tampa Bay Way, Palmetto, Florida 34221

Department:	Warehouse 3, 9, 11	Date:	August 16, 2018
Project:	Damage by Hurricane Irma	Time:	
Purpose:	Repair roof to prevent further damage	Request by:	Scott Davies
Allocation:	440-0017100-534000	**PO #** :	

Vendor #1:	**Cropland Services Inc.**	**Vendor #2:**	Advanced Roofing	**Vendor #3:**	Southeast Roofing
	7920 SR 60 E		8507 Sunstate St		6646 26th Ct E
	Bartow, FL 3830		Tampa, FL 33634		Sarasota, FL 34243
Phone	863-537-1111	Phone	866-365-6071	**Phone**	941-752-7888
Contact	Stephen DeHart	Contact		**Contact**	

Item	Qty	Description	Unit Cost	Unit Cost	Unit Cost	Total Cost
1	**1**	**Repair to warehouse 3 roof caused by Hurricane**	**51,875.00**	53,325.00	58,500.00	
		Irma - PW 67				
2	**1**	**Repair to warehouse 9 roof caused by Hurricane**	**57,520.00**	$59,320.00	$77,530.00	
		Irma - PW 98				
3	**1**	**Repair to warehouse 11 roof caused by Hurricane**	**12,685.90**	$13,835.00	$19,500.00	
		Irma - PW 159				
			$ 122,080.90	126,480.00	155,530.00	
					TOTAL:	**$122,080.90**

Pending Port Authority Approval - 08-16-18

August 16, 2018

AGENDA ITEM 3.: CARVER MARITIME, LLC LEASE

BACKGROUND:

On November 1, 2017, 10 acres of port property previously leased for 10 years became available due to non-renewal. A term sheet of the available property was sent to several potentially interested parties. Two official responses were received with Carver Maritime, LLC (Carver) meeting all the minimum requirements of the term sheet. Carver is a privately-owned bulk/break-bulk terminal operator pursuing new markets and industries in which to grow. Carver will use the premises for the handling of various cargos and has signed a 5-year lease, with three five-year renewals, commencing on October 1, 2018. The lease includes a minimum annual guarantee (MAG) of 150,000 short tons in year two and 300,000 short tons in years 3-5. The request is to approve the lease between Port Manatee and Carver.

ATTACHMENT:

Port Manatee and Carver Maritime, LLC Lease

COST AND FUNDING SOURCE:

N/A.

CONSEQUENCES IF DEFERRED:

Delay in lease commencement

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve and authorize the Chairman, on behalf of the Port Authority, to execute the Port Manatee and Carver Maritime, LLC Lease.

PORT MANATEE AND CARVER MARITIME, LLC LEASE

THIS Port Manatee and Carver Lease Agreement ("Lease") made and entered into by and between the MANATEE COUNTY PORT AUTHORITY, a political entity of the State of Florida, with its principal place of business located at Port Manatee, 300 Tampa Bay Way, Suite One, Palmetto, Florida 34221, ("Authority") and CARVER MARITIME, LLC, a limited liability company duly organized and existing under the laws of the State of New York and authorized to do business in the State of Florida, with a place of business located at 494 Western Turnpike Altamont, NY 12009, ("Lessee"), hereinafter the "Parties."

WHEREAS, the Authority owns and operates a public seaport facility in the northwestern portion of Manatee County, Florida, known as "Port Manatee" and is seeking to encourage, develop and stimulate the flow of waterborne commerce through Port Manatee, and

WHEREAS, the Lessee is desirous of leasing from the Authority a portion of the real property at Port Manatee, and it is expedient and to the best interests of the Authority to lease the property to the Lessee upon the terms and conditions set forth in this Lease, and

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained in this Lease, it is agreed by and between the Parties as follows:

1. RECITALS. The above recitals are true and correct and agreed to by the Authority and Lessee as if such recitals were fully set forth in the Lease.

2. DEMISED PREMISES. The Authority does demise, let and rent unto the Lessee and the Lessee shall hire and take as tenant approximately 10 acres of real property located in Manatee County, Florida identified as a portion of Port Manatee, the legal description of which is attached and made a part of this Lease as Exhibit "A", to have and to hold the same for the terms set forth below. The 10 acres of real property, office trailer, and conveyor defined in the paragraph of this Lease entitled "Conveyor System" will be collectively referred to as the "demised premises." In accordance with the Master Plan, the Authority agrees, covenants and warrants the Lessee to peacefully occupy, have, use, hold

and quietly enjoy the demised premises subject to the provisions of this Lease. The Lessee agrees to use the demised premises so as not to interfere with, interrupt, or impact the use or operation of any other tenant, user, or customer at Port Manatee. The demised premises are leased and accepted by Lessee in its current "As Is-Where Is" condition with Authority making no warranties as to fitness and Lessee acknowledges that it has had adequate opportunity to inspect and test the demised premises prior to entering into the Lease.

3. PURPOSE. The Lessee shall use the demised premises for the purpose of distributing, loading, processing, selling, stockpiling, storing and unloading crushed stone, slag, sand, gravel, lightweight aggregate, and any dry bulk, break bulk, or project/heavy lift cargo, approved by the Authority, consent of the Authority not to be unreasonably withheld. The Lessee shall also use the demised premises for constructing, installing and operating offices, maintenance shops, buildings, equipment, machinery, material handling systems, roadways and other related facilities, and such other customarily associated activities. Additionally, if the Lessee intends to use the demised premise for any purpose other than those defined above, the Lessee shall first obtain approval of the Authority before beginning such use. The demised premises will not be used for any unlawful purposes and the Lessee will not use the demised premises in such a manner as to create a nuisance or otherwise violate any law, rule, or regulation and the Lessee will neither suffer nor commit any waste of the demised premises.

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4. TERM. The duration or term of this Lease commences on October 1, 2018, and terminates in five (5) years on September 30, 2023 ("Initial Term"), unless otherwise extended as provided in this Lease. The term of this Lease may be extended for 3 five-year extensions. To extend the term, the Lessee must notify the Authority in writing no later than 60 days prior to the expiration of the then existing term of this Lease and the Authority consents to the extension.

5. RENT. The Lessee shall pay to the Authority rent for the demised premises, payable monthly in advance together with any applicable Florida sales taxes on rent payable at the same time. The rent for the demised premises is as follows:

- Years 1-3: $2,600 per acre per month

- Years 4-5: $3,600 per acre per month

Should the Lessee exercise its option to extend the duration or term of this Lease as set forth in the paragraph of this Lease entitled "Term," the annual rent for each year during the extended term(s) will be as follows:

- Years 6-10: $4,417 per acre per month
- Years 11-15: the amount of the increase will be determined by multiplying the annual rent by the percentage of change and the most recently published U.S. Department of Labor All Urban Consumer Price Index ("CPI-U"), all items, not to exceed three percent (3%) in any five (5) year lease period. The percentage change will be computed by comparing index figures published for the month closest to the Lease year anniversary date with the same month of the preceding fifth lease year. For example, if the Lease commencement date is October 1, 2018, the adjustment for the annual rental due on October 1, 2023 will be calculated by using the index published for the most recent month available prior to October 1, 2018 and comparing it to the index published for the same month of the year 2023 subject to the 3% percent cap. The index to be used will be the most recently published U. S. Department of Labor, All Urban Consumer Price Index. Annual rent on an extended term must never be less than $4,417 per acre per month and will only increase in accordance with the above formula.
- Years 16-20: The rent will be an amount equal to ten percent (10%) of the fair market value of the demised premises as determined by the most recent appraisal obtained by the Authority of the fair market value of all of the real property at Port Manatee in accordance with the paragraph of this Lease entitled "Appraisals," but will not exceed twenty-five percent (25%) of annual rent paid during the preceding five-year period.

6. APPRAISALS. The Authority represents to the Lessee that the Authority has all of the real property appraised periodically to determine its fair market value. The Authority, at its expense and as a part of any subsequently obtained appraisal of all of the real property at Port Manatee, shall cause the

demised premises to be appraised to determine the fair market value of the demised premises exclusive of all facilities and improvements constructed or installed on the demised premises by the Lessee to determine the annual rent to be paid by the Lessee to the Authority during any extended term of this Lease. The Authority shall cause a copy of the most recent of said appraisal report that includes the demise premises to be furnished to the Lessee at three (3) months prior to the expiration of the then current term of this Lease. If the Lessee disagrees with the appraisal report for the demised premises prepared for the Authority, the services of the second appraiser may be obtained by the Lessee, at its own expense, and the appraiser for the Authority and the appraiser for the Lessee shall together select a third appraiser. Appraisal reports covering the demised premises must be made by each of these appraisers for the purposes set forth in this Lease and copies of the appraisals must be made available to the Authority and the Lessee. The three appraisal reports will be considered together and the average market value of the demised premises set forth in the two appraisal reports having the closest market value will constitute the market value of the demised premises per acre for the purpose of calculating the amount of rent to be paid by the Lessee to the Authority for any such extended term of this Lease. All such appraisers must be members of the Institute of American Appraisers or an organization having substantially equivalent qualifications for membership. Each party shall pay the fees and charges of its appraiser and the fees and charges of the third appraiser will be born fifty percent (50%) by each party. In lieu of the foregoing, the parties may agree in writing to waive the appraisal procedure and agree to the amount of the rent to be paid by the Lessee to the Authority for the demised premises.

7. ADDITIONAL LANDS/FIRST RIGHT OF REFUSAL. For and in consideration of the mutual covenants contained in this Lease and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Authority does grant to Lessee, and Lessee accepts, the first right of refusal to acquire a leasehold interest in the approximately 7 acres of certain real property located in Port Manatee more particularly identified and described in Exhibit B attached and made a part of this Lease (the "Additional Lands") to be used for the purposes described in the paragraph of this Lease entitled "Purpose." As of the effective date of this Lease, the Additional Lands are under lease by another tenant at Port Manatee, and that tenant's lease expires on August 6, 2020. In the event that Lessee exercises its first right of refusal, the Authority shall demise, let, and rent unto Lessee, and Lessee will in such event hire and take as tenant, the Additional Lands, pursuant to the terms subsequently negotiated and agreed to by the Parties. By no later than sixty (60) days prior to the

expiration of the tenant's lease of the Additional Lands (June 6, 2020), Lessee will notify the Authority in writing if it is interested in leasing the Additional Lands. If written notice of the Lessee's desire to exercise its first right of refusal is received by the Authority by June 6, 2020, then the Parties shall enter negotiations for the terms and conditions of the lease of the Additional Lands. Unless otherwise extended by the Parties in writing, if the Parties have not entered into a lease for the Additional Lands by August 7, 2020, then it is deemed that Lessee has refused to lease the Additional Lands and the Authority may lease the Additional Lands to anyone it chooses. If written notice is not received by June 6, 2020, and then it is deemed that Lessee has refused to lease the Additional Lands and the Authority may lease the Additional Lands to anyone it chooses.

8. IMPROVEMENTS. The Lessee may construct, install or locate upon the demised premises and operate any improvements consistent with the paragraph of this Lease entitled "Purpose." The Lessee shall submit to the Authority for approval the plans and specifications for all improvements prior to commencing the construction and installation of the improvements upon the demised premises. The Authority shall make a determination of whether the plans and specifications evidence an improvement(s) consistent with the goals, master plan, and objectives of Port Manatee and do not conflict with any of the activities and facilities at Port Manatee in accordance with the following timeframes:

- 5 business days (if no additional information is required) for any improvement under $50,000 in value that does involve building construction; if additional information is required, such request will be made within 5 business days and a determination will be made 5 business days after receipt of sufficient additional information.
- 10 business days (if no additional information is required) for any improvement over $50,000 in value that does not involve building construction; if additional information is required, such request will be made within 10 business days and a determination will be made 10 business days after receipt of sufficient additional information.
- 20 business days (if no additional information is required) for any building construction proposed; if additional information is required, such request will be

made within 20 business days and a determination will be made 20 business days after receipt of sufficient additional information.

The Lessee shall not commence the construction or installation of any improvements without approval by the Authority and Authority approval will not be arbitrarily or unreasonably withheld or delayed. Approvals will be deemed granted by the Authority if the Authority finds that such plans and specifications evidence an improvement or improvements consistent with the goals, Master Plan and objectives of Port Manatee, do not conflict with any of the activities and facilities at Port Manatee, and for which the County of Manatee, a subdivision of the State of Florida, is willing to issue a building permit, construction permit, development order, or other appropriate approval for the construction of the particular improvement or improvements. Before Lessee commences use of the improvements, the Lessee shall furnish in a format specified by the Authority at least one complete set of the as-built or record drawings and specifications for the completed improvements to indicate the extent, location, and size for the records of the Authority in connection with operations at Port Manatee.

9. IMPROVEMENT REMOVAL AND LAND RESTORATION. The Parties recognize that certain permanent improvements to be constructed, erected, or installed upon the demised premises may be of permanent benefit to the Authority upon the expiration of the term of this Lease. At least sixty (60) days prior to the expiration of the term of this Lease, the Authority shall notify the Lessee in writing of the extent and location of any such permanent improvements that the Authority wants to remain in existence subsequent to the expiration or termination of this Lease, the Lessee shall not take any action for the destruction or removal of those permanent improvements. Any such designated permanent improvements not destroyed or removed by the Lessee will be a part of the demised premises and becomes the property of and owned by the Authority upon the expiration or termination of this Lease. All other permanent improvements not designated by the Authority, together with all equipment, furnishings, furniture, machinery and other items of personal property, must be removed by the Lessee at no cost or expense to the Authority prior to the expiration or termination of this Lease and the demised premises must be cleared, cleaned and restored by the Lessee to at least the condition as existed upon the commencement of this Lease or as otherwise specified in the paragraph of this Lease entitled "Conveyor System" of this Lease.

10. APPROVALS AND PERMITS. The Lessee shall obtain all necessary building or construction approvals, development orders and permits required and issued by an appropriate governmental regulatory agency in connection with the improvements identified in the paragraph of this Lease entitled "Improvements" at no cost, expense, liability, or obligation to the Authority.

11. EXISTING CONDITIONS. Subject to the provisions of the paragraph of this Lease entitled "Environmental Protection," the Lessee accepts the demised premises in its existing condition as of the date of this Lease and shall be solely responsible for all site clearance, site preparation, soil removal and soil replacement as a part of the construction or installation of the improvements provided for in this Lease at no cost or expense to the Authority. The Authority shall, to the extent same are available to it, furnish to the Lessee any documentation or other information it may have relating to said existing conditions without guaranteeing or warranting the accuracy or completeness of the documentation, including the letter from Stantec regarding Aboveground Storage Tank Assessment Report dated January 17, 2018 and the letter from the Florida Department of Environmental Protection regard Site Rehabilitation Completion Order with Conditions dated September 24, 2014, both of which was provided to Lessee during negotiations of this Lease.

12. EXISTING FACILITIES. This Lease and the right of the Lessee to the possession and use of the demised premises are subject to any existing electric lines, telephone lines, water and sewer lines or mains. Lift stations, substations and other utility facilities located through, under or upon the demised premises and the Authority, Florida Power & Light Company or its successor in interests, Frontier Communications Company or its successor in interests, Manatee County Public Works Department, U.S. Coast Guard, U.S. Department of Agriculture and their agents, employees, servants and subcontractors will have access to such facilities to the extent necessary for the operations, maintenance and repair of the facilities.

13. WHARFAGE. In accordance with Item 335 of the Port Manatee Tariff, the Lessee shall pay to the Authority wharfage (not non-waterborne freight) rates for each short ton (2,000 pounds), hereinafter referred to as "ton" or "tons," of cargo exported, imported, transported, or otherwise passing through Port Manatee by waterborne commerce, railroad train, or truck to or from the demised premises. From the commencement of the duration or term of this Lease, the wharfage rate will be at the then-current

tariff rate. During the first year of this Lease, Lessee will be exempt from paying wharfage for the importation of any equipment used for improvement to or operations of the demised premises.

14. MINIMUM ANNUAL GUARANTEED TONNAGE. Regardless of the amount of short tons (2,000 pounds) of cargo actually shipped through Port Manatee by Lessee during the Initial Term or any extended term, Lessee guarantees that the following amount of short tons will be paid by Lessee to the Authority ("minimum annual guarantee" or "MAG"):

- Year 1 – 0 short tons
- Year 2 – 150,000 short tons
- Year 3-5 – 300,000 short tons each year
- Year 6+ - see below.

Any MAG shortfall will be at a blended wharfage rate of $.80 per short ton. With each renewal option, the MAG shortfall wharfage rate will be increased 4 percent. In the event the Authority, due to berth congestion, is unable to dock a vessel transporting the Lessee's cargo on the day the cargo arrives at Port Manatee, then the Authority adjust the MAG as defined in the paragraph of this Lease entitled "Force Majeure and Abatement of Payments" in this Lease.

Upon the expiration of each year of the term of this Lease, an accounting will be made as to the actual amount of wharfage charged by the Authority and paid by the Lessee for each particular year, and the Lessee shall pay within 30 days thereafter any difference remaining due between the amount of the wharfage actually paid and the amount of guaranteed wharfage for that particular year. In the event the Lessee elects to exercise its option to extend the term of this Lease set forth in the paragraph of this Lease entitled "Term," the parties shall negotiate the MAG for each extension period prior to commencement and the MAG must not be more than 350,000 short tons per year or less than 300,000 short tons per year for any extended term(s)

15. TRUCK SCALES. The Lessee shall utilize the truck scales located at Port Manatee and operated by the Authority for the purpose of weighing truckloads of cargo of the Lessee arriving at or departing from Port Manatee. Each such truck will be weighed empty of cargo at times and with a frequency consistent with the Lessee's normal business practices and will be weighed loaded with cargo as the truck enters/departs Port Manatee. The Lessee shall pay to the Authority the rates provided in

the then current Port Manatee Tariff. If Lessee installs truck scales as an improvement to the demised premises, then Lessee can utilize its truck scales for Lessee's cargo only.

16. CONVEYOR SYSTEM. A high-speed conveyor system is part of the demised premise and the conveyor system includes a 1,440-foot-long conveyor with a 60-inch belt that can transfer aggregate materials at rate of at least 2,000 tons per hour and up to 4,000 tons per hour ("Conveyor System"). As of the effective date of this Lease, the Conveyor System required repairs, including, but not limited to, the replacement of six new belts (which must be vulcanized), replacement of idlers (approximately 400) used to support the conveyor belt and the load carried on the belt, and repairs to the transfer points and conveyor drives. After the bid for the property was issued and prior to the effective date of this Lease, the Conveyor System unexpectedly suffer a minor amount of damage ("Minor Damage"), which is more particularly described in Exhibit C. Lessee agrees to obtain an itemized estimate for the repair of the Minor Damage ("Lessee's Estimate") and present it to the Authority for approval within ninety (90) days of the effective date of this Lease. Within fifteen (15) business days from the receipt of the Lessee's Estimate, the Authority either shall accept the Lessee's Estimate or have obtained its own itemized estimate for the repair of the Minor Damage. The Authority shall pay either the accepted Lessee's Estimate or its own itemized estimate for the repair of the Minor Damage and the Lessee shall repair the Minor Damage. The Parties agreed that, in exchange for the reduced rent evidenced in the paragraph of this Lease entitled "Rent," Lessee would make these repairs and all other necessary repairs to have the Conveyor's System in good working order (fully function for its intended purpose as described above), as determined by the Authority. Lessee agrees to make the repairs and have the Conveyor System ready for Authority inspection by no later than twelve months after the effective date of this Lease, and Authority agrees to not unreasonably withhold or delay approval of the Conveyor System. Once the inspection is complete and the Authority approves the Conveyor System ("Approval Date") and throughout the term of this Lease, Lessee, at its sole expense, shall be responsible for all maintenance and repairs of the Conveyor System. At the expiration or termination of this Lease, Lessee shall return the Conveyor System to the Authority to at least the same condition as on the Approval Date.

17. SIGNS. The Lessee at its sole expense and risk, but in conformity with all requirements of federal, state, and local law and regulations and, subject to the prior written approval by the Authority

(which approval will not be unreasonably withheld or delayed), may erect signs upon the demised premises and other appropriate places adjacent to road and thoroughfares within Port Manatee.

18. MAINTENANCE. Except as otherwise provided in the paragraph entitled "Conveyor Systems" in this Lease, the Lessee shall cause the demised premises to be duly maintained and kept up throughout the duration or term of this Lease to the extent necessary to maintain the demised premises in a safe, tenantable and workable condition, including the making of any repairs necessary to the demised premises due to damage done by any act, default, negligence or omission of the Lessee, its agents, employees, invitees, patrons, servants or any other persons whomsoever under the control of the Lessee.

19. UTILITIES. The Authority shall arrange for and pay for the necessary facilities to provide electrical, water and wastewater services to the demised premises, including all connection fees, facility investment fees, impact fees, or other similar charges required by the various utility companies or utility systems for commencing service. The Lessee shall arrange for and pay for all utilities, including initial deposits and other similar charges required by the various utility companies or utility systems for commencing service and for providing service (including, but not limited to, electrical consumption related to high voltage, portable or semiportable high voltage equipment, etc.) throughout the duration or term of this Lease.

20. EASEMENT(S). Authority reserves the right to maintain such easements on the demised premises as may now or in the future be determined to be necessary to serve the needs of Port Manatee, and Lessee agrees to take the demised premises subject to said easement requirements. Such easements may be used for, among other things, ingress and egress for other lessees, the installation of water distribution, sewage collection, underground electrical and telephone conduits, above ground street lighting, and power poles. However, it is understood and agreed that Authority will restore any improvements, which Lessee has made, if such improvements are damaged by any installation made by Authority. Furthermore, Authority shall take reasonable steps to insure that any such installation be the least disruptive to Lessee's operations. As of the effective date, the Authority does not envision needing any easements on the demised premises in constructing Berths 1, 2, and 3 in accordance with the Port Manatee Master Plan. If, in planning to construct or constructing Berths 1, 2, and 3, the Authority determines a need for any easement on the demised premises which would disrupt the

Lessee's operations on the demised premises, then the Authority shall mitigate such disruption through alternative facilities/acreage, rent discounts, or any other appropriate method of mitigation as determined by the Authority.

21. COMMON AREAS. Subject to the restrictions set forth in the paragraph of this Lease entitled "Security" in this Lease, Lessee and its employees and customers will have the nonexclusive right during the term of this Lease to use the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, and all other areas designated by Authority from time to time, for use by any tenants of the Port (collectively, the "Common Areas"), in common with Authority, other tenants of the Port, and other persons designated by the Authority.

22. SECURITY. The Authority is subject to minimum standards, procedures and requirements imposed by federal and state laws and regulations, rules, policies, and procedures in effect from time to time concerning security at Port Manatee, including the U.S. Maritime Transportation Security Act of 2002; Title 33, parts 101 and 105 of the U.S. Code of Federal Regulations; Chapter 311 of the Florida Statutes; and the security provisions of all tariffs in effect at Port Manatee, each as amended, supplemented, restated or otherwise modified from time to time, in connection with the security of Port Manatee as a seaport. Port Manatee consists of various facilities operated by the Authority and various facilities operated by lessees pursuant to leases with the Authority, and the security of facilities operated by the Authority and facilities operated by the Lessee pursuant to this Lease are beneficial to both parties necessitating that there be a degree of cooperation between the Authority and the Lessee. The Lessee shall comply with all of the provisions of the above-mentioned laws and regulations applicable to the demised premises and to the activities and operations of the Lessee at Port Manatee.

23. ACCESS. Subject to the restrictions set forth in the paragraph entitled "Security" in this Lease, the Authority grants the Lessee a continuous (24 hours per day, 7 days a week) right of ingress and egress through Port Manatee to the demised premises and berthing facilities. The Authority shall have free access to the demised premises at reasonable times and hours for the purpose of examination and inspection of the demised premises and all improvements located on the demised premises and for conducting the routine business and operations at Port Manatee.

24. TARIFF. To the extent the rates, rules, and regulations of the Authority set forth in the then current Port Manatee Tariff are not in conflict with or in degradation of the terms and conditions of this Lease, the Lessee, throughout the term of this Lease shall abide by and comply with all of the rates, rules, and regulations of the Authority set forth in the then current Port Manatee Tariff as published by the Authority. The covenant by the Lessee to abide by and comply with the Port Manatee Tariff was a material inducement for the Authority to enter into this Lease constituting substantial consideration to the Authority for this Lease, and any failure by the Lessee to fully abide by and comply with the then current Port Manatee Tariff, may at the option of the Authority constitute a default by the Lessee entitling the Authority to exercise any or more of the remedies set forth in the paragraph of this Lease entitled "Events of Default." The Lessee acknowledges receipt from the Authority of a copy of the current Port Manatee Tariff.

25. TAXES AND LICENSE FEES. The Lessee shall pay any and all ad valorem taxes, special assessments, tangible and intangible personal property taxes, sales tax, use taxes, license fees, and any other tax, fee, or charge which may be levied or assessed against any portion of the demised premises or imposed in connection with the activities and operations of the Lessee upon any portion of the demised premises or in connection with the possession of any portion of the demised premises by the Lessee. Lessee shall have the right to contest the amount or validity, in whole or part, of any ad valorem tax or special assessment or to seek a reduction in the valuation of demised premises as assess for real estate property tax purposes by appropriate proceedings diligently conducted in good faith (but Lessee may continue to pursue such contest past the final due date for such tax only after payment of such tax). The Authority shall not be required to join in any proceedings referred to in this paragraph unless required by law, in which event the Authority shall, upon written request by Lessee, join in proceedings or permit the proceeding to be brought in its name. Lessee covenants that the Authority shall not suffer or sustain any costs or expenses (including, but not limited to attorneys' fees) or any liability in connection with any such proceedings and Lessee agrees to pay all such costs and expenses. No consent to join in proceedings or permit the proceedings to be brought in its name will subject the Authority to material civil liability or the risk of any criminal liability.

26. ENVIRONMENTAL MATTERS. The Lessee shall comply with all federal, state, regional, county and local government laws, statutes, ordinances, rules and regulations applicable to its activities

and operations on the demised premises, including but not limited to, the Port Manatee Master Plan, Memorandum of Agreement for Land Use Controls between the Authority and Florida Department of Environmental Protection dated May 12, 2014, agency agreements, rules and regulations of general application at Port Manatee, adopted by the Authority, which are not in degradation of any rights granted to the Lessee under the terms of this Lease. The Lessee shall not allow, cause, condone, license, permit, or sanction any activities, conduct, or operations on the demised premises that enable or result in any contaminants, hazardous materials or substances, pollutants, toxic materials or substances or other waste (hereinafter collectively referred to as "substances") to be accumulated, deposited, placed, released, spilled, stored, or used upon or under any portion of demised premises contrary to or in violation of any of said laws, statutes, ordinances, rules, and regulations.

A. The Authority shall have the right at any time to examine or inspect the demised premises for any reason, including, but not limited to, performing an Environmental Site Assessment and determining the existence of said substances, during the normal business hours of the Lessee with reasonable notice to the Lessee and at no cost or expense to the Lessee.

B. The Lessee shall immediately notify the Authority of any accumulation, deposit, placement, release, spill, storage, or use of any of said substances upon or under the demise premises. Such notification will be in addition to and will not replace any notice required by applicable laws.

C. The Authority shall have the right, in its sole discretion, to cause an environmental assessment, audit, or survey to be conducted or made of the demised premises by a competent qualified environmental consultant or engineer on substantially the same basis and using the same criteria as any Environmental Site Assessment carried out under subparagraph A above, identifying the existence and the levels or quantities of any of the above mentioned substances on or under any portion of the demised premises during a time period between 60 and 90 days prior to the expiration of the term of this Lease. A copy of any written assessment, audit, or survey obtained by the Authority pursuant to the provisions of this subparagraph must be immediately furnished to the Lessee. If any worsening of the environmental condition of the demised premises attributable to the Lessee from that disclosed in any Environmental Site Assessment Reported carried under subparagraph A above is evident from this written assessment, audit, or survey, the Lessee shall cause any necessary action to be immediately taken to remediate such worsening. After the expiration of the Lease term, unless otherwise

agreed by the Authority and the Lessee, the Lessee will be deemed to be "holding over" until the remediation has been completed to the satisfaction of the Authority or any applicable regulatory agency. The Lessee shall pay to the Authority rent in accordance with the paragraph of this Lease entitled "No Holding Over" of this Lease, together with any applicable Florida sales taxes, for each and every month during the time the Lessee is holding over due to required remediation. The Lessee shall not conduct any activities or operations upon the demised premises during the time this remediation of the demised premises is being completed to the extent required by the applicable regulatory agencies without the express written consent of the Authority.

D. In the event any federal, state, regional, county, or local governments governmental authority with jurisdiction to enforce or regulate the construction and operation of the facilities of the Lessee determines that there is any significant or substantial deviation from the conditions, restrictions, and limitations set forth above or any provisions of applicable environmental laws, statutes, ordinances, rules, regulations, agency agreements, or requirements of any such federal, state, regional or county governmental authority (hereinafter referred to as "violation"), the Authority shall have the right, upon providing due notice to the Lessee, to require a hearing before the Authority for the purpose of determining the cause and extent of the violation and to issue a notice to the Lessee to correct such violation within thirty (30) days or within such period of time as may be reasonable under the circumstances, such period of time to be determined by the Authority. In the event the Lessee fails to correct the violation within the period determined by the Authority, then and in that event, the Authority shall have the right to terminate the operation of any such facilities by the Lessee until such violation has been corrected or take such lawful action as may be appropriate under the circumstances.

E. The remedies granted to the Authority in this Lease are in addition to all other remedies which may be available to the Authority under the laws of the United States and the State of Florida and nothing in this Lease will be construed as limiting the remedies of the Authority or any federal, state, regional, county, or local government governmental authority with jurisdiction to regulate the construction and operation of the facilities.

F. Nothing in this Lease will be construed to impair or limit the lawful rights of the Lessee to challenge or contest any such applicable laws, statutes, ordinances, rules, regulations, or requirements.

G. Throughout the term of this Lease, Lessee shall not use, generate, release, discharge, store, dispose, or transport any substances in, under, in, above, to, or from the demised premises in any manner other than in strict compliance with all applicable laws. If Lessee's activities at the demised premises or Lessee's use of the demised premises (a) result in a release of substances that are not in compliance with applicable laws or permits issued thereunder; (b) gives rise to any claim or requires a response under applicable laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Lessee shall, at is sole cost and expense: (i) immediately provide verbal notice thereof to Authority as well as notice to Authority in the manner required by this Lease, which notice must identify the substances involved and the emergency procedures taken or to be taken to remove and abate the condition; and (ii) promptly take all action in response to such situation required by applicable laws, provided that Lessee shall first obtain Authority's approval of the non-emergency remediation plan to be undertaken, which plan must be to the satisfaction of Authority in its reasonable discretion. If Lessee fails to promptly take action to contain, remove or remediate, as appropriate, the substances, Authority will be entitled to take all actions that it deems appropriate to contain, remove or remediate the substances released in a manner that is not in compliance with applicable laws, at Lessee's sole expense and Lessee shall immediately reimburse Authority for all such reasonable expenses due upon demand. In the event that Authority has reasonable evidence that substances were used, generated, released, discharged, stored or disposed by Lessee at the demised premises in violation of applicable laws, Authority will have the right to perform or cause to be performed environmental audits of the property, at Lessee's expense, in and around the demised premises to determine whether any violation of applicable laws occurred. Lessee shall fully cooperate in the performance of such environmental audits.

27. LESSEE'S INSURANCE. During the term of the Lease, the Lessee shall provide, pay for, and maintain with insurance companies satisfactory to the Authority, the types of insurance described in this Lease.

1.01 All insurance must be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance must be performable in Manatee County, Florida, and must be construed in accordance with the laws of the State of Florida.

1.02 The Authority shall be included as an Additional Insured on the Lessee's Commercial General Liability, Umbrella Liability, and Business Automobile Liability policies and provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision).

1.03 The Lessee shall deliver to the Authority, within 5 days of execution of this Lease and prior to possessing the demised premises, properly executed "Certificate(s) of Insurance," setting forth the insurance coverage and limits required in this Lease. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In the event of a claim, certified, true, and exact copies of the insurance policies required in this Lease must be provided to the Authority, if requested by the Authority.

1.04 The Lessee shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment.

1.05 The Lessee authorizes the Authority and its insurance consultant to confirm all information furnished to the Authority with the Lessee's insurance agents, brokers, surety, and insurance carriers.

1.06 All insurance coverage of the Lessee shall be primary to any insurance or self-insurance program carried by the Authority. The Authority's insurance or self-insurance programs or coverage must not be contributory with any insurance required of the Lessee in this Lease.

1.07 The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Lease does not constitute approval or agreement by the Authority that the insurance requirements in the Lease have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Lease requirements.

1.08 No work or occupancy of the demised premises may commence unless and until the required Certificate(s) of Insurance are in effect.

1.09 The insurance coverage and limits required of the Lessee under this Lease are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for the Lessee. The Lessee alone shall be responsible for the sufficiency of its own insurance program. Should the Lessee have any question concerning its exposures to loss under this Lease or the possible insurance coverage needed therefore, it should seek professional assistance.

1.10 The Authority and its tenants may continue to operate their businesses on the Authority's premises during the activities of the Lessee. No property used in connection with their activities may be considered by the Lessee's insurance company as being in the care, custody, or control of the Lessee.

1.11 Should any of the required insurances specified in this Lease provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Lessee shall be fully responsible for the deductible, self-insured retention, self-insured amount or any other amounts not payable by the Lessee's insurers.

1.12 Lessee shall give the Authority thirty (30) days advance written notice of any

cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Lease, except for the application of the Aggregate Limits Provisions.

1.13 Renewal Certificate(s) of Insurance must be provided to the Authority at least ten (10) days prior to expiration of current coverage.

1.14 If the Lessee fails to provide or maintain the insurance coverage required in this Lease at any time during the term of the Lease, the Authority may terminate or suspend this Lease.

1.15 If the Lessee utilizes contractors or sub-contractors to perform any work on Authority property, the Lessee will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Lessee. In addition, the Lessee will ensure that the contractors and sub-contractors insurances comply with all of the insurance requirements specified for the Lessee contained within this Lease. The Lessee shall obtain Certificates of Insurance comparable to those required of the Lessee from all contractors and sub-contractors. Such Certificates of Insurances must be presented to Authority upon request.

SPECIFIC INSURANCE COVERAGES AND LIMITS:

1.16 All requirements in this Section must be complied with in full by the Lessee unless excused from compliance in writing by the Authority.

1.17 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader must be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

1. **Workers' Compensation and Employers' Liability Insurance** must be maintained in force during the term of this Lease for all employees engaged in this work under this Lease, in accordance with the laws of the State of Florida. The minimum acceptable limits are:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$1,000,000.00 Limit Each Accident
	$1,000,000.00 Limit Disease Aggregate
	$1,000,000.00 Limit Disease Each Employee

2. **Commercial General Liability Insurance** must be maintained by the Lessee on the Full Occurrence Form. Coverage must include but not be limited to Premises and Operations, Personal Injury, Contractual for this Lease, Independent Contractors. Limits of coverage are not be less than:

Bodily Injury & Property Damage Liability	$2,000,000.00 Combined Single Limit each Occurrence and aggregate

The use of an Excess and/or Umbrella policy is acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive then the Primary General Liability policy.

3. **Business Automobile Liability Insurance** must be maintained by the Lessee as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of not less than:

Bodily Injury	$1,000,000.00 Limit Each Accident
Property Damage Liability	$1,000,000.00 Limit Each Accident
	or
Bodily Injury & Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

If the Lessee does not own automobiles, the Lessee's Commercial General Liability policy referenced in Paragraph 2.02.02 above must be endorsed to provide "Non Owned and Hired Automobile Liability" coverage.

28. INDEMNIFICATION. Regardless of whether or not there is any applicable insurance, Lessee shall release, indemnify, defend, and hold harmless the Authority and its Port Authority members, officers, agents and employees ("Authority Indemnitee"), from all fines, taxes, assessments, penalties, claims, suits, actions, obligations, charges, demands, losses, damages, liabilities, remediation and response expenses, costs, expenses (including, without limitation, attorneys' fees, engineering fees and the costs and expense of appellate action, if any) (collectively, "Claims"), and causes of action of every kind or character whatsoever, whether in law or equity, in connection with any loss of life, bodily or personal injury, violation of Environmental Laws (including, without limitation, those matters described in the paragraph of this Lease entitled "Environmental Matters" of this Lease), violation of grant requirements, or damage to or loss of property arising from or out of: (1) any occurrence in, upon, at, or about the demised premises or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act, omission, negligence, misconduct, or breach of this Lease by Lessee, its officers, employees, agents, representatives, contractors, licensee, invitees, or by any other person entering the demised premises under express or implied invitation of Lessee ("Lessee and Others"), or (2) arising out of or relating to Lessee and Others use of the demised premises, or (3) arising out of or relating to Lessee and Others operation at Port Manatee, except to the extent provided by law that any such loss or damage is caused in whole or in part by the gross negligence or willful misconduct of the Authority Indemnitee. The Authority shall not be liable or responsible for any loss

or damage to any property or the death of or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, by other Port lessees or by any other matter beyond the control of the Authority. Lessee's obligations under this paragraph are not limited in amount, and specifically are not limited to the amount of any insurance. The indemnification set forth in this Lease must survive and continue in full force and effect and may not be terminated, discharged or released in whole or in part for a period of six (6) years after the date of termination or expiration of this Lease.

29. GOVERNMENTAL IMMUNITY. Nothing in this Lease is intended to serve as a waiver of sovereign immunity by Authority or may be construed as consent by Authority to be sued by third parties in any matter arising out of this Lease. Authority agrees to be fully responsible for the acts and omissions of its agents and employees to the extent permitted by law.

30. LABOR DISPUTES. Port Manatee consists of various facilities operated by tenants pursuant to leases with the Authority and by the Authority itself, and it is necessary for the operation of Port Manatee that there is a degree of cooperation between the Lessee and the Authority. In the event there are any strikes, boycotts, walkouts, picketing or other labor disputes at Port Manatee impacting upon the activities and operations of the Lessee pursuant to the provisions of this Lease then and in that event, the Lessee shall cooperate with the Authority in taking reasonable action and undertakings necessary to preserve and protect normal lawful activities and operations at Port Manatee. Such action may include the exchange of information between the Lessee and the Authority, arranging for a separate entrance to certain facilities at Port Manatee and the institution and prosecution of legal proceedings at no cost or expense to the Lessee. The Lessee shall exercise a reasonable effort to discourage and prevent any such labor disputes in connection with its activities and operations pursuant to the provisions of this Lease. In the event of any such labor dispute in connection with the activities and operation by the Lessee, then and in that event, the Lessee shall take all reasonable action consistent with its requirements necessary to resolve said disputes and to prevent the disruption of the normal activities and operations at Port Manatee. Nothing in this Lease will be construed to impair or limit the lawful rights of employees of the Lessee or the Authority, or to limit the lawful rights of any labor organization representing said employees.

31. RELATIONSHIP BETWEEN THE PARTIES. The Authority is not exercising any dominion, control or supervision over the activities and operations of the Lessee upon the demised premises, and the only interest the Authority has in and to activities and operations is as the lessor or landlord of the demised premises pursuant to the provisions of this Lease and as the owner and operator of Port Manatee pursuant to the provisions of the then current Port Manatee Tariff.

32. ASSIGNMENT OR SUBLETTING. The Lease is binding upon and will inure to the benefit of the Parties and their respective successor and assigns. However, this Lease may not be assigned and no portion of the demised premises may be sublet by the Lessee without the express written approval of the Authority. The Authority will not arbitrarily delay or refuse to permit such an assignment if the Lessee furnishes evidence satisfactory to the Authority that the assignee has financial resources to secure the performance of the terms and conditions of this Lease, which are at least equal to those of the Lessee. The Authority will not arbitrarily delay or refuse to permit subletting providing that the Lessee always remains liable to the Authority for carrying out the terms and conditions of this Lease and further providing that the Lessee provide the Authority with a duly executed copy of any such sublease. Approval of any sublease will be set forth in a written addendum or supplement to this Lease executed with the same formality as the execution of this Lease.

33. LESSEE REPRESENTATIONS. The Lessee represents unto the Authority with the intent that the Authority rely thereon as a major inducement to the Authority to enter into this Lease that:

(1) Lessee represents and warrants to the Authority that to its actual and constructive knowledge: 1) neither Lessee (which includes for purposes of this Section its parent and affiliate companies, owners, members, managers, shareholders, directors, officers, representatives, agents, employees, distributors, vendors and suppliers collectively) nor any of its funding sources are identified on the Special Designated Nationals and Blocked Persons List of the U.S. Treasury Office of Foreign Asset Control; 2) neither Lessee nor any guarantor of all or any part of Lessee's obligations under this Lease are directly or indirectly owned or controlled by a government or country that is subject to an embargo imposed by the U.S. Government; 3) neither Lessee nor a grantor of all or any part of Lessee's obligations under this Lease are acting on behalf of a government or have been in

the past ten years involved in business arrangements or other transactions with any country that is subject to such embargo. Lessee agrees to notify the Authority in writing immediately upon the occurrence of any of that, which would cause the foregoing representation, and warranties of this Section to be incorrect in any respect and the Authority shall have the right then or thereafter to terminate this Lease at its sole and absolute discretion.

(2) In connection with any aspect of this Lease or other transaction involving Lessee, neither Lessee (which includes for purposes of this Section its parent and affiliate companies, owners, members, managers, shareholders, directors, officers, representatives, agents, employees, distributors, vendors and suppliers collectively) has engaged or will engage in prohibited conduct, as defined in the Foreign Corrupt Practices Acts, directly or indirectly in the performance of this Lease or otherwise on behalf of itself or Lessee. In the event of or during the term of this Lease, if Lessee is not in compliance with this Section, Lessee shall make prompt disclosure of such non-compliance to the Authority and the Authority shall have the right to terminate the Lease.

34. LESSEE'S COMPLIANCE. Lessee shall comply with all applicable laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of applicable laws, in, upon, or connected with the demised premises, all at Lessee's sole expense. Lessee warrants that all improvements or alterations of the demised premises made by Lessee or Lessee's employees, agents or contractors, either prior to Lessee's occupancy of the demised premises or during the term of this Lease, will comply with all applicable laws. Lessee will procure at its own expense all permits and licenses required by the transaction of its business in the demised premises. In addition, Lessee warrants that its use of the demised premises will be in strict compliance with all applicable laws. During the term of this Lease, Lessee shall, at its sole cost and expense, make any modifications to the demised premises that may be required pursuant to any applicable laws.

35. EMINENT DOMAIN. If during the term of this Lease there is any taking of any portion of the demised premises by eminent domain or condemnation that materially effects the demised property for the development, construction or operation of the Lessee, in accordance with the paragraph of this Lease entitled "Purpose" of this Lease, in the Authority's reasonable determination, the Lessee may

terminate this Lease whereupon the Parties will be relieved from further liability under this Lease. Prior to any termination of the Lessee, the Authority will endeavor to provide facilities and acreage equivalent in size, value, and utility to the portion of the demised premises taken by eminent domain or condemnation.

36. EVENTS OF DEFAULT. Any of the following events constitute an "Event of Default" of this Lease by Lessee:

(i) If Lessee abandons or vacates the demised premises; or

(ii) If the Rent, fees, charges, or other payments which Lessee agrees to pay or is obligated to pay hereunder are not received by the Authority within ten (10) business days after receipt of written notice of non-payment from the Authority; or

(iii) If Lessee fails to observe, keep, or perform any of the terms, covenants, agreements, or conditions of this Lease for a period of ten (10) business days after receipt of written notice from the Authority; or

(iv) If Lessee transfers substantial control of Lessee's assets or Lessee's business operations or activity to any other entity without prior written consent of the Authority, which will not be unreasonably withheld; or

(v) If Lessee files a voluntary petition for bankruptcy or otherwise seeks the benefit of any bankruptcy, reorganization, arrangement, or insolvency law or makes a general assignment for the benefit of creditors; or

(vi) If Lessee is adjudicated bankrupt; or

(vii) If any act occurs which deprives Lessee permanently of the rights, powers, or privileges necessary for the proper conduct and operation of Lessee's business; or

(viii) Any lien, claim or other encumbrance which is filed against the demised premises is not removed or if Authority is not adequately secured by bond or otherwise, within thirty (30) calendar days after Lessee has received notice thereof; or

(ix) The discovery of any material misrepresentation or fraudulent statement made to Authority in connection with any lease or other application or forms submitted to Authority in connection with this Lease or the demised premises, following written notice by Authority and a failure by Lessee to explain the matter to Authority's satisfaction within thirty (30) calendar days; or

(x) By or pursuant to, or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator must take possession or control of all or substantially all of the property of Lessee, and such possession or control continues in effect for a period of thirty (30) calendar days; or

(xi) Any business is conducted, or service is performed, or product is sold from the demised premises that is not specifically authorized by this Lease, and such activity does not cease within ten (10) calendar days after receipt of written notice to that effect; or

(xiii) If at any time Lessee uses or permits the demised premises to be used for any purpose which has not been authorized by this Lease; or

(xiv) If Lessee uses or permits the use of the demised premises in violation of any law, rule, or regulation (including, but not limited to, environmental laws); or

(xv) If Lessee attempts to or does mortgage or pledge Lessee's interest hereunder; or

(xvi) If Lessee's interest under this Lease is being sold under execution or other legal process; or

(xvii) If Lessee's interest under this Lease is being modified or altered by any unapproved assignment or unauthorized subletting, or by operation of law; or

(xviii) If any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the demised premises are being or have been seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; or

(xix) Lessee's failure to comply with the material terms of all port tariffs or Authority rules and regulations and such failure continues for more than thirty (30) days after delivery of written notice of such default to Lessee by the Authority or the Authority's agents; or

(xx) A lapse in coverage occurs with respect to any insurance required by this Lease or the Authority is not timely provided with any documentation required in this Lease with respect to such insurance.

Then upon the occurrence of any default, or at any time thereafter during the continuance the default, Authority, by its Board, may, at its option, immediately terminate this Lease, and all rights of Lessee under this Lease. Authority shall provide Lessee with notice of the effective termination date in writing. In the event of any such termination, Lessee and its sublessee(s)

shall immediately quit and surrender the demised premises to Authority and shall cease operations. In the event of any termination by Authority, Lessee shall have no further rights under this Lease and further covenants and agrees to yield and deliver peaceably and promptly to Authority, possession of the demised premises on the date of cessation of the letting, whether such cessation be by termination, expiration, or otherwise. Authority, its agents, employees, and representatives shall have the right to enter the demised premises and remove all property, and to accelerate and declare immediately due and payable all unpaid rents, minimum guaranteed payments due under this Lease, and other sums required to be paid under this Lease. In addition, Lessee shall be liable for all damages incurred by Authority in connection with Lessee's default or the termination of this Lease upon such a default, including without limitation, all direct damages, such as collection costs and reasonable attorney's fees, as well as indirect, consequential, and all other damages whatsoever. The exercise by Authority of any right of termination will be without prejudice to and in addition to every other remedy at law or in equity. No remedy in this Lease conferred upon or reserved to Authority is intended to be exclusive of any other remedy in this Lease provided or otherwise available, and each and every remedy will be cumulative.

37. HABITUAL DEFAULT. Notwithstanding the foregoing, in the event Lessee defaults in the performance of or breaches any of the terms, covenants and conditions required in this Lease to be kept and performed by Lessee two (2) or more times in two (2) consecutive months, and regardless of whether Lessee has cured each individual condition of breach or default, Lessee may be determined by Authority to be a "habitual violator." At the time that such determination is made, Authority shall issue to Lessee a written notice advising of such determination and citing the circumstances of the determination. Such notice must also advise Lessee that there will be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults, of whatever nature, taken with all previous breaches and defaults, will be considered cumulative and collectively, constitute a condition of noncurable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, Authority may terminate this Lease. Authority shall provide written notice to Lessee of the effective termination date.

38. TERMINATION WITHOUT NOTICE. The occurrence of any of the following during the term of this Lease will immediately confer upon Authority the right to terminate this Lease without notice, in its sole discretion upon the terms and conditions set forth below:

A. If Lessee or an officer, director, executive, partner, or a shareholder, employee or agent who is active in the management of Lessee is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (i) is considered to be a public entity crime as defined by Ch. 287, Florida Statutes, as amended, or (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement or misappropriation of funds, or (iii) involves an act of moral turpitude meaning conduct or acts that tend to degrade principals or owners in society or bring them into public hatred, contempt, scorn or ridicule, or that tends to shock, insult or offend the community or ridicule public morals or decency or harm the image of Authority by virtue of its association with Lessee or (iv) results in a felony conviction. Lessee understands and agrees that neither the resignation nor the termination of the offending person does not impair Authority's right to terminate without notice under this Section; or

B. Suspension or revocation of Lessee's operations by a governmental unit or agency having jurisdiction over the demised premises and/or the business being conducted on the demised premises, regardless of the length of such suspension or revocation.

39. NO HOLDING OVER. Failure of Lessee to surrender the demised premises in accordance with the provisions of this Lease upon termination or expiration of this Lease, and the subsequent holding over by Lessee, with or without the consent of the Authority, will result in the creation of a tenancy at will at triple the Rent payable commencing at the time of the date of termination or expiration. This provision does not give Lessee any right to hold over at the termination or expiration of the term of this Lease and will not be deemed to be a renewal of the Lease term by operation of law or otherwise.

40. INSOLVENCY. If Lessee becomes insolvent or bankruptcy proceedings are begun by or against Lessee, and within thirty (30) days thereof, Lessee fails to secure a discharge thereof, or if Lessee should make an assignment for the benefit of creditors before the end of the term of this Lease,

Authority is irrevocably authorized, at its option, to terminate this Lease. Authority may elect to accept rent and other required compensation from the receiver, trustee or other judicial officer during the term of their authority in their fiduciary capacity, without affecting Authority's rights under this Lease, but no receiver, trustee, or other judicial officer will have any right, title, or interest in the demised premises.

41. FORCE MAJEURE AND ABATEMENT OF PAYMENTS.

A. Acts, events, incidents or occurrences which would constitute a breach or default by the Lessee under the provisions of this Lease which happen or occur solely as a result of acts of God, natural disasters or other circumstances which the Lessee could not have foreseen that happen or occur through no action, fault, inaction, negligence or other conduct by the Lessee, its agents, contractors, employees, invitees, licensees, servants, or subcontractors will not be deemed a breach or default by the Lessee of this Lease. Except to the extend set forth below, the provisions of this paragraph will not apply to acts, events, incidents or occurrences caused by business events, economic factors or market conditions affecting or impacting upon the Lessee or the activities and operations of the Lessee upon the demised premises. Notwithstanding the foregoing, the Lessee shall immediately take every reasonable effort or step to cure, remove or restore the conditions caused by any such act, event, incident or occurrence so that the activities, facilities and operations of the Lessee upon the demised premises are placed as nearly as practicable in the condition and at the level as same existed prior to any such act, event, incident or occurrence. Without limiting the generality of the foregoing, the following will be considered force majeure events under this Lease: The taking of the quarry and/or operations of Lessee's source(s) of materials permitted to be brought into Port Manatee under this Lease for public or quasi-public use under any statute or decree or by right of eminent domain, by condemnation or by private purchase in lieu thereof by a body vested with the power of eminent domain, or by any governmental authority or person acting under government authority, or by expropriation, confiscation, nationalization or other similar event. If a special event of force majeure occurs, the Parties shall confer and agree upon the extent thereof, methods facilitation or removing such event and possible modifications to this Lease. If said matters are not agreed upon in writing within ninety (90) days after the date of such event, the Lessee shall have the right to terminate this Lease without penalty upon the Lessee giving the Authority written notice of said termination.

B. If during any term of this Lease, Lessee is prevented from, or materially hindered in, using the demised premises as a result of any act or omission by any person other than Lessee or its employees, representatives, agents or invitees or as a result of force majeure as provided in this paragraph, wharfage charges with respect to guaranteed minimum tonnage will be abated on a pro rata basis and will not be required to be recommenced until such use is restored, as determined by the Authority. Abatement on a pro rata basis means that the minimum number of net tons of materials guaranteed by Lessee annually will be reduced to the extent to which (measured in tons of materials) Lessee is respectively prevented from, or materially hindered in, using the demised premises.

42. FEDERAL MARITIME COMMISSION REQUIREMENTS. The Authority shall comply with all approval or filing requirements relating to this Lease under federal laws or regulations administered by the Federal Maritime Commission and the Lessee shall fully comply with all such approval or filing requirements relating to commercial carrier and/or marine terminal operator schedules. If it is determined by the Federal Maritime Commission or by either of the parties that this Lease is subject to approval or filing requirements under federal laws or regulations administered by the Federal Maritime Commission, the Parties, in cooperation with each other, shall promptly comply with said requirements. If the activities and operations of the Lessee at Port Manatee pursuant to the provisions of this Lease result in a determination that the Lessee is a marine terminal operator and if the charges, fees, rates and other income received by the Lessee from others in connection with the activities and operations of the Lessee as a marine terminal operator are subject to approval or filing requirements under federal laws or regulations administered by the Federal Maritime Commission, the Lessee shall promptly comply with said requirements as a marine terminal operator including any required tariffs. If the Federal Maritime Commission by a duly entered order disapproves of any of the provisions of this lease subject to the jurisdiction or regulations of the Federal Maritime Commission, the particular disapproved provisions will be deemed null and void and of no force and effect, with all of the remaining provisions of this lease remaining in full force and effect.

43. PUBLIC RECORDS. All comments, papers, letters, maps, books, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristic,

or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Authority are public records of the Authority in accordance with the Florida Constitution and Florida Statutes. Every person has the right to examine, inspect, and copy any such public records not specifically made exempt by provisions of the Florida Statutes. Any financial or proprietary information relating to the Lessee transmitted by the Lessee to the Authority may be a public record subject to disclosure to a requesting third person (not a party to this Lease). If the Authority receives a request by a third party for the disclosure of any such public records relating to the Lessee, the Authority shall immediately notify the Lessee of said request. The Authority will comply with said request to the extent required by law, unless the Lessee institutes an appropriate legal proceeding or suit against the Authority and/or the third person to restrain or otherwise prevent the particular public records' disclosure. If the Lessee institutes any such legal proceeding or suit and the Authority incurs any attorneys' fees, costs, damages, or penalties in connection with or because of the legal proceeding or suit, the Lessee shall pay to the Authority an amount equal to the total amount of said attorneys' fees, costs, damages, or penalties.

The Lessee agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law include, but are not limited to: records related to the entry, management and implementation of the Lease itself; emails/correspondence between the Authority and the Lessee related to the Lease; emails or correspondence from all other entities related to the Lease (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Lessee agrees, to the extent required by law, to:

1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Lease;
2) provide the public with access to the public records under the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided for by law;
3) ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4) meet all requirements where retained public records and transfer, at no cost, to the Authority, all public records in possession of the Lessee, upon termination or completion of the Lease and destroy any

duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Lessee agrees that all records stored electronically will be provided to the Authority in a format that is compatible with the information technology systems of the Authority. The Lessee shall promptly provide the Authority with a copy of any request to inspect or copy public records that Lessee receives and a copy of the Lessee's response to each request. The Lessee understands and agrees that failure to provide access to the public records will be a material breach of the Lease and grounds for termination.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE AUTHORITY AT (941) 722-6621.

THE LESSEE ACKNOWLEDGES THAT THE AUTHORITY CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE LESSEE WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE LESSEE ACKNOWLEDGES THAT IT WILL NOT RELY ON THE AUTHORITY OR ITS ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT LESSEE HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

44. NOTICE. All notices required or allowed by this Lease must be delivered by email (with a requirement that the recipient acknowledge receipt), third party overnight courier (including overnight couriers' services such Federal Express) or Certified Mail, Return Receipt Requested, postage paid addressed to the party to whom notice is given at the following addresses:

- If to Lessee:

	Carver Laraway
	Carver Maritime, LLC
Address:	494 Western Turnpike
	Altamont, NY 12009
Telephone:	(518) 355-6034
Facsimile:	(518) 356-7282
Email:	claraway@carvercompanies.com
Copy to:	George D. McHugh, Esq. General Counsel
	Carver Companies
Address:	494 Western Turnpike

Altamont, NY 12009
Telephone: (518) 355-6034
Facsimile: (518) 356-7282
Email: legal@carvercompanies.com

- If to Authority

Manatee County Port Authority.
Address: Attention: Executive Director
300 Tampa Bay Way, Suite One
Palmetto, Florida 34221
Telephone: (941) 722-6621
Facsimile: (941) 729-1463
Email: cbuqueras@portmanatee.com

Copy to: Port Counsel
Lewis, Longman & Walker, P.A.
100 Second Avenue South, Suite 501-S
St. Petersburg, Florida 33701
Telephone: (727) 245-0820
Facsimile: (72) 290-4057
Email: jcowan@llw-law.com

Notice is deemed to have been given upon receipt by recipient as evidenced by an email acknowledging receipt by overnight courier Air bill or by return receipt. In the event the recipient fails or refuses to sign the Return Receipt, the receipt will be sufficient.

45. CONTROLLING LAW. The enforcement of this Lease and the interpretation of the provisions of the Lease are controlled and governed by the laws of the State of Florida. Any action or proceeding brought by the Lessee against the Authority for the enforcement of this Lease or the interpretation of the provisions of this Lease will be brought in a court of applicable jurisdiction in the State of Florida and the venue for any such action or proceeding will be in Manatee County, Florida unless the default implicates or involves a federal statute, regulation, order or permit in which case venue will be in the federal courts with the Middle District of the State of Florida

The Authority and Lessee recognize that this Lease involves relatively complex business transactions; that this Lease is lengthy and its terminology is technical in nature and thus may be especially susceptible to misinterpretation; and in the event of a dispute as to rights and obligations under this

Lease, a Judge rather than a jury would be the most efficient and qualified trier of fact. Accordingly, the Parties are each desirous of leaving their respective rights to a jury trial with respect to any litigation or other legal proceedings relating to or arising out of or in connection with this Lease or its subject matter as follows:

EACH PARTY BY EXECUTION HEREOF DOES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ANY RIGHT WHICH EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT ANY LITIGATION, ACTION, SUIT, OR PROCEEDING WHETHER AT LAW OR INEQUITY BASED ON THIS LEASE, ANY AMENDMENT OR ADDITION TO THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY OR THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, OR REPRESENTATIVES IN CONNECTION HEREWITH, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE. NO PARTY SHALL SEEK TO CONSOLIDATE ANY LITIGATION, ACTION, SUIT, OR PROCEEDING WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PROVISION IS MATERIAL AND MUTUAL INDUCEMENT TO ENTERING INTO THIS LEASE.

46. AMENDMENTS. This Lease may not be modified, amended, or altered except by in a written document prepared with the same formality and of equal dignity as this Lease and executed by Authority and Lessee.

47. WAIVER AND DELAY. No waiver or delay in enforcing the terms of this Lease will be construed as a waiver of any subsequent breach. No waiver of any portion of this Lease will be effective unless it is in writing and signed by the party against whom it is asserted.

48. NO THIRD PARTY BENEFICIARIES. Neither Authority nor Lessee intends to benefit a third party directly or indirectly by this Lease. Therefore, Authority and Lessee agree that this Lease does not and is not intended to confer any rights or remedies upon any person or entity other than Authority.

49. LEASE ADMINISTRATION. The Authority authorizes the Executive Director of Port Manatee, or his designee, to administer the terms and conditions of this Lease on behalf of the Authority and to make all managerial decisions on behalf of the Authority as they relate to the provisions of this Lease.

50. INTERPRETATION. The captions and headings contained in this Lease are for reference purposes only and will not affect the meaning or interpretation of this Lease. Whenever used in this Lease, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders. The word including is to be construed without limitation unless otherwise expressly provided. References to specific law must be construed as including any and all laws, which subsequently amend, extend, consolidate, or replace the specific laws involved. References to specific standards, codes of practice, and/or guidelines must be construed as including any and all amendments, supplements, redrafts, and/or substitutes. This Lease will not be construed more or less favorable with respect to either party as a consequence of the Lease having been drafted by one of the Parties. The language agreed to expresses their mutual intent and the resulting document may not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations in this Lease and that the preparation of this Lease has been their joint effort. This Lease, including all exhibits and addenda attached to this Lease, and other documents referenced in this Lease contain the complete Lease of the parties.

51. AUTHORITY TO EXECUTE. Each of the Parties covenants to the other party that it has lawful authority to enter into this Lease, that the governing body of each of the Parties has approved this lease and that the governing body of each of the Parties has authorized the execution of this Lease in the manner set forth below.

52. COUNTERPARTS; SIGNATURES. This Lease will become effective upon its execution by all of the undersigned. This Lease may be executed in counterparts, each of which constitutes an original and all of which together will constitute one and the same instrument. Signatures may

be given via facsimile or e-mail transmission and will be deemed given as of the date and time of the transmission of this Lease to the other party.

53. SEVERABILITY. In the event that any one or more of the provisions contained in this Lease is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions of this Lease.

IN WITNESS WHEREOF, the Parties have caused this Port Manatee and Carver Maritime, LLC Lease to be duly executed in duplicate this the day of _____, 2018 ("effective date").

ATTEST: ANGELINA "ANGEL" COLONNESO
Clerk of Circuit Court

By: _____

MANATEE COUNTY PORT AUTHORITY

By: _____

Chairman
PORT AUTHORITY

WITNESSES:

CARVER MARITIME, LLC

By: _____

Printed: CARVER LAKAWAY

Title: PRES.

LESSEE

Exhibit "A"

LEGAL DESCRIPTION – 10 ACRES

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, THENCE NORTHERLY ALONG THE CENTERLINE OF REEDER ROAD SAID LINE ALSO BEING THE EAST LINE OF SAID SECTION 1. A DISTANCE OF 1889.38 FEET TO AN INTERSECTION WITH THE CENTERLINE OF NORTH DOCK STREET; THENCE N90'00'00'W, ALONG SAID CENTERLINE ALSO BEING KNOWN AS STATION 7+52 NORTH (PORT COORDINATE), A DISTANCE OF 2964.23 FEET; THENCE N00'00'00'E. A DISTANCE OF 428.00 FEET FOR A POINT OF BEGINNING, SAID POINT BEING KNOWN AS STATION 11+80 NORTH AND 5+00 EAST; THENCE CONTINUE N00'00'00'E, A DISTANCE OF 410.00 FEET; THENCE N45'00'00'W, A DISTANCE OF 28.28 FEET; THENCE N90'00'00'W ALONG STATION 16+10 NORTH, A DISTANCE OF 1005.00 FEET TO A POINT AT STATION 16+10 NORTH AND 15+25 WEST; THENCE S00'00'00E, A DISTANCE OF 430.00 FEET; THENCE N90'00'00E, ALONG STATION 11+80 NORTH, A DISTANCE OF 1025.00 FEET TO THE POINT OF BEGINNING CONTAINING 10.11 ACRES, MORE OR LESS.

Exhibit "B"

LEGAL DESCRIPTION - 6.999 ACRES

COMMENCE AT THE SE CORNER OF SECTION 1, TOWNSHIP 33 SOUTH, RANGE 17 EAST, MANATEE COUNTY FLORIDA; THENCE NORTH ALONG THE EAST LINE OF SECTION 1, A DISTANCE OF 1888.65 FEET; THENCE WESTERLY ALONG THE CENTERLINE OF NORTH DOCK STREET AND THE EXTENSION OF NORTH DOCK STREET, 3994.23 FEET; THENCE NORTH 152.5 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 592.0 FEET; THENCE WEST 515.0 FEET; THENCE SOUTH 592.0 FEET; THENCE EAST 515.0 FEET TO THE POINT OF BEGINNING CONTAINS 6.999 ACRES, MORE OR LESS.

Exhibit "C"

CONVEYOR DAMAGE DESCRIPTION

The walkway support cross-member attached to the underside of the conveyor structure above the roadway into the Argos site is bent beyond repair as well as the attached handrail stanchion. The railing is damaged in this area. Four or five lights and related conduits are damaged.

August 16, 2018

AGENDA ITEM 4.: RESOLUTION FOR THE FISCAL YEAR 2018-2019 MANATEE COUNTY PORT AUTHORITY BUDGET

BACKGROUND:

Port staff has prepared a proposed budget of revenues and expenses for Fiscal Year 2018-2019.

The Port Authority, as a dependent special district, is required by law to submit its budget to the Board of County Commissioners each year for inclusion in the overall County budget. The Port Authority budget will be included in the Public Hearing process before the Board of County Commissioners in connection with the adoption of the County Budget.

ATTACHMENT:

Resolution PA 18-13 with attached Manatee County Port Authority Operating Budget for Fiscal Year 2018-2019.

COST AND FUNDING SOURCE:

Port revenues

CONSEQUENCES IF DEFERRED:

Failure to include Port budget in the overall County budget document and approve prepared budget.

LEGAL COUNSEL REVIEW: N/A

RECOMMENDATION:

Move to adopt Budget Resolution PA-18-13.

RESOLUTION PA-18-13

RESOLUTION ADOPTING THE 2018-2019 MANATEE COUNTY PORT AUTHORITY BUDGET

WHEREAS, the Manatee County Port Authority has considered the anticipated revenues and expenses of said Port Authority for the period beginning October 1, 2018 and ending September 30, 2019, and

WHEREAS, it is necessary, expedient and to the best interests of said Port Authority to adopt a budget for the 2018-2019 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Manatee County Port Authority that:

1. The Manatee County Port Authority budget for the period beginning October 1, 2018 and ending September 30, 2019, in the amount of $15,423,729 set forth in the four pages attached hereto and made a part is hereby adopted.

2. A copy hereof shall be furnished to the Clerk of the Circuit Court of Manatee County, Florida and the Office of Financial Management of Manatee County, Florida.

ADOPTED with a quorum present and voting this the 16th day of August, 2018.

ATTEST: ANGELINA COLONNESO MANATEE COUNTY PORT AUTHORITY
Clerk of Circuit Court

_____ By: _____

MANATEE COUNTY PORT AUTHORITY
COMPARATIVE OPERATING BUDGET
FISCAL YEARS ENDING 2018 and 2019
(EXCLUDES DEPRECIATION)

	2018-19	2017-18
REVENUES:		
Operating:		
Dockage	$ 3,695,513	$ 2,094,070
Wharfage	4,169,938	4,038,098
Linehandling	258,020	241,373
Railroad	276,300	350,000
Scales	350,000	200,000
Leases	2,235,457	2,082,524
Security Fees	1,370,000	1,028,000
Other	2,547,000	1,998,200
Total operating revenue	14,902,229	12,032,265
Non-operating:		
State funding	446,500	446,500
Interest income	75,000	35,000
Total non-operating revenue	521,500	481,500
Total revenue	15,423,729	12,513,765
EXPENSES:		
Operating:		
Personal services	5,477,551	5,140,124
Operating	2,961,440	2,853,758
Total operating	8,438,991	7,993,882
Non-operating		
Debt service	3,239,008	3,237,278
Capital	242,500	127,500
Total non-operating expense	3,481,508	3,364,778
Total expenses	11,920,499	11,358,660
RESERVE FOR CONTINGENCY	3,503,229	1,155,105
CHANGE IN NET POSITION	$ -	$ -

MANATEE COUNTY PORT AUTHORITY
COMPARATIVE OPERATING BUDGET
FISCAL YEARS ENDING 2018 and 2019
(INCLUDES DEPRECIATION)

	2018-19	2017-18
REVENUE:		
Operating:		
Dockage	$ 3,695,513	$ 2,094,070
Wharfage	4,169,938	4,038,098
Linehandling	258,020	241,373
Railroad switching	276,300	350,000
Scales	350,000	200,000
Leases	2,235,457	2,082,524
Security Fees	1,370,000	1,028,000
Other	2,547,000	1,998,200
Total operating revenue	14,902,229	12,032,265
Non-operating:		
State funding	446,500	446,500
Interest income	75,000	35,000
Total non-operating revenue	521,500	481,500
Total revenue	15,423,729	12,513,765
EXPENSES:		
Operating:		
Personal services	5,477,551	5,140,124
Operating	2,961,440	2,853,758
Total operating without Depreciation	8,438,991	7,993,882
Depreciation	4,468,096	4,783,231
Total operating with Depreciation	12,907,087	12,777,113
Non-operating		
Interest expense	1,460,883	1,506,641
Total expenses	14,367,970	14,283,755
CHANGE IN NET POSITION	$ 1,055,758	$ (1,769,990)

Notes: (1) Depreciation expense does not require a use of cash.

MANATEE COUNTY PORT AUTHORITY

OTHER REVENUE

		2018-19	2017-18
344205	Harbor master fees	$ 175,000	$ 135,000
344206	Water sales	25,000	17,000
344207	Franchise fees	175,000	90,000
344209	Storage charges	1,600,000	1,300,000
362005	Leases-month-to-month	15,000	15,000
344208	Demurrage	-	-
369014	Electricity	300,000	200,000
344217	Directory advertising	65,000	64,200
321001	License	80,000	65,000
344210	Labor	12,000	12,000
369000	Misc	100,000	100,000
	Total	2,547,000	1,998,200

SECURITY REVENUE

		2018-19	2017-18
344215	Security badges, etc	85,000	55,000
344216	Security training	20,000	18,000
344218	TWIC Monitoring	800,000	600,000
344220	Guard Services	160,000	150,000
344221	Security Surcharge	300,000	200,000
344222	Other Security Svcs	5,000	5,000
		1,370,000	1,028,000

MANATEE COUNTY PORT AUTHORITY FISCAL YEAR 2018/19 BUDGET

		16300	16310	16400	16500	16600	16700	16800	16900	17100	TOTAL
	Personal Services	ADMIN	COMM	SCALES	ENGINEER	TRADE	OPERATIONS	SECURITY	RAILROAD	MAINT.	PROPOSED
512000	Regular Salaries	$ 973,346	$ 105,830	$149,904	$ 158,802	$232,213	$ 125,519	$ 1,211,721	$ 171,941	$ 764,408	$3,893,685
514000	Overtime	-	-	25,000	-	-	95,000	20,000	10,000	8,000	158,000
521000	FICA Taxes	61,799	8,096	13,380	9,156	15,014	16,870	94,227	-	59,089	277,630
521001	RR Fica Tier I	-	-	-	-	-	-	-	13,153	-	13,153
522000	Retirement Contrib.	97,648	7,355	12,156	11,037	16,139	15,326	85,605	12,645	53,682	311,592
523001	Health Insurance	125,057	25,585	32,405	18,600	19,695	31,309	246,604	23,603	207,703	730,561
523002	Life Insurance	2,920	317	525	476	697	662	3,695	546	2,317	12,155
523003	Long-term Disability	2,920	317	525	476	697	662	3,695	546	2,317	12,155
523004	Flex Benefits	5,280	300	450	1,300	200	300	2,800	1,000	1,700	13,330
523006	OPEB	30,000	-	-	-	-	-	-	-	-	30,000
522001	RR Fica Tier II	-	-	-	-	-	-	-	23,834	-	23,834
525001	RR Unemployment	-	-	-	-	-	-	-	1,456	-	1,456
	Total Personal Services	**1,298,970**	**147,802**	**234,344**	**199,847**	**284,654**	**285,647**	**1,668,347**	**258,724**	**1,099,216**	**5,477,551**
	Operating										
531000	Professional Services	70,000	-	-	60,000	20,000	-	12,000	-	-	162,000
531006	Legal	200,000	-	-	-	-	-	-	-	-	200,000
532000	Acct & Audit Services	12,000	-	-	-	-	-	-	-	-	12,000
534000	Contract Services	118,000	35,000	5,000	20,000	-	-	15,000	8,000	60,000	261,000
534001	Indirect Cost Services	215,540	-	-	-	-	-	-	-	-	215,540
540000	Travel & Transport	80,000	1,000	-	4,000	25,000	-	8,000	-	2,000	120,000
541001	Telephone	35,000	-	-	-	-	25,000	7,000	-	2,000	69,000
541002	Postage	1,000	-	-	-	-	-	500	-	-	1,500
541004	800 mghz Radio Charges	-	-	-		-	-	7,000	-	-	7,000
543000	Utilities	5,000	-	3,000	-	-	800,000	25,000	-	40,000	873,000
544000	Rents & Leases	2,000	-	-	500	900	-	-	-	500	3,900
545000	Non-employment Ins.	304,275	-	-	-	-	-	-	38,000	-	342,275
546001	Equip Repair & Maint.	87,000	-	10,000	-	-	-	6,000	7,000	85,000	195,000
546004	Building Maintenance	-	-	-	-	-	-	-	-	-	-
547000	Printing & Binding	2,000	12,000	3,000	-	-	-	3,500	-	-	20,500
548000	Promotions	30,000	10,000	-	-	20,500	-	3,500	-	500	64,500
549000	Other current charges	-	-	-	-	-	-	-	-	-	-
549001	Awards	2,500	-	-	-	-	-	-	-	-	2,500
594004	Advertising	500	12,000	-	-	-	-	2,500	-	-	15,000
551000	Office Supplies	4,000	-	-	100	-	-	2,500	-	-	6,600
552000	Operating Supplies	15,000	3,000	10,000	200	1,000	-	12,000	25,000	142,000	208,200
552001	Refreshments	3,000	-	-	-	-	-	2,000	-	-	5,000
552002	Season/Holiday	1,000	-	-	-	-	-	-	-	-	1,000
552005	Software	3,500	500	-	300	-	-	1,000	-	3,000	8,300
552006	Uniforms	-	-	-	-	-	-	6,000	-	5,225	11,225
552007	Auto Expense - Gas,	5,000	1,500	-	900	6,500	3,000	10,000	11,000	27,000	64,900
554000	Books/Sub/Member	55,000	2,500	-	1,000	2,700	-	-	-	-	61,200
554001	Education	3,000	2,000	-	2,500	10,800	-	8,000	-	4,000	30,300
	Total Operating	**1,254,315**	**79,500**	**31,000**	**89,500**	**87,400**	**828,000**	**131,500**	**89,000**	**371,225**	2,961,440
	TOTAL BUDGET	**$2,553,285**	**$ 227,302**	**$265,344**	**$ 289,347**	**$372,054**	**$ 1,113,647**	**$ 1,799,847**	**$ 347,724**	**$1,470,441**	**$8,438,991**