

If you would like to speak before the Canaveral Port Authority Board of Commissioners during Public Comments on a topic relevant to the Canaveral Port Authority Commission Agenda for this meeting, please complete a Public Comment Request card and give the card to the recording secretary. Public Comment Request cards are located near the outside entry doors next to the agenda for this meeting. All persons speaking will follow conduct as set forth by Canaveral Port Authority Policy POL-2016-001-EXE-3, Public Participation and Conduct at Board Meetings.

1. Before approaching the podium, please remove hats and sunglasses and turn all cell phones off or to vibrate.
2. Please proceed to the podium when your name is called by the Commission Chairman and state your name, business affiliation, and city of residency for the recording secretary.
3. You will have **THREE MINUTES** to speak before the Board of Commissioners.
4. Do not make threats or rude comments, including the use of profanity, to or about members of the Board or Canaveral Port Authority Employees.
5. All statements are to be directed to the Commission Chairman. You may not address or question Board members or Port Staff individually unless directed by the Chairman.
6. Be respectful of other people's ideas or situation when you talk. Try not to judge them or point fingers.
7. Be patient when listening to others speak and do not interrupt them.

No Board action will be taken on requests during Public Comments unless determined by the Commission Chairman to be an emergency. Any other requests for Board action may be placed on the agenda for a subsequent meeting.

## **CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS**

**May 22, 2019**

**Commission Room**

**Port Canaveral, Florida 32920**

### **AGENDA**

This meeting is open to the public.

10:00 AM

**Call to Order and Pledge of Allegiance**

**Approval of Agenda**

**Approval of the Minutes**

Consideration of approving the Minutes from the April 24, 2019 Commission Meeting.

[04242019 Minutes.doc](#)

**Public Comment on Commission Discussion Item**

**Commission Discussion Items**

Commission Attorney contract. (Micah Loyd)

[Bistline CPA Retainer Agreement May 2019.docx](#)

**Reports**

CEO Report

Presentation of selected Financial information memo for April 2019 (Michael Poole)  
[REPORTS\\_FIN\\_MEMO & STATEMENTS\\_5222019.pdf](#)

Consideration for approval of the Financial Reports for April 2019 (Patricia Poston)

A. Statistical Report

B. Aging Report

C. List of Bills

D. List of Disposals

E. Attorney Fees

F. Commissioner Expenses

[REPORTS\\_FIN\\_STATISTICAL\\_5222019.pdf](#)

[REPORTS\\_FIN\\_AGING\\_5222019.pdf](#)

[REPORTS\\_FIN\\_LIST OF BILLS\\_5222019.pdf](#)

[REPORTS\\_FIN\\_LIST OF DISPOSALS\\_5222019.pdf](#)

[REPORTS\\_FIN\\_LEGAL BILLS\\_5222019 Public.pdf](#)

[REPORTS\\_FIN\\_COMMISSIONER MINOR EXPENSES\\_5222019 Public.pdf](#)

Capital Projects Update-May

[MAY 2019 CAPITAL PROJECTS UPDATE.pdf](#)

## **Public Comment on Consent Agenda**

### **Consent Agenda**

#### **1. Engineering, Construction, and Facilities**

- 1.A. Consideration of approving the following changes associated with the Cruise Terminal Scour and Erosion Repairs project: (Patrick Hammond/Bill Crowe)

1. Increase to Schneider Engineering and Consulting existing purchase order #P120160 for additional construction administration in an amount not to exceed, \$9,410 for a total purchase order of \$114,624. Change Order #2.

2. Deductive change order to Infrastructure and Industrial Constructors Southeast, Inc. existing purchase order #P121263 in the amount of \$32,944 as a back-charge for additional construction administration services. The contract will decrease from \$3,100,935 to \$3,067,991.

[1.A Cover Page.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_CPU\\_Scour Mats.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_Schneider Change Order 2 Proposal.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_i+ICON CO 1.pdf](#)

- 1.B. Consideration of approving the Selection Committee's recommendation of the selected firm, Jacobs Engineering Group, Inc., for General Engineering Services on a continuing service contract (PUR- RFQ-19-2) (Maureen Whitford/Bill Crowe)

[1.B Cover Page.pdf](#)

[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Solicitation Summary\\_.pdf](#)

[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Evaluation Scoring Results.pdf](#)

[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Selection Committee Evaluation](#)

[Ranking\\_Selection Sheet.pdf](#)

- 1.C. Consideration of approving the Selection Committee's recommendation of the selected firm for Waterside Engineering Design and Permitting Services for CT-8 and 10 Modifications (PUR-RFQ-18-4, CN 19-003) and issue a purchase order to Jacobs for the not to exceed amount of \$269,931. (Veronica Narvaez-Lugo / Bill Crowe)

[1.C Cover Page.pdf](#)

[ENG\\_B\\_Backup\\_05222019\\_CPU\\_Waterside Modifications Rev..pdf](#)

[ENG\\_B\\_Backup\\_05222019\\_Waterside Modifications Rev..pdf](#)

- 1.D. Consideration of approving the Selection Committee's recommendation of the selected firm for Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications (PUR-RFQ-18-3, CN 19-001) and issue a purchase order to BEA Architects for a not to exceed amount of \$2,447,514. (Verónica Narváez-Lugo / Bill Crowe)

[1.D Cover Page.pdf](#)

[ENG\\_A\\_Backup\\_05222019\\_CPU\\_Landside Modifications Rev..pdf](#)

[ENG\\_A\\_Backup\\_05222019\\_Landside Modifications Design.pdf](#)

## **2. Executive**

- 2.A. Consideration of approving Docklines Easement Agreement providing for the grant of a non-exclusive easement to Seaport Canaveral Corp. for construction, use, repair and maintenance of elevated pipeline racks and related facilities and the termination of the existing easement for pipeline facilities suspended under North Cargo Piers 1 and 2, subject to final review and acceptance of legal descriptions. The documents have been reviewed and approved by General Counsel (Craig Langley).

[2.A Cover Page.pdf](#)

[Seaport Canaveral - Termination of Access Easement\\_03132019 \[final\]\\_partially executed.pdf](#)

[Seaport Canaveral - Dockline Easement Agmt 03082019 \[final\]\\_partially executed.pdf](#)

- 2.B. Consideration of approval of a cruise Operating Agreement for Disney Cruise Line and termination of the existing Marine Terminal Agreement dated May 17, 1995, as amended. (Bobby Giangrisostomi/John Murray)

[2.B Cover Page.pdf](#)

[Mutual Termination Agreement \[partially executed\].pdf](#)

## **3. Finance**

- 3.A. Consideration of CPA Resolution No. RES-2019-002-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the Cruise Terminal project. (Michael Poole/ Connie Taylor)

[3.A Cover Page.pdf](#)

[FIN\\_BACKUP\\_RESOLUTION\\_RES-2019-002-EXE-3\\_CT3 Project.pdf](#)

- 3.B. Consideration of CPA Resolution No. RES-2019-003-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the North Cargo Berth 8 Improvements Phase 2.

[3.B Cover Page.pdf](#)

[RESOLUTION\\_RES-2019-003-EXE-3\\_NCB8 Phase2.docx](#)

- 3.C. Consideration of CPA Resolution No. RES-2019-004-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the North Cargo Berths 3 and 4 Improvements. (Michael Poole/ Connie Taylor)

[3.C Cover Page.pdf](#)

[RESOLUTION\\_RES-2019-004-EXE-3\\_NCB3&4.docx](#)

#### **4. Government Relations and Communications**

- 4.A. Consideration of approving the Selection Committee's recommendation to award a contract for PUR-RFP-19-5, to Jones Walker, LLP, for a term of three years with two one-year optional renewals to provide Federal Legislative Lobbying Services and authorizing the Canaveral Port Authority CEO to negotiate and enter an agreement upon approval of the document by Port Counsel. (Diane Luensmann)

[4.A Cover Page.pdf](#)

[3A\\_PUR-RFP-19-5 Evaluation Scoring-Public Release.pdf](#)

[3A\\_PUR-RFP-19-5 Selection Committee Ranking Sheet.pdf](#)

[3A\\_PUR-RFP-19-5 Solicitation Summary.pdf](#)

#### **5. Real Estate**

- 5.A. Consideration of approving an assignment from Duncan MacKenzie (dba Harbor Square Marina) to Harbor Square, LLC and approving an Amended and Restated Lease Agreement for Harbor Square, LLC to replace the current lease with Duncan MacKenzie's 30-Year Lease dated April 1, 1986, as amended. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)

[5.A Cover Page.pdf](#)

[RE\\_A\\_Aerial\\_05222019\\_Harbor Square.pdf](#)

[RE\\_A\\_Lease\\_5222019\\_Harbor Square LLC.pdf](#)

[RE\\_A\\_Asmt w Consent Asmt\\_5222019\\_Harbor Square.pdf](#)

- 5.B. Consideration of approving a First Amendment to Commercial Lease Agreement to Ambassador Services Inc.'s Twenty (20) Month Commercial Lease Agreement, dated February 20, 2019, to add Bay 3 to the existing Bays 4-6. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)



[5.B Cover Page.pdf](#)

[RE\\_B\\_1st Amend\\_5222019\\_Ambassador.pdf](#)

- 5.C. Consideration of approving a First Amendment to Lease Agreement to Cartainer Ocean Line, Inc.'s Three (3) Year Lease Agreement, dated April 27, 2016, to extend the term One (1) year. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)

[5.C Cover Page.pdf](#)

[RE\\_C\\_First Amendment to Lease\\_05222019\\_Cartainer.pdf](#)

[RE\\_C\\_Location Aerial Map\\_5222019\\_Cartainer.pdf](#)

- 5.D. Consideration of approving Mutual Termination of Lease with American Boom and Barrier Corporation effective May 31, 2019 and consideration of approving a Five-Year Lease Agreement with Inboard Marine Center, LLC, effective June 1, 2019. The documents have been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)

[5.D Cover Page.pdf](#)

[RE\\_F\\_Lease Agreement\\_52222019\\_Inboard Marine Ctr.pdf](#)

[RE\\_F\\_Memorandum of Lease Termination\\_5222019\\_Inboard Marine.pdf](#)

- 5.E. Consideration of approving a Purchase Order to Rush Construction under their Landside CM Continuing Contract for the buildout and renovation to be made at 405 Atlantis Rd, Building B, Unit B112. At the January 23, 2019 Board meeting, Commission approved a total NTE amount of \$120,000 for these capital improvements. (Scott Shepard)

[RE\\_E\\_RUSH\\_405 Atlantis Road Warehouse Proposal.pdf](#)

## **6. Recreation**

- 6.A. Consideration of approving the multi-day event for the dates of October 11, 2019 - October 13, 2019, for the East Coast Boat Show to be held at Port Canaveral. These dates have been reviewed and approved by the Events Committee. Per the new Event Policy all multi-day events require final approval by the Commission. The Port has hosted this event for the past 3 years. (Tara Ruch/Amanda Brailsford-Urbina )

[6.A Cover Page.pdf](#)

[20191011\\_Boat Show.pdf](#)

## **Public Comment**

## **Commissioner Reports**

**Adjourn to next meeting scheduled for Wednesday, June 26, 2019 at 9:00 am.**

**Meeting Date**

May 22, 2019



**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Commission
Requested Action:	Consideration of approving the Minutes from the April 24, 2019 Commission Meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[04242019 Minutes.doc](#)

**Reports – Minutes of the April 24, 2019 Commission Meeting**

**MINUTES OF A REGULAR COMMISSION MEETING OF THE CANAVERAL PORT AUTHORITY HELD IN THE COMMISSIONERS' MEETING ROOM OF THE CANAVERAL PORT AUTHORITY OFFICE, 445 CHALLENGER ROAD, PORT CANAVERAL, FLORIDA, APRIL 24, 2019.**

The meeting was called to order by Chairman Micah Loyd at 6:01 p.m. Commissioner Jerry Allender led the Pledge of Allegiance.

Those present were Commissioners Jerry Allender, Bob Harvey, Robyn Hattaway, Wayne Justice and Chairman Micah Loyd; CEO Captain John Murray, CFO Michael Poole, Senior Director Finance Pat Poston, Vice President Engineering and Construction Bill Crowe, Attorney Harold Bistline and Special Assistant/Liaison Melanie Bradford.

The following Ambassadors and Ambassadors Emeritus were present: Holly Carver, Dennis Hepburn, Max King, Robi Roberts, Susie Wasdin and Ambassador Emeritus Jim Handley, Captain Ed Lanie, and Mac McLouth. The following dignitaries were also present: Tom Finney, former Speaker of the Florida House, School Board Member Misty Belford and Karalyn Woulas, Commissioner from Cocoa Beach.

**APPROVAL OF AGENDA:**

CEO John Murray asked that Consent Agenda Item 1E be pulled from the agenda. Commissioner Justice moved approval of the revised agenda and Commissioner Allender seconded the motion. The motion passed 5/0.

**APPROVAL OF MINUTES:**

Commissioner Harvey moved approval of the minutes from the March 27, 2019 regular meeting. The motion was seconded by Commissioner Hattaway and passed 5/0.

**PERSONAL APPEARANCES AND PRESENTATIONS:**

**1. Commercial Fishing Update**

A commercial fishing update was given by Cinthia Sandoval, Rian Busse, Jim Busse, Sherry McCoy, Jeanna Merrifield and Mike Merrifield. After the informative update, questions from the Commissioners were answered by the group. Sherry McCoy read a letter from the Southern Shrimp Alliance.

**PUBLIC COMMENT ON THE COMMERCIAL FISHING UPDATE AND COMMISSION DISCUSSION ITEM:**

Public comment was received from Mary Jean Thompson, Laurilee Thompson, and Josh McCoy supporting Commercial Fishing at Port Canaveral.

Public comment was received from Sherri McCoy, Misty Belford, Phoenix Boggs, and Caroline Jobs supporting the Junior Ambassador Program.

**COMMISSION DISCUSSION ITEMS:**

**1. Junior Ambassador Program (Robyn Hattaway)**

Commissioner Hattaway discussed the Junior Ambassador Program and presented backup on the program and how it could run along with letters of support from local leaders. After discussion, **Commissioner Allender motioned approval and acceptance of the Junior Ambassador Program. Commissioner Harvey seconded the motion. The Motion passed 5/0.**

**REPORTS:**

**1. CEO Report**

Cruise Update:

- 2019 by the numbers (October 1 – March 31)
  - 341 cruise ship calls
  - 356 gaming vessel calls
  - Multi-day cruise revenue close to budget at \$40.4M
- CPA team attended Seatrade Cruise Global which hosted more than 11,000 attendees, their largest program to date
  - LNG reception well attended by all cruise lines
  - Productive meetings with key decision makers from US and international cruise lines
  - Private dinner event with Arnold Donald, CEO of Carnival Corporation PLC
- Norwegian Sun returned April 12
- Norwegian Epic departs April 27 to reposition for summer, replaced by Norwegian Breakaway this winter
- Royal Homecoming on May 6 when Harmony of the Seas and Mariner of the Seas arrive
  - Mariner of the Seas is replacing Enchantment of the Seas
- Carnival Elation arrives for year-round 4- and 5-night cruises on May 12

Cargo Update:

- 2019 by the numbers (October 1 – March 31)
  - 175 ship calls
  - Cargo revenue – \$4.4M
  - Cargo tonnage – 3.2M tons
- 187 steel pipes discharged from Marmalaita on March 21 for CT 3 construction
- Business development team working with current tenants to secure business for new Mobile Harbor Crane
- JOC Breakbulk event in New Orleans next week

Recreation Update:

- Jetty Park
  - Northern guests beginning to depart for summer, park reservations remain near capacity
- Events team closing out a busy month with an estimated \$26k in revenue from 20 events
- Upcoming Special Events
  - April 27 – Navy League 5K
  - May 1-2 – SGMF Board Meeting & Forum at ET
  - May 3-4 – Saltwater Classic

- May 6 – RCCL Welcome Home Celebration at Jetty Park
- May 16-19 – Thunder on Cocoa Beach

Environmental Update:

- CPA partnered with Propeller Club for KBB Trash Bash on April 6
  - More than 15 bags of trash collected by a dozen volunteers
- Canaveral Sand Bypass Press Event
  - Chairman Loyd welcomed Representative Bill Posey and Col. Andrew Kelly, US Army Corps of Engineers to Port Canaveral on April 22
  - Attendees toured the Port by boat to see key infrastructure projects, future projects and the sand bypass project
  - Largest sand bypass project in our history, will have pumped 1.4 million cubic yards of sand upon completion
  - Targeted completion by May 15
  - Completed project will bring Jetty Park shoreline and points in Cape Canaveral/Cocoa Beach to 1950's historic levels program.

LNG Update:

- Community outreach sessions provide an opportunity for questions
  - **Previous Events:**
    - March/April – CPA Employees
    - April 3 – Ceres Employees
    - April 8 – Space Coast League of Cities
    - April 9 – East Merritt Island HOA
    - April 9-11 – Seatrade Cruise Global
    - April 11 – SGMF Announced Results of “Well-to-Wake GHG Lifecycle Study”
  - **Upcoming Events:**
    - May 1-2 – SGMF Board & Forum at Port Canaveral
    - May 11 – Space Coast League of Women Voters
  - Chief Sargeant’s presentation available online
    - [www.portcanaveral.com/about/LNG-at-Port-Canaveral](http://www.portcanaveral.com/about/LNG-at-Port-Canaveral)

Government Affairs Update:

- Participated in US Coast Guard Foundation’s 25<sup>th</sup> Tribute to the US Coast Guard Seventh District in Fort Lauderdale on April 18
  - Admiral Karl Schultz, USCG Commandant provided keynote address
  - Tom Crowley, Chairman and CEO of Crowley Maritime Corp. honored during event
  - Port Canaveral partnered with Crowley for post-Hurricane Irma relief effort to Puerto Rico
- US Department of Transportation Secretary Elaine Chao visited Kennedy Space Center to highlight the Port’s innovative role in Commercial Space

2. **Presentation of selected financial information memo for March 2019 (Michael Poole)**
3. **Consideration for approval of the Financial Reports for March 2019 (Pat Poston)**

**After presentation of the financial information for March 2019 and the Financial Reports for March 2019 (#2 and #3), Commissioner Harvey motioned approval of the March 2019 Financial Information Memo, the Statistical Report, Aging Report, List of Bills, List of Disposals, Attorney Fees and Commissioner Expenses. Commissioner Allender seconded the motion and the motion passed 5/0.**

**PUBLIC COMMENT ON CONSENT AGENDA:** None.

**CONSENT AGENDA:** Consent Item 1C was pulled for discussion. **Commissioner Justice motioned to approve items 1A, 1B, 1D, 1F, 2A, 3A and 3B. Item 1E was pulled from the agenda. Commissioner Harvey seconded the motion and the motion passed 5/0.**

1C. Consideration of approving the following changes associated with the value engineering of the Cruise Terminal 3 project: (Tom Foxhoven/Bill Crowe)

Decrease Ivey's Construction, Inc. current contract by \$3,885,234 for Cruise Terminal 3 Value Engineering construction options. The original contract was decreased from \$78,983,620 to \$78,338,865 with first round of VE items. The new contract value will be \$74,453,631.

**Commissioner Allender pulled this item for discussion. He motioned to approve this item and Commissioner Harvey seconded the motion. The motion passed 5/0.**

**PUBLIC COMMENT:** None

**COMMISSIONER REPORTS/DISCUSSION:**

Commissioner Justice spoke regarding Ambassador Emeritus Captain Ed Lanni and his 94<sup>th</sup> birthday. He also spoke regarding the EDC and Florida Defense Alliance.

Commissioner Allender – nothing.

Commissioner Harvey traveled to Orlando International Airport with Barry Campagnoni for security discussion.

Chairman Loyd spoke regarding the Seatrade Conference he attended.

Commissioner Hattaway spoke regarding the May 9<sup>th</sup> LEAD Brevard event.

**ADJOURNMENT:** The meeting was adjourned at 8:00 p.m. until the next regularly scheduled meeting on Wednesday, May 22, 2019 at 10 a.m.

**CANAVERAL PORT AUTHORITY**

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Micah Loyd, Chairman

ATTEST

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Bob Harvey, Secretary/Treasurer

**Meeting Date**

May 22, 2019



**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Commission
Requested Action:	Commission Attorney contract. (Micah Loyd)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[Bistline CPA Retainer Agreement May 2019.docx](#)



**PORT ATTORNEY RETAINER AGREEMENT**

THIS AGREEMENT is made and entered into by and between THE CANAVERAL PORT AUTHORITY, hereinafter referred to as "BOARD", and HAROLD T. BISTLINE, hereinafter referred to as "ATTORNEY", of the law firm of STROMIRE, BISTLINE & MINICLIER, attorneys at Law, hereinafter referred to as "FIRM".

**W I T N E S S E T H:**

WHEREAS, the ATTORNEY is duly licensed and authorized, and admitted to practice the profession of law in the State of Florida; and

WHEREAS, the BOARD desires to retain the services of the ATTORNEY for a two year term beginning on the 1st day of June, 2019, and ending on the 31st day of May, 2021, upon the following terms and conditions; and

WHEREAS, the parties desire to reduce to writing their agreements herein; and

WHEREAS, HAROLD T. BISTLINE is the individual ATTORNEY charged with personal responsibility for the performance of the services required of the Port Attorney.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties

do hereby mutually covenant and agree with each other as follows:

1. The BOARD does hereby retain ATTORNEY for a two year term beginning the 1st day of June, 2019, and ending on the 31st day of May, 2021, or as may be extended thereafter by mutual consent of the parties. Either party may terminate this Agreement without cause on sixty (60) days notice in writing to the other party. If the Agreement is not terminated by June 1 of any annual term, it will be automatically extended for an additional year.

2. During the term of this Agreement, it is agreed that ATTORNEY shall represent the BOARD in its legal matters which the BOARD deems may require the services of ATTORNEY, except in those matters where ATTORNEY may have an unavoidable conflict of interest or where the matter requires alternate counsel, in which event ATTORNEY shall assist the BOARD and Chief Executive Officer (CEO) in securing competent legal counsel for any such matter.

3. ATTORNEY agrees to devote a sufficient amount of time and/or the time of any lawyer and staff employed by the FIRM to adequately, properly and promptly represent the BOARD in connection with its legal matters during the term of this Agreement. The ATTORNEY will be available to assist in or conduct negotiations or meetings on those matters of BOARD business as designated by the BOARD, or CEO. The BOARD and its staff will

provide the ATTORNEY with such matters it wants the ATTORNEY to review (including contracts for review), a reasonable period of time under the circumstances before the deadline for the ATTORNEY's work to be completed.

4. ATTORNEY shall attend all regular and special meetings and workshops of the BOARD.

5. ATTORNEY shall participate in communications with members of the BOARD, the CEO and Port Staff to discuss legal matters, review policy and reduce the risk of lawsuits and claims. ATTORNEY shall attend meetings as requested by the BOARD or CEO and shall timely respond to questions posed by the BOARD, CEO and Port staff.

6. ATTORNEY shall be familiar with applicable laws, statutes, regulations and administrative procedures as is required for the effective discharge of duties.

7. In addition, ATTORNEY shall take such action as in their discretion is required to provide the BOARD with definitive legal responses to legal questions which arise in the normal course of BOARD meetings.

8. For all legal services rendered as described above, the ATTORNEY shall be compensated for legal services by a retainer amount of \$12,000 per month, due and payable within thirty (30)

days of the date of invoice during the term of this Contract.

9. The ATTORNEY shall keep contemporaneous, detailed, actual and accurate time records with respect to all legal services rendered that are not covered by the retainer.

10. Hourly Rate Billing Outside The Retainer: Litigation and matters, including special projects, that are assigned to ATTORNEY that are outside the scope of the retainer shall be billed on an hourly rate of \$225.00 per hour and the invoices shall be paid by the BOARD on a monthly basis.

11. Out of pocket expenses incurred by ATTORNEY on behalf of the BOARD shall be reimbursed by the BOARD. Travel, including that by private automobile, outside Brevard County shall be reimbursed on the basis of Board policy.

12. Notwithstanding the provisions of paragraph 8 concerning a fixed monthly retainer, the services discussed in paragraph 10 will be in addition to the monthly retainer. Additionally, if a court awards attorney's fees the amount charged by ATTORNEY for which a third-party is responsible may exceed the hourly rates set out in paragraph 10, and shall be such reasonable rate as the court may set.

a. For representing the BOARD as Buyer or Seller in any real estate transaction, ATTORNEY shall be compensated in

accordance with the generally accepted practice in the community at rates generally charged for such services by independent counsel in the Central Florida area.

b. For services rendered in connection with any bond or debt issue, including referendum or refunding, the charges will be those generally charged for such services by independent counsel in the Central Florida area, and shall be discussed with the BOARD's Bond Counsel, Financial Advisor and Chief Financial Officer, and agreed upon prior to the rendering of services in this regard.

13. Expenses for attendance at classes, seminars or other educational activities directly related to this representation shall be reimbursed to the ATTORNEY according to Board Policy and ATTORNEY shall keep accurate, detailed, and contemporaneous time records for time expended in actual attendance and travel for such activities.

14. The cost of standard books, periodicals and other research or educational materials necessary or desirable to the proper representation of the BOARD shall not be charged to the BOARD and shall be at ATTORNEY'S expense; selected specialized material solely procured for BOARD matters will be reimbursed to ATTORNEY.

15. ATTORNEY shall submit an itemized statement to the BOARD each month showing the services rendered for which compensation is requested that are not covered by the retainer and for all items of reimbursement. Attorney shall semi-annually provide the Board members status reports on litigated matters handled by the Attorney.

**IN WITNESS WHEREOF**, the parties hereto have caused their hands and seals to be affixed hereon this \_\_\_\_ day of May, 2019.

**CANAVERAL PORT AUTHORITY:**

**ATTORNEY:**

By: \_\_\_\_\_  
**MICAH LOYD**  
Chairman

By: \_\_\_\_\_  
**HAROLD T. BISTLINE**  
STROMIRE, BISTLINE & MINICLIER

**Meeting Date**

May 22, 2019



**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Executive
Requested Action:	CEO Report
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

**Meeting Date**

May 22, 2019



**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Finance
Requested Action:	Presentation of selected Financial information memo for April 2019 (Michael Poole)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS\\_FIN\\_MEMO & STATEMENTS\\_5222019.pdf](#)





## **MEMORANDUM**

**TO:** John Murray, CEO  
**FROM:** Michael Poole, CFO  
**DATE:** May 14, 2019  
**SUBJECT:** Unaudited financial results – FY 2019 through April

The following is a summary of the financial results for FY 2019:

### **REVENUES**

#### **Operating Revenues**

Operating Revenues through April 30, 2019 are \$60.9 m, which is an increase of \$1.3 m (2.1%) when compared to the FY 2018 actual amount of \$59.6 m. The Operating Revenues are below the budgeted amount by \$1 m (-1.7%).

#### **Cruise Revenue:**

Total cruise revenue (including parking) of \$46.7 m is above FY 2018 by \$610 k (1.3%). It is below budget by \$1.4 m (-2.8%). We have had 2.7 million multi-day passengers on 400 calls. RCI's Harmony of the Seas and the Mariner of the Seas began homeporting at Canaveral on May 6<sup>th</sup>. Both ships are expected to generate higher levels than the previous ships they are replacing.

**Cargo Revenue:** Cargo revenue of \$5.4 m through April is \$300 k below prior year. As compared to budget, Cargo was \$282 k below budget. Slag, lumber, fuel and salt are above prior year but are offset by a decrease in containers and hurricane relief cargo.

**Non-ship Revenue:** Total non-ship revenues of \$8.9 m are \$960 k (12%) ahead of prior year and \$610 k above budget. This is mainly due to commercial vehicle fees and Jetty Park (Camping fees).

#### **Non-Operating Revenues:**

Non-operating revenues consist of earnings on cash balances, revenues from grant administration, insurance proceeds and gain on equipment disposal. Total revenues from this source for FY 2019 are \$2.5 m and are above prior year (by 1.9 m) due to insurance and increased interest income relating to higher investment balances.

#### **Total Revenues:**

Total revenue for the first seven months of FY 2019 is \$63.4 m and is above the same period for FY 2018 of \$60.2 by \$3.2 m (5.3%). As compared to budget, total actual revenues are above budgeted FY 2019 by \$623 k (1%).

## **EXPENSES**

### **Operating Expenses:**

Operating expenses are 5.3% or \$2.8 m below budget with savings in utilities, engineering and service contracts. Operating expenses are above prior year mainly due to depreciation and the timing of maintenance contracts.

### **Non-Operating Expenses:**

Non-operating expenses consists primarily of interest and debt issuance costs on bonds and loans. For Fiscal Year 2019, this amount is \$6.4 m which is \$225 k above budget and above prior year by \$597 k mainly due to debt issuance costs of our recent cruise terminal financing.

### **Total Expenses:**

Total expenses for Fiscal Year 2019 are \$56.8 m which is \$2.6 m below budget and \$2.5 m above prior year due to the reasons described above.

### **Net income for reinvestment in the Port:**

Our net income for reinvestment in the Port for Fiscal Year 2019 is \$6.6 m.

### **Accounts Receivable:**

Details on accounts receivable will be updated through the day of the Commission Meeting and distributed at the meeting.

Attachments –

Income Statement – April 2019

Statements of Net Position – April 2019



# Canaveral Port Authority

## Income Statement YTD

### April 2019

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year Actual
<b>REVENUES</b>								
Cruise	4,734,580	5,299,172	(564,592)	5,281,721	35,734,191	36,388,650	(654,459)	34,963,178
Cruise Parking	1,539,048	1,749,285	(210,237)	1,717,533	10,935,667	11,642,621	(706,954)	11,092,418
Cargo	827,347	811,306	16,041	869,909	5,396,480	5,679,213	(282,733)	5,695,083
<b>TOTAL SHIP RELATED OPERATING REVENUES</b>	<b>\$ 7,100,975</b>	<b>\$ 7,859,763</b>	<b>\$ (758,788)</b>	<b>\$ 7,869,163</b>	<b>\$ 52,066,339</b>	<b>\$ 53,710,484</b>	<b>\$ (1,644,145)</b>	<b>\$ 51,750,678</b>
Leases	\$ 788,593	\$ 753,281	\$ 35,312	\$ 669,197	\$ 5,232,770	\$ 5,145,145	\$ 87,625	\$ 4,805,340
Recreation	321,567	369,824	(48,257)	324,401	2,079,940	2,024,598	55,342	1,911,877
Miscellaneous	267,203	144,876	122,327	211,330	1,550,498	1,081,632	468,866	1,189,287
<b>TOTAL NON-SHIP RELATED OPERATING REVENUES</b>	<b>\$ 1,377,363</b>	<b>\$ 1,267,981</b>	<b>\$ 109,382</b>	<b>\$ 1,204,928</b>	<b>\$ 8,863,208</b>	<b>\$ 8,251,375</b>	<b>\$ 611,833</b>	<b>\$ 7,906,503</b>
<b>TOTAL OPERATING REVENUES</b>	<b>\$ 8,478,338</b>	<b>\$ 9,127,744</b>	<b>\$ (649,406)</b>	<b>\$ 9,074,091</b>	<b>\$ 60,929,547</b>	<b>\$ 61,961,859</b>	<b>\$ (1,032,312)</b>	<b>\$ 59,657,182</b>
<b>TOTAL NON-OPERATING REVENUES</b>	<b>\$ 344,073</b>	<b>\$ 77,084</b>	<b>\$ 266,989</b>	<b>\$ 309,050</b>	<b>\$ 2,499,095</b>	<b>\$ 843,654</b>	<b>\$ 1,655,441</b>	<b>\$ 581,252</b>
<b>TOTAL REVENUES</b>	<b>\$ 8,822,411</b>	<b>\$ 9,204,828</b>	<b>\$ (382,417)</b>	<b>\$ 9,383,141</b>	<b>\$ 63,428,642</b>	<b>\$ 62,805,513</b>	<b>\$ 623,129</b>	<b>\$ 60,238,433</b>
<b>EXPENSES</b>								
Operations	488,474	572,638	(84,164)	707,531	3,748,141	3,852,035	(103,894)	3,833,048
Facilities	779,808	935,851	(156,043)	918,207	6,169,498	6,819,941	(650,443)	6,066,460
Parks and Recreation	126,160	159,154	(32,994)	129,004	876,685	1,021,374	(144,689)	828,093
Exploration Tower	53,497	50,222	3,275	56,939	343,432	366,400	(22,968)	380,572
Public Safety	801,638	818,442	(16,804)	762,587	5,598,292	5,726,338	(128,046)	5,265,857
Fire Training Facility	29,756	27,207	2,549	19,845	165,157	183,477	(18,320)	102,442
Commission	30,575	25,643	4,932	22,863	181,739	197,072	(15,333)	171,841
Executive	142,791	153,865	(11,074)	120,715	1,049,797	1,091,169	(41,372)	829,958
Finance & Accounting	118,322	143,244	(24,922)	120,222	1,005,711	1,091,267	(85,556)	979,288
Administrative Services	598,324	620,175	(21,851)	667,348	3,900,167	4,497,242	(597,075)	3,445,838
Engineering & Environmental	161,046	209,929	(48,883)	206,397	1,134,824	1,474,631	(339,807)	1,001,508
Business Development	124,184	178,062	(53,878)	136,022	972,767	1,232,862	(260,095)	859,220
Tenant & Property Development	65,787	70,148	(4,361)	40,368	369,990	529,118	(159,128)	578,700
Government & Strategic Comm.	100,992	138,310	(37,318)	76,805	624,448	994,210	(369,762)	534,448
Depreciation and Amort.	3,469,294	3,455,104	14,190	3,363,436	24,285,060	24,185,728	99,332	23,544,054
<b>TOTAL OPERATING EXPENSES</b>	<b>7,090,648</b>	<b>7,557,994</b>	<b>(467,346)</b>	<b>7,348,289</b>	<b>50,425,708</b>	<b>53,262,864</b>	<b>(2,837,156)</b>	<b>48,421,328</b>
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>818,936</b>	<b>876,642</b>	<b>(57,706)</b>	<b>827,068</b>	<b>6,420,192</b>	<b>6,194,468</b>	<b>225,724</b>	<b>5,823,088</b>
<b>TOTAL EXPENSES</b>	<b>7,909,584</b>	<b>8,434,636</b>	<b>(525,052)</b>	<b>8,175,357</b>	<b>56,845,899</b>	<b>59,457,332</b>	<b>(2,611,433)</b>	<b>54,244,416</b>
<b>NET INCOME</b>	<b>\$ 912,826</b>	<b>\$ 770,192</b>	<b>\$ 142,634</b>	<b>\$ 1,207,783</b>	<b>\$ 6,582,742</b>	<b>\$ 3,348,181</b>	<b>\$ 3,234,561</b>	<b>\$ 5,994,017</b>



# Canaveral Port Authority

## Statements of Net Position

### April 2019

	April 2019	April 2018
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 63,139,701	\$ 63,250,180
Cash and cash equivalents - restricted	115,498,142	7,967,383
Investments	469,974	469,424
Accounts receivable, net	8,227,574	7,049,548
Prepaid expenses	1,193,974	857,940
Due from other governmental units	5,508,425	1,071,185
Inventory	116,216	129,906
Other receivables, current	155,060	79,791
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 194,309,066</b>	<b>\$ 80,875,358</b>
<b>NONCURRENT ASSETS</b>		
Cash & cash equivalents - restricted	12,152,138	5,234,736
Other receivables, long term	536,661	688,799
Capital Assets, Net of Accumulated Depreciation	602,887,426	581,717,363
<b>TOTAL NONCURRENT ASSETS</b>	<b>\$ 615,576,225</b>	<b>\$ 587,640,898</b>
<b>TOTAL ASSETS</b>	<b>\$ 809,885,291</b>	<b>\$ 668,516,256</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	<b>\$ 562,686</b>	<b>\$ 737,815</b>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 5,527,962	\$ 2,529,620
Unearned Revenue	1,773,858	1,639,986
Payroll and sales tax payable	173,630	235,323
Revenue bonds payable, current	10,316,183	9,464,376
Line of credit, current	30,560,175	15,985,543
Other liabilities, current	133,793	95,256
Payable from restricted assets:		
Accrued interest payable	4,022,217	4,179,034
Revenue bonds payable, current	229,167	1,466,667
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$ 52,736,985</b>	<b>\$ 35,595,805</b>
<b>NONCURRENT LIABILITIES</b>		
Revenue bonds payable, less current portion	\$ 383,764,620	\$ 277,751,935
Other noncurrent liabilities		
Other liabilities, long-term portion	1,139,602	1,342,453
Net OPEB obligations, less current portion	1,576,387	1,819,000
Accrued compensated absences less current portion	805,725	668,854
<b>TOTAL NONCURRENT LIABILITIES</b>	<b>\$ 387,286,334</b>	<b>\$ 281,582,243</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 440,023,319</b>	<b>\$ 317,178,048</b>
<b>NET POSITION</b>		
Invested in capital assets, net of related debt	\$ 308,652,742	\$ 285,754,041
Restricted for future debt service	12,152,138	5,234,736
Unrestricted	49,619,779	61,087,247
<b>TOTAL NET POSITION</b>	<b>\$ 370,424,659</b>	<b>\$ 352,076,023</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 810,447,978</b>	<b>\$ 669,254,071</b>

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration for approval of the Financial Reports for April 2019 (Patricia Poston)  A. Statistical Report  B. Aging Report  C. List of Bills  D. List of Disposals  E. Attorney Fees  F. Commissioner Expenses
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

**Attachments:**[REPORTS\\_FIN\\_STATISTICAL\\_5222019.pdf](#)[REPORTS\\_FIN\\_AGING\\_5222019.pdf](#)[REPORTS\\_FIN\\_LIST OF BILLS\\_5222019.pdf](#)[REPORTS\\_FIN\\_LIST OF DISPOSALS\\_5222019.pdf](#)[REPORTS\\_FIN\\_LEGAL BILLS\\_5222019 Public.pdf](#)[REPORTS\\_FIN\\_COMMISSIONER MINOR EXPENSES\\_5222019 Public.pdf](#)



CANAVERAL PORT AUTHORITY  
STATISTICAL REPORT FOR APRIL 2019  
Updated: 5/10/19

SHIP CALLS:	YTD FY2019	YTD FY2018	%	April 2019	April 2018	%
Cargo	209	291		34	42	
Layberth / Other	17	29		4	3	
Cruise & Gaming	816	827		119	119	
TOTAL SHIP CALLS:	1,042	1,147	-9.15%	157	164	-4.27%
SHIP DAYS ON BERTH:	1,368	1,489	-8.13%	207	217	-4.61%
CARGO TONNAGE (short tons):						
Aggregate / Limestone	308,310	252,378	22.16%	62,056	63,944	-2.95%
Concentrate	1,341		100.00%			
Empty Containers	991	5,815	-82.96%	76	169	-55.06%
Fertilizer - Bulk	35,713	14,331	149.20%			
General Miscellaneous	187	848	-77.95%	22	60	-62.53%
Granite / Rock	209,966	262,622	-20.05%			
Hurricane Relief		36,909	-100.00%		2,046	-100.00%
Kraft Liner Board / Pulp / Fiber		4,739	-100.00%			
Loaded 20' Containers	2,781	4,695	-40.77%	785	200	292.73%
Loaded 40' Containers	44	53,817	-99.92%			
Lumber ( 124,842 1000'sBF/ 77,691 1000'sBF)	184,893	116,543	58.65%	30,135	30,831	-2.26%
Machinery, Equipment (W/M)	727	5,939	-87.76%	15	11	36.09%
New Cars - Import ( 8,920 / 14,423 )	15,044	23,774	-36.72%	967	4,260	-77.30%
Newsprint	37,012	46,695	-20.74%	9,107	17,711	-48.58%
Petroleum	2,496,990	2,366,342	5.52%	430,166	434,572	-1.01%
Salt	201,473	181,930	10.74%	37,309	32,427	15.05%
Sea Bed Mats ( 0 / 96 )		792	-100.00%		792	-100.00%
Slag	339,627	294,202	15.44%	53,902	14,811	263.94%
Space Program/ Rocket Boosters	119	56	112.50%	9		100.00%
Steel & Iron Products	6,387	468	1264.74%		468	-100.00%
Supersacks	2,845	553	414.47%			
Used Cars - Export ( 225 / 393 )	413	635	-34.96%	55	90	-38.96%
Used Cars - Import ( 1 / 3 )	2	10	-80.00%			
Used Trucks - Export ( 184 / 266 )	2,120	2,952	-28.18%	667	398	67.58%
Used Trucks - Import ( 0 / 5 )		58	-100.00%			
Yachts & Boats ( 9 / 0 )	18		100.00%			
TOTAL CARGO TONNAGE:	3,847,003	3,677,103	4.62%	625,272	602,790	3.73%
CARGO REVENUE:	\$ 5,189,585	\$ 5,442,181	-4.64%	\$ 774,530	\$ 841,814	-7.99%
LAYBERTH/OTHER REVENUE:	\$ 206,896	\$ 252,901	-18.19%	\$ 52,818	\$ 28,095	87.99%
GRAND TOTAL CARGO / OTHER REVENUE:	\$ 5,396,480	\$ 5,695,083	-5.24%	\$ 827,347	\$ 869,909	-4.89%
CONTAINERS-# LOAD	343	TEU'S 350 2224	TEU'S 4221	85	TEU'S 85 20	TEU'S 20
CONTAINERS-# EMP'Y	361	TEU'S 363 1451	TEU'S 2537	40	TEU'S 40 32	TEU'S 32

CANAVERAL PORT AUTHORITY  
STATISTICAL REPORT FOR APRIL 2019

	YTD FY2019		YTD FY2018		%	February 2019		February 2018		%
* CRUISE PASSENGERS	* Rev. Psgrs. = both embarking and disembarking passengers									
MULTI-DAY CRUISE PASSENGERS:	PSGRS	VOY'G	PSGRS	VOY'G		PSGRS	VOY'G	PSGRS	VOY'G	
Carnival Cruise Lines										
Breeze - HP	251,942	29			100.00%	36,335	4			100.00%
Fascination - POC			4,237	2	-100.00%					
Liberty - HP	414,380	60	420,059	61	-1.35%	57,028	8	62,900	9	-9.34%
Magic - HP			257,976	30	-100.00%			34,647	4	-100.00%
Pride - POC			16,837	7	-100.00%					
Sunshine - HP	188,718	28	163,194	24	15.64%	29,231	4	35,654	5	-18.01%
Adonia (CCL Affiliate) - POC			622	1	-100.00%					
Aida Diva (CCL Affiliate) - POC	1,994	1	2,087	1	-4.46%					
Aida Luna (CCL Affiliate) - POC	6,906	3	4,585	2	50.62%					
Aida Mar (CCL Affiliate) - POC			2,172	1	-100.00%					
Queen Victoria (CCL Affiliate) - POC	1,850	1	3,772	2	-50.95%					
Veendam (CCL Affiliate) - POC	983	1			100.00%					
Ventura (CCL Affiliate) - POC	2,958	1	2,941	1	0.58%					
Zuiderdam (CCL Affiliate) - POC	1,659	1	1,725	1	-3.83%					
Disney Cruise Lines										
Dream - HP	466,588	61	461,927	61	1.01%	69,888	9	69,628	9	0.37%
Fantasy - HP	224,028	31	223,529	31	0.22%	29,826	5	29,932	4	-0.35%
Magic - POC	7,820	3	15,207	6	-48.58%					
Wonder - HP	29,751	6	70,533	14	-57.82%			15,097	3	-100.00%
Norwegian Cruise Lines										
Breakaway - POC			101,495	22	-100.00%			9,742	2	-100.00%
Epic - HP	209,743	24	209,531	24	0.10%	36,416	4	8,759	1	315.76%
Escape - POC	83,704	17			100.00%	10,154	2			100.00%
Gem - POC	10,985	4	11,556	4	-4.94%			11,556	4	-100.00%
Getaway - POC	9,738	2			100.00%	9,738	2			100.00%
Jade - POC	2,915	1			100.00%	2,915	1			100.00%
Pearl - POC	2,999	1			100.00%	2,999	1			100.00%
Sun - HP	22,663	6			100.00%	22,663	6			100.00%
Crystal Symphony (NCL Affiliate) - POC	668	1			100.00%					
Insignia (NCL Affiliate)	558	1			100.00%					
Marina (NCL Affiliate) - POC	1,000	1	1,207	1	-17.15%	1,000	1	1,207	1	-17.15%
Seven Seas Mariner (NCL Affiliate) - POC			398	1	-100.00%					
Seven Seas Navigator (NCL Affiliate) - POC	399	1			100.00%					
Sirena (NCL Affiliate) - POC			645	1	-100.00%			645	1	-100.00%
Other Cruise Lines - POC										
Amadea - POC	487	1			100.00%	487	1			100.00%
Europa 2 - POC			467	1	-100.00%					
Silver Muse - POC			478	1	-100.00%					
The World - POC			155	1	-100.00%					
Royal Caribbean Int'l										
Adventure of the Sea - POC	2,786	1			100.00%					
Anthem of the Seas - POC	57,319	12	90,927	19	-36.96%	9,657	2	19,369	4	-50.14%
Enchantment of the Seas - HP	318,742	61			100.00%	48,293	9			100.00%
Grandeur of the Seas - POC	16,739	8	21,880	11	-23.50%			4,053	2	-100.00%
Majesty of the Seas - HP			260,993	53	-100.00%			47,883	9	-100.00%
Navigator of the Seas - POC	2,134	1	2,977	1	-28.32%					
Oasis of the Seas - HP	316,942	26	388,249	33	-18.37%			63,245	5	-100.00%
Rhapsody of the Seas - POC	3,152	1			100.00%					
Symphony of the Seas - POC	5,141	1			100.00%					
Mein Schiff 6 (RCI Affiliate) - POC	7,342	3	5,134	2	43.01%					
TOTAL MULTI-DAY PASS'GERS:	2,675,733	400	2,747,495	420	-2.61%	366,630	59	414,317	63	-11.51%
GAMING VESSEL PASSENGERS:										
Victory 1	149,196	416	159,116	407	-6.23%	22,597	60	24,916	56	-9.31%
TOTAL GAMING VESSEL PASSENGERS	149,196	416	159,116	407	-6.23%	22,597	60	24,916	56	-9.31%
TOTAL CRUISE/GAMING PASSENGERS:	2,824,929	816	2,906,611	827	-2.81%	389,227	119	439,233	119	-11.38%
TOTAL MULTI-DAY CRUISE REVENUE:	\$ 45,519,756		\$ 44,824,627		1.55%	\$ 6,098,838		\$ 6,802,286		-10.34%
TOTAL GAMING VESSEL REVENUE:	\$ 1,150,102		\$ 1,230,968		-6.57%	\$ 174,790		\$ 196,968		-11.26%
GRAND TOTAL CRUISE / GAMING REVENUE:	\$ 46,669,858		\$ 46,055,596		1.33%	\$ 6,273,627		\$ 6,999,254		-10.37%
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:	\$ 52,066,339		\$ 51,750,678		0.61%	\$ 7,100,975		\$ 7,869,163		-9.76%





## INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority  
John Murray, CEO

FROM: Pat Poston, Senior Finance Director

DATE: May 14, 2019

SUBJECT: Account Receivable Update

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The following is a brief update of the Accounts Receivable billing and collection process: Staff continues to work with our customers to ensure collection and credit of accounts.

We are coordinating efforts to ensure all charges and payments for accounts are double checked for accuracy. We will send any necessary collection notices for violations and assess the applicable late fees. The updated aging results will be provided at the meeting on May 22, 2019.

Attached is the aging report as of May 14, 2019. The Current accounts are 99.6% of total Accounts Receivable of \$4,650,619 with the majority of the balance in the 31-60 day amount.

The following accounts have been/are due to receive 30 day notifications. Any who have not paid their accounts will be subject to be placed on the agenda for action:

Beyel Brothers, Inc.  
Booz Allen Hamilton Inc.

GT USA LLC  
Michael P. Midgett (Portside Galley)

## A/R Aging Summary

## Canaveral Port Authority

5/14/2019

Company Name	Current	31-60	61-90	>90	Total
745 Holding Company, Inc.	(\$3.98)	\$0.00	(\$1.99)	(\$1.98)	(\$7.95)
888 Taxi LLC	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00
AAEA Investments, LLC	\$0.00	\$0.00	(\$1.16)	(\$1.16)	(\$2.32)
Ambassador Services, INC	\$211,416.25	\$0.00	\$0.00	\$0.00	\$211,416.25
Ambassador Services, LLC	\$97,153.95	\$0.00	\$0.00	\$0.00	\$97,153.95
American Boom and Barrier Corp	\$4,988.67	\$0.00	\$0.00	\$0.00	\$4,988.67
American Cruise Aid Logistics, Inc	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Barry University	\$11,170.47	\$0.00	\$0.00	\$0.00	\$11,170.47
Beyel Brothers, Inc.	\$3,584.00	\$2,134.00	\$0.00	\$0.00	\$5,718.00
Booz Allen Hamilton Inc.	\$64.59	\$64.59	\$64.59	\$103.36	\$297.13
Canaveral Crossroads LLC	(\$5.98)	\$0.00	\$0.00	\$0.00	(\$5.98)
Cape Canaveral Marine Center LP	(\$14.93)	(\$14.93)	(\$14.93)	(\$29.86)	(\$74.65)
Cape Canaveral Shrimp Co.	\$0.00	(\$5.22)	(\$5.22)	(\$21.68)	(\$32.12)
Carnival Cruise Line/Seabourn	\$454,136.10	\$0.00	\$0.00	\$0.00	\$454,136.10
Cartainer Ocean Line, Inc.	\$1,357.11	(\$1.27)	(\$1.27)	(\$1,369.45)	(\$14.88)
Civil and Marine, Inc.	\$3,494.10	\$0.00	(\$17.91)	(\$13,678.50)	(\$10,202.31)
Colonial Oil Industries, Inc.	\$1.70	\$0.00	\$0.00	\$0.00	\$1.70
Continental Florida Materials, Inc.	\$0.00	\$0.00	\$0.00	\$159.24	\$159.24
Duncan Mackenzie (Harbor Square Marina)	\$1,973.37	(\$7.40)	\$0.00	\$0.00	\$1,965.97
Fillette Green Shipping Services (USA) Corp	\$55,604.28	\$0.00	\$0.00	\$0.00	\$55,604.28
Flexboat USA Holdings, LLC	\$3,667.81	\$0.00	\$0.00	\$0.00	\$3,667.81
Florida Biplanes	\$352.49	(\$7.00)	\$0.00	\$0.00	\$345.49
G2 Ocean AS	\$24,833.50	\$0.00	\$0.00	\$0.00	\$24,833.50
GAC Shipping (USA) Inc	\$15,465.79	\$0.00	\$0.00	\$0.00	\$15,465.79
Gator's Dockside of Port Canaveral, LLC	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
GT USA LLC	\$17,851.18	\$6,762.86	\$0.00	\$28,161.70	\$52,775.74
Harbor Services Inc	(\$866.73)	\$0.00	\$0.00	\$0.00	(\$866.73)
Harbortown Marina-Canaveral, Ltd.	(\$1,193.58)	\$0.00	\$0.00	\$0.00	(\$1,193.58)
Host Agency	\$22,912.66	\$0.00	\$0.00	\$0.00	\$22,912.66
Inchcape Shipping Service	\$40,990.95	\$0.00	\$0.00	\$0.00	\$40,990.95
Magical Cruise Company dba Disney Cruise Line	\$474,680.57	\$0.00	\$0.00	\$0.00	\$474,680.57
Maritime Safety Academy of Florida	\$2,595.61	\$0.00	\$0.00	\$0.00	\$2,595.61
Martin Marietta Materials	\$46,567.11	\$0.00	\$0.00	\$369.67	\$46,936.78
Michael P. Midgett (Portside Galley)	\$3,328.07	\$3,328.07	\$0.00	\$0.00	\$6,656.14
MLSBC Cruises Ltd	\$1,558,615.79	\$0.00	\$0.00	\$0.00	\$1,558,615.79
Moran Gulf Shipping	\$162,512.90	\$0.00	\$0.00	\$0.00	\$162,512.90
Morton Salt, Inc.	\$14,293.57	\$0.00	\$0.00	\$0.00	\$14,293.57
Norfolk Dredging	\$87.45	\$0.00	\$0.00	\$0.00	\$87.45
Norton Lilly International	\$195,144.49	(\$1,545.00)	\$0.00	\$0.00	\$193,599.49
Norwegian Cruise Line	\$579,664.28	\$0.00	\$0.00	\$0.00	\$579,664.28
NYK Line RoRo Division	\$10,445.63	\$0.00	\$0.00	\$0.00	\$10,445.63
Oceania Services, Inc. dba The UPS Store	(\$1.60)	\$0.00	\$0.00	\$0.00	(\$1.60)
Palmdale Oil Company, Inc.	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
Parker Brothers Concepts	\$9,069.50	(\$245.90)	(\$64.09)	\$0.00	\$8,759.51
Parrish Medical Center	\$25,289.08	\$0.00	\$0.00	\$0.00	\$25,289.08
Petchem, Inc.	\$1,627.18	\$0.00	\$0.00	(\$4,679.09)	(\$3,051.91)
Pirates Best Marine LLC	\$4,116.41	\$0.01	\$0.01	(\$72.19)	\$4,044.24
Port Canaveral Yacht Club, Inc.	\$676.16	\$0.00	\$0.00	\$0.00	\$676.16
Princess Charters LLC	\$2,350.54	(\$6.60)	\$0.00	\$0.00	\$2,343.94
Sea Ray Division of Brunswick Corporation	\$2,134.00	\$0.00	\$0.00	(\$885.28)	\$1,248.72
Seabulk Towing, Inc.	\$563.54	\$313.54	\$312.31	(\$2,135.92)	(\$946.53)
Seafood Atlantic, Inc.	\$0.00	\$325.84	\$0.00	\$114.43	\$440.27
Seaport Canaveral Corporation	\$66,942.36	\$0.00	\$45.35	\$20.90	\$67,008.61
Sims Crane & Equipment Co., Inc.	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
Sophlex Enterprises Inc	\$783.58	\$48.56	(\$0.64)	(\$0.64)	\$830.86
SpaceX	\$5,810.03	\$0.00	\$0.00	\$0.00	\$5,810.03
SSI Lubricants, LLC (dba) SSI Petroleum	\$15.71	\$0.00	\$0.00	\$0.00	\$15.71
Terminal Shipping Company Inc	\$4,576.68	\$0.00	\$0.00	\$0.00	\$4,576.68
TransMontaigne Terminals LLC	\$66,438.87	\$0.00	\$0.00	(\$269.10)	\$66,169.77
Tropic Oil Co	\$3,506.70	\$0.00	\$0.00	\$0.00	\$3,506.70
United States Coast Guard	\$6,021.47	\$0.00	\$0.00	\$0.00	\$6,021.47
Valls Shipping Company	\$18,117.40	\$0.00	\$0.00	\$0.00	\$18,117.40
Vectorworks Merritt Island, LLC	\$80.91	\$80.91	\$0.00	\$0.00	\$161.82
Victory Casino Cruise	\$14,924.36	\$0.00	\$0.00	\$0.00	\$14,924.36
Vitol Inc	\$333,592.01	\$0.00	\$0.00	(\$10.10)	\$333,581.91
Watkins Oil Co., Inc.	\$24.96	\$0.00	\$0.00	\$0.00	\$24.96
<b>Total</b>	<b>\$4,633,304.09</b>	<b>\$11,225.06</b>	<b>\$315.05</b>	<b>\$5,774.35</b>	<b>\$4,650,618.55</b>
	99.6%	0.2%	0.0%	0.1%	100.0%

**Canaveral Port Authority**  
**CPA List of Bills**  
**April 1, 2019 - April 30, 2019**

Date	Document #	Type	Name	Memo	Amount
4/4/2019	140531	Bill Payment	Space Coast Auto Supply Inc		(\$258.53)
4/4/2019	140496	Bill Payment	Facilities Management Express LLC		(\$5,250.00)
4/4/2019	140495	Bill Payment	DLT Solutions		(\$2,409.44)
4/4/2019	140514	Bill Payment	Lake Doctors Inc, The		(\$405.00)
4/4/2019	140538	Bill Payment	UniFirst Corporation		(\$254.56)
4/4/2019	140500	Bill Payment	Flanders Electric Motor Service		(\$2,600.00)
4/4/2019	140499	Bill Payment	Ferguson Enterprises Inc		(\$1,826.02)
4/4/2019	140485	Bill Payment	Big Red Inc		(\$2,660.00)
4/4/2019	140484	Bill Payment	Bayshore Solutions LLC		(\$1,050.00)
4/4/2019	140502	Bill Payment	FPIS Inc		(\$1,458.00)
4/4/2019	140535	Bill Payment	The Integration Factory Inc		(\$422.65)
4/4/2019	140490	Bill Payment	Color Card Administrator Corp		(\$37.97)
4/4/2019	140488	Bill Payment	Carrier Enterprise LLC		(\$233.00)
4/4/2019	140487	Bill Payment	Brinks Incorporated	Armored Car Services	(\$571.80)
4/4/2019	140477	Bill Payment	2020 Exhibits Chicago Inc		(\$4,591.00)
4/4/2019	140493	Bill Payment	D&A Building Services Inc		(\$8,893.00)
4/4/2019	140542	Bill Payment	Waterlogic Americas LLC		(\$2,400.00)
4/4/2019	140541	Bill Payment	The Vernon Company		(\$789.04)
4/4/2019	140540	Bill Payment	Village Flooring Plus LLC		(\$3,377.28)
4/4/2019	140537	Bill Payment	Uline Inc		(\$431.27)
4/4/2019	140508	Bill Payment	Hoover Audio Visual Inc		(\$10,566.00)
4/4/2019	140507	Bill Payment	Home Depot (Store)		(\$552.09)
4/4/2019	140506	Bill Payment	Hershey's Ice Cream		(\$429.00)
4/4/2019	140497	Bill Payment	Ferguson Enterprises Inc		(\$12.95)
4/4/2019	140492	Bill Payment	Cruise Industry News		(\$3,325.00)
4/4/2019	140491	Bill Payment	Consolidated Electrical Distributors Inc (	EB-17353	(\$2,303.25)
4/4/2019	140533	Bill Payment	Syn-Tech Systems Inc		(\$2,000.00)
4/4/2019	140530	Bill Payment	Sherwin Williams Company		(\$152.65)
4/4/2019	140529	Bill Payment	Scott Bickwid Consulting & Supply		(\$1,140.00)
4/4/2019	140504	Bill Payment	Granicus Inc		(\$6,339.00)
4/4/2019	140536	Bill Payment	Trane Company		(\$1,491.90)
4/4/2019	140516	Bill Payment	Lowe's Home Centers Inc		(\$341.04)
4/4/2019	140528	Bill Payment	Roper Plumbing Inc	DO NOT MAIL CHECK Give to Darlene	(\$853.00)
4/4/2019	140527	Bill Payment	Real Mobile Inc		(\$4,916.00)
4/4/2019	140526	Bill Payment	R.E. Michel Company LLC		(\$2,798.02)
4/4/2019	140501	Bill Payment	Florida High Speed Internet		(\$1,500.00)
4/4/2019	140498	Bill Payment	Florida Customs Brokers & Forwarders Assoc Inc		(\$500.00)
4/4/2019	140478	Bill Payment	Ace Hardware of Cape Canaveral		(\$57.93)
4/4/2019	140525	Bill Payment	Raybro Electric Supplies		(\$577.62)
4/4/2019	140524	Bill Payment	Quantum Distributors Inc		(\$212.90)
4/4/2019	140523	Bill Payment	PIP Printing		(\$1,005.70)
4/4/2019	140481	Bill Payment	Ambassador Services Inc	Initial Weight Testing & Certification for MHC	(\$1,750.00)
4/4/2019	140513	Bill Payment	Johnstone Supply	Maritime 2nd floor HVAC line insulation replacement Public safe	(\$362.90)
4/4/2019	140512	Bill Payment	Just Bag It Inc		(\$500.00)
4/4/2019	140510	Bill Payment	Iamgon Creative LLC		(\$3,500.00)
4/4/2019	140509	Bill Payment	HUB Parking Technology USA Inc		(\$15,124.00)
4/4/2019	140505	Bill Payment	Graybar Electric Co Inc		(\$2,394.00)
4/4/2019	140480	Bill Payment	Alerion Door & Glass Inc		(\$8,618.00)
4/4/2019	140486	Bill Payment	Boggs Fire Equipment Inc		(\$50.84)
4/4/2019	140483	Bill Payment	Archive Management Solutions LLC		(\$690.84)
4/4/2019	140543	Bill Payment	X-Treme Machine System Inc		(\$875.00)
4/4/2019	140539	Bill Payment	USM Restoration		(\$5,494.93)
4/4/2019	140522	Bill Payment	NXTurn LLC		(\$4,185.00)
4/4/2019	140521	Bill Payment	National Defense Transportation Assoc	Membership - Regional Patron - 040119-033120	(\$750.00)
4/4/2019	140520	Bill Payment	Engraving Etc		(\$27.20)
4/4/2019	140503	Bill Payment	Glover Oil Co Inc		(\$3,072.55)
4/4/2019	140489	Bill Payment	Central Hydraulics & Equipment Inc		(\$105.72)
4/4/2019	140519	Bill Payment	Morse Communications Inc		(\$8,364.47)
4/4/2019	140482	Bill Payment	American Maintenance		(\$94,399.69)
4/4/2019	140479	Bill Payment	Advance Auto Parts		(\$28.84)
4/4/2019	140518	Bill Payment	Mike Gulick's Signs		(\$938.00)
4/4/2019	140517	Bill Payment	Marie's Coffee Service		(\$296.53)
4/4/2019	140515	Bill Payment	Lightle Beckner Robison Inc		(\$13,829.67)
4/4/2019	140511	Bill Payment	IM Solutions Inc		(\$230.00)
4/4/2019	140494	Bill Payment	East Coast Fence & Guardrail of Brev		(\$2,750.00)
4/4/2019	140544	Bill Payment	Ace Hardware of Cape Canaveral		(\$263.20)
4/4/2019	140534	Bill Payment	TLC Phase I Owners Association Inc	Property Management Services for Titusville Logistic Center	(\$8,432.25)
4/4/2019	140532	Bill Payment	Space Coast Nursery		(\$106.82)

4/5/2019	140549	Bill Payment	Kool Breeze Ice Co			(\$180.00)
4/5/2019	140571	Bill Payment	Atkins North America Inc	17-023 Berthing & Facilities Feasibility Study & Detailed Design (		(\$25,062.33)
4/5/2019	140567	Bill Payment	USPS - Hasler Modular Mailing Systems	Mtr Acct 0000072003/Mtr Serial 011011644649		(\$1,000.00)
4/5/2019	140558	Bill Payment	Southern Lock & Supply			(\$71.03)
4/5/2019	140553	Bill Payment	PCMTA	Adjunct Instructors Payroll Feb 28-Mar 22 2019		(\$7,319.28)
4/5/2019	140552	Bill Payment	PFM Financial Advisors LLC	Investment Advisory Services January 2019		(\$2,554.24)
4/5/2019	140550	Bill Payment	MedFast Urgent Care Centers LLC	Physicals/Drug Screens		(\$305.00)
4/5/2019	140583	Bill Payment	Milhoan, Matthew	Peninsula Travel Shows - MA, RI & PA		(\$164.31)
4/5/2019	140564	Bill Payment	TWU-Local 525	March 2019 Union Dues		(\$1,961.80)
4/5/2019	140563	Bill Payment	Sysco Central Florida			(\$898.23)
4/5/2019	140562	Bill Payment	Suncoast Travel Industry Association	2019 Membership		(\$50.00)
4/5/2019	140561	Bill Payment	Stromire Bistline Minclier	Legal services rendered February 2019		(\$7,080.00)
4/5/2019	140559	Bill Payment	Space Coast Map LLC			(\$2,025.00)
4/5/2019	140551	Bill Payment	Mobile Modular Management			(\$2,735.60)
4/5/2019	140594	Bill Payment	Riley , Kimberly	Ground Transportation Deposit Refund		(\$469.96)
4/5/2019	140591	Bill Payment	Colonial Life & Accident Insurance	Colonial Insurance Plans 3/1, 3/15, 3/29/19		(\$124.50)
4/5/2019	140590	Bill Payment	AT&T	Misc Phone Lines 2/15-3/14/19		(\$2,587.04)
4/5/2019	140579	Bill Payment	Kimley-Horn and Associates Inc	Signal Coordination Plan of George King Blvd.		(\$9,162.23)
4/5/2019	140565	Bill Payment	State of FLA Dept of Mgmt Svcs	Switched Long Distance/Air Cards & Hotspots Feb & 2Z4770000		(\$2,872.86)
4/5/2019	140560	Bill Payment	Staples Inc	Office/Computer Supplies/Small Equipment/Furniture		(\$4,737.25)
4/5/2019	140598	Bill Payment	United Parcel Services	Misc Air Bills		(\$81.61)
4/5/2019	140572	Bill Payment	B & H Steel Company	16-001-North side Cruise Terminal Roadway--ODP		(\$133,700.00)
4/5/2019	140569	Bill Payment	Lisa Cullen Tax Collector	Tourist Tax-March 2019		(\$8,347.05)
4/5/2019	140568	Bill Payment	Visit Florida			(\$762.30)
4/5/2019	140566	Bill Payment	UniFirst Corporation			(\$254.20)
4/5/2019	140548	Bill Payment	Green Turtle Market	CPA Sponsored 2019 FEMA Port Security Grant		(\$565.20)
4/5/2019	140547	Bill Payment	Grainger Industrial Supply			(\$69.66)
4/5/2019	140599	Bill Payment	Waste Pro of Florida	Waste Removal 17 locations		(\$2,284.47)
4/5/2019	140589	Bill Payment	Aflac Group	AFLAC Employee Insurance Deductions January 2019		(\$1,142.38)
4/5/2019	140588	Bill Payment	Aflac Group	AFLAC Employee Insurance Deductions March 2019		(\$1,711.65)
4/5/2019	140587	Bill Payment	Aflac Group	AFLAC Employee Insurance Deductions February 2019		(\$1,142.38)
4/5/2019	140585	Bill Payment	Poole, Michael	Traveling Expenses-Disney Meeting		(\$303.84)
4/5/2019	140578	Bill Payment	J D Fields and Company Inc	18-012-CT3 Marine Works-ODP		(\$4,772,421.92)
4/5/2019	140576	Bill Payment	Heard Construction Inc	Hurricane 2017		(\$3,136.04)
4/5/2019	140575	Bill Payment	Environmental Research & Design Inc	FY'19 Water Quality Monitoring		(\$12,532.67)
4/5/2019	140574	Bill Payment	Concrete Impressions of Florida Inc	18-013-CT3 Improvements--ODP		(\$202,687.50)
4/5/2019	140592	Bill Payment	Dept of Business & Professional Regulation	FL Bldg permit Cert Surcharge Fee period Jan 1-Mar 31,2019		(\$18.86)
4/5/2019	140586	Bill Payment	Simmons, Jennifer	Mileage 3/19, 3/28/19		(\$235.14)
4/5/2019	140545	Bill Payment	Ace Hardware of Cape Canaveral			(\$40.30)
4/5/2019	140546	Bill Payment	Canaveral Fire Rescue	Worker's Comp Premiums 3Q payment		(\$25,923.40)
4/5/2019	140573	Bill Payment	CH2M Hill Engineers Inc	New Cruise Terminal Berth/17-005		(\$59,661.82)
4/5/2019	140597	Bill Payment	Robert Half International Inc	Temp Services		(\$141.76)
4/5/2019	140596	Bill Payment	Orlando Economic Partnership	Membership 5/1/19 to 4/30/20		(\$5,000.00)
4/5/2019	140581	Bill Payment	Cornelius , Samantha	Freight Forwarder Sales meeting		(\$139.90)
4/5/2019	140580	Bill Payment	Rush Construction	19-005 Ralph's Transfer		(\$58,433.60)
4/5/2019	140570	Bill Payment	Allen Engineering	Cove Parking Lot / CN 16-029		(\$2,935.00)
4/5/2019	140584	Bill Payment	Musser , Robert	Mileage 3/5, 3/25/19		(\$39.96)
4/5/2019	140582	Bill Payment	Crowe , Bill	Port & Terminal Technology Conference		(\$175.26)
4/5/2019	140595	Bill Payment	Lamb & Lerch			(\$1,507.50)
4/5/2019	140593	Bill Payment	FedEx	Misc Air Bills		(\$18.63)
4/5/2019	140557	Bill Payment	Safety Products Inc			(\$1,191.58)
4/5/2019	140556	Bill Payment	Real Mobile Inc			(\$324.00)
4/5/2019	140555	Bill Payment	PFM Financial Advisors LLC	Investment Advisory Services February 2019		(\$3,353.61)
4/5/2019	140577	Bill Payment	Interstate Highway Sign Corp	15-019-Portwide Wayfinding-ODP		(\$42,464.00)
4/5/2019	140554	Bill Payment	PCMTA	Adjunct Instructors Payroll Feb 28-Mar 22 2019		(\$9,322.92)
4/8/2019	140601	Bill Payment	Royal Caribbean	2018 Marketing Incentive		(\$123,306.69)
4/12/2019	140673	Bill Payment	Mendoza , Sir	Ground Transportation Deposit Refund		(\$263.58)
4/12/2019	140677	Bill Payment	Peak UpTime			(\$52,314.00)
4/12/2019	140622	Bill Payment	HUB Parking Technology USA Inc			(\$3,206.00)
4/12/2019	140667	Bill Payment	Milhoan, Matthew	Peninsula Travel Shows - TX		(\$199.69)
4/12/2019	140638	Bill Payment	SKYHELM LLC			(\$612.50)
4/12/2019	140637	Bill Payment	Schindler Elevator Corporation			(\$20,112.21)
4/12/2019	140612	Bill Payment	Coastal Cloud LLC			(\$5,370.24)
4/12/2019	140609	Bill Payment	Brevard County Sheriffs Office	Special Security Detail 3/23/19-4/5/19		(\$18,676.75)
4/12/2019	140642	Bill Payment	Staples Inc	Office/Computer Supplies/Small Equipment/Furniture		(\$2,321.56)
4/12/2019	140639	Bill Payment	Southeast Services of CFL Inc			(\$350.00)
4/12/2019	140633	Bill Payment	Questex Media Group LLC			(\$3,500.00)
4/12/2019	140603	Bill Payment	Ace Hardware of Cape Canaveral			(\$301.64)
4/12/2019	140678	Bill Payment	Waste Pro of Florida	Waste Removal CPA 555 Challenger Rd		(\$2,138.60)
4/12/2019	140628	Bill Payment	Paradise Ford			(\$214.61)
4/12/2019	140607	Bill Payment	Bears Playgrounds			(\$3,196.00)
4/12/2019	140606	Bill Payment	Applied Technology & Mgmt Inc	FEMA Flood Plain Appeal		(\$11,252.50)
4/12/2019	140658	Bill Payment	Southern Road & Bridge LLC	18-007 SCP4 Maintenance Repairs Project		(\$415,128.23)
4/12/2019	140653	Bill Payment	Florida Today	Ad-Request for Proposals: firms interested in providing Federal L		(\$1,470.72)
4/12/2019	140602	Bill Payment	A Duda and Sons Inc			(\$224.00)
4/12/2019	140670	Bill Payment	Da Silva Mateo, Mauro	Ground Transportation Deposit Refund		(\$494.99)
4/12/2019	140676	Bill Payment	Waldrop, Michael	Ground Transportation Deposit Refund		(\$494.99)

4/12/2019	140608	Bill Payment	Boulevard Tire Center		(\$348.00)
4/12/2019	140663	Bill Payment	Hammond , William	FEMA Annual Conference	(\$244.40)
4/12/2019	140662	Bill Payment	Feliciano, Samuel	2019 Ritchie Brothers Auction	(\$88.40)
4/12/2019	140661	Bill Payment	Arocha, George	Port & Terminal Technology Conference	(\$96.48)
4/12/2019	140646	Bill Payment	Torcivia Donlon Goddeau & Ansay PA		(\$1,000.00)
4/12/2019	140644	Bill Payment	The Integration Factory Inc		(\$422.65)
4/12/2019	140660	Bill Payment	Synhetex LLC	18-002-NCB8 Improvements ODP	(\$3,240.00)
4/12/2019	140659	Bill Payment	Southern Road & Bridge LLC	18-007 SCP4 Maintenance Repairs Project	(\$431,077.08)
4/12/2019	140657	Bill Payment	Rinker Materials	18-013-CT3 Improvements--ODP	(\$37,525.36)
4/12/2019	140625	Bill Payment	Mike Gulick's Signs		(\$258.00)
4/12/2019	140623	Bill Payment	Johnson Controls Fire Protection LP		(\$205.00)
4/12/2019	140605	Bill Payment	Anderson Rentals Inc		(\$109.75)
4/12/2019	140635	Bill Payment	Rocket City Supply Inc		(\$1,947.46)
4/12/2019	140611	Bill Payment	Certified Network Professionals Inc		(\$2,625.00)
4/12/2019	140640	Bill Payment	Southern Sewer Equipment Sales		(\$1,153.90)
4/12/2019	140636	Bill Payment	Safety Shoe Distributors LLC		(\$100.00)
4/12/2019	140672	Bill Payment	Luis , Siri	Ground Transportation Deposit Refund	(\$449.93)
4/12/2019	140671	Bill Payment	Hernandez , Mauricio	Ground Transportation Deposit Refund	(\$909.85)
4/12/2019	140617	Bill Payment	FedEx	Misc Air Bills	(\$68.71)
4/12/2019	140616	Bill Payment	Fastenal		(\$431.01)
4/12/2019	140643	Bill Payment	System Tech Services Inc		(\$410.34)
4/12/2019	140641	Bill Payment	Space Coast Auto Supply Inc		(\$54.72)
4/12/2019	140675	Bill Payment	Sanchez, Luis	Ground Transportation Deposit Refund	(\$484.97)
4/12/2019	140654	Bill Payment	Ivey's Construction Inc	18-011-CT3 D/B Garage--PUR-RFP-18-4	(\$196,935.13)
4/12/2019	140669	Bill Payment	Camejo, Fernando	Ground Transportation Deposit Refund	(\$489.98)
4/12/2019	140668	Bill Payment	Ahmed , Arif	Ground Transportation Deposit Refund	(\$500.00)
4/12/2019	140656	Bill Payment	Nationwide	Employee Pet Insurance Deductions Mar-19	(\$116.85)
4/12/2019	140655	Bill Payment	KMI International	PN-17-024PM-CT3 Owners Rep-PUR-RFQ-17-7	(\$61,416.00)
4/12/2019	140634	Bill Payment	Raybro Electric Supplies		(\$9,052.56)
4/12/2019	140627	Bill Payment	NXTurn LLC		(\$2,655.00)
4/12/2019	140626	Bill Payment	Motion Control Services Inc		(\$756.00)
4/12/2019	140604	Bill Payment	Advance Auto Parts		(\$296.23)
4/12/2019	140664	Bill Payment	Jendroch, Albert	Port & Terminal Technology Conference	(\$705.74)
4/12/2019	140624	Bill Payment	McGriff Seibels & Williams Inc	Workers Comp Study FY 19	(\$1,837.50)
4/12/2019	140621	Bill Payment	Glover Oil Co Inc		(\$1,661.93)
4/12/2019	140620	Bill Payment	Gattos Tires and Auto Service		(\$97.04)
4/12/2019	140618	Bill Payment	Ferguson Enterprises Inc		(\$1,842.67)
4/12/2019	140610	Bill Payment	Brevard County Windustrial Co		(\$273.50)
4/12/2019	140613	Bill Payment	Consolidated Electrical Distributors Inc	(EB-17353	(\$390.16)
4/12/2019	140649	Bill Payment	Uline Inc		(\$471.87)
4/12/2019	140648	Bill Payment	Turner, Christopher	Loan Payment Returned - refinanced #00003729214 dated 3/22/	(\$84.94)
4/12/2019	140647	Bill Payment	Trane Company		(\$3,089.10)
4/12/2019	140645	Bill Payment	The Vernon Company		(\$1,283.54)
4/12/2019	140619	Bill Payment	Florida Alarm & Security Technologies LLC		(\$464.00)
4/12/2019	140615	Bill Payment	Engraving Etc		(\$28.70)
4/12/2019	140614	Bill Payment	East Coast Fence & Guardrail of Brev		(\$5,735.09)
4/12/2019	140666	Bill Payment	Lum, Ken	Port & Terminal Technology Conference	(\$122.20)
4/12/2019	140665	Bill Payment	Luensmann , Diane	FPC Spring Board Mtg, Legislative Forum, FSTED Council Mtg	(\$96.48)
4/12/2019	140632	Bill Payment	PIP Printing		(\$124.41)
4/12/2019	140631	Bill Payment	Peak UpTime		(\$23,537.12)
4/12/2019	140630	Bill Payment	PCM/Tiger Direct		(\$880.00)
4/12/2019	140629	Bill Payment	Payment Express Inc	Merch Acct for Parking's Pay on Exit Credit Card Transactions	(\$639.04)
4/12/2019	140652	Bill Payment	X-Treme Machine System Inc		(\$3,550.47)
4/12/2019	140651	Bill Payment	United Parcel Services	Misc Air Bills	(\$110.15)
4/12/2019	140650	Bill Payment	UniFirst Corporation		(\$303.96)
4/12/2019	140674	Bill Payment	Rojas , Elbano	Ground Transportation Deposit Refund	(\$459.94)
4/17/2019	140693	Bill Payment	Dell Marketing LP		(\$4,143.80)
4/17/2019	140707	Bill Payment	Lamb & Lerch		(\$1,021.18)
4/17/2019	140692	Bill Payment	Cubix Inc		(\$450.00)
4/17/2019	140705	Bill Payment	Johnstone Supply		(\$1,258.58)
4/17/2019	140681	Bill Payment	Ace Hardware of Cape Canaveral		(\$138.26)
4/17/2019	140682	Bill Payment	Amerigas	Natural Gas Delivery	(\$1,511.93)
4/17/2019	140680	Bill Payment	888 Taxi LLC		(\$450.00)
4/17/2019	140679	Bill Payment	888 Taxi LLC		(\$850.00)
4/17/2019	140688	Bill Payment	Brevard County Windustrial Co		(\$39.16)
4/17/2019	140710	Bill Payment	Line-X of Brevard		(\$1,876.00)
4/17/2019	140708	Bill Payment	Jones Walker LLP		(\$10,200.00)
4/17/2019	140684	Bill Payment	Applicant Insight Inc		(\$130.00)
4/17/2019	140689	Bill Payment	Bucks Lawnmower Shop		(\$676.52)
4/17/2019	140721	Bill Payment	Space Coast Office of Tourism	Intele Travel FAM Radisson Resort 3/2/19	(\$50.00)
4/17/2019	140694	Bill Payment	Dyna Fire Inc		(\$440.94)
4/17/2019	140719	Bill Payment	Space Coast Rust Proofing & Car Care		(\$840.00)
4/17/2019	140717	Bill Payment	Southern Lock & Supply		(\$37.42)
4/17/2019	140715	Bill Payment	Rinker Materials	18-013-CT3 Improvements--ODP	(\$7,522.40)
4/17/2019	140711	Bill Payment	Mike Gulick's Signs		(\$200.00)
4/17/2019	140709	Bill Payment	Lightle Beckner Robison Inc	Services-Per Leasing Agreement	(\$919.92)
4/17/2019	140706	Bill Payment	Kazoo Inc		(\$2,500.00)

4/17/2019	140704	Bill Payment	Johnson Controls Fire Protection LP		(\$210.00)
4/17/2019	140696	Bill Payment	Ferguson Enterprises Inc		(\$4,870.07)
4/17/2019	140695	Bill Payment	Fastenal		(\$239.75)
4/17/2019	140690	Bill Payment	Business Research & Economic Advisors LLC (BREA)		(\$15,000.00)
4/17/2019	140687	Bill Payment	Brevard Business Telephone Systems		(\$84.75)
4/17/2019	140703	Bill Payment	IM Solutions Inc		(\$172.50)
4/17/2019	140698	Bill Payment	Grainger Industrial Supply		(\$400.47)
4/17/2019	140683	Bill Payment	Anderson Rentals Inc		(\$2,426.62)
4/17/2019	140725	Bill Payment	Satellite 1		(\$1,888.00)
4/17/2019	140724	Bill Payment	Peerfit		(\$918.43)
4/17/2019	140723	Bill Payment	UniFirst Corporation		(\$528.19)
4/17/2019	140722	Bill Payment	Uline Inc		(\$276.09)
4/17/2019	140720	Bill Payment	Space Coast Office of Tourism	CLIA Cruise3Sixty Trade Show	(\$1,447.50)
4/17/2019	140700	Bill Payment	Hershey's Ice Cream		(\$522.60)
4/17/2019	140718	Bill Payment	Space Coast Auto Supply Inc		(\$66.94)
4/17/2019	140702	Bill Payment	Imperial Towing of Brevard LLC		(\$35.00)
4/17/2019	140691	Bill Payment	Central Hydraulics & Equipment Inc		(\$100.31)
4/17/2019	140685	Bill Payment	Baker Distributing Co LLC		(\$393.82)
4/17/2019	140713	Bill Payment	Peerfit		(\$532.88)
4/17/2019	140712	Bill Payment	PIP Printing		(\$2,971.02)
4/17/2019	140686	Bill Payment	Bluepoints Marina at Port Canaveral		(\$558.13)
4/17/2019	140701	Bill Payment	Home Depot (Store)		(\$1,679.52)
4/17/2019	140699	Bill Payment	Gray Robinson PA	General Matters	(\$7,141.66)
4/17/2019	140726	Bill Payment	Windstream Communications Inc	Misc CPA phone lines	(\$493.23)
4/17/2019	140716	Bill Payment	Sherwin Williams Company		(\$1,206.98)
4/17/2019	140714	Bill Payment	Richard's Paint Mfg Co Inc		(\$97.89)
4/17/2019	140697	Bill Payment	Florida Bulb and Ballast		(\$344.00)
4/18/2019	140744	Bill Payment	United Parcel Services	Misc Air Bills	(\$41.73)
4/18/2019	140743	Bill Payment	Green Turtle Market	FEMA Port Security Grant Program Outreach	(\$168.40)
4/18/2019	140742	Bill Payment	Government Finance Officers Association	2019 Membership renewal	(\$150.00)
4/18/2019	140730	Bill Payment	Cornelius , Samantha	SeaTrade Cruise	(\$81.96)
4/18/2019	140729	Bill Payment	TranSystems Corp Consultants	CEI Services for North CT Roadway Network Project	(\$15,116.75)
4/18/2019	140728	Bill Payment	Orion Marine Construction Inc	Retainage	(\$174,733.39)
4/18/2019	140727	Bill Payment	Ivey's Construction Inc	18-013-CT 3 Improvements--PUR-RFP-18-3	(\$1,917,544.24)
4/18/2019	140731	Bill Payment	Feliciano, Samuel	Mileage 4/9/19	(\$43.57)
4/18/2019	140748	Bill Payment	US Customs and Border Protection	Expenses FY18 CT6/FY18 Network Connectivity Fee	(\$45,057.69)
4/18/2019	140745	Bill Payment	Cocoa Beach Regional Chamber of Commerce		(\$1,600.00)
4/18/2019	140739	Bill Payment	City of Cocoa	Water Sewer Utility Invoices 3/4-4/2/19	(\$126,869.16)
4/18/2019	140738	Bill Payment	Amerigas	Natural Gas Delivery	(\$478.10)
4/18/2019	140747	Bill Payment	Sunstate Awning & Graphic Design Inc		(\$1,232.00)
4/18/2019	140746	Bill Payment	McQueen, Kester	Ed Reimbursement-Heat, Vent and Refridgeration	(\$400.00)
4/18/2019	140734	Bill Payment	Milhoan, Matthew	Carnival Cruise Lines Informational Sessions	(\$138.78)
4/18/2019	140732	Bill Payment	Foxhoven, Thomas	Seatrade Cruise Global	(\$51.44)
4/18/2019	140735	Bill Payment	Palmer, Jason	Florida Building Commission Meeting	(\$78.78)
4/18/2019	140733	Bill Payment	Mathis, Clyde	Seatrade Global 2019	(\$94.86)
4/18/2019	140736	Bill Payment	Poston, David	CLIA Cruise3Sixty Trade Show	(\$275.34)
4/18/2019	140741	Bill Payment	Florida Today	Ad-Request for Qualifications	(\$1,758.33)
4/18/2019	140740	Bill Payment	FedEx	Misc Air Bills	(\$96.53)
4/18/2019	140737	Bill Payment	Sanchez, Marlene	SuiteWorld 2019 - NetSuite Annual Conference	(\$382.89)
4/26/2019	140755	Bill Payment	Allied Universal Security Services	Payment - Support for USS Indiana Commission Event	(\$15,402.65)
4/26/2019	140756	Bill Payment	Ambassador Services Inc		(\$690.00)
4/26/2019	140757	Bill Payment	American Business Interiors		(\$250.00)
4/26/2019	140758	Bill Payment	American Maintenance		(\$700.48)
4/26/2019	140759	Bill Payment	American Solutions for Business		(\$3,080.00)
4/26/2019	140760	Bill Payment	Arthur J Gallagher Risk Management Services Inc		(\$45,000.00)
4/26/2019	140763	Bill Payment	Brevard County Sheriffs Office	Special Security Detail - 4/6/19-4/19/19	(\$23,143.00)
4/26/2019	140764	Bill Payment	Brevard Rigging & Supply		(\$183.00)
4/26/2019	140768	Bill Payment	Dyna Fire Inc		(\$1,925.00)
4/26/2019	140772	Bill Payment	FleetBoss GPS Inc		(\$2,377.89)
4/26/2019	140773	Bill Payment	Florida Alarm & Security Technologies LLC		(\$80.00)
4/26/2019	140783	Bill Payment	Health First Health Plans	Retiree Medical Insurance Premium	(\$2,158.70)
4/26/2019	140793	Bill Payment	Motion Control Services Inc		(\$2,009.58)
4/26/2019	140795	Bill Payment	PCMTA		(\$7,241.66)
4/26/2019	140807	Bill Payment	State of FLA Dept of Mgmt Svcs	Air Cards/Hotspots	(\$3,118.15)
4/26/2019	140811	Bill Payment	The Lincoln National Life Insurance Co	EAP Program	(\$971.52)
4/26/2019	140814	Bill Payment	UniFirst Corporation		(\$336.88)
4/26/2019	140815	Bill Payment	United Parcel Services	Misc Air Bills	(\$73.72)
4/26/2019	140822	Bill Payment	Orion Marine Construction Inc	PN-18-002 / NCB 8 Rehab / PUR-ITB-17-6	(\$937,975.31)
4/26/2019	140825	Bill Payment	RUSH Marine LLC	18-012-CT3 Marine Works	(\$769,633.70)
4/26/2019	140827	Bill Payment	Hilling, Raymond	Reimburse for Damages caused by Gate	(\$600.73)
4/26/2019	140770	Bill Payment	FedEx	Misc Air Bills	(\$24.68)
4/26/2019	140831	Bill Payment	Thaxton, Craig	Suite World - A Netsuite Annual Conference	(\$327.86)
4/26/2019	140832	Bill Payment	Crowe , Bill	Seatrade Cruise Global	(\$199.57)
4/26/2019	140833	Bill Payment	German, David	Seatrade Cruise Global 2019	(\$173.21)
4/26/2019	140749	Bill Payment	Ace Hardware of Cape Canaveral		(\$701.77)
4/26/2019	140752	Bill Payment	Advantage Concrete of Florida Inc		(\$807.50)
4/26/2019	140753	Bill Payment	Aire-Master of Eastern Florida		(\$622.50)



4/26/2019	140754	Bill Payment	Alerion Door & Glass Inc		(\$1,214.00)
4/26/2019	140776	Bill Payment	Florida Door Control of Orlando Inc		(\$9,934.74)
4/26/2019	140778	Bill Payment	Florida Power & Light Co	Electric invoices 3/15-4/16/19	(\$35,090.44)
4/26/2019	140780	Bill Payment	Glover Oil Co Inc		(\$4,364.78)
4/26/2019	140785	Bill Payment	Johnson Controls Fire Protection LP		(\$2,072.00)
4/26/2019	140790	Bill Payment	Lisa Cullen Tax Collector	Saltwater Fishing License Renewal for Jetty Park	(\$511.50)
4/26/2019	140791	Bill Payment	Melissa & Doug LLC		(\$418.87)
4/26/2019	140792	Bill Payment	Mike Gulick's Signs		(\$356.50)
4/26/2019	140799	Bill Payment	Raybro Electric Supplies		(\$60.00)
4/26/2019	140806	Bill Payment	Staples Inc	Office/Computer Supplies/Small Equipment/Furniture	(\$1,791.89)
4/26/2019	140810	Bill Payment	Sysco Central Florida		(\$1,192.55)
4/26/2019	140826	Bill Payment	PFM Financial Advisors LLC	Investment Advisory Services March 2019	(\$2,493.38)
4/26/2019	140828	Bill Payment	Feeley, Shannon	FEMA Pre Event Planning for Public Assistance Grant Program	(\$106.12)
4/26/2019	140786	Bill Payment	Johnstone Supply		(\$460.34)
4/26/2019	140787	Bill Payment	Kool Breeze Ice Co		(\$288.00)
4/26/2019	140788	Bill Payment	Lightle Beckner Robison Inc		(\$2,800.00)
4/26/2019	140835	Bill Payment	Poole, Michael	Seatrade Cruise Global	(\$142.50)
4/26/2019	140836	Bill Payment	Simmons, Jennifer	SeaTrade Cruise	(\$95.25)
4/26/2019	140808	Bill Payment	Superior Coatings Inc		(\$4,290.00)
4/26/2019	140774	Bill Payment	Florida Attractions Association	Membership dues fro April 1, 2019 - March 31, 2020	(\$1,450.00)
4/26/2019	140775	Bill Payment	Florida Bulb and Ballast		(\$817.50)
4/26/2019	140804	Bill Payment	Space Coast Office of Tourism	CPA sponsoring reception for Marvelous Mouse Travel agents 5/	(\$400.00)
4/26/2019	140805	Bill Payment	Space Coast Rust Proofing & Car Care		(\$490.00)
4/26/2019	140818	Bill Payment	Hawari, Wissam	Ground Transportation Deposit Refund	(\$500.00)
4/26/2019	140819	Bill Payment	Momary, Marwan	Ground Transportation Deposit Refund	(\$379.57)
4/26/2019	140824	Bill Payment	Southern Road & Bridge LLC	18-007 SCP4 Maintenance Repairs Project	(\$406,994.40)
4/26/2019	140761	Bill Payment	Big Red Inc		(\$2,660.00)
4/26/2019	140817	Bill Payment	York International Corp		(\$348.80)
4/26/2019	140820	Bill Payment	Bermello Ajamil & Partners Inc	17-024-CT3-Prof. Svcs.	(\$244,593.74)
4/26/2019	140821	Bill Payment	Ivey's Construction Inc	Port Wide Wayfinding / CN-15-019	(\$1,010,481.97)
4/26/2019	140796	Bill Payment	PIP Printing		(\$115.49)
4/26/2019	140797	Bill Payment	Plantation Landscaping & Irrigation LLC		(\$740.00)
4/26/2019	140798	Bill Payment	Quantum Distributors Inc		(\$179.31)
4/26/2019	140812	Bill Payment	The Lincoln National Life Insurance Co	EAP Program	(\$947.76)
4/26/2019	140813	Bill Payment	Tri-Dim Filter Corporation		(\$695.20)
4/26/2019	140834	Bill Payment	Murray, John	Lunch meeting with Space Florida to discuss commercial space a	(\$3,307.29)
4/26/2019	140816	Bill Payment	X-Treme Machine System Inc		(\$4,252.50)
4/26/2019	140762	Bill Payment	Breakbulk US OPCO Inc		(\$4,389.00)
4/26/2019	140784	Bill Payment	JC Ehrlich Co. Inc		(\$767.00)
4/26/2019	140777	Bill Payment	Florida Hydronics Inc		(\$2,384.00)
4/26/2019	140779	Bill Payment	Gattos Tires and Auto Service		(\$127.00)
4/26/2019	140781	Bill Payment	Graybar Electric Co Inc		(\$4,626.54)
4/26/2019	140782	Bill Payment	Green Turtle Market		(\$663.50)
4/26/2019	140829	Bill Payment	Milhoan, Matthew	Carnival Cruise Lines Informational Sessions	(\$504.08)
4/26/2019	140830	Bill Payment	Musser , Robert	AAPA Harbors & Navigation & Environmental Committee	(\$880.26)
4/26/2019	140750	Bill Payment	ADP LLC		(\$2,768.93)
4/26/2019	140751	Bill Payment	Advance Auto Parts		(\$199.73)
4/26/2019	140794	Bill Payment	Northstar Travel Media LLC		(\$6,000.00)
4/26/2019	140800	Bill Payment	Richard's Paint Mfg Co Inc		(\$381.55)
4/26/2019	140801	Bill Payment	Safety Shoe Distributors LLC		(\$756.21)
4/26/2019	140802	Bill Payment	Sherwin Williams Company		(\$44.55)
4/26/2019	140803	Bill Payment	Space Coast Auto Supply Inc		(\$208.08)
4/26/2019	140823	Bill Payment	Paul Bridges & Associates LLC	17-025 Mobile Harbor Crane Procurement Consulting	(\$8,779.45)
4/26/2019	140765	Bill Payment	Canaveral Fire Rescue	Vehicle Repair E52, Vehicle Repair T52	(\$1,578.84)
4/26/2019	140766	Bill Payment	Colonial Life & Accident Insurance	Colonial Insurance Plans 4/12/19, 4/26/19	(\$83.00)
4/26/2019	140767	Bill Payment	Consolidated Electrical Distributors Inc (	EB-17353	(\$1,483.96)
4/26/2019	140769	Bill Payment	Fastenal		(\$225.09)
4/26/2019	140771	Bill Payment	Ferguson Enterprises Inc		(\$2,178.03)
4/26/2019	140809	Bill Payment	Syn-Tech Systems Inc		(\$1,375.00)

## Operating Account

Balance From Prior Page

\$9,783,378.45PAYROLL ACCOUNT

4/12/2019	Net Payroll - WK 15	387,791.17
	FICA & Federal Taxes	136,730.54
	Third Party Payments made by ADP	2,118.18
4/26/2019	New Payroll - AXW/ WK 17 & 17-2 reissue	392,740.58
	FICA & Federal Taxes	136,397.64
	Third Party Payments mad by ADP	2,093.49

Sub-total \$1,057,871.60Grand total \$10,841,250.05



Item Description	FAM Asset ID	Fixed Asset ID	Make	Model	Serial #	Remaining Book value	Reason	Requested By	Disposal Method
<b>Fixed Assets</b>									
Truck 806	FAM002031	200644	Ford	F-150	1FTRF12296NB01995	\$ -	Obsolete	B.Carroll	Auction
Truck 406	FAM002030	200642	Ford	F-250	1FTNF20506EC67419	\$ -	Obsolete	B.Carroll	Auction
SUV 2207	FAM002049	2007000060	Ford	Escape	1FMCU92Z78KA01918	\$ -	Obsolete	B.Carroll	Auction
Trailer 2807	FAM002178	2007000104	AOK	6x12x6	5C7EE16126D000608	\$ -	Obsolete	B.Carroll	Auction
Trailer 511	FAM002073	2011108	Haulmark	TS6X12DS2	16HCB1213BG097876	\$ -	Obsolete	B.Carroll	Auction
Trailer 611	FAM002074	2011109	Haulmark	TS6X12DS2	16HCB1215BG097877	\$ -	Obsolete	B.Carroll	Auction
Trailer 711	FAM002075	2011110	Haulmark	TS6X12DS2	16HCB1217BG097878	\$ -	Obsolete	B.Carroll	Auction
SUV 1412	FAM002086	20120091	Ford	Escape XLS	1FMCU0C76CKB80874	\$ -	Obsolete	B.Carroll	Auction
Truck 1113	FAM002094	20130065	Ford	F250	1FTBF2A66DEA63876	\$ -	Obsolete	B.Carroll	Auction
Truck 1308	FAM002059	2008000031	Ford	F250	1FTNF20528ED50983	\$ -	Obsolete	B.Carroll	Auction
Truck 1807	FAM002046	2007000052	Ford	F250	1FTNF20578EA08199	\$ -	Obsolete	B.Carroll	Auction
Truck 209	FAM002062	2009000022	Ford	F250	1FTNF20509EA24553	\$ -	Obsolete	B.Carroll	Auction
Truck Flatbed 1403	FAM002024	2003000153	Ford	F800	1FDXF80LXSV43915	\$ -	Obsolete	B.Carroll	Auction
Truck 1011	FAM002076	2011103	Ford	F150	1FTM1CM5BFA79864	\$ -	Obsolete	B.Carroll	Auction
Truck 911	FAM002077	2011104	Ford	F150	1FTM1CM3BFA79863	\$ -	Obsolete	B.Carroll	Auction
SUV 1312	FAM002084	20120089	Ford	Escape XLS	1FMCU0C74CKB80873	\$ -	Obsolete	B.Carroll	Auction
Suv 1712	FAM002092	20120093	Ford	Escape XLS	1FMCU0D74CKC19671	\$ -	Obsolete	B.Carroll	Auction
Lift 1400	FAM001715	2000000078	Genie	Z-45/25	Z-45 -013277	\$ -	Obsolete	B.Carroll	Auction
Van Passenger 114	FAM002118	20140048	Ford	E350	1FBSS3BL9DDA00691	\$ -	Low Use	B.Carroll	Auction
<b>Total</b>						\$ -			

**Non-Fixed Asset**

One Man Lift			Upright	UL31	12990		Obsolete	B.Carroll	Auction
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**Canaveral Port Authority  
Summary of Legal bills for approval  
Commission Meeting 5/22/2019**

<b>Invoice#</b>	<b>Firm</b>	<b>Amount</b>
May-19	Stromire, Bistline & Miniclier	\$ 9,942.08
50619687	Baker Hostetler	\$ 15,545.80
37295	Meier, Bonner, Muszynski, O'Dell & Harvey, P.A.	\$ 12,290.73
866913	Rumberger Kirk & Caldwell	\$ 368.00
90230	Wright Fulford Moorehead & Brown	\$ 12,313.89
	<b>Total</b>	<b>\$ 50,460.50</b>



**MEMORANDUM**

TO: John Murray  
Chief Executive Officer

FROM: Pat Poston  
Senior Director, Finance

DATE: 5/14/2019

SUBJECT: Commissioner Minor Expenses

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Commissioner Minor expenses submitted are as follows for Commission meeting to be held on May 22, 2019

Commissioner Allender	\$ -
Commissioner Loyd	\$ 1,548.87
Commissioner Harvey	\$ -
Commissioner Hattaway	\$ -
Commissioner Justice	<u>\$ 497.92</u>
<b>Total Monthly Minor Expense</b>	<b><u>\$ 2,046.79</u></b>

**Meeting Date**

May 22, 2019



**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Engineering
Requested Action:	Capital Projects Update-May
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[MAY 2019 CAPITAL PROJECTS UPDATE.pdf](#)

# CAPITAL PROJECTS UPDATE

**PROJECT:**

Terminal 3 Garage

**DESCRIPTION:**

Design/Build of a parking garage with a minimum of 1800 parking spots. Use of first floor for ground transportation. The package also includes a payed tolling system and CCTV.

**PROJECT STATUS:**

November 27, 2018 - RFP was due and received on proposal from Ivey's Construction/Finrock.

November 30, 2018 - Selection Committee met and voted to go forward with Ivey's Construction and enter into discussion on value engineering and to agree on a final GMP to bring in front of the Commissioners for approval.

There are approximately 642 - 12 inch piles that will be driven for the garage.

90 percent drawings are under review

Contractor currently driving production piles they have driven 168 piles as of May 7.

DESCRIPTION:	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BA	Ivey's Construction	KMI	TOTAL PROJECT BUDGET	\$ 29,536,932
BUDGET		\$ 29,585,932		GRANT PROGRAM	
ORIGINAL CONTRACT		\$ 29,535,932		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 29,536,932
AMENDED CONTRACT	\$ -	\$ 29,535,932	\$ -	PENDING ITEMS	
PAID TO DATE		\$ 1,649,525			
SUBSTANTIAL COMPLETION DATE		04/01/20			

**COMMISSION ACTION(S)**

January 8, 2018 - Commission approved Ivey's Construction as Design Builder

**PHOTOS**


# CAPITAL PROJECTS UPDATE

**PROJECT:** Cruise Terminal 3 Passenger Boarding Bridge

**DESCRIPTION:** Construct two new Passenger Boarding Bridges for the new cruise terminal and berth located on south side of port where former Cruise Terminal 3 was located.

## PROJECT STATUS:

Notice to Proceed was given on September 4, 2018. Adelte working on drawings and submittals.  
 Adelte has provided Shop Drawings and Jacobs is reviewing.  
 Adelte has ordered steel for project.  
 Factory site visit is scheduled for April 30th through May 4th  
 Adelte is well under construction of PBB 2 large tunnels have been painted and glass installed.

PROJECT # 2271	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CH2M	Adelte	KMI	TOTAL PROJECT BUDGET	\$ 5,250,000
BUDGET		\$ 5,249,000		GRANT PROGRAM	
ORIGINAL CONTRACT		\$ 5,249,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE		\$ -		PORT FUNDS	\$ 5,250,000
AMENDED CONTRACT		\$ 5,249,000	\$ -	PENDING ITEMS	
PAID TO DATE		\$ 1,749,650			
SUBSTANTIAL COMPLETION DATE		01/30/20			

## COMMISSION ACTION(S)

August 29, 2018 approved Adelte as contactor  
 August 29, 2018 approved change order to CH2M

## PHOTOS





# CAPITAL PROJECTS UPDATE

**PROJECT:** Cruise Terminal 3

**DESCRIPTION:** New 185,000 sf Cruise Terminal program with a seating area of up to 1700 seats , 1st floor occupancy load of 3775, 2nd floor occupancy 4362. To include separate baggage building and warehouse. New roadway and utilities.

**PROJECT STATUS:**

Force main re-route complete  
 Production piles = 505 of 739 piles for terminal driven as of May 7, 2019 . Underground utilities being worked on including force main for sewer, water and electrical work for CT2 area.

Pile cap rebar being installed and concrete placed  
 Tilt wall panels being installed at SE corner of building.  
 Storm structures being installed.

	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BA	Ivey's Construction	KMI	TOTAL PROJECT BUDGET	\$ 87,049,400
BUDGET	\$ 6,227,773	\$ 78,983,620	\$ 1,498,007	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 5,194,000	\$ 78,983,620	\$ 1,498,007	GRANT AMOUNT	\$ 2,500,000
CHANGE ORDERS TO DATE	\$ 1,033,773	\$ (4,529,989)	\$ -	PORT FUNDS	\$ 84,549,400
AMENDED CONTRACT	\$ 6,227,773	\$ 74,453,631	\$ 1,498,007	PENDING ITEMS	
PAID TO DATE	\$ 5,048,549	\$ 4,226,465	\$ 358,451		
SUBSTANTIAL COMPLETION DATE	Q2 2020	04/01/20	Q2 2020		

## COMMISSION ACTION(S)

**June 28, 2017** - Approval to issue solicitation for design of new terminal.  
**September 28, 2017** - Approval to negotiate and issue contract to BA.  
**October 25, 2017** - Design contract with BA Approved  
**August 29, 2018** - Commission approved change order added scope to Designer  
**January 8, 2019** - Commission approved Ivey's Construction for project @ \$78,983,620  
**February 20, 2019** - Commission approved increase to BA \$463,337 and reduction to Ivey's for \$644,755 for VE items.  
**April 24, 2019** - Change order approved to reduce contract by \$3,885,234 (new contract value \$74,453,631)

## PHOTOS



# CAPITAL PROJECTS UPDATE

**PROJECT:** Cruise Terminal 3 Marine Works

**DESCRIPTION:** At the current location of Cruise Terminal 3 remove existing outdated pier and replace with a 1319 foot berth. The berth will consist of a deep and shallow steel pipe piling bulkhead walls, A-frame tie-back with grouted anchors. New 8'x16' foam fenders, 125/200 MT Bollards, water stations and PBB runway. Dredge to -37 (+2)

**PROJECT STATUS:**

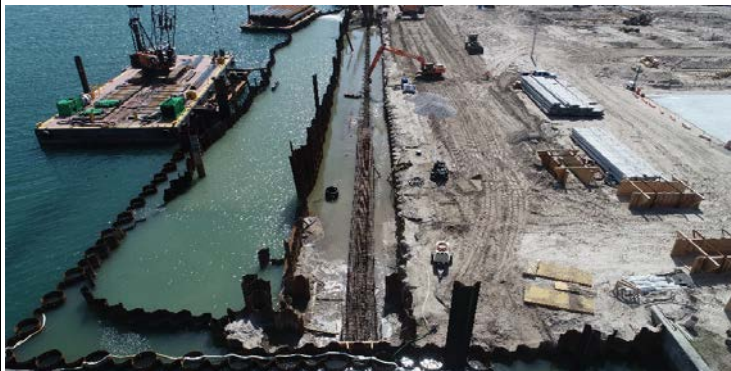
Rush Marine is working on the demolition of the existing pier structures with pile cap and deck unit removal. Contractor has removed 379 out of 416 concrete piles. A-frame piles are continuing to be installed with a total of 188 installed out of 261. Combination wall installation is ongoing with 300 feet of wall driven, total of 7 templates. First A-frame pile cap concrete pour completed on 5/10/19.

PROJECT#	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs/CH2M	RUSH Marine	KMI	TOTAL PROJECT BUDGET	\$ 40,413,668
BUDGET	\$ 1,811,990	\$ 38,600,000		GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 1,249,884	\$ 38,600,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 562,106	\$ -		PORT FUNDS	\$ 40,413,668
AMENDED CONTRACT	\$ 1,811,990	\$ 38,600,000	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 1,454,941	\$ 17,483,016			
SUBSTANTIAL COMPLETION DATE		12/01/19			

## COMMISSION ACTION(S)

Design-Permission to Negotiate with CH2M Hill at April, 2017 Meeting  
Design-Award to CH2M Hill at June, 2017 Meeting  
Owners Rep. permission to issue formal solicitation at August 2017 Meeting.  
Owners Rep. approval to award to KMI International at October 2017 Meeting  
August 29, 2018 approved Rush Marine for construction  
August 29, 2018 approved change order to CH2M

## PHOTOS





# CAPITAL PROJECTS UPDATE

**PROJECT:** North Cargo Berth 8 Improvements

**DESCRIPTION:** North Cargo Berth 8 is designed as a deep wall, multi-purpose berth. Berth will be dredged to -35 MLLW. Bulkhead length will be ~900 feet with a 60 foot wide relieving platform. The relieving platform will have a capacity of 2000 psf.

**PROJECT STATUS:**

All work has been completed. Final engineering inspection noted one punchlist item to be resolved by the contractor. The contractor is currently working on a plan to correct the issue. Final as-built certification and permit closeout is ongoing.

Pier extension design is complete. Upland improvements design continues. Coordination meetings are ongoing between CPA staff and design teams. Upland improvements schedule for bidding starting on May 20th and award on June commission meeting.

PROJECT # 1842	DESIGNER	CONTRACTOR	DESIGNER	GENERAL PROJECT INFORMATION	
NAME	Atkins	Orion Marine Const.	Jacobs	TOTAL PROJECT BUDGET	\$ 19,986,727
BUDGET	\$ 810,727	\$ 18,734,389	\$ 185,842	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 450,419	\$ 17,924,803	\$ 185,842	GRANT AMOUNT	\$ 8,677,742
CHANGE ORDERS TO DATE	\$ 360,308	\$ 809,586		PORT FUNDS	\$ 11,308,985
AMENDED CONTRACT	\$ 810,727	\$ 18,734,389	\$ 185,842	PENDING ITEMS	
PAID TO DATE	\$ 547,965	\$ 17,068,156	\$ 183,142		
SUBSTANTIAL COMPLETION DATE		04/08/19			

## COMMISSION ACTION(S)

**September 28, 2017** - Approve to issue formal solicitation for the rebid of of NCB 8 Improvements and authorization to cancel former solicitation CN-10-010 (Commission approved April 20, 2011).

**January 24, 2018** - Approval to issue a purchase order to Orion Marine Construction, \$17,924,803.87. Approval of construction phase services to Atkins under the Berthing Facilities Feasibility Study and Detailed Design (Task#4) in the amount not to exceed \$322,095

**February 28, 2018** - Increase in purchase order for NCB8 Pier Extension and Upland Improvement design and construction services to Atkins as part of the Berthing Facilities Feasibility Study and Detailed Design in an amount not to exceed \$450,419.00

**May 5th, 2018** - Change Order #1 to Orion Marine Construction, Inc. for \$809,585.61 for the payment of project steel tariffs.

## PHOTOS



# CAPITAL PROJECTS UPDATE

**PROJECT:** North Cargo Berth 3 & 4

**DESCRIPTION:** This project is to construct replacement berths at NCB3 & 4 to deep wall berth to replace the current over water piers. This will allow for wider ships in the channel and replace the current sheet pile wall in desperate need of replacement. Total length is ~1,700 feet with berth dredge depth of -43 MLLW

**PROJECT STATUS:**

Project design continues. Regulatory permits have been received for this project.

PROJECT # 2241/2240	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TBD		TOTAL PROJECT BUDGET	\$ 974,471
BUDGET	\$ 948,967	NCB3 - \$41M NCB4 - \$71M		GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 585,256	\$ -	\$ -	GRANT AMOUNT	
CHANGE ORDERS TO DATE	\$ 363,711	\$ -		PORT FUNDS	\$ 974,471
AMENDED CONTRACT	\$ 948,967	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 928,806				
SUBSTANTIAL COMPLETION DATE					

## COMMISSION ACTION(S)

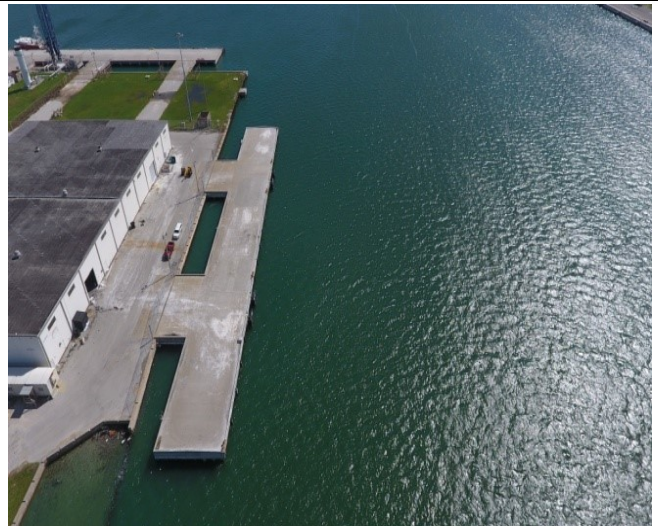
**March 18, 2015** - Approval of purchase order to CH2M under general engineering contract for conceptual layouts, \$19,880

**July 29, 2015** - Approval of purchase order to CH2M under continuing contract for design and permitting, \$585,256

**December 16, 2015** - Increase to CH2M's purchase order, \$5,046

**April 27, 2016** - Increase to CH2M's purchase order for design and permitting, \$338,791

## PHOTOS



# CAPITAL PROJECTS UPDATE

**PROJECT:** Port Wide Wayfinding

**DESCRIPTION:** This project is the design, permitting, fabrication and installation of vehicular directional signs and gateway signs to be located throughout Port Canaveral, on SR 528 and A1A. A total of ~189 signs will be added or changed through this project.

**PROJECT STATUS:**

FDOT has approved the requested new verbage to be used on the SR528, SR401, and SRA1A digital signs. Contractor continues with installation of internal port static signs. Coordination ongoing between FDOT IT and CPA IT regarding fiber connection for signage control. All new FDOT digital signs have been installed. SR401 signs are currently being programmed into the FDOT system and are expected online by end of May for operations.

PROJECT#	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	LittleJohn Eng.	Ivey's Construction	N/A	TOTAL PROJECT BUDGET	\$ 8,200,000
BUDGET	\$ 111,600	\$ 8,052,204		GRANT PROGRAM	DEO
ORIGINAL CONTRACT	\$ 111,600	\$ 419,087	\$ -	GRANT AMOUNT	\$ 4,552,889
CHANGE ORDERS TO DATE	\$ -	\$ 7,633,117	\$ -	PORT FUNDS	\$ 3,647,111
AMENDED CONTRACT	\$ 111,600	\$ 8,052,204	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 111,600	\$ 5,940,696			
SUBSTANTIAL COMPLETION DATE		July 2019			

## COMMISSION ACTION(S)

**May 20, 2015** - Approval of purchase order to Little John Eng. For design services, \$180,800  
**April 27, 2016** - Approval to issue competitive solicitation  
**February 22, 2017** - Approval of purchase order to Ivey's Construction for pre-construction design services, \$419,087  
**August 23, 2017** - Approval of change order #1 to Ivey's Construction, \$226,000  
**February 28, 2018** - Approval of change order #2 to Ivey's Construction, \$7,663,235.28  
**April 25, 2018** - Approval of change order #3 to Ivey's Construction for CE&I services, \$318,743  
**October 31, 2018** - Approval of change order # 4 to Ivey's Construction, #272,121

## PHOTOS





# CAPITAL PROJECTS UPDATE

**PROJECT:** North Side Cruise Terminal Roadway Network

**DESCRIPTION:** Improvement of the North Side Cruise Terminal Roads.

**PROJECT STATUS:**

The contractor completed the additional lane at Charles Rowland Rd, which improves the traffic flow exiting from CT-10 and the area will receive a seal coat before striping. The additional exit lanes off SR-401 are striped and sod is complete. Contractor completed work related to the additional lanes at the SR-401 and will submit the As-Builts of that area to FDOT for inspection and approval for use. The emergency access including the median section is completed but the permanent gate is pending. The contractor completed the steel structure installation of 3 quadrants of the new canopy for the CT-6 commercial parking and is working on the excavation for the foundations in the last quadrant. Electrical and communications contractors are working with the conduit and wire installation of cameras on the canopies. The parking equipment for the third exit lane from CT-6 garage is installed and is expected to be operational by early June. Coordination with CPA Stakeholders continues and helps the project to advance without disrupting operations.

PROJECT # 1100	DESIGNER	CONTRACTOR	CEI Services	GENERAL PROJECT INFORMATION	
NAME	TranSystems	Ivey's Construction	TranSystems	TOTAL PROJECT BUDGET	\$ 8,059,066
BUDGET	\$ 445,000	\$ 6,000,000		GRANT PROGRAM	DEO
ORIGINAL CONTRACT	\$ 405,082	\$ 668,104		GRANT AMOUNT	\$ 3,692,111
CHANGE ORDERS TO DATE		\$ 5,580,219	\$ 280,325	PORT FUNDS	\$ 4,366,955
AMENDED CONTRACT	\$ 405,082	\$ 6,248,323	\$ 280,325	PENDING ITEMS	
PAID TO DATE	\$ 405,082	\$ 3,350,469	\$ 121,029		
SUBSTANTIAL COMPLETION DATE		7/30/2019			

**COMMISSION ACTION(S)**

**April 27, 2016** - Permission to issue and RFQ for Traffic and Transportation

**June 22, 2016** - Authorization to negotiate and award contract for the Design Criteria Package Development with TranSystems

**May 30, 2018** - Award for Pre-Construction Services to Ivey's Construction

**October 31, 2018** - Award for Construction Services

## PHOTOS



# CAPITAL PROJECTS UPDATE

<b>PROJECT:</b>	Cruise Terminal Scour and Erosion Repairs
<b>DESCRIPTION:</b>	The scope of work for this project includes various sub-aqueous repairs to the existing scour protection mats along the berths at CT 6 & 10. In addition to repairs of the existing scour mats, additional mats will be installed to prevent future erosion along the cruise terminal 6

<b>PROJECT STATUS:</b>
Initial construction activities have been completed. All work at cruise terminal 5 and 10 has been accepted by CPA staff and the Engineer of Record. During project closeout and as-built document reviews it was found that due to Contractor error the scour mats at cruise terminal 6 were not installed per the requirements in the contract drawings. The scour mats in this location were installed outside the allowable elevation tolerances. The Contractor has created a remediation plan to correct the issues noted by Staff and the Engineer of Record.
Contractor has completed the installation of the new scour mats throughout the project site. Final engineering dive inspection occurred on May 8th and the EoR inspection noted no major issues. Hydrographic survey indicated mats still placed above the allowable elevation. Contractor is evaluating and working a remediation plan.

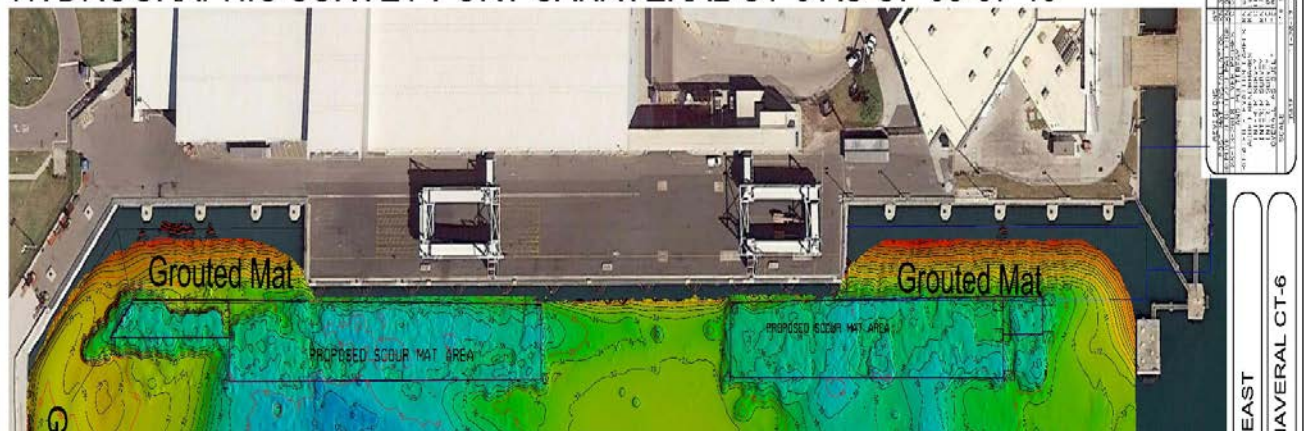
PROJECT # 1652	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Schneider Engineering	I+ICON	N/A	TOTAL PROJECT BUDGET	\$ 3,133,766
BUDGET	\$ 81,680	\$ 3,100,935		GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 81,680	\$ 3,100,935	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -	\$ -	\$ -	PORT FUNDS	\$ 3,133,766
AMENDED CONTRACT	\$ 81,680	\$ 3,100,935	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 81,680	\$ 2,831,112			
SUBSTANTIAL COMPLETION DATE					

## COMMISSION ACTION(S)

January 21, 2015 – Approval to issue competitive solicitation  
September 28, 2017 – Approval of purchase order to I+ICON for construction  
August 29, 2018 – Approval to increase Schneider Engineering's PO for additional construction administration services.

## PHOTOS

### HYDROGRAPHIC SURVEY PORT CANAVERAL CT-6 AS OF 03-07-19



## CAPITAL PROJECTS UPDATE

**PROJECT:** SCP 4 Maintenance Repairs

**DESCRIPTION:** Repairs to the existing pier and adjacent petroleum transfer platform structure by installing pile jackets with passive cathodic protection, removing and replacing deteriorated pile caps, replacing damaged curbs. At Cruise Terminal 8, repair bulkhead wall concrete encasement.

**PROJECT STATUS:**

Concrete spalling and curb repairs have been completed. Repairs to the wall at CT8 have been completed. Additional areas for repairs have been evaluated and contractor is currently working on procurement of materials. Pile jackets have been ordered and due to supply delay are now scheduled for delivery May 17th.

PROJECT # 1560	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	Southern Road & Bridge		TOTAL PROJECT BUDGET	\$ 1,771,000
BUDGET	\$ 82,750	\$ 1,688,150		GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 82,750	\$ 1,688,150		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 1,771,000
AMENDED CONTRACT	\$ 82,750	\$ 1,688,150	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 80,614	\$ 1,421,483			
SUBSTANTIAL COMPLETION DATE					

### COMMISSION ACTION(S)

October 31, 2018 - Approval of contract to Southern Road and Bridge

### PHOTOS





## CAPITAL PROJECTS UPDATE

<b>PROJECT:</b>	Architectural and Engineering Design and Permitting Services for Cruise Terminals 8 & 10 Landside Improvements
<b>DESCRIPTION:</b>	Select a design firm with knowledge of all aspects of cruise terminals operation to design at the improvements on CT-8 & CT10

### PROJECT STATUS:

On November 15, 2018 Canaveral Porth Authority published the first advertisement for the Request for Qualifications (RFQ) Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications. Qualifications were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the three (3) proposals submitted, the committee recommended to have interviews/presentations with all firms. Presentations and final selection committee were on January 18, 2019 and the committee ranked BEA Architects as the #1 firm. The Staff worked with BEA on their proposal for the commission approval in this month's meeting.

PROJECT#	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	TBD	TBD	TBD	TOTAL PROJECT BUDGET	\$ 199,512
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT				GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 199,512
AMENDED CONTRACT	\$ -	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE				May 22, 2019 - Authorization award contract and issue a purchase order to BEA Architects.	
SUBSTANTIAL COMPLETION DATE					

### COMMISSION ACTION(S)

January 23, 2019 - Authorization to negotiate Contract.

### PHOTOS



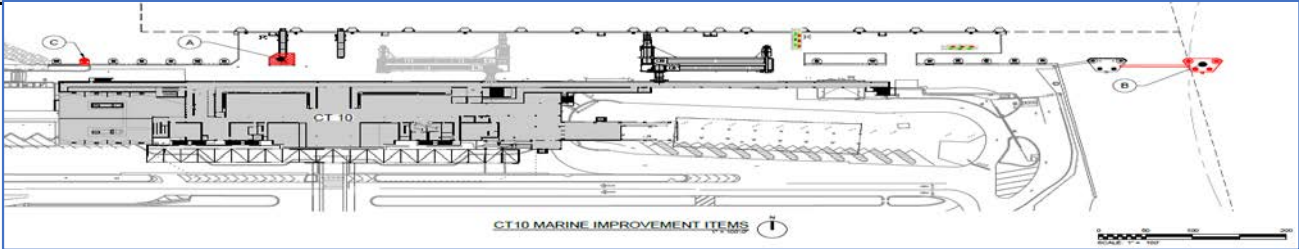
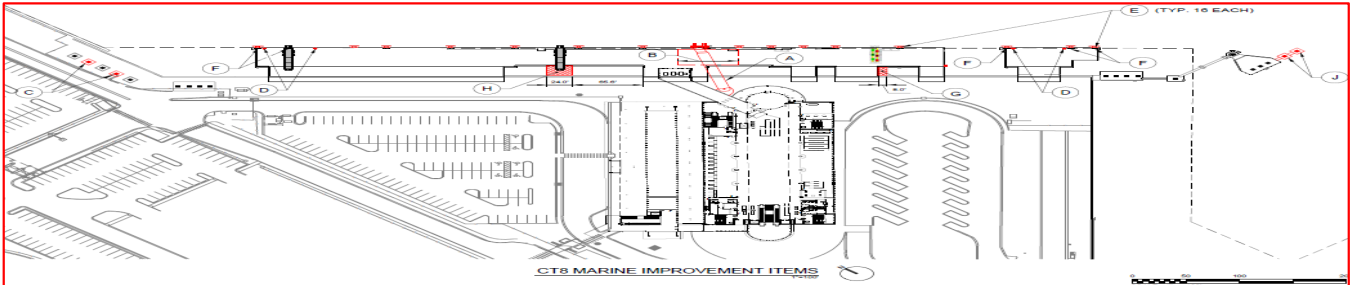
# CAPITAL PROJECTS UPDATE

<b>PROJECT:</b>	Waterside Engineering Design and Permitting Services for Cruise Terminals 8 & 10
<b>DESCRIPTION:</b>	Select a design firm with knowledge on deep water cruise terminals to design the improvements on CT-8 & CT10.

<b>PROJECT STATUS:</b>
On November 15, 2018 Canaveral Porth Authority published the first advertisement for the Request for Qualifications (RFQ) Waterside Engineering Design and Permitting Services for Cruise Terminals 8 and 10 Waterside Modifications. Qualifications were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the two (2) proposals submitted, the committee ranked Jacobs as the #1 firm. The proposal submitted by Jacobs for the Design Plans and Specifications, Bid Documents, and Construction Administration is for \$269,931.00.

PROJECT#	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TBD	TBD	TOTAL PROJECT BUDGET	\$ 860,000
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT (PROPOSAL)	\$ 269,931			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 860,000
AMENDED CONTRACT	\$ 269,931	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE				May 22, 2019 - Authorization award contract and issue a purchase order to Jacobs.	
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)
January 23, 2019 - Authorization to negotiate Contract.

PHOTOS
 



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.A
Department:	Engineering
Requested Action:	<p>Consideration of approving the following changes associated with the Cruise Terminal Scour and Erosion Repairs project: (Patrick Hammond/Bill Crowe)</p> <ol style="list-style-type: none"> <li>1. Increase to Schneider Engineering and Consulting existing purchase order #P120160 for additional construction administration in an amount not to exceed, \$9,410 for a total purchase order of \$114,624. Change Order #2.</li> <li>2. Deductive change order to Infrastructure and Industrial Constructors Southeast, Inc. existing purchase order #P121263 in the amount of \$32,944 as a back-charge for additional construction administration services. The contract will decrease from \$3,100,935 to \$3,067,991.</li> </ol>
<p><b>Summary Explanation &amp; Background:</b>          The Cruise Terminal Scour and Erosion Repair project was awarded on the September 2017 commission meeting with construction activities commencing in October 2017. This project involved the installation of additional scour protection mats and repairs to existing scour protection systems at cruise terminals 5, 6, and 10. During project closeout and as-built document reviews it was found that due to Contractor error the scour mats at cruise terminal 6 were not installed per the requirements in the contract drawings. The scour mats in this location were installed outside the allowable elevation tolerances. The Contractor has created a remediation plan to correct the issues noted by Staff and the Engineer of Record.</p> <p>Due to the defective work Schneider Engineering will be required to conduct additional construction administration services. These services will include, but not limited to, site inspections, as-built review, and permit closeout. These additional construction administration charges are being back-charged to the Contractor and include additional cost from Change Order 1 (approved on August 2018 commission meeting) and Change Order 2.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No

Financial Review:	<p>1- Schneider Engineering -The total NTE amount of \$9,410 is included in the FY19 Capital Budget and no increase is required. [Budget item 1652 - Northside Pier Rejuvenation]</p> <p>2- Infrastructure and Industrial Constructors Southeast, Inc.- The total amount of (\$32,944) is included in the FY19 Capital Budget and no increase is required. [Budget item 1652 - Northside Pier Rejuvenation]</p>
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Attachments:

[1.A Cover Page.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_CPU\\_Scour Mats.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_Schneider Change Order 2 Proposal.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_i+ICON CO 1.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.A
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<p><b>Summary Explanation &amp; Background:</b></p> <p>The Cruise Terminal Scour and Erosion Repair project was awarded on the September 2017 commission meeting with construction activities commencing in October 2017. This project involved the installation of additional scour protection mats and repairs to existing scour protection systems at cruise terminals 5, 6, and 10. During project closeout and as-built document reviews it was found that due to Contractor error the scour mats at cruise terminal 6 were not installed per the requirements in the contract drawings. The scour mats in this location were installed outside the allowable elevation tolerances. The Contractor has created a remediation plan to correct the issues noted by Staff and the Engineer of Record.</p> <p>Due to the defective work Schneider Engineering will be required to conduct additional construction administration services. These services will include, but not limited to, site inspections, as-built review, and permit closeout. These additional construction administration charges are being back-charged to the Contractor and include additional cost from Change Order 1 (approved on August 2018 commission meeting) and Change Order 2.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No

Financial Review:	<p>1- Schneider Engineering -The total NTE amount of \$9,410 is included in the FY19 Capital Budget and no increase is required. [Budget item 1652 - Northside Pier Rejuvenation]</p> <p>2- Infrastructure and Industrial Constructors Southeast, Inc.- The total amount of (\$32,944) is included in the FY19 Capital Budget and no increase is required. [Budget item 1652 - Northside Pier Rejuvenation]</p>
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Attachments:

[ENG\\_C\\_Backup\\_05222019\\_CPU\\_Scour Mats.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_Schneider Change Order 2 Proposal.pdf](#)

[ENG\\_C\\_Backup\\_05222019\\_i+ICON CO 1.pdf](#)

# CAPITAL PROJECTS UPDATE

<b>PROJECT:</b>	Cruise Terminal Scour and Erosion Repairs
<b>DESCRIPTION:</b>	The scope of work for this project includes various sub-aqueous repairs to the existing scour protection mats along the berths at CT 6 & 10. In addition to repairs of the existing scour mats, additional mats will be installed to prevent future erosion along the cruise terminal 6

<b>PROJECT STATUS:</b>
Initial construction activities have been completed. All work at cruise terminal 5 and 10 has been accepted by CPA staff and the Engineer of Record. During project closeout and as-built document reviews it was found that due to Contractor error the scour mats at cruise terminal 6 were not installed per the requirements in the contract drawings. The scour mats in this location were installed outside the allowable elevation tolerances. The Contractor has created a remediation plan to correct the issues noted by Staff and the Engineer of Record.
Contractor has completed the installation of the new scour mats throughout the project site. Final engineering dive inspection occurred on May 8th and the EoR inspection noted no major issues. Hydrographic survey indicated mats still placed above the allowable elevation. Contractor is evaluating and working a remediation plan.

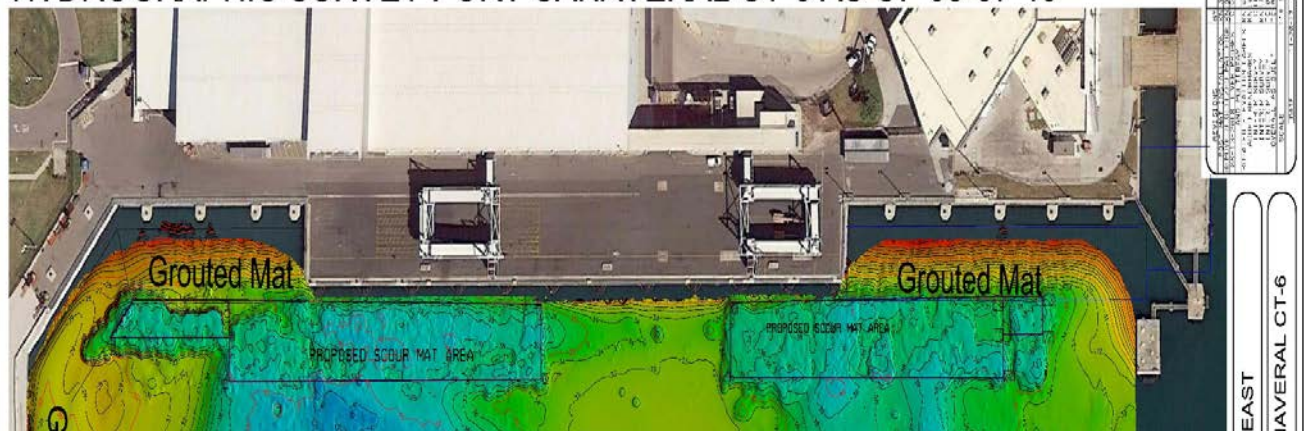
PROJECT # 1652	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Schneider Engineering	I+ICON	N/A	TOTAL PROJECT BUDGET	\$ 3,133,766
BUDGET	\$ 81,680	\$ 3,100,935		GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 81,680	\$ 3,100,935	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -	\$ -	\$ -	PORT FUNDS	\$ 3,133,766
AMENDED CONTRACT	\$ 81,680	\$ 3,100,935	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 81,680	\$ 2,831,112			
SUBSTANTIAL COMPLETION DATE					

## COMMISSION ACTION(S)

January 21, 2015 – Approval to issue competitive solicitation  
September 28, 2017 – Approval of purchase order to I+ICON for construction  
August 29, 2018 – Approval to increase Schneider Engineering's PO for additional construction administration services.

## PHOTOS

### HYDROGRAPHIC SURVEY PORT CANAVERAL CT-6 AS OF 03-07-19



May 03, 2019

Mr. Patrick Hammond  
Canaveral Port Authority  
445 Challenger Road, Suite 301  
Cape Canaveral, Florida 32920

**Reference: Cruise Terminal 6 & 10 Scour Mat Repairs – Cape Canaveral, FL  
Change Order 2 to Canaveral Port Authority Purchase Order P15657 / P-120160  
Additional Construction Services Proposal for Scour Mat Defects**

Dear Mr. Hammond:

Please find attached this engineering proposal for additional professional construction services for the above reference project. The additional services being proposed will be performed on a time and material basis with an agreed not to exceed budget limit. The following fees are proposed for the work;

<u>Consultant / Sub-consultants Name</u>	<u>Fee</u>
Schneider E&C Engineering Construction Services	\$ 3,410
Denizens of the Deep Diving Co. (x1.0)	<u>\$ 6,000</u>
<b>TOTAL NOT TO EXCEED T&amp;M FEE</b>	<b>\$ 9,410</b>

If this proposal is acceptable, please sign the task assignment and issue a change order to our original purchase order (Original Purchase Order P15657 / P-120160) to this office. We are available, at your convenience, to discuss these documents if you should have any questions.

Thank you,  
Schneider E&C Company, Inc.



Anthony L Vieira, P.E.  
FL License No. 071670  
Project Manager / Structural Maritime Engineer

Via: Email Cc: File, G. Schneider

## **Canaveral CT 6 & CT 10 Scour Mat Repairs Additional Construction Services for Scour Mat Installation Defects**

### **TASK ASSIGNMENT May 03, 2018**

#### **GENERAL PROVISIONS**

Canaveral Port Authority (CPA) and Schneider E&C Company, Inc. (CONSULTANT) entered into a contractual agreement on April 18, 2012, whereby the CONSULTANT would provide professional services associated with waterside general engineering to CPA under the provisions of written work orders issued by CPA. This document defines the professional engineering services to be provided for this project.

#### **BASIS FOR WORK ORDER / CHANGE ORDER AND PROJECT DESCRIPTION**

The potential scour forces from the larger cruise vessels now calling at Port Canaveral raised concerns regarding the impact on the existing scour protection mats that were designed for smaller ships. A below water dive inspection was performed by Schneider Engineering (SEC) to assess, catalog, document and summarize any deficiencies visually observed within the coverage location areas of the scour mats at both Cruise Terminal 6 and Cruise Terminal 10. As described in the "Condition Assessment Report of the Cruise Terminal 6 and Terminal 10 Scour Protection Mat System" dated April 8, 2014, various deficient items and areas of concerns requiring repair was noted. As a result, CPA tasked SEC to engineer and design repairs to the deficient items noted in the inspection report and the project went into construction in 2017.

Unfortunately, as referenced in the June 22, 2018 "Notice of Defective Work" letter from CPA to I+Icon (CONTRACTOR), areas of the new scour mats installed at Cruise Terminal 6 was determined to be non-conformant with the contract bid documents. The various deficiencies include but are not limited to large sections of scour protection mats installed above the design placement depth of -37 feet MLLW and design coverage areas where scour protection mats were not installed. As a result, the contractor will be required to correct all defective work.

Near the conclusion of the corrective action construction efforts, the CONTRACTOR scheduled with SEC to perform the final dive inspection of the mats. The dive inspection was performed on April 17 and April 18, 2019. The day prior to the inspection being executed, an updated hydrographic survey was performed on the repair efforts and it was then discovered that a section of the corrected mats on the western side of CT6 were again installed high and non-conformant. As a result, the contractor will be required to correct the non-conformant areas in addition to the punch list items noted in the SEC inspection performed.

Therefore, CPA has tasked the CONSULTANT to provide additional construction services beyond our T&M Not to Exceed task order to perform an additional dive inspection of the re-correction efforts and verify that the punch list items noted in the previous final dive inspection were addressed. The CONSULTANT will be responsible for coordinating and directly compensating any Sub-Consultants needed for the additional project scope as described below.

**SCOPE OF CONSULTANT SERVICES:**

The Scope of Consultant Services has been presented below for the additional work at Cruise Terminal 6).

*Task 4: Additional Construction Services:*

1. The CONSULTANT shall provide project management and also coordinated and assist CPA.
2. At the CONTRACTOR's substantial completion, the CONSULTANT shall employ the services of a sub-consultant diving company to perform an additional FINAL underwater LEVEL I general dive inspection of the re-installed / repaired scour mats and verify the completion of the punch list items discovered during the previous inspection. The CONSULTANT will have a professional engineer on site during the inspection to take notes, assist the sub-consultant diver as required, and verify for overall general conformance that can be visibly seen. The dive team and Engineer is assumed to be on site for no more than (2) two contiguous working days and as appropriate, the CONSULTANT will provide CPA any additional punch list of items or findings to be addressed by the CONTRACTOR.

**ASSUMPTIONS / EXCLUSIONS:**

1. CPA will provide the CONSULTANT and SUB-CONSULTANT diver access to the cruise terminal to perform the dive inspections at substantial completion. It is assumed that only (1) one mobilization is needed to execute the inspection.
2. The CONSULTANT shall have only (1) one point of contact for project direction
3. Items not listed or included in the scope of services shall be assumed excluded in this proposal

**DELIVERABLES:**

1. Revised Punch List summary document / email (if any)

**FEE SCHEDULE:**

The CONSULTANT proposes to perform the scope of engineering construction services described above in accordance with the approved hourly billing rate schedule described in the continuing contract service agreement dated April 18, 2012 (also referenced in Attachment B), and compensated based on a Time and Material Not To Exceed limit defined below. A man-hour schedule & fee breakdown has been referenced in Attachment A.

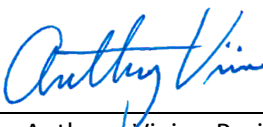
<u>Consultant / Sub-consultants Name</u>	<u>Fee</u>
Schneider E&C Engineering Construction Services	\$ 3,410
Denizens of the Deep Diving Co. (x1.0)	<u>\$ 6,000</u>
<b>TOTAL NOT TO EXCEED T&amp;M FEE</b>	<b>\$ 9,410</b>

Work will be billed based on work complete at the end of each month and payment **due within (30) thirty days** of receipt of the invoice. Changes in the Scope of Services or protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our not-to-exceed budget and our schedule adjusted accordingly.



If this proposal is acceptable, please sign this task assignment and issue a purchase order to this office.

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
<b>For CLIENT:</b>	<b>For CONSULTANT:</b>
Name: Patrick Hammond, Project Engineer	Name: Anthony Vieira, Project Manager
Address: Canaveral CH2M HILL Company 445 Challenger Road, Suite 301 Cape Canaveral, FL 32920	Address: Schneider E & C Company, Inc. 5430 West Tyson Avenue Tampa, FL. 33611
Telephone: (321) 394-3419	Telephone: (813) 835-2860

This Task Order No. 5A is effective this (date): _____, <b>2018</b>	
Accepted for CLIENT by:	Accepted for CONSULTANT by:
	
Name: Patrick Hammond, Project Engineer	Name: Anthony Vieira, Project Manager

Attachment A: Cruise Terminal 6 Scour Mat Protection Change Order for Additional Services									
MAN HOUR FEE ESTIMATE BREAKDOWN SCHEDULE									
Task	Vice President	Principal Engineer	PM / Sr. Engineer	Engineer	Junior Engineer	Senior Technician	Clerical	Total Hours	Total Labor
<b>Project: CT6 Scour Mat Additional Construction Services</b>							Proposal Type:	T&M Not To Exceed	
Project Management / Administration			2					2	\$ 310.00
Additional Underwater Inspecton @ Completion			20					20	\$ 3,100.00
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
<b>MAN HOURS</b>	0	0	22	0	0	0	0	22	
<b>HOURLY RATE</b>	\$250.00	\$200.00	\$155.00	\$110.00	\$85.00	\$96.00	\$50.00		
<b>LABOR TOTAL</b>	\$0.00	\$0.00	\$3,410.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 3,410.00
								Expenses:	\$0.00
								<b>TOTAL NOT TO EXCEED FEE</b>	<b>\$ 3,410.00</b>



February 1, 2017

Mr. Gary L. Schneider  
Schneider Engineering & Consulting Company, Inc.  
5440 W. Tyson Avenue, Ste. 200  
Tampa, FL 33611

Re: WATERSIDE GENERAL ENGINEERING SERVICES  
Continuing Contract Annual Renewal

Dear Mr. Schneider,

At the January 18, 2017 Commission meeting, your continuing contract was approved and is effective through the contract expiration date April 2017. In addition, a confirming copy of your currently approved fee schedule has been attached for your records.

Please refer to COMPENSATION OF SERVICES Items 1 through 3 for authorized expenditures under your continuing contract.

We would like to remind you that "no mark-up by the Consultant will be allowed on the fee for services of other professionals." (Item 2.) Further, authorized expenses, incurred on official business and with documentation and/or receipts shall be reimbursed at cost, without mark-up. Authorized expenses; such as, travel, reproductions, permits, rental equipment, special services required by your specific purchase order, etc., are detailed in Item 3.A through 3.G. of your contract.

Thank you for supporting the Canaveral Port Authority's future endeavors.

Sincerely,  
**Canaveral Port Authority**

A handwritten signature in blue ink, appearing to read 'William Crowe', is written over a light blue wavy line.

William Crowe, P.E.  
Senior Director, Facilities Construction & Engineering

cc: Contract File

Contract date  
4/18/12

CONTINUING CONTRACT  
BETWEEN  
CANAVERAL PORT AUTHORITY  
AND  
SCHNEIDER ENGINEERING & CONSULTING, INC.  
ATTACHMENT "A"

Hourly Rate Schedule

Effective April 1, 2012 thru December 31, 2013

Billing Description	Hourly Rate
Officer, Vice President	\$235
Principal Engineer, Senior Project Manager	\$200
Project Manager, Senior Professional	\$155
Staff Professional	\$110
Junior Professional	\$96
Senior Technician	\$96
Technician, Senior Assistant	\$75
Assistant	\$50

Commission  
Approved  
Renewal  
1/16/13

Commission  
Approved  
Renewal  
1-15-14

Commission Approved  
Renewal 1/21/15

Commission Approved  
Renewal 4/20/16

Commission Approved  
Renewal 1/18/17



**CANAVERAL PORT AUTHORITY  
CRUISE TERMINAL SCOUR & EROSION REPAIRS  
INFRASTRUCTURE & INDUSTRIAL CONSTRUCTORS SOUTHEAST, INC.  
CHANGE ORDER # 1**

Contract Total To Date **FROM:** \$3,100,935.00  
JL# 1652-17051-19200 PO: P-121263

Back-charge for additional construction administration services. **DECREASE:** (\$32,944.00)

**NEW CONTRACT TOTAL:** \$3,067,991.00

GENERAL: No changes other than those listed above are authorized.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 22nd day of  
May, 2019.

Inclusion of the Change Order # 1 is recommended by:

  
\_\_\_\_\_  
William E. Crowe, P.E.

Vice President of Engineering, Construction and Facilities

**CANAVERAL PORT AUTHORITY**

**INFRASTRUCTURE & INDUSTRIAL  
CONSTRUCTORS SOUTHEAST, INC.**

BY: \_\_\_\_\_  
Micah Loyd,  
Chairman

BY: \_\_\_\_\_

Attest: \_\_\_\_\_  
Bob Harvey,  
Secretary/Treasurer

Attest: \_\_\_\_\_

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of the selected firm, Jacobs Engineering Group, Inc., for General Engineering Services on a continuing service contract (PUR- RFQ-19-2) (Maureen Whitford/Bill Crowe)
<p><b>Summary Explanation &amp; Background:</b></p> <p>This is a result of a Request for Qualifications (RFQ) for General Engineering Services which is renewed every five years to one firm for various engineering and architectural services to support the Port. The Canaveral Port Authority retains a general engineering firm to perform various Port engineering services to accomplish routine and recurring work, including the inventory and management of CPA property (i.e., legal descriptions for leases, as-built utility drawings, general inspections of facilities, marine regulatory assistance and master planning). This work is performed on a continuing contract basis. The continuing service contracts for professional services are regulated under Chapter 255, Florida Statutes and are awarded on a competitive selection basis.</p> <p>There were 2 firms that submitted for the General Engineering Services contract. Based on the Selection Committee's review of the responses received, Jacobs Engineering Group, Inc. has been selected as the most highly qualified firm for award of the General Engineering Services Continuing Contracts.</p> <p>Contract services will be performed under a standard Canaveral Port Authority continuing services contract. The contract is for a three-year period and may be renewed two additional, one-year periods. For a total of a five-year term.</p>	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

**Attachments:**
[1.B Cover Page.pdf](#)
[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Solicitation Summary\\_.pdf](#)
[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Evaluation Scoring Results.pdf](#)



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of the selected firm, Jacobs Engineering Group, Inc., for General Engineering Services on a continuing service contract (PUR- RFQ-19-2) (Maureen Whitford/Bill Crowe)
<p><b>Summary Explanation &amp; Background:</b></p> <p>This is a result of a Request for Qualifications (RFQ) for General Engineering Services which is renewed every five years to one firm for various engineering and architectural services to support the Port. The Canaveral Port Authority retains a general engineering firm to perform various Port engineering services to accomplish routine and recurring work, including the inventory and management of CPA property (i.e., legal descriptions for leases, as-built utility drawings, general inspections of facilities, marine regulatory assistance and master planning). This work is performed on a continuing contract basis. The continuing service contracts for professional services are regulated under Chapter 255, Florida Statutes and are awarded on a competitive selection basis.</p> <p>There were 2 firms that submitted for the General Engineering Services contract. Based on the Selection Committee's review of the responses received, Jacobs Engineering Group, Inc. has been selected as the most highly qualified firm for award of the General Engineering Services Continuing Contracts.</p> <p>Contract services will be performed under a standard Canaveral Port Authority continuing services contract. The contract is for a three-year period and may be renewed two additional, one-year periods. For a total of a five-year term.</p>	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

**Attachments:**
[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Solicitation Summary\\_.pdf](#)
[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Evaluation Scoring Results.pdf](#)
[ENG\\_D\\_Backup\\_05222019\\_PUR-RFQ-19-2 Selection Committee Evaluation Ranking\\_Selection Sheet.pdf](#)





## CANVERAL PORT AUTHORITY SOLICITATION SUMMARY

### **Solicitation Number & Name:**

PUR-RFQ-19-2

General Engineering Services for Continuing Contract

### **Advertising:**

Florida Today newspaper, Brevard edition - April 8, 15 & 22, 2019

### **Posted to Website** (<http://www.portcanaveral.com/Business-With-Us/Current-Solicitations>):

April 9, 2019

### **Posted to PublicPurchase.com Details** (bid notification service - vendors self register):

April 9, 2019

Vendors Notified - 65

Vendors Who Acknowledged Notification - 21

### **e-Builder Registered Vendors:** (portal where solicitation documents are downloaded)

51

### **Bids/Proposals Received:**

2

**Canaveral Port Authority**  
**PUR-RFQ-19-2 General Engineering Services for Continuing Contract**  
**Step 1 Scoring Summary**

Alphabetical Order	Proposing Firms	
	Atkins Melbourne, FL	Jacobs Cape Canaveral, FL
Selection Criteria		
Evaluator #1	86	95
Evaluator #2	94	97
Evaluator #3	87	98
Total	267	290
Ave	89.00	96.67
Rank	2	1

Rank Order	Proposing Firms	
	Jacobs Cape Canaveral, FL	Atkins Melbourne, FL
Selection Criteria		
Evaluator #1	95	86
Evaluator #2	97	94
Evaluator #3	98	87
Total	290	267
Ave	96.67	89.00
Rank	1	2

Canaveral Port Authority  
PUR-RFQ-19-2 General Engineering Services for Continuing Contract  
Step 1 Scoring Detail

Evaluator #1	Proposing Firm		
Selection Criteria	Maximum Points	Atkins Melbourne, FL	Jacobs Cape Canaveral, FL
Tab 1 - General Information & Table of Contents	5	5	5
Tab 2 - Letter of Introduction	11	8	11
Tab 3 - GSA Standard Form 330	3	2	3
Tab 4 - Qualification Data - Similar Experience	15	13	15
Tab 5 - Local Knowledge	13	11	13
Tab 6 - Regulatory Knowledge & Methodology	10	7	9
Tab 7 - Current Workload	5	5	5
Tab 8 - Organizational Chart	5	4	5
Tab 9 - Not Used	N/A	N/A	N/A
Tab 10 - Resumes'	15	15	14
Tab 11 - Licenses	5	5	5
Tab 12 - References	6	6	6
Tab 13 - Litigation	3	1	0
Tab 14 - Insurance	2	2	2
Tab 15 - Business Structure	2	2	2
Tab 16 -Non-Collusion Clause	non-scored	non-scored	non-scored
Tab 17 - Public Entity Crimes	non-scored	non-scored	non-scored
Tab 18 - Conflict of Interest Disclosure Form	non-scored	non-scored	non-scored
Tab 19 - Certificate Regarding Debarment	non-scored	non-scored	non-scored
Tab 20 - WOTC & WTW	non-scored	non-scored	non-scored
Tab 21 - Financial Statement	non-scored	non-scored	non-scored
TOTAL POINTS	100	86	95

Evaluator #2	Proposing Firm		
Selection Criteria	Maximum Points	Atkins Melbourne, FL	Jacobs Cape Canaveral, FL
Tab 1 - General Information & Table of Contents	5	3	5
Tab 2 - Letter of Introduction	11	11	10
Tab 3 - GSA Standard Form 330	3	3	3
Tab 4 - Qualification Data - Similar Experience	15	14	14
Tab 5 - Local Knowledge	13	12	13
Tab 6 - Regulatory Knowledge & Methodology	10	9	9
Tab 7 - Current Workload	5	5	5
Tab 8 - Organizational Chart	5	4	5
Tab 9 - Not Used	N/A	N/A	N/A
Tab 10 - Resumes'	15	15	15
Tab 11 - Licenses	5	5	5
Tab 12 - References	6	6	6
Tab 13 - Litigation	3	3	3
Tab 14 - Insurance	2	2	2
Tab 15 - Business Structure	2	2	2
Tab 16 -Non-Collusion Clause	non-scored	non-scored	non-scored
Tab 17 - Public Entity Crimes	non-scored	non-scored	non-scored
Tab 18 - Conflict of Interest Disclosure Form	non-scored	non-scored	non-scored
Tab 19 - Certificate Regarding Debarment	non-scored	non-scored	non-scored
Tab 20 - WOTC & WTW	non-scored	non-scored	non-scored
Tab 21 - Financial Statement	non-scored	non-scored	non-scored
TOTAL POINTS	100	94	97

Evaluator #3	Proposing Firm		
Selection Criteria	Maximum Points	Atkins Melbourne, FL	Jacobs Cape Canaveral, FL
Tab 1 - General Information & Table of Contents	5	5	5
Tab 2 - Letter of Introduction	11	9	11
Tab 3 - GSA Standard Form 330	3	3	3
Tab 4 - Qualification Data - Similar Experience	15	12	15
Tab 5 - Local Knowledge	13	10	13
Tab 6 - Regulatory Knowledge & Methodology	10	8	8
Tab 7 - Current Workload	5	4	5
Tab 8 - Organizational Chart	5	5	5
Tab 9 - Not Used	N/A	N/A	N/A
Tab 10 - Resumes'	15	14	15
Tab 11 - Licenses	5	5	5
Tab 12 - References	6	6	6
Tab 13 - Litigation	3	2	3
Tab 14 - Insurance	2	2	2
Tab 15 - Business Structure	2	2	2
Tab 16 -Non-Collusion Clause	non-scored	non-scored	non-scored
Tab 17 - Public Entity Crimes	non-scored	non-scored	non-scored
Tab 18 - Conflict of Interest Disclosure Form	non-scored	non-scored	non-scored
Tab 19 - Certificate Regarding Debarment	non-scored	non-scored	non-scored
Tab 20 - WOTC & WTW	non-scored	non-scored	non-scored
Tab 21 - Financial Statement	non-scored	non-scored	non-scored
TOTAL POINTS	100	87	98

## CANAVERAL PORT AUTHORITY SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS

<b>PROJECT:</b>	<b>PUR-RFQ-19-2</b>	<b>Selection Committee Meeting Date &amp; Time:</b>	<b>May 3, 2019</b>
	<b>General Engineering Services for</b>		<b>2:00 PM</b>
	<b>Continuing Contract</b>		

<b>PROJECT:</b>	<b>PUR-RFQ-19-2</b>	<b>Selection Committee Meeting Date &amp; Time:</b>	<b>May 3, 2019</b>
	<b>General Engineering Services for</b>		<b>2:00 PM</b>
	<b>Continuing Contract</b>		

COMPANY	RANKING/SELECTIONS
Jacobs – Cape Canaveral, FL	1 - Selected
Atkins – Melbourne, FL	2 - Not Selected

***THE SELECTION COMMITTEE UNANIMOUSLY AGREED TO WAIVE PRESENTATIONS AND PROCEED DIRECTLY TO AWARD.***

THIS RANKING WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS FOR APPROVAL AT THEIR REGULARLY SCHEDULED MEETING ON May 22, 2019.

POSTED: DATE May 5, 2019 TIME 3:15 PM BY Karen Pappas, Director Procurement

\*\*\*\*\*

APPROVED BY THE CANAVERAL PORT AUTHORITY

POSTED:	DATE	TIME	BY
---------	------	------	----

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of the selected firm for Waterside Engineering Design and Permitting Services for CT-8 and 10 Modifications (PUR-RFQ-18-4, CN 19-003) and issue a purchase order to Jacobs for the not to exceed amount of \$269,931. (Veronica Narvaez-Lugo / Bill Crowe)
<p><b>Summary Explanation &amp; Background:</b></p> <p>On November 15, 2018 Canaveral Port Authority published the first advertisement for the Request for Qualifications (RFQ) for Waterside Engineering Design and Permitting Services for Cruise Terminals 8 and 10 Waterside Modifications. The design of the marine improvements will include filling in various gaps in the pier deck, replace and add mooring fixtures and strength the pier deck for the new passenger boarding bridge, geotechnical exploration and bathymetric and topographic survey. All these improvements are needed for the new class vessel expected by 2021.</p> <p>Bids were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the two (2) proposals submitted, the committee ranked Jacobs as the #1 firm. Staff is requesting authorization to enter into a contract with Jacobs for the Waterside Engineering Design and Permitting Services at CT-8 and CT-10.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total NTE amount of \$269,931 is included in the FY19 Capital Budget and no increase is required. [Budget item 2091 - CT8 & 10 Improvements]

**Attachments:**[1.C Cover Page.pdf](#)[ENG\\_B\\_Backup\\_05222019\\_CPU\\_Waterside Modifications Rev..pdf](#)



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of the selected firm for Waterside Engineering Design and Permitting Services for CT-8 and 10 Modifications (PUR-RFQ-18-4, CN 19-003) and issue a purchase order to Jacobs for the not to exceed amount of \$269,931. (Veronica Narvaez-Lugo / Bill Crowe)
<p><b>Summary Explanation &amp; Background:</b></p> <p>On November 15, 2018 Canaveral Port Authority published the first advertisement for the Request for Qualifications (RFQ) for Waterside Engineering Design and Permitting Services for Cruise Terminals 8 and 10 Waterside Modifications. The design of the marine improvements will include filling in various gaps in the pier deck, replace and add mooring fixtures and strength the pier deck for the new passenger boarding bridge, geotechnical exploration and bathymetric and topographic survey. All these improvements are needed for the new class vessel expected by 2021.</p> <p>Bids were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the two (2) proposals submitted, the committee ranked Jacobs as the #1 firm. Staff is requesting authorization to enter into a contract with Jacobs for the Waterside Engineering Design and Permitting Services at CT-8 and CT-10.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total NTE amount of \$269,931 is included in the FY19 Capital Budget and no increase is required. [Budget item 2091 - CT8 & 10 Improvements]

**Attachments:**[ENG\\_B\\_Backup\\_05222019\\_CPU\\_Waterside Modifications Rev..pdf](#)[ENG\\_B\\_Backup\\_05222019\\_Waterside Modifications Rev..pdf](#)





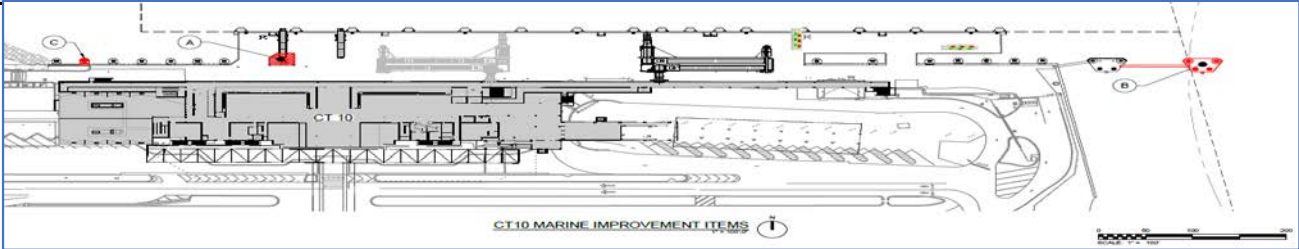
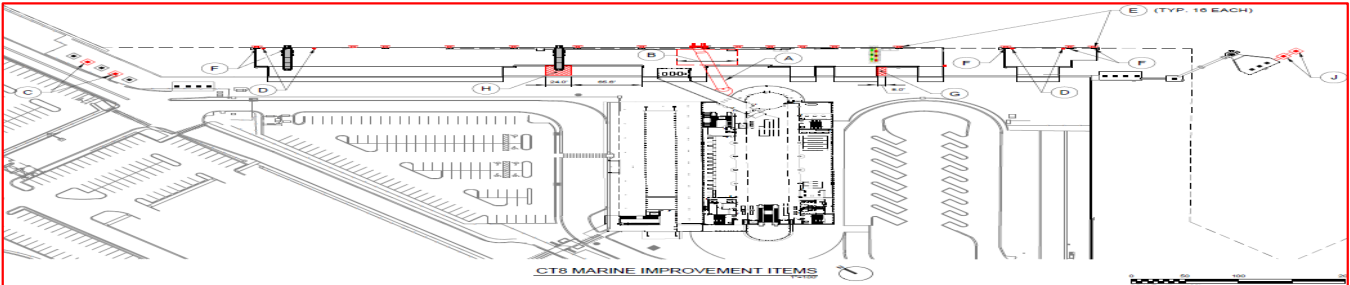
# CAPITAL PROJECTS UPDATE

<b>PROJECT:</b>	Waterside Engineering Design and Permitting Services for Cruise Terminals 8 & 10
<b>DESCRIPTION:</b>	Select a design firm with knowledge on deep water cruise terminals to design the improvements on CT-8 & CT10.

<b>PROJECT STATUS:</b>
On November 15, 2018 Canaveral Porth Authority published the first advertisement for the Request for Qualifications (RFQ) Waterside Engineering Design and Permitting Services for Cruise Terminals 8 and 10 Waterside Modifications. Qualifications were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the two (2) proposals submitted, the committee ranked Jacobs as the #1 firm. The proposal submitted by Jacobs for the Design Plans and Specifications, Bid Documents, and Construction Administration is for \$269,931.00.

PROJECT#	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TBD	TBD	TOTAL PROJECT BUDGET	\$ 860,000
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT (PROPOSAL)	\$ 269,931			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 860,000
AMENDED CONTRACT	\$ 269,931	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE				May 22, 2019 - Authorization award contract and issue a purchase order to Jacobs.	
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)
January 23, 2019 - Authorization to negotiate Contract.

PHOTOS
 



445 Challenger Road  
Suite 130  
Cape Canaveral, FL 32920  
[www.jacobs.com](http://www.jacobs.com)

May 8, 2019

Canaveral Port Authority  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920

**Tasks 1, 2 & 3    \$ 269,931.00**

Attn: Mr. Bill Crowe, P.E.

Vice President, Engineering, Construction and Facilities

**Re: Proposal for Tasks 1, 2 & 3, PUR-RFQ-18-4 / CN#19-003, Waterside Engineering Design and Permitting Services for Cruise Terminals 8 & 10 Waterside Modifications**

Within the scope of the referenced Request for Qualifications (RFQ), dated December 20, 2018, Jacobs is pleased to submit the following cost proposal for professional services regarding Task 1 - Design Plans and Specifications, Task 2 - Bid Documents, and Task 3 - Construction Support.

## **Scope of Services**

### **Task 1: Design and Permitting**

Task 1 Deliverables to include:

- Berth and vessel layout site plans
- Preliminary mobile gangway concept sketch for CT8
- Permit modifications sketches
- Design plans and specifications - 50% complete
- Design plans and specifications - 90% complete
- Design plans and specifications - 100% complete
- Opinion of Probable Cost

Regarding the permit modifications, Jacobs will provide the following Environmental Resource Permitting Services:

- Prepare modification request for Florida Department of Environmental Protection (FDEP) permit #0272477-008-BM (or current version) and an Individual Permit for the US Army Corps of Engineers (USACE) for the installation of in-water pier sections at the referenced cruise terminals in the West Turning Basin.

- The draft FDEP modification and new USACE permit requests will include application forms, project description narratives, and drawings submitted to CPA for review and comment and editing prior to agency submittal. Task includes up to two (2) responses to agency Requests for Additional Information (RAI), each agency.

***Assumptions and Basis of Design:***

- The Basis of Design for the improvements shall be the "New Class at CT8 - Berthing and Mooring Analysis Report" performed for Disney Cruise Lines.
- RAI responses to regulatory agencies will be limited to project information that does not require supplemental technical analyses or project modifications to mitigate impacts to environmental resources, flushing capacity, water quality, or otherwise require non-conventional methods or means to construct the proposed improvements.
- Permit application fees are not included and will be paid by CPA.
- Water quality treatment requirements for storm water run-off from the additional pier sections will be integrated into the CPA's existing NPDES program. No off-site compensatory treatment is included with this permit effort and, if necessary, will be addressed under separate work order.

**Task 2: Bid Documents**

Task 2 Deliverables to include:

- One set of Bid Document originals, hardcopy, PDF and CAD format for bidding, and hard copy sets, as required, signed and sealed for the CPA Building Department Permit and other Permitting agencies as designated in the attached referenced contract.

**Task 3: Construction Support**

The scope of services for construction support is based upon a construction phase duration of 32 weeks. If the duration of the construction phase exceeds 32 weeks, the contract value shall be increased and additional services during construction shall be included in a purchase order addendum.

- Attend weekly construction coordination meetings conducted by CPA staff for the duration of the project. Review contractor submittals and assist CPA staff with the preparation of responses to contractor questions. Attendance during a total of 32 one-hour coordination meetings are included as part of the scope of services.
- Perform periodic site visits of the construction. Visit the site daily during the first month of construction, and two times per week during the balance of the project. Each visit will be for an average of two hours. Take digital photos of the construction progress and provide weekly construction observation reports. An average of five hours per week for 32 weeks is included for site visits during construction as part of the scope of services.
- At or near the contractor's substantial completion, perform an inspection of the work from the topside and underneath. Provide a letter report of the findings.

- Review the contractor's As-Built drawings and update electronic drawing files. Provide electronic files of the updated drawings to CPA.

## Project Schedule

Task 1 will begin upon notice to proceed from the CPA. Notice to proceed will be construed as a signed work order as well as the issuance of the revised purchase order. It is anticipated Task 1, the design and permitting phase for the waterside modifications, to be a duration of four months. If there are protracted delays for reasons beyond our control, we would expect to negotiate with CPA and receive an equitable adjustment of our not-to-exceed budgets and schedule taking into consideration the impact of such delay. Task 2 will begin upon approval of 100% complete plans and specifications. Task 3 shall be performed during the construction phase.

## Price

Jacobs shall be paid on a cost basis in the amount of \$ 269,931.00 This not-to-exceed budget is based on the attached Rate Table.

## Terms and Conditions

The services enumerated in this proposal will be performed under the terms and conditions of the final Contract (draft attached) and the following terms and conditions:

### 1. Opinions of Cost

In providing opinions of cost and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs or schedule. Therefore, Jacobs makes no warranty CPA's actual project cost or schedule will not vary from Jacobs' opinions or estimates. If the Port wishes greater assurance as to any element of project cost or schedule, the Port will employ an independent cost estimator, contractor, or other appropriate advisor.

### 2. Services During Construction

The following terms apply for all services during the construction for this project.

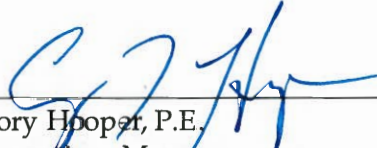
The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs's personnel in any way responsible for those duties that belong to CPA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the

construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

## Acceptance of Proposal

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Port in the space provided below. One signed copy of this proposal returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this proposal not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

  
Cory Hooper, P.E.  
Operations Manager  
Jacobs

May 14, 2019  
Date

Accepted By:

CANAVERAL PORT AUTHORITY

\_\_\_\_\_  
Bill Crowe, P.E.  
Senior Director, Facilities, Construction and  
Engineering - Canaveral Port Authority

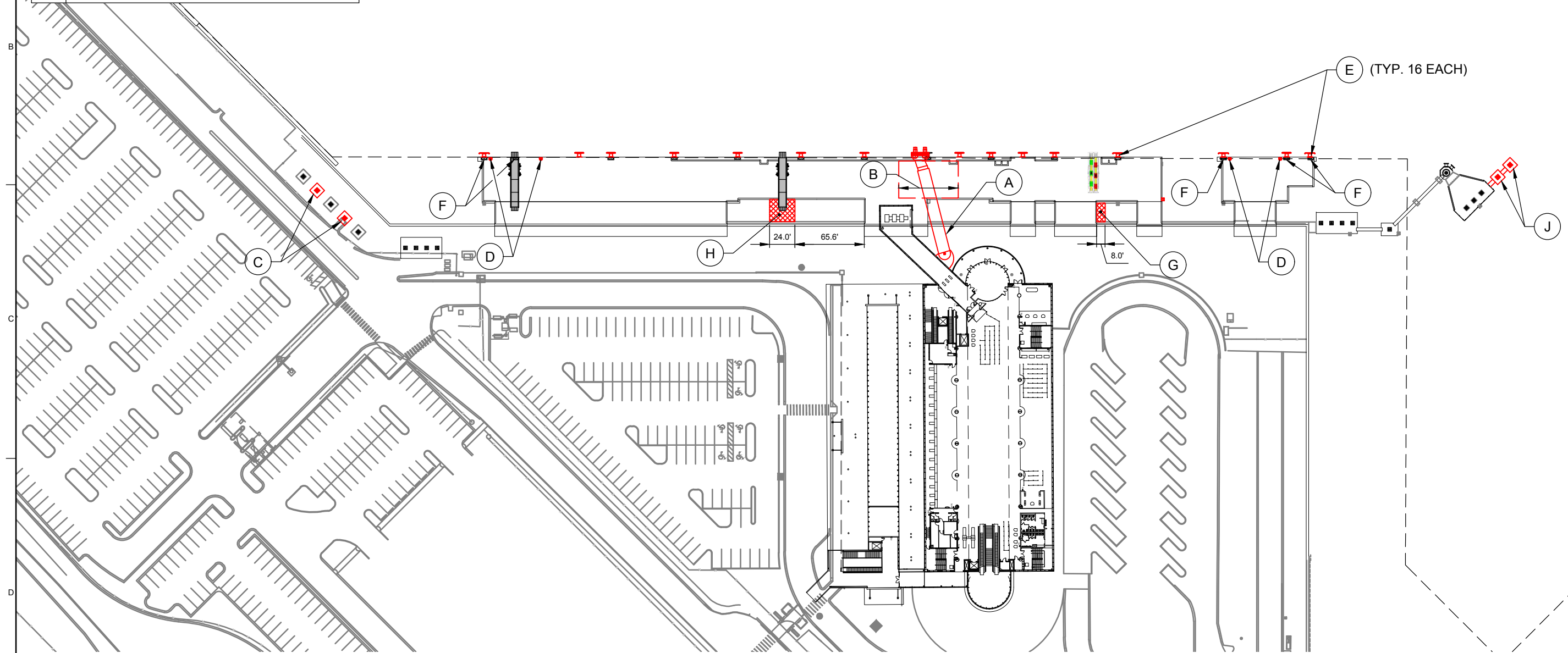
\_\_\_\_\_  
Date

Attachment

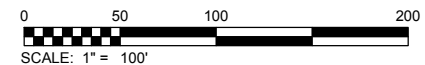
Draft CPA Design and Permitting Services Contract



LEGEND	
ID	ITEM
A	REPLACE GANGWAY
B	STRENGTHEN DECK (GANGWAY WHEELS)
C	NEW 150MT T-HEAD BOLLARD (BREASTING/STERN LINES)
D	NEW 125MT T-HEAD BOLLARD (SPRING/LINES)
E	NEW FENDERS
F	REMOVE DOUBLE BITT
G	FILL-IN DECK 28' WIDE
H	FILL-IN DECK 20' WIDE
J	DOLPHIN WITH 150MT BOLLARDS (OPTION)



CT8 MARINE IMPROVEMENT ITEMS



445 CHALLENGER ROAD - SUITE 130 CAPE CANAVERAL, FL. 32920 EB0000072 AAC001992	PIER AND CHANNEL IMPROVEMENTS PORT CANAVERAL, FLORIDA Canaveral Port Authority Cape Canaveral, Florida 32920
---	---

**ch2m**  
 SKETCH  
 CT8 MARINE IMPROVEMENT ITEMS

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
0	1"
DATE	2018
PROJ	698841
DWG	CT8 ITEM





# HOURS BUDGET WORKSHEET

Proposal Type: T&M, NTE

TITLE:

**CT8 & CT10 Waterside Modifications**

May 8, 2019

	Gary	Jim VN	Jim Moore	Civil Eng	Struc Engr	Elec Engr	CAD	Admin	Project Acct	
Tasks	Proj Dir	Sr Prof 2	Sr Prof 1	Sr. PM	Prof	Prof	Junior Staff Prof	Tech Staff	Staff Prof	TOTAL
1 Task 1 - Design and Permitting	95.7	146.0	28.0	39.5	293.0	43.5	205.0	42.5	42.5	\$ 142,937
2 Task 2 - Bidding	12.0	16.0	0.0	18.0	54.0	18.0	64.0	9.1	9.1	\$ 27,467
3 Surveying (Land & Sea)										\$ 17,700
4 Task 3 - Construction Support	64.0	96.0	8.0	8.0	192.0	32.0	80.0	16.0	24.0	\$ 81,828
TOTAL MH	171.7	258.0	36.0	65.5	539.0	93.5	349.0	67.6	75.6	
HOURLY RATE	\$ 272.50	\$ 233.50	\$ 218.00	\$ 218.00	\$ 119.50	\$ 119.50	\$ 98.00	\$ 63.00	\$ 119.50	
LABOR TOTAL	\$ 46,788	\$ 60,231	\$ 7,848	\$ 14,279	\$ 64,411	\$ 11,173	\$ 34,202	\$ 4,261	\$ 9,038	\$ 252,231
Total Not to Exceed Budget										\$ 269,931

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of the selected firm for Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications (PUR-RFQ-18-3, CN 19-001) and issue a purchase order to BEA Architects for a not to exceed amount of \$2,447,514. (Verónica Narváez-Lugo / Bill Crowe)
<p>Summary Explanation &amp; Background:</p> <p>On November 15, 2018 Canaveral Porth Authority published the first advertisement for the Request for Qualifications (RFQ) Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications. The design will include at CT-8 a new luggage screening building, renovation of the first and second floor of the main building, a new ADA ramp, a new arrivals area, IT and electrical improvements, site improvements including the extension of the drop-off area. At CT-10 the design will consider reconfiguration of the seating area to provide new concierge area, reconfigure the check-in counters and minor site improvements.</p> <p>Bids were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the three (3) proposals submitted, the committee recommended to have interviews/presentations with all firms. Presentations and final selection committee were on January 18, 2019 and the committee ranked BEA Architects as the #1 firm. BEA submitted the proposal and after negotiations, Staff is requesting authorization to enter into a contract with BEA.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The NTE amount of \$2,447,514 is expected to span two fiscal years. The current Capital Budget has funding allocated for this project and will not require overall change. Should the projected expenditure for FY19 exceed the amount budgeted for this fiscal year, the balance will be reallocated from the 2273 - Contingency for new Projects. [2091 - CT 8 & 10 Renovations]

Attachments:

[1.D Cover Page.pdf](#)

[ENG\\_A\\_Backup\\_05222019\\_CPU\\_Landside Modifications Rev..pdf](#)

[ENG\\_A\\_Backup\\_05222019\\_Landside Modifications Design.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of approving the Selection Committee's recommendation of the selected firm for Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications (PUR-RFQ-18-3, CN 19-001) and issue a purchase order to BEA Architects for a not to exceed amount of \$2,447,514. (Verónica Narváez-Lugo / Bill Crowe)
<b>Summary Explanation &amp; Background:</b>  <p>On November 15, 2018 Canaveral Porth Authority published the first advertisement for the Request for Qualifications (RFQ) Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications. The design will include at CT-8 a new luggage screening building, renovation of the first and second floor of the main building, a new ADA ramp, a new arrivals area, IT and electrical improvements, site improvements including the extension of the drop-off area. At CT-10 the design will consider reconfiguration of the seating area to provide new concierge area, reconfigure the check-in counters and minor site improvements.</p> <p>Bids were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the three (3) proposals submitted, the committee recommended to have interviews/presentations with all firms. Presentations and final selection committee were on January 18, 2019 and the committee ranked BEA Architects as the #1 firm. BEA submitted the proposal and after negotiations, Staff is requesting authorization to enter into a contract with BEA.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The NTE amount of \$2,447,514 is expected to span two fiscal years. The current Capital Budget has funding allocated for this project and will not require overall change. Should the projected expenditure for FY19 exceed the amount budgeted for this fiscal year, the balance will be reallocated from the 2273 - Contingency for new Projects. [2091 - CT 8 & 10 Renovations]

Attachments:

[ENG\\_A\\_Backup\\_05222019\\_CPU\\_Landside Modifications Rev..pdf](#)

[ENG\\_A\\_Backup\\_05222019\\_Landside Modifications Design.pdf](#)



## CAPITAL PROJECTS UPDATE

<b>PROJECT:</b>	Architectural and Engineering Design and Permitting Services for Cruise Terminals 8 & 10 Landside Improvements
<b>DESCRIPTION:</b>	Select a design firm with knowledge of all aspects of cruise terminals operation to design at the improvements on CT-8 & CT10

<b>PROJECT STATUS:</b>
On November 15, 2018 Canaveral Porth Authority published the first advertisement for the Request for Qualifications (RFQ) Architectural and Engineering Design and Permitting Services for CT-8 and 10 Landside Modifications. Qualifications were due on December 20, 2018 and a selection committee meeting was held on January 8, 2019. After reviewing the three (3) proposals submitted, the committee recommended to have interviews/presentations with all firms. Presentations and final selection committee were on January 18, 2019 and the committee ranked BEA Architects as the #1 firm. The Staff worked with BEA on their proposal for the commission approval in this month's meeting.

PROJECT#	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	TBD	TBD	TBD	TOTAL PROJECT BUDGET	\$ 199,512
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT				GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 199,512
AMENDED CONTRACT	\$ -	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE				May 22, 2019 - Authorization award contract and issue a purchase order to BEA Architects.	
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)
January 23, 2019 - Authorization to negotiate Contract.

PHOTOS	
	



May 14, 2019

Veronica Narvaez-Lugo, P.E.  
Project Manager, Construction  
Canaveral Port Authority  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920

**Re: Professional Architectural & Engineering Design & Permitting Services for CT 8 & 10 Landside Improvements (PUR-RFQ-18-3)**

Dear Veronica,

BEA is pleased to submit this proposal for Architectural & Engineering Design, Permitting Services, and Construction Administration Services for CT 8 & 10 Landside Improvements. At your request we have put together a detailed proposal for services for 100% Construction Document, as well as provide Construction Administration services.

BEA will coordinate all engineering disciplines including civil, structural, mechanical, electrical, plumbing, fire, telecom, security, wayfinding and audio video.

**Professional Fees**

Disney Cruise Lines CT- 8 Renovations and Additions (See Exhibit A)      Total A&E Fees    \$ 2,167,287.00

Disney Cruise Lines CT- 10 Renovations and Additions (See Exhibit B)      Total A&E Fees    \$ 280,227.00

**Deliverables**

100% Construction Documents and specifications for demo plans, new additions, areas to be remodeled, finish upgrades, proposed site plan modifications, furnishings plan, recommended branding / signage locations. Multiple packages for permitting and construction to expedite Construction schedule if required.

**Time for completion**

Note: Both projects can run concurrently if required by Canaveral Port Authority.

Disney Cruise Lines CT- 8 Renovations and Additions      25 Weeks

Disney Cruise Lines CT- 10 Renovations and Additions      12 Weeks

We thank you for this opportunity to present this proposal and look forward to continuing to work with the Canaveral Port Authority in developing and becoming the top cruise port in the world.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "BRUNO E RAMOS", is positioned below the text "Respectfully submitted,".

BEA Architects Inc.  
Bruno E Ramos AIA, GC, NCARB, LEED AP



EXHIBIT A



Disney Cruise Line Port Canaveral CT-08  
Date: 5/14/2019

Architectural & Engineering Scope:

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
1.0 Schematic Design (30% Set)										
Meetings with Client/Owner Rep	8	8	4	4						4
Prepare Schematic Design Package	40	100	50	50	160	40		960	40	
Approve Schematic Design Phase	4	4	2	2						4
Total Hours	52	112	56	56	160	40	0	960	48	
	\$ 10,400	\$ 20,720	\$ 9,520	\$ 9,520	\$ 24,000	\$ 6,000	\$ -	\$ 76,800	\$ 3,120	\$ 55,937
Total Phase II										\$216,017

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
2.0 Design Development (60% Set)										
Meetings with Client/Owner Rep	12	12	6	6						4
Prepare 60% Design Development Package	60	188	94	94	160	40		1440	40	
Approve Design Development Phase	4	4	2	2						4
Total Hours	76	204	102	102	160	40	0	1440	48	
	\$ 15,200	\$ 37,740	\$ 17,340	\$ 17,340	\$ 24,000	\$ 6,000	\$ -	\$ 115,200	\$ 3,120	\$ 138,343
Total Phase III										\$374,283

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
3.0 Construction Documents (90% Set)										
Meetings with Client/Owner Rep	16	16	8	8						4
Prepare 90% Construction Documents Package	80	244	122	122	160	80		1920	40	
Approve Construction Documents Phase	4	4	2	2						4
Total Hours	100	264	132	132	160	80	0	1920	48	
	\$ 20,000	\$ 48,840	\$ 22,440	\$ 22,440	\$ 24,000	\$ 12,000	\$ -	\$ 153,600	\$ 3,120	\$ 158,947
Total Phase IV										\$465,387

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
4.0 Construction Documents (100% Set)										
Meetings with Client/Owner Rep	4	4	2	2						2
Prepare 100% Construction Documents Package	4	92	46	46	20	40		720	8	
Prepare Building Permit Submittal Package (To AHJ)		8	4	4				16	4	
Total Hours	8	104	52	52	20	40	0	736	14	
	\$ 1,600	\$ 19,240	\$ 8,840	\$ 8,840	\$ 3,000	\$ 6,000	\$ -	\$ 58,880	\$ 910	\$ 35,334
Total Phase V										\$142,644

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
5.0 Construction Admin.										
Permit Processing Assistance	8	40	20	20	8	0		40	8	
Bidding Assistance	8	40	20	20				40	8	
Meetings with Client/Owner Rep	64	64	32	32					20	
CA	40	160	268	268	36	20	20	180	60	
Total Hours	120	304	340	340	44	20	20	260	96	
	\$ 24,000	\$ 56,240	\$ 57,800	\$ 57,800	\$ 6,600	\$ 3,000	\$ 3,000	\$ 20,800	\$ 6,240	\$ 71,751
Total Phase VI										\$307,231

Total A/E										\$1,505,562
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Above is for CT-08 New Construction, Renovation, Arrival Canopy and Canopy Extension.

Below is for Site Work, Facility Analysis, Additional Meetings Extended CA and all other items that are considered additional services by the DMS.

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
6.0 Existing Facility Analysis										
Meeting to define program requirements	16	16	8	8						4
Detailed Site Visit	8	8	4	4						4
Collect project documentation		8	4	4						4
Weekly Meetings	16	16	8	8						8
Prepare program requirements	8	40	20	20				80	8	
Review program requirements	8	28	24	24						
Prepare program layout	16	40	20	20				80	8	
Presentation to Client	4	4	4	4						
Total Hours	76	160	92	88	0	0	0	160	36	
	\$ 15,200	\$ 29,600	\$ 15,640	\$ 14,960	\$ -	\$ -	\$ -	\$ 12,800	\$ 2,340	\$ 16,483
Total Phase I										\$107,023

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
7.0 Estimating (By CM at Risk Per Port)										
Prepare Rough Order of Magnitude Cost (30%)										
Prepare 60% Probable Construction Cost Opinion										
Prepare 90% Probable Construction Cost Opinion										
Prepare 100% Probable Construction Cost Opinion										
Total Hours	0	0	0	0	0	0	0	0	0	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total										\$0

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
8.0 Meetings Beyond Bi Monthly (Moved to Contingency,										
Meetings with Client/Owner Rep (30%)										
Meetings with Client/Owner Rep (60%)										
Meetings with Client/Owner Rep (90%)										
Meetings with Client/Owner Rep (100%)										
Presentation to Client										
Total Hours	0	0	0	0	0	0	0	0	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total										\$0

	Principal	Sr.Architect	Proj. Architect	Proj. Architect	Interior Design	Specifications	Scheduling	CAD	Admin.	GRAEF
	\$ 200	\$ 185	\$ 170	\$ 170	\$ 150	\$ 150	\$ 150	\$ 80	\$ 65	
9.0 Additional Construction Admin.										
Additional Site Visits Bi Weekly Extended to 13-15 Months	64	64	32	32					20	
CA	40	160	268	268	36	20	20	180	60	
Total Hours	104	224	300	300	36	20	20	180	80	
	\$ 20,800	\$ 41,440	\$ 51,000	\$ 51,000	\$ 5,400	\$ 3,000	\$ 3,000	\$ 14,400	\$ 5,200	\$ 71,751
Total										\$266,991

	Architectural & Engineering Fee Sheet										% of Construction	Building and Canopy Cost
	Task	Duration (Wks)										
1.0	30% Schematic Design	4								\$216,017		
2.0	60% Design Development	6								\$374,283		
3.0	90% Construction Documents	8								\$465,387		
4.0	100% Construction Documents	3								\$142,644		
	TOTAL	25							SUB TOTAL	\$1,198,331		
5.0	CA	32								\$307,231		
	TOTAL	57							SUB TOTAL	\$1,505,562	7.15%	\$21,052,219.00
6.0	Existing Facility Analysis	4								\$107,023		
7.0												
8.0												
9.0	Additional CA									\$266,991		
10.0	Site Lighting									\$7,000		
11.0	Geotech Allow									\$28,000		
12.0	Civil and Survey									\$53,420		
13.0	MOT Allow									\$12,000		
14.0	Landscaping and Irrigation									\$21,500		
15.0	Premier Allowance									\$64,000		
16.0	Signage and Wayfinding Allow									\$48,000	% of Construction	Total Cost Per Estimate
									TOTAL DESIGN FEE'S	\$2,113,496	6.84%	\$30,904,187.00
17.0	Design Contingency								\$53,791			
									TOTAL DESIGN FEE'S + Contingency	\$2,167,287	7.01%	\$30,904,187.00
18.0	Threshold Inspections Allow											
19.0	Reimbursable Expense Allow											
									TOTAL	\$2,167,287	7.01%	\$30,904,187.00

EXHIBIT B



Disney Cruise Line Port Canaveral CT-10  
Date: 5/14/2019

Architectural & Engineering Scope:

	Principal	Sr.Architect	Proj. Mgr			Scheduling	CAD	Admin.	GRAEF
Due Diligence & Programming & Planning	\$ 200	\$ 185	\$ 170			\$ 150	\$ 80	\$ 65	
Meeting to define program requirements	4	4	4					2	
Detailed Site Visit	4	4	4					2	
Prepare program requirements		8	8					2	
Prepare program layout	2	4	4				8	2	
Total Hours	10	20	20		0	0	8	8	
	\$ 2,000	\$ 3,700	\$ 3,400	\$ -	\$ -	\$ -	\$ 640	\$ 520	\$ 2,578
Total Phase I									\$12,838

	Principal	Sr.Architect	Sr.Proj. Mgr			Scheduling	CAD	Admin.	GRAEF
Schematic Design (30% Set)	\$ 200	\$ 185	\$ 170			\$ 150	\$ 80	\$ 65	
Meetings with Client/Owner Rep	4	4	4					2	
Prepare Schematic Design Package	4	16	16				80	4	
Prepare Rough Order of Magnitude Cost	2	4	4			4		2	
Presentation to Client	4	4	4					2	
Approve Schematic Design Phase	4	4	4					2	
Total Hours	18	32	32	0	0	4	80	12	
	\$ 3,600	\$ 5,920	\$ 5,440	\$ -	\$ -	\$ 600	\$ 6,400	\$ 780	\$ 9,026
Total Phase II									\$31,766

	Principal	Sr.Architect	Sr.Proj. Mgr			Scheduling	CAD	Admin.	GRAEF
Design Development (60% Set)	\$ 200	\$ 185	\$ 170			\$ 150	\$ 80	\$ 65	
Meetings with Client/Owner Rep	4	4	4					2	
Prepare 60% Design Development Package	8	24	24				120	6	
Prepare 60% Probable Construction Cost Opinion	2	4	4			4		2	
Presentation to Client	4	4	4					2	
Approve Design Development Phase	4	4	4					2	
Total Hours	22	40	40	0	0	4	120	14	
	\$ 4,400	\$ 7,400	\$ 6,800	\$ -	\$ -	\$ 600	\$ 9,600	\$ 910	\$ 21,926
Total Phase III									\$51,636

	Principal	Sr.Architect	Sr.Proj. Mgr			Scheduling	CAD	Admin.	GRAEF
Construction Documents (90% Set)	\$ 200	\$ 185	\$ 170			\$ 150	\$ 80	\$ 65	
Meetings with Client/Owner Rep	4	4	4					2	
Prepare 90% Construction Documents Package	8	24	24				180	6	
Prepare 90% Probable Construction Cost Opinion	2	4	4			4		2	
Presentation to Client	4	4	4					2	
Approve Construction Documents Phase	4	4	4					2	
Total Hours	22	40	40	0	0	4	180	14	
	\$ 4,400	\$ 7,400	\$ 6,800	\$ -	\$ -	\$ 600	\$ 14,400	\$ 910	\$ 25,146
Total Phase IV									\$59,656

	Principal	Sr.Architect	Sr.Proj. Mgr			Scheduling	CAD	Admin.	GRAEF
Construction Documents (100% Set)	\$ 200	\$ 185	\$ 170			\$ 150	\$ 80	\$ 65	
Meetings with Client/Owner Rep	4	4	4					2	
Prepare 100% Construction Documents Package	8	8	8				40	2	
Prepare 100% Probable Construction Cost Opinion	2	4	4			4		2	
Presentation to Client	4	4	4					2	
Prepare Building Permit Submittal Package (To AHJ)	4	4	4				8	2	
Total Hours	22	24	24	0	0	4	48	10	
	\$ 4,400	\$ 4,440	\$ 4,080	\$ -	\$ -	\$ 600	\$ 3,840	\$ 650	\$ 5,797
Total Phase V									\$23,807

	Principal	Sr.Architect	Sr.Proj. Mgr			Scheduling	CAD	Admin.	GRAEF
Construction Admin.	\$ 200	\$ 185	\$ 170			\$ 150	\$ 80	\$ 65	
Permit Processing Assistance	2	4	4				16	2	
Bidding Assistance	2	8	8					16	
Meetings with Client/Owner Rep	12	12	12					2	
CA	4	16	16			8	40	4	
Total Hours	20	40	40	0	0	8	72	10	
	\$ 4,000	\$ 7,400	\$ 6,800	\$ -	\$ -	\$ 1,200	\$ 5,760	\$ 650	\$ 14,786
Total Phase VI									\$40,596

Total A/E \$220,299

	Architectural & Engineering Fee Sheet					% of Construction
	Task	Duration (Wks)				
1.0	DD, Programming & Planning	2			\$12,838	
2.0	30% Schematic Design	2			\$31,766	
3.0	60% Design Development	3			\$51,636	
4.0	90% Construction Documents	3			\$59,656	
5.0	100% Construction Documents	2			\$23,807	
	TOTAL	12		TOTAL	\$179,703	
6.0	CA	16			\$40,596	
	TOTAL	28		TOTAL	\$220,299	
7.0	Geotech Allow				\$6,000	
8.0	Civil and Survey				\$16,150	
9.0	MOT Allow				\$2,000	
10.0	Premier Allowance				\$22,000	
11.0	Signage and Wayfinding Allow				\$3,000	
				TOTAL DESIGN FEE'S	\$269,449	7.17%
12.0	Design Contingency (4%)				\$10,778	
				TOTAL DESIGN FEE'S + 4% Contingency	\$280,227	7.46%
13.0	Threshold Inspections					
14.0	Reimbursable Expense Allow					
				TOTAL	\$280,227	7.46%

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.A
Department:	Executive
Requested Action:	Consideration of approving Docklines Easement Agreement providing for the grant of a non-exclusive easement to Seaport Canaveral Corp. for construction, use, repair and maintenance of elevated pipeline racks and related facilities and the termination of the existing easement for pipeline facilities suspended under North Cargo Piers 1 and 2, subject to final review and acceptance of legal descriptions. The documents have been reviewed and approved by General Counsel (Craig Langley).
<p><b>Summary Explanation &amp; Background:</b>            Seaport Canaveral Corp. ("Seaport Canaveral"), successor in interest to Vitol Inc., is the lessee and operator of the petroleum receiving, storage and discharge terminal located at 555 Highway 401 (the "Terminal") and the beneficiary of an easement recorded on July 28, 2008 at Official Records Book 5878, Page 9910, Public Records of Brevard County, Florida for its existing docklines which extend from the Terminal southerly to the North Cargo Piers 1 and 2 (the "Existing Dockline Easement"). Seaport Canaveral desires to relocate a portion of its existing docklines suspended under the North Cargo Piers and replace them with a rack structure and elevated pipelines (the "Dockline Improvements") further protecting the docklines from the contact with the salt water environment. The Docklines Easement Agreement grants the new easement for the purpose of installing, maintaining, inspecting, servicing, repairing, replacing and operating the Dockline Improvements, subject to all applicable permits and approvals. In connection with the new Docklines Easement Agreement, the Existing Dockline Easement will be terminated. All cost associated with the installation, maintenance and repair of the Dockline Improvements and removal of the existing docklines shall be paid by Seaport Canaveral. Final delivery of the Docklines Easement Agreement is subject to review and acceptance of revised legal descriptions to reduce the southern terminus of the easement to an area that corresponds to the extent of the Existing Dockline Easement.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[2.A Cover Page.pdf](#)

[Seaport Canaveral - Termination of Access Easement\\_03132019 \[final\]\\_partially executed.pdf](#)

[Seaport Canaveral - Dockline Easement Agmt 03082019 \[final\]\\_partially executed.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.A
Department:	Executive
Requested Action:	Consideration of approving Docklines Easement Agreement providing for the grant of a non-exclusive easement to Seaport Canaveral Corp. for construction, use, repair and maintenance of elevated pipeline racks and related facilities and the termination of the existing easement for pipeline facilities suspended under North Cargo Piers 1 and 2, subject to final review and acceptance of legal descriptions. The documents have been reviewed and approved by General Counsel (Craig Langley).
<p><b>Summary Explanation &amp; Background:</b>            Seaport Canaveral Corp. ("Seaport Canaveral"), successor in interest to Vitol Inc., is the lessee and operator of the petroleum receiving, storage and discharge terminal located at 555 Highway 401 (the "Terminal") and the beneficiary of an easement recorded on July 28, 2008 at Official Records Book 5878, Page 9910, Public Records of Brevard County, Florida for its existing docklines which extend from the Terminal southerly to the North Cargo Piers 1 and 2 (the "Existing Dockline Easement"). Seaport Canaveral desires to relocate a portion of its existing docklines suspended under the North Cargo Piers and replace them with a rack structure and elevated pipelines (the "Dockline Improvements") further protecting the docklines from the contact with the salt water environment. The Docklines Easement Agreement grants the new easement for the purpose of installing, maintaining, inspecting, servicing, repairing, replacing and operating the Dockline Improvements, subject to all applicable permits and approvals. In connection with the new Docklines Easement Agreement, the Existing Dockline Easement will be terminated. All cost associated with the installation, maintenance and repair of the Dockline Improvements and removal of the existing docklines shall be paid by Seaport Canaveral. Final delivery of the Docklines Easement Agreement is subject to review and acceptance of revised legal descriptions to reduce the southern terminus of the easement to an area that corresponds to the extent of the Existing Dockline Easement.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[Seaport Canaveral - Termination of Access Easement\\_03132019 \[final\]\\_partially executed.pdf](#)



**Prepared by and Return To:**  
Canaveral Port Authority  
Attn: VP & General Counsel  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920

**TERMINATION OF ACCESS EASEMENT**

**THIS TERMINATION OF ACCESS EASEMENT** (the "**Termination**") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 and SEAPORT CANAVERAL CORP., a Delaware corporation, whose address is 555 Hwy 401, Cape Canaveral, Florida 32920.

**WITNESSETH:**

**WHEREAS**, on or about July 1, 2008, Canaveral Port Authority and Vitol Inc. entered into that certain Access Easement, which easement was recorded on July 28, 2008 in Official Records Book 5878, Page 9910 in the public records of Brevard County, Florida (the "Access Easement");

**WHEREAS**, Seaport Canaveral Corp. is the successor in interest to Vitol Inc.;

**WHEREAS**, Canaveral Port Authority and Seaport Canaveral Corp. have entered into that certain Dockline Easement Agreement dated as of \_\_\_\_\_, 2019 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the public records of Brevard County, Florida (the "Dockline Easement Agreement"); and

**WHEREAS**, the Dockline Easement Agreement replaces the Access Easement and renders it unnecessary.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Access Easement is hereby terminated in its entirety and is of no further force or effect.

[Signature Pages to Follow]

**IN WITNESS WHEREOF**, the undersigned have caused this Termination to be effective as of the day and year set forth above.

Witnesses:

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Micah Loyd, Chairman

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

Date: \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

(Corporate Seal)

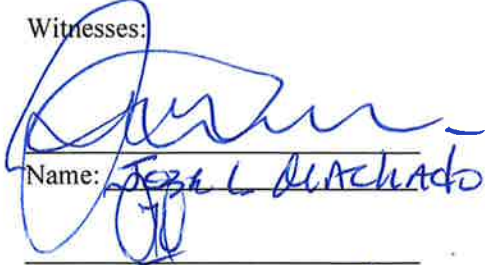
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida who is known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
PRINTED NAME: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

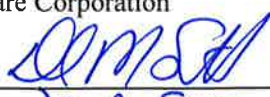


Witnesses:

  
Name: Ignacio Tolosa

Name: IGNACIO TOLOSA


**SEAPORT CANAVERAL CORP., a  
Delaware Corporation**

By:   
Name: DAVID SMITH  
Its: President

Date: March 13, 2019

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2019,  
by David Smith, as President of SEAPORT CANAVERAL  
CORP., a Delaware corporation, who is known to me or has produced who is known as  
identification.

  
NOTARY PUBLIC-STATE OF FLORIDA  
PRINTED NAME: Kelly C. Rambo  
My Commission expires: 7.1.20



Kelly C. Rambo  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG004028  
Expires 7/1/2020

**Prepared by and Return To:**  
Canaveral Port Authority  
Attn: VP & General Counsel  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920

## **DOCKLINES EASEMENT AGREEMENT**

**THIS DOCKLINES EASEMENT AGREEMENT** (the "**Agreement**") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (the "**Grantor**") and SEAPORT CANAVERAL CORP., a Delaware corporation, whose address is 555 Hwy 401, Cape Canaveral, Florida 32920 (the "**Grantee**"). Grantor and Grantee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**".

### **WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee of that certain real property situated in Brevard County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**");

**WHEREAS**, Grantor is also the owner in fee of that certain real property situated in Brevard County, Florida, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference, leased to Grantee pursuant to that certain Ground Lease, a memorandum of which was recorded on April 28, 2008 at Official Records Book 5860, Page 4060, Public Records of Brevard County, Florida (the "**Ground Lease**"), and operated by Grantee as a petroleum receiving, storage and discharge terminal (the "**Lease Parcel**");

**WHEREAS**, Grantor previously granted Grantee a non-exclusive access easement recorded on July 28, 2008 at Official Records Book 5878, Page 9910, Public Records of Brevard County, Florida (the "**Access Easement**") for the purpose of construction, maintenance and repair of certain pipelines extending from the Lease Parcel to Grantor's North Cargo Piers (the "**Existing Docklines**");

**WHEREAS**, Grantee desires to undertake a project to relocate a portion of the Existing Docklines from their current position suspended under Grantor's North Cargo Piers to an elevated pipeline rack to be constructed by Grantee upon the Property (the "**Project**");

**WHEREAS**, in conjunction with development of the Project, Grantee has requested that Grantor convey a non-exclusive dockline easement to Grantee on, upon, over, under, across and through the Property, more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Dockline Easement Parcel**"), for the limited purpose of installing, maintaining, inspecting, servicing, replacing, repairing and operating rack structure supports with elevated pipelines; and

**WHEREAS**, Grantor is willing to convey a dockline easement over the Dockline Easement Parcel to Grantee, subject to the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Dockline Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a perpetual, nonexclusive easement on, upon, over, under, across and through the Dockline Easement Parcel for the limited purpose of installing, maintaining, inspecting, servicing, replacing, repairing and operating rack structure supports with elevated pipelines (such improvements collectively referred to herein as the "**Dockline Improvements**"), subject to any and all applicable permits and other governmental requirements (the "**Dockline Easement**"). Grantee's rights under this Agreement are strictly limited to the construction, installation, maintenance, inspection, service, replacement, repair and operation of the Dockline Improvements and may not be expanded in any manner without amendment to this Agreement. Grantor makes no representation as to the condition of the Dockline Easement Parcel for the Project.

3. **Term of Dockline Easement.** The term of this Agreement (hereinafter referred to as the "**Term**") shall commence on the Effective Date hereof and subject to the terms hereof, shall continue in effect thereafter until the expiration or termination of the Ground Lease.

4. **Use, Repair and Maintenance.**

(a) Grantee agrees that its use of the Dockline Easement Parcel and the Dockline Improvements and appurtenant facilities installed therein shall be in full compliance with any and all governmental laws, rules, regulations, ordinances, permits, approvals and requirements. All construction and installation shall be undertaken by Grantee, its agents, assigns, employees, contractors, or subcontractors at no cost to Grantor and in a manner as to minimize any interference with or adverse effect upon the Property, other property owned by Grantor, and the tenants and users of such property. Dockline Improvements must not interfere with maintaining adequate ingress and egress for emergency vehicles and personnel. Promptly upon completion of construction of the Dockline Improvements, Grantee shall provide Grantor signed and sealed as-built drawings of the constructed Dockline Improvements. Grantee shall promptly repair any damage to and restore the Dockline Easement Parcel and Grantor's property to the condition they were in prior to construction of the Dockline Improvements in connection with the construction, operation, maintenance and removal of the Dockline Improvements and appurtenant facilities.

(b) Grantee shall repair and maintain the Dockline Easement Parcel and the Dockline Improvements and keep the same in good order and repair in accordance with all applicable permits and other governmental requirements and at no cost to Grantor.

(c) In the event any required repair and/or maintenance hereunder is not performed by Grantee, in accordance with the foregoing standards, Grantor may deliver a notice to Grantee, setting forth the maintenance deficiencies with particularity, and upon receipt of such written notice Grantee shall have a period of thirty (30) days to remedy the deficiencies, or forty-eight (48) hours, in case of emergency. In the event the deficiencies are not remedied in a reasonable fashion within such thirty (30) day period, or within such forty-eight (48) hour period in case of emergency, or, if such deficiencies cannot be reasonably cured or remedied within such thirty (30) day period, and Grantee fails to commence to cure or remedy the deficiency within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, Grantor has the right, but not the obligation, to correct any such deficiency in accordance with all applicable permits and other governmental requirements and Grantee shall then reimburse the Grantor for the Grantor's actual documented expenses reasonably incurred in connection therewith, no less than sixty (60) days after receipt of written request from the Grantor, failing which the amount due shall bear interest at the rate of twelve percent (12%) per annum. The Grantor's conduct of remedial action shall not operate to impose any obligation, responsibility or liability whatsoever upon the Grantor unless such conduct is determined to be grossly negligent or willful misconduct.



5. **Grantor's Use of Easement Area.** It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Dockline Easement Parcel in any manner (i) not inconsistent with the easement rights created herein and (ii) that does not unreasonably interfere with or disrupt Grantee's operations on the Dockline Easement Parcel or the functioning of the Dockline Improvements. Grantee shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's exercise of its retained rights hereunder. For any access to or work performed by Grantor, Grantor's contractors or agents within or in proximity to the Dockline Easement Parcel: If said access or work requires, as deemed by either party, specialty inspection or third party observation due to concern over the safety and/or security of the Dockline Facilities, all costs and expenses for such inspection or observation shall be borne by Grantee.

6. **Insurance.**

(a) Grantee will procure and maintain, at its sole expense, with solvent underwriters, policies of insurance in the minimum amounts outlined below:

(1) Workers' Compensation complying with the laws and statutory minimum coverage of the state or states where performance under this Agreement takes place, whether or not such coverage is required by law, including, coverage for voluntary compensation and alternate employer and an "other states coverage" endorsement;

(2) Employer's Liability with limits of \$1 million (combined single limit) for each accident, including occupational disease coverage with a limit of \$1 million for each employee and a \$2 million policy limit;

(3) Commercial General Liability (Standard ISO Occurrence Form) for bodily injury and property damage, including the following coverage: premises/operations, independent contractors, blanket contractual liability, explosion, collapse and underground, broad form property damage, products/completed operations, sudden and accidental pollution liability, cross-liability coverage, and, where appropriate, stop-gap coverage with total limits to all insureds for not less than \$2 million for each occurrence and \$5 million aggregate for each annual period (any "annual aggregate" limit will be amended to apply on a "per project" or "per location" basis);

(4) Automobile Liability with a limit for bodily injury and property damage of \$1 million each occurrence to include coverage for all owned, non-owned and hired vehicles;

(5) U.S. Longshore and Harbor Workers' Compensation, if applicable, providing statutory minimum coverage, including Employer's Liability for a limit of not less than: \$1,000,000 Each Accident, \$1,000,000 by Disease and \$1,000,000 policy limit;

(6) Umbrella Liability of \$10 million in excess of the limits for all of the above insurance policy types, except Worker's Compensation and USL&H, to include a "drop down" provision in the event the underlying limits are exhausted.

(b) All policies of insurance must be placed with insurance companies licensed to do business in Florida rated by A.M. Best Authority as "A-, IX" or higher. It is expressly understood that the insurance provision of this Agreement, including the minimum required limits outlined above are intended to assure that certain minimum standards of insurance protection are afforded by Grantee and the specifications in this Agreement of any amount will be construed to support but not in any way limit the amount or scope of liabilities and indemnity obligations (express or implied) of Grantee.

The minimum limits required in this Agreement for any particular type of insurance may be satisfied, in the sole discretion of Grantor, by a combination of the specific type of insurance and umbrella or excess liability insurance. The above minimum insurance requirements are subject to change at the discretion of Grantor. Any changes to the insurance requirements must be commercially reasonable. All deductibles applicable to the minimum required coverage outlined in this Agreement, with or without the consent of Grantor, will be for the sole account of the Grantee.

(c) Coverage under all insurance required to be carried by Grantee will be primary and exclusive of any other existing, valid and collectible insurance and each policy (except the Workers' Compensation policy and in the case of the Automobile Liability policy as to the additional insured obligation under clause (i) below), whether or not required by the other provisions of this Agreement, will (i) provide an endorsement that will make Grantor an additional insured, with Grantor being entitled to the same protections as any other additional insured party, and including coverage for Grantee's completed operations; and (ii) otherwise provide a blanket waiver of subrogation against the Grantor and its underwriters that guarantees that Grantee's underwriters similarly waive such rights of subrogation. All liability policies will also provide severability of interests and cross-liability coverage and a requirement that Grantor be provided thirty (30) days prior written notice of cancellation, material change or non-renewal. None of Grantee's obligations under this Section may be met through the means of any self-insurance coverage or program.

(d) Failure to Secure. Failure to secure the insurance coverage, or failure to comply fully with any of the insurance provisions of this Agreement, or the failure to secure such endorsements on the policies as may be necessary to carry out the terms and conditions of this Agreement will in no way relieve Grantee from the obligations of this Agreement, any provision of this Agreement to the contrary notwithstanding. If liability for loss or damage is denied by Grantee's underwriters, in whole or in part, or substantially reduced because of breach of such insurance requirements by Grantee or for any other reason, or if Grantee fails to maintain any of the insurance required by this Agreement to the extent permitted by law, Grantee will indemnify the Grantor and its underwriters against all claims, demands, costs and expenses, including reasonable attorney fees, which would otherwise be covered by said insurance.

7. **Indemnity and Release.** Grantee shall indemnify, defend and hold harmless the Grantor, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs, expenses, attorneys' fees and costs of investigation through litigation and on appeal) arising out of or resulting from the construction, operation or maintenance of the Dockline Improvements, or which are caused in whole or in part, directly or indirectly, by Grantee or any of its contractors, subcontractors or anyone directly employed by any of them in connection with the exercise of the Grantee's rights under this Agreement, or which arise from or out of a default by Grantee under this Agreement. Notwithstanding the foregoing, in no event will Grantee be liable for or be required to indemnify, defend or hold harmless the Grantor for any liability, claims, damages, losses and expenses caused by or arising out of the gross negligence or willful misconduct of Grantor, its agents, employees, contractors, consultants, subcontractors, invitees of Grantor. Nothing in this Agreement operates as a waiver of the Grantor's grant of sovereign immunity or the limits of liability established under Florida law. The indemnification obligations set forth herein shall survive for two years after the expiration or termination of this Agreement.

8. **Condition Upon Termination.** Upon the expiration or other termination of this Agreement, Grantee shall, at Grantor's election, (i) sever and remove any or all Dockline Improvements and/or (ii) abandon any or all remaining Dockline Improvements in place. Further, Grantee shall promptly repair any damage to and restore the Dockline Easement Parcel to the condition it was in prior to the construction of the Dockline Improvements. Any environmental testing or sampling of soil, groundwater,



or other environmental media shall be undertaken at Grantor's sole expense.

9. **Obligations.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee covenants and agrees that Grantee and its successors, assigns, agents, employees, contractors, subcontractors, invitees or guests shall not release or discharge into or within the Dockline Easement Parcel any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. In the event of such release or discharge, Grantee shall take prompt action to stop the release and shall pay all remedial costs and any fines, penalties or other amounts imposed or incurred in connection with the cleanup and remediation associated therewith. Notwithstanding the requirements in Section 14, Grantor shall immediately notify Grantee if it becomes aware of any release or discharge within the Dockline Easement Parcel.

10. **Binding Effect.** This Agreement shall be a covenant running with the title to the Dockline Easement Parcel and the Property. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Dockline Easement Parcel for its intended purpose including, without limitation, access rights and rights of ingress and egress.

11. **Assignment.** Grantee shall not have the right to assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be withheld in Grantor's reasonable discretion.

12. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Dockline Easement Parcel or any other property owned by Grantor in connection with the exercise of Grantee's rights hereunder.

13. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Brevard County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

14. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Cape Canaveral, Florida time), to the address listed below or to such other address as either Party may from time to time designate by written notice to the other Party. If to Grantor: Canaveral Port Authority, Director of Real Estate, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920; with copy to Canaveral Port Authority, Vice President & General Counsel, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920. If to Grantee: Seaport Canaveral Corp., a Delaware corporation, 555 Highway 401, Cape Canaveral, Florida 32920, Attn: David Smith, President and General Manager.

15. **Attorney's Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the prevailing party shall be entitled to its attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

16. **Taxes.** Grantee shall be responsible for the payment of all taxes which may be assessed or levied against the Dockline Easement Parcel or the Dockline Improvements as a result of Grantee's installation and use of same.

17. **Defaults.** Failure by either the Grantor or Grantee to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within thirty (30) days after the defaulting party receives written notice from the non-defaulting party specifying with particularity the alleged default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

18. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. No such invalid provision shall affect the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida and all duly adopted ordinances, regulations and policies of the Canaveral Port Authority. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to this Agreement or any breach thereof, shall be Brevard County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns.

19. **Effective Date.** The Effective Date of this Agreement is the last date this Agreement is executed by the Parties.

**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Agreement to be effective as of the day and year set forth above.

**“GRANTOR”**

Witnesses:

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Micah Loyd, Chairman

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

Date: \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida who is known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
PRINTED NAME: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



**"GRANTEE"**

Witnesses:

**SEAPORT CANAVERAL CORP., a  
Delaware Corporation**

Sosely Machado

Name: [Signature]

Name: IGNACIO TOLosa

By: [Signature]

Name: DAVID SMITH

Its: President

Date: March 13, 2019

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2019, by David Smith, as President of SEAPORT CANAVERAL CORP., a Delaware corporation, who is known to me or has produced who is known as identification.

Kelly C. Rambo

NOTARY PUBLIC-STATE OF FLORIDA

PRINTED NAME: Kelly C. Rambo

My Commission expires: 7/1/20



Kelly C. Rambo  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG004028  
Expires 7/1/2020

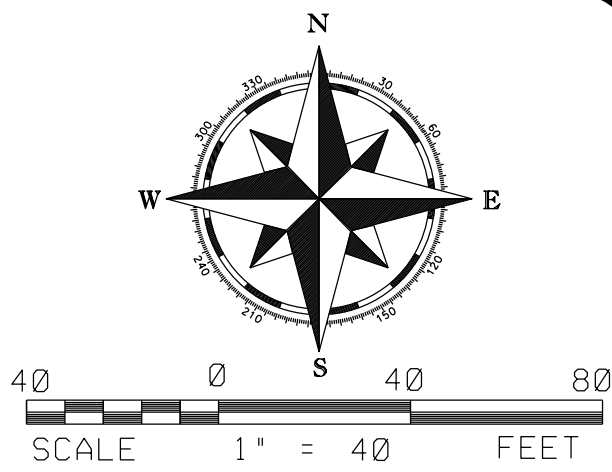
**EXHIBIT A**  
Property

*DB*





# SKETCH OF DESCRIPTION NORTH CARGO PIER 1 AND 2 PIPERACK EASEMENT



## LEGAL DESCRIPTION:

A Parcel of land lying in Section 10, Township 24 South, Range 37 East, Brevard County, Florida and owned by Canaveral Port Authority, being more particularly described as follows: Commence at an NGS Monument stamped "JOHN 1958", having State Plane coordinates of North= 1485211.39, East= 784516.62 North American Datum '83, Florida East Zone 901, thence South 56°04'04" West, a distance of 4226.81 feet to the Point-of-Beginning, having coordinates of North= 1482851.9264, East= 781009.6438; thence South 00°09'15" East, a distance of 122.81 feet; thence North 89°50'45" West, a distance of 262.82 feet; thence North 00°09'15" West, a distance of 122.32 feet; thence South 89°57'11" East, a distance of 170.52 feet; thence North 00°09'17" West, a distance of 560.47 feet; thence South 89°53'35" West, a distance of 20.41 feet; thence North 00°14'52" West, a distance of 91.00 feet; thence North 89°53'36" East, a distance of 20.34 feet; thence North 00°02'43" West, a distance of 434.49 feet; thence South 89°12'08" East, a distance of 39.79 feet; thence North 00°09'15" West, a distance of 72.12 feet; thence South 89°53'00" East, a distance of 52.00 feet; thence South 00°09'15" East, a distance of 97.62 feet; thence South 89°50'26" West, a distance of 62.83 feet; thence South 00°16'30" East, a distance of 432.59 feet; thence South 89°51'29" West, a distance of 26.00 feet; thence South 00°16'30" East, a distance of 42.00 feet; thence North 89°51'29" East, a distance of 87.83 feet; thence South 00°09'15" East, a distance of 76.44 feet; thence South 89°43'30" West, a distance of 61.67 feet; thence South 00°16'30" East, a distance of 94.31 feet; thence North 89°43'30" East, a distance of 61.47 feet; thence South 00°09'15" East, a distance of 87.82 feet; thence South 89°43'30" West, a distance of 61.28 feet; thence South 00°16'30" East, a distance of 326.37 feet; thence South 89°57'11" East, a distance of 60.60 feet; to the Point of Beginning. Containing 1.8739 Acres or 81,626.69 Square Feet, more or less.

Certified To:  
Seaport Canaveral

POINT-OF-COMMENCEMENT  
NGS MONUMENT "JOHN 1958"  
NORTH= 1485211.39  
EAST= 784516.62

POINT-OF-BEGINNING  
NORTH= 1482851.9264  
EAST= 781009.6438

## LEGEND:

CONC	CONCRETE
CLF	CHAIN LINK FENCE

## NOTES

1. NO IMPROVEMENTS LOCATED EXCEPT AS SHOWN AND NO CORNERS SET AT THIS TIME.
2. THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SHOWN AND NOTED AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
3. FIELD WORK WAS COMPLETED ON 10-30-18.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON NAD '83 STATE PLANE COORDINATES, FLORIDA EAST ZONE 901.

## CERTIFICATION

I, TIM R. CARLILE, FLORIDA REGISTERED SURVEYOR NUMBER 5170, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 5J-17) FOR THE TYPE OF SURVEY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Tim R. Carlile*  
TIM R. CARLILE P.L.S.  
FLORIDA P.L.S. 5170  
(NOT VALID UNLESS SEALED)

04-02-19  
DATE

## SURVEY FOR: SEAPORT CANAVERAL

## SKETCH OF DESCRIPTION NORTH CARGO PIER 1 AND 2 PIPERACK EASEMENT



SHEET: 1 OF 1  
JOB NUMBER: 2018-040  
FILE NAME: SEAPORT  
LAND BUSINESS #6447  
PHONE: 321-454-6310  
FAX: 321-454-6998  
E-MAIL: TC5170@AOL.COM  
1605 CHASE HAMMOCK RD.  
MERRITT ISLAND, FL 32953

REVISIONS	BY/DATE
REVISED EASEMENT	SC110-30-18
REVISED EASEMENT	TC12-27-18
REVISED EASEMENT	TC12-28-18
REVISED EASEMENT	KN03-22-19
REVISED EASEMENT	KN04-02-19

SCALE 1" = 40'  
DATE 05-08-18



**EXHIBIT B**  
Legal Description of Lease Parcel



## EXHIBIT "B"

### LEGAL DESCRIPTION OF LEASE PARCEL

#### PARCEL A

A parcel of land lying in Section 10, Township 24 South, Range 37 East, Brevard County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 10, said Township and Range, thence North 00° 17' 00" West a distance of 1161.14 feet; thence South 89° 53' 00" West a distance of 3,711.63 feet; thence North 00° 07' 00" West a distance of 3,139.43 feet; thence North 89° 53' 00" East a distance of 540.10 feet; thence North 00° 07' 00" West a distance of 299.29 feet, more or less, to the South right-of-way of State Road No. 401; thence South 89° 53' 58" East, along said South right-of-way line, a distance of 1193.48 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence South 89° 03' 59" East, along said South right-of-way line, a distance of 1068.69 feet; thence South 00° 07' 00" East a distance of 1097.21 feet; thence South 89° 53' 00" West a distance of 247.39 feet; thence South 37° 09' 01" West a distance of 197.84 feet; thence South 89° 53' 00" West a distance of 274.58 feet; thence South 74° 20' 00" West a distance of 153.17 feet; thence South 89° 53' 00" West a distance of 279.36 feet; thence North 00° 07' 00" West a distance of 1295.72 feet to the POINT OF BEGINNING.

Said parcel containing 30.0 acres (1,306,797 square feet) more or less and being subject to any easements and/or rights-of-way of record.

#### PARCEL B

The Option Parcel shall be that certain six (6) acre track more particularly described as follows:

A parcel of land lying in Section 10, Township 24 South, Range 37 East, Brevard County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Section 10, said Township and Range, thence North 00° 17' 00" West a distance of 1161.14 feet; thence South 89° 53' 00" West a distance of 3,711.63 feet; thence North 00° 07' 00" West a distance of 3,139.43 feet; thence North 89° 53' 00" East a distance of 540.10 feet; thence North 00° 07' 00" West a distance of 299.29 feet, more or less, to the South right-of-way of State Road No. 401; thence South 89° 53' 58" East, along said South right-of-way line, a distance of 995.74 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence South 89° 53' 58" East, along said South right-of-way line, a distance of 197.74 feet; thence South 00° 07' 00" East a distance of 1337.69 feet; thence South 89° 53' 00" West a distance of 197.74 feet; thence North 00° 07' 00" West a distance of 1338.44 feet to the POINT OF BEGINNING.

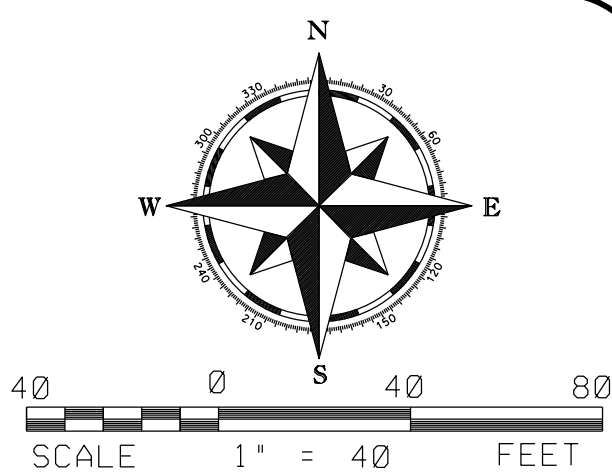
Said parcel containing 6.07 acres (264,587 square feet) more or less and being subject to a 25-ft. drainage and utility easement along the southern property line and subject to any other easements and/or rights-of-way of record.

**EXHIBIT C**  
**Dockline Easement Parcel**





# SKETCH OF DESCRIPTION NORTH CARGO PIER 1 AND 2 PIPERACK EASEMENT



## LEGAL DESCRIPTION:

A Parcel of land lying in Section 10, Township 24 South, Range 37 East, Brevard County, Florida and owned by Canaveral Port Authority, being more particularly described as follows: Commence at an NGS Monument stamped "JOHN 1958", having State Plane coordinates of North= 1485211.39, East= 784516.62 North American Datum '83, Florida East Zone 901, thence South 56°04'04" West, a distance of 4226.81 feet to the Point-of-Beginning, having coordinates of North= 1482851.9264, East= 781009.6438; thence South 00°09'15" East, a distance of 122.81 feet; thence North 89°50'45" West, a distance of 262.82 feet; thence North 00°09'15" West, a distance of 122.32 feet; thence South 89°57'11" East, a distance of 170.52 feet; thence North 00°09'17" West, a distance of 560.47 feet; thence South 89°53'35" West, a distance of 20.41 feet; thence North 00°14'52" West, a distance of 91.00 feet; thence North 89°53'36" East, a distance of 20.34 feet; thence North 00°02'43" West, a distance of 434.49 feet; thence South 89°12'08" East, a distance of 39.79 feet; thence North 00°09'15" West, a distance of 72.12 feet; thence South 89°53'00" East, a distance of 52.00 feet; thence South 00°09'15" East, a distance of 97.62 feet; thence South 89°50'26" West, a distance of 62.83 feet; thence South 00°16'30" East, a distance of 432.59 feet; thence South 89°51'29" West, a distance of 26.00 feet; thence South 00°16'30" East, a distance of 42.00 feet; thence North 89°51'29" East, a distance of 87.83 feet; thence South 00°09'15" East, a distance of 76.44 feet; thence South 89°43'30" West, a distance of 61.67 feet; thence South 00°16'30" East, a distance of 94.31 feet; thence North 89°43'30" East, a distance of 61.47 feet; thence South 00°09'15" East, a distance of 87.82 feet; thence South 89°43'30" West, a distance of 61.28 feet; thence South 00°16'30" East, a distance of 326.37 feet; thence South 89°57'11" East, a distance of 60.60 feet; to the Point of Beginning. Containing 1.8739 Acres or 81,626.69 Square Feet, more or less.

Certified To:  
Seaport Canaveral

POINT-OF-COMMENCEMENT  
NGS MONUMENT "JOHN 1958"  
NORTH= 1485211.39  
EAST= 784516.62

POINT-OF-BEGINNING  
NORTH= 1482851.9264  
EAST= 781009.6438

## LEGEND:

CONC	CONCRETE
CLF	CHAIN LINK FENCE

## NOTES

1. NO IMPROVEMENTS LOCATED EXCEPT AS SHOWN AND NO CORNERS SET AT THIS TIME.
2. THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SHOWN AND NOTED AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
3. FIELD WORK WAS COMPLETED ON 10-30-18.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON NAD '83 STATE PLANE COORDINATES, FLORIDA EAST ZONE 901.

## CERTIFICATION

I, TIM R. CARLILE, FLORIDA REGISTERED SURVEYOR NUMBER 5170, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECTION AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (CHAPTER 5J-17) FOR THE TYPE OF SURVEY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Tim R. Carlile*  
TIM R. CARLILE P.L.S.  
FLORIDA P.L.S. 5170  
(NOT VALID UNLESS SEALED)

04-02-19  
DATE

## SURVEY FOR: SEAPORT CANAVERAL

## SKETCH OF DESCRIPTION NORTH CARGO PIER 1 AND 2 PIPERACK EASEMENT



SHEET: 1 OF 1  
JOB NUMBER: 2018-040  
FILE NAME: SEAPORT  
LAND BUSINESS #6447  
PHONE: 321-454-6310  
FAX: 321-454-6998  
E-MAIL: TC5170@AOL.COM  
1605 CHASE HAMMOCK RD.  
MERRITT ISLAND, FL 32953

REVISIONS	BY/DATE
REVISED EASEMENT	SC110-30-18
REVISED EASEMENT	TC12-27-18
REVISED EASEMENT	TC12-28-18
REVISED EASEMENT	KN03-22-19
REVISED EASEMENT	KN04-02-19
SCALE	1" = 40'
DATE	04-02-19



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.B
Department:	Executive
Requested Action:	<p>Consideration of approval of a cruise Operating Agreement for Disney Cruise Line and termination of the existing Marine Terminal Agreement dated May 17, 1995, as amended.</p> <p>(Bobby Giangrisostomi/John Murray)</p>
<p><b>Summary Explanation &amp; Background:</b></p> <p>The existing Marine Terminal Agreement dated May 17, 1995 by and between Canaveral Port Authority and DCL Port Facilities Corporation is set to expire on December 31, 2027 for operation of Disney Cruise Line (DCL) vessels from cruise terminal CT-8. Under the existing Agreement DCL is charged a contract wharfage rate of \$7.89 per passenger movement plus dockage, line handling and harbormaster fees. DCL currently has a fixed annual guarantee of 150 calls per year.</p> <p>The new Operating Agreement will be effective on June 1, 2019 and has a twenty (20) year primary term with two (2) additional five (5) year renewals. It permits DCL vessels to continue exclusive operation from cruise terminal CT-8 (upon completion of the planned improvements and subject to certain exceptions for port of calls and emergencies) and provides for preferential use of CT-10 when DCL commences regularly scheduled operation of a third homeport vessel. The planned waterside and landside improvements to CT-8 and CT-10 (collectively, the "Improvements") will accommodate the future growth and fleet of DCL vessels, including its new class vessels that are scheduled to enter service beginning in 2021. As part of its commitment, DCL will initially homeport two (2) of its three (3) new class vessels at Port Canaveral. Under the new Agreement, DCL will be charged a contract wharfage rate of \$7.98 per passenger movement plus dockage, line handling and harbormaster fees. Contract rates will increase annually by 2.5% or by CPI-1 if CPI exceeds 4%. Initially, the call guarantee remains at 150 calls, but increases to 180 calls in 2023 and to 216 calls in 2024. The estimated cost of the improvements to be completed by the Port is \$46,480,000 and following the improvements to CT-8, DCL will begin paying a capital cost recovery charge (CCRC) estimated at \$3.15 per passenger movement for the Improvements. The CCRC is based on recovery of \$46,480,000 over the twenty (20) year primary term and is subject to adjustment based on the final cost of the Improvements and interest rate for financing.</p> <p>Staff recommends approval of the new Operating Agreement.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes



Reviewed by Port Attorney:	Yes
Financial Review:	The investments referenced in this agreement are included in the FY19-23 Five Year Capital Budget and Cash Flow Plan.

Attachments:

[2.B Cover Page.pdf](#)

[Mutual Termination Agreement \[partially executed\].pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.B
Department:	Executive
Requested Action:	<p>Consideration of approval of a cruise Operating Agreement for Disney Cruise Line and termination of the existing Marine Terminal Agreement dated May 17, 1995, as amended.</p> <p>(Bobby Giangrisostomi/John Murray)</p>
<p><b>Summary Explanation &amp; Background:</b></p> <p>The existing Marine Terminal Agreement dated May 17, 1995 by and between Canaveral Port Authority and DCL Port Facilities Corporation is set to expire on December 31, 2027 for operation of Disney Cruise Line (DCL) vessels from cruise terminal CT-8. Under the existing Agreement DCL is charged a contract wharfage rate of \$7.89 per passenger movement plus dockage, line handling and harbormaster fees. DCL currently has a fixed annual guarantee of 150 calls per year.</p> <p>The new Operating Agreement will be effective on June 1, 2019 and has a twenty (20) year primary term with two (2) additional five (5) year renewals. It permits DCL vessels to continue exclusive operation from cruise terminal CT-8 (upon completion of the planned improvements and subject to certain exceptions for port of calls and emergencies) and provides for preferential use of CT-10 when DCL commences regularly scheduled operation of a third homeport vessel. The planned waterside and landside improvements to CT-8 and CT-10 (collectively, the "Improvements") will accommodate the future growth and fleet of DCL vessels, including its new class vessels that are scheduled to enter service beginning in 2021. As part of its commitment, DCL will initially homeport two (2) of its three (3) new class vessels at Port Canaveral. Under the new Agreement, DCL will be charged a contract wharfage rate of \$7.98 per passenger movement plus dockage, line handling and harbormaster fees. Contract rates will increase annually by 2.5% or by CPI-1 if CPI exceeds 4%. Initially, the call guarantee remains at 150 calls, but increases to 180 calls in 2023 and to 216 calls in 2024. The estimated cost of the improvements to be completed by the Port is \$46,480,000 and following the improvements to CT-8, DCL will begin paying a capital cost recovery charge (CCRC) estimated at \$3.15 per passenger movement for the Improvements. The CCRC is based on recovery of \$46,480,000 over the twenty (20) year primary term and is subject to adjustment based on the final cost of the Improvements and interest rate for financing.</p> <p>Staff recommends approval of the new Operating Agreement.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes

Reviewed by Port Attorney:	Yes
Financial Review:	The investments referenced in this agreement are included in the FY19-23 Five Year Capital Budget and Cash Flow Plan.

Attachments:

## MUTUAL TERMINATION AGREEMENT

**THIS MUTUAL TERMINATION AGREEMENT** (the "**Termination Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (hereinafter referred to as "**Port Authority**") and **DCL PORT FACILITIES CORPORATION**, a Delaware corporation (hereinafter referred to as "**DCL**"). Each of Port Authority and DCL is hereinafter referred to as a "**Party**," or collectively, as the "**Parties**".

### WITNESSETH:

**WHEREAS**, Port Authority and DCL entered into that certain Marine Terminal Agreement dated May 17, 1995, and all Amendments thereto (the "**Original Agreement**");

**WHEREAS**, the Original Agreement provided for construction and use of the cruise ship facility designated by the Port Authority as Cruise Terminal 8 at Port Canaveral;

**WHEREAS**, on a date even herewith, the Parties have entered into a new operating agreement for cruise operations and berthing at Port Canaveral with an effective date of June 1, 2019 (the "**New Agreement**"); and

**WHEREAS**, the Parties therefore desire to terminate the Original Agreement, as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are expressly incorporated herein by this reference.
2. Termination of Original Agreement. Subject to the following, the Original Agreement and all rights and obligations thereunder are terminated by mutual agreement of the Parties as of June 1, 2019 (the "**Termination Date**"). Nothing herein shall be construed as a waiver or release from any right, duty or obligation arising out of the Original Agreement prior to the Termination Date, including, but not limited to, (i) the payment of any fees or charges to which either party may be entitled, and/or (ii) for contribution, defense or indemnification, which provisions survive the termination of the Original Agreement.
3. Integration. This Termination Agreement is entered into by each of the Parties without reliance upon any statement, representation, promise, inducement or agreement not expressly contained within this Termination Agreement.
4. Binding Effect. This Termination Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates and personal representatives of the Parties.
5. Authority. Each Party hereto warrants that the execution of this Termination

Agreement by the individual executing this Termination Agreement on their behalf, and the performance of their respective obligations hereunder, have been duly authorized and approved by all necessary action.

6. Governing Law. This Termination Agreement shall be interpreted and construed with and in accordance with the laws of the State of Florida, and all obligations of the Parties created hereunder are to be litigated, if applicable, in Brevard County, Florida.

7. Severability. In the event any portion of this Termination Agreement shall be declared invalid, then the remaining portions of the Termination Agreement shall survive such invalidity and be valid and enforceable.

8. Remedies and Attorneys' Fees. All rights and remedies of Port Authority and of DCL under this Termination Agreement are cumulative and will not exclude any other right or remedy allowed at law or in equity. The non-prevailing party or parties will pay the prevailing party's costs and expenses, including reasonable attorneys' fees in any proceeding to enforce the provisions of this Termination Agreement.

9. Headings. The headings in this Termination Agreement have been inserted solely for ease of reference and should not be considered in the interpretation or construction of this Termination Agreement.

10. Counterparts. This Termination Agreement may be executed in counterparts, a complete set of which shall be deemed an original, constituting one and the same instrument.

11. Entire Agreement; Amendments. This Termination Agreement represents the entire understanding and agreement between the Parties respecting the subject matter hereof, and supersedes all other negotiations, understandings and representations made between the Parties. This Termination Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the Parties hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the last date indicated below.

**"PORT AUTHORITY"**

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

Date: \_\_\_\_\_, 2019

ATTEST: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

Date: \_\_\_\_\_, 2019


**"DCL"**

**WITNESSES:**

  
Print Name: Cheri Gannon

  
Print Name: MARYANNA LACCHETTO

**DCL PORT FACILITIES CORPORATION**, a Delaware corporation

By:   
Name: James A. Stockton  
Title: Vice President

Date: May 17, 2019

**Meeting Date**

May 22, 2019

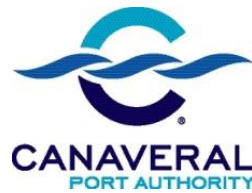
**AGENDA ITEM REQUEST**

Section:	
Item Number:	3.A
Department:	Finance
Requested Action:	Consideration of CPA Resolution No. RES-2019-002-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the Cruise Terminal project. (Michael Poole/ Connie Taylor)
<b>Summary Explanation &amp; Background:</b> For fiscal year 2019-2020, FDOT allocated \$3 Million of FSTED 311 funds. These funds will support the Cruise Terminal 3 project.  CPA agrees to enter into this agreement with a minimum of 50% match and FDOT with a maximum of 50% reimbursement or up to the total grant amount of \$3 Million.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

**Attachments:**[3.A Cover Page.pdf](#)[FIN\\_BACKUP\\_RESOLUTION\\_RES-2019-002-EXE-3\\_CT3 Project.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.A
Department:	Finance
Requested Action:	Consideration of CPA Resolution No. RES-2019-002-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the Cruise Terminal project. (Michael Poole/ Connie Taylor)
<b>Summary Explanation &amp; Background:</b> For fiscal year 2019-2020, FDOT allocated \$3 Million of FSTED 311 funds. These funds will support the Cruise Terminal 3 project.  CPA agrees to enter into this agreement with a minimum of 50% match and FDOT with a maximum of 50% reimbursement or up to the total grant amount of \$3 Million.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[FIN\\_BACKUP\\_RESOLUTION\\_RES-2019-002-EXE-3\\_CT3 Project.pdf](#)



**CANAVERAL PORT AUTHORITY  
RESOLUTION NO. RES-2019-002-EXE-3**

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CANAVERAL PORT AUTHORITY FOR STATE FUNDING IN FISCAL YEAR (2019/20) FOR THE **CRUISE TERMINAL 3 PROJECT**.

WHEREAS, the Canaveral Port Authority (CPA) has been presented a Public Transportation Grant Agreement (PTGA), **FPN# 444448-2-94-01** with the Florida Department of Transportation (FDOT) for the Cruise Terminal 3 Project; and

WHEREAS, FDOT and CPA have agreed that FDOT will reimburse 50% of all eligible expenditures related to the Cruise Terminal 3 Project, FPN# 444448-2-94-01, or up to \$3,000,000, with CPA required to contribute 50% or \$3,000,000 upon execution, and according to terms and conditions of the Public Transportation Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CANAVERAL PORT AUTHORITY:

Section 1. CPA confirms its desire to enter into the Public Transportation Grant Agreement with FDOT;

Section 2. The Chairman of the Board or Vice-Chairman is herein authorized to execute this Resolution on behalf of CPA.

Section 3. The Chief Executive Officer, Chief Financial Officer and the Senior Director of Finance are herein specifically authorized to enter into and sign such documents as may be necessary, including the Public Transportation Grant Agreement (PTGA), and any Amendment to the Public Transportation Grant Agreement for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support the project.

Section 4. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 22nd day of May 2019.

(Official Seal)

CANAVERAL PORT AUTHORITY

\_\_\_\_\_  
Micah Loyd, Chairman

\_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

**Meeting Date**

May 22, 2019

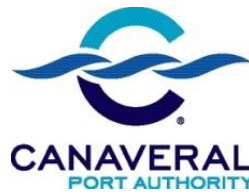
**AGENDA ITEM REQUEST**

Section:	
Item Number:	3.B
Department:	Finance
Requested Action:	Consideration of CPA Resolution No. RES-2019-003-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the North Cargo Berth 8 Improvements Phase 2.
<b>Summary Explanation &amp; Background:</b> For fiscal year 2019-2020, FDOT allocated \$7.5 Million of FSTED 311 funds. These funds will support the NCB 8 Improvements Phase2.  CPA agrees to enter into this agreement with a minimum of 50% match and FDOT with a maximum of 50% reimbursement or up to the total grant amount of \$7.5 Million.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

**Attachments:**[3.B Cover Page.pdf](#)[RESOLUTION\\_RES-2019-003-EXE-3\\_NCB8 Phase2.docx](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.C
Department:	Finance
Requested Action:	Consideration of CPA Resolution No. RES-2019-003-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the North Cargo Berth 8 Improvements Phase 2.
<b>Summary Explanation &amp; Background:</b> For fiscal year 2019-2020, FDOT allocated \$7.5 Million of FSTED 311 funds. These funds will support the NCB 8 Improvements Phase2.  CPA agrees to enter into this agreement with a minimum of 50% match and FDOT with a maximum of 50% reimbursement or up to the total grant amount of \$7.5 Million.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[RESOLUTION\\_RES-2019-003-EXE-3\\_NCB8 Phase2.docx](#)

**CANAVERAL PORT AUTHORITY  
RESOLUTION NO. RES-2019-003-EXE-3**

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CANAVERAL PORT AUTHORITY FOR STATE FUNDING IN FISCAL YEAR (2019/20) FOR THE **NORTH CARGO BERTH 8 IMPROVEMENTS PHASE 2**.

WHEREAS, the Canaveral Port Authority (CPA) has been presented a Public Transportation Grant Agreement (PTGA), **FPN# 440323-1-94-02** with the Florida Department of Transportation (FDOT) for the North Cargo Berth 8 Improvements Phase 2; and

WHEREAS, FDOT and CPA have agreed that FDOT will reimburse 50% of all eligible expenditures related to the North Cargo Berth 8 Improvements Phase 2, FPN# 440323-1-94-02, or up to \$7,500,000, with CPA required to contribute 50% or \$7,500,000 upon execution, and according to terms and conditions of the Public Transportation Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CANAVERAL PORT AUTHORITY:

Section 1. CPA confirms its desire to enter into the Public Transportation Grant Agreement with FDOT;

Section 2. The Chairman of the Board or Vice-Chairman is herein authorized to execute this Resolution on behalf of CPA.

Section 3. The Chief Executive Officer, Chief Financial Officer and the Senior Director of Finance are herein specifically authorized to enter into and sign such documents as may be necessary, including the Public Transportation Grant Agreement (PTGA), and any Amendment to the Public Transportation Grant Agreement for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support the project.

Section 4. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 22nd day of May 2019.

(Official Seal)

CANAVERAL PORT AUTHORITY

\_\_\_\_\_  
Micah Loyd, Chairman

\_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

**Meeting Date**

May 22, 2019

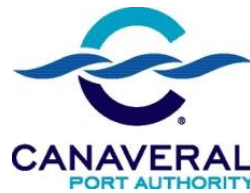
**AGENDA ITEM REQUEST**

Section:	
Item Number:	3.C
Department:	Finance
Requested Action:	Consideration of CPA Resolution No. RES-2019-004-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the North Cargo Berths 3 and 4 Improvements. (Michael Poole/ Connie Taylor)
<b>Summary Explanation &amp; Background:</b> For fiscal year 2019-2020, FDOT allocated \$2.5 Million of FSTED 311 funds. These funds will support the NCB 3 and 4 Improvements.  CPA agrees to enter into this agreement with a minimum of 50% match and FDOT with a maximum of 50% reimbursement or up to the total grant amount of \$2.5 Million.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

**Attachments:**[3.C Cover Page.pdf](#)[RESOLUTION\\_RES-2019-004-EXE-3\\_NCB3&4.docx](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.B
Department:	Finance
Requested Action:	Consideration of CPA Resolution No. RES-2019-004-EXE-3, authorizing a Public Transportation Grant Agreement (PTGA) between the Canaveral Port Authority (CPA) and Florida Department of Transportation (FDOT) for the reimbursement of FDOT funds expended by the Canaveral Port Authority in conjunction with the North Cargo Berths 3 and 4 Improvements. (Michael Poole/ Connie Taylor)
<b>Summary Explanation &amp; Background:</b> For fiscal year 2019-2020, FDOT allocated \$2.5 Million of FSTED 311 funds. These funds will support the NCB 3 and 4 Improvements.  CPA agrees to enter into this agreement with a minimum of 50% match and FDOT with a maximum of 50% reimbursement or up to the total grant amount of \$2.5 Million.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[RESOLUTION\\_RES-2019-004-EXE-3\\_NCB3&4.docx](#)

**CANAVERAL PORT AUTHORITY  
RESOLUTION NO. RES-2019-004-EXE-3**

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CANAVERAL PORT AUTHORITY FOR STATE FUNDING IN FISCAL YEAR (2019/20) FOR THE **NORTH CARGO BERTHS 3 AND 4 IMPROVEMENTS**.

WHEREAS, the Canaveral Port Authority (CPA) has been presented a Public Transportation Grant Agreement (PTGA), **FPN# 440323-1-94-03** with the Florida Department of Transportation (FDOT) for the North Cargo Berths 3 and 4 Improvements; and

WHEREAS, FDOT and CPA have agreed that FDOT will reimburse 50% of all eligible expenditures related to the North Cargo Berths 3 and 4 Improvements, FPN# 440323-1-94-03, or up to \$2,500,000, with CPA required to contribute 50% or \$2,500,000 upon execution, and according to terms and conditions of the Public Transportation Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CANAVERAL PORT AUTHORITY:

Section 1. CPA confirms its desire to enter into the Public Transportation Grant Agreement with FDOT;

Section 2. The Chairman of the Board or Vice-Chairman is herein authorized to execute this Resolution on behalf of CPA.

Section 3. The Chief Executive Officer, Chief Financial Officer and the Senior Director of Finance are herein specifically authorized to enter into and sign such documents as may be necessary, including the Public Transportation Grant Agreement (PTGA), and any Amendment to the Public Transportation Grant Agreement for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support the project.

Section 4. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 22nd day of May 2019.

(Official Seal)

CANAVERAL PORT AUTHORITY

\_\_\_\_\_  
Micah Loyd, Chairman

\_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	4.A
Department:	Government Relations and Communications
Requested Action:	Consideration of approving the Selection Committee's recommendation to award a contract for PUR-RFP-19-5, to Jones Walker, LLP, for a term of three years with two one-year optional renewals to provide Federal Legislative Lobbying Services and authorizing the Canaveral Port Authority CEO to negotiate and enter an agreement upon approval of the document by Port Counsel. (Diane Luensmann)
<p><b>Summary Explanation &amp; Background:</b>  In March 2019 the Canaveral Port Authority (CPA) issued PUR-RFP-1915 for Federal Legislative Lobbying Services to select the most qualified Firm to provide services for CPA.</p> <p>The Canaveral Port Authority has been utilizing the legislative consultant services of Jones Walker, LLP, since April 1, 2018 on a trial basis. On September 10, 2018, Jones Walker was issued another short-term contract with an increased scope of work and objectives:</p> <ul style="list-style-type: none"> <li>a. Increase CBP presence at Port Canaveral in order to expedite the entry and clearance process of cruise passengers.</li> <li>b. Broaden relationship with key DOT officials, particularly those involved with the BUILD and INFRA grant programs.</li> <li>c. Facilitate continued cooperation and coordination with the U.S. Army Corps of Engineers (Corps) on harbor maintenance and dredging funding and infrastructure permitting issues.</li> <li>d. Facilitate continued cooperation and coordination with the Coast Guard on navigation and safety issues in and around Port Canaveral, especially related to the use of LNG as a marine fuel.</li> <li>e. Develop a Federal government relations plan, through close coordination with CPA, that will include short term and long-term priorities and objectives for Port Canaveral both in Congress and with the relevant Federal agencies.</li> </ul> <p>Jones Walker has demonstrated consistent performance with positive results.</p> <p>The CPA would like to extend the Jones Walker scope of services and responsibilities to include:</p>	



- a. Developing a strategy to support securing federal funding opportunities for Port Canaveral, including pursuit of new grant opportunities at USDOT/MARAD; funding in federal agencies' annual Work Plans, especially the Corps of Engineers Work Plan, and funding through the federal budget and appropriation processes.
- b. Working with the Cruise Line International Association (CLIA), the Florida Ports Council, and the Florida Congressional Ports Caucus on the CPA's priorities, including enhanced infrastructure funding for ports, port security, and additional deployment of CBP officers to cruise ports.
- c. Reviewing, monitoring, and reporting on all existing and proposed federal policies, programs, and legislation that may affect ports in general, and the CPA in particular.

Proposed fees for this agreement will be \$122,400 for the first year, \$138,000 for second year, and \$150,000 for the third year, and is inclusive of travel and related incidental out-of-pocket expenses. Mutual renewal and related fees for years four and five will be subject to negotiation.

Any additional project work mutually agreed upon outside the scope of services of this agreement shall not exceed \$50,000 over the five (5) year period.

This agreement will include a Termination for Convenience clause. Either party may terminate the agreement without cause by giving the other party written notice at least forty-five (45) days prior to the effective date of termination.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY19 Operating Budget. Future contract amounts will be reflected in the related operating budgets for those years.

Attachments:

[4.A Cover Page.pdf](#)

[3A\\_PUR-RFP-19-5 Evaluation Scoring-Public Release.pdf](#)

[3A\\_PUR-RFP-19-5 Selection Committee Ranking Sheet.pdf](#)

[3A\\_PUR-RFP-19-5 Solicitation Summary.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	3.A
Department:	Government Relations and Communications
Requested Action:	Consideration of approving the Selection Committee's recommendation to award a contract for PUR-RFP-19-5, to Jones Walker, LLP, for a term of three years with two one-year optional renewals to provide Federal Legislative Lobbying Services and authorizing the Canaveral Port Authority CEO to negotiate and enter an agreement upon approval of the document by Port Counsel. (Diane Luensmann)
<p><b>Summary Explanation &amp; Background:</b></p> <p>In March 2019 the Canaveral Port Authority (CPA) issued PUR-RFP-1915 for Federal Legislative Lobbying Services to select the most qualified Firm to provide services for CPA.</p> <p>The Canaveral Port Authority has been utilizing the legislative consultant services of Jones Walker, LLP, since April 1, 2018 on a trial basis. On September 10, 2018, Jones Walker was issued another short-term contract with an increased scope of work and objectives:</p> <ul style="list-style-type: none"><li>a. Increase CBP presence at Port Canaveral in order to expedite the entry and clearance process of cruise passengers.</li><li>b. Broaden relationship with key DOT officials, particularly those involved with the BUILD and INFRA grant programs.</li><li>c. Facilitate continued cooperation and coordination with the U.S. Army Corps of Engineers (Corps) on harbor maintenance and dredging funding and infrastructure permitting issues.</li><li>d. Facilitate continued cooperation and coordination with the Coast Guard on navigation and safety issues in and around Port Canaveral, especially related to the use of LNG as a marine fuel.</li><li>e. Develop a Federal government relations plan, through close coordination with CPA, that will include short term and long-term priorities and objectives for Port Canaveral both in Congress and with the relevant Federal agencies.</li></ul> <p>Jones Walker has demonstrated consistent performance with positive results.</p> <p>The CPA would like to extend the Jones Walker scope of services and responsibilities to include:</p>	

- a. Developing a strategy to support securing federal funding opportunities for Port Canaveral, including pursuit of new grant opportunities at USDOT/MARAD; funding in federal agencies' annual Work Plans, especially the Corps of Engineers Work Plan, and funding through the federal budget and appropriation processes.
- b. Working with the Cruise Line International Association (CLIA), the Florida Ports Council, and the Florida Congressional Ports Caucus on the CPA's priorities, including enhanced infrastructure funding for ports, port security, and additional deployment of CBP officers to cruise ports.
- c. Reviewing, monitoring, and reporting on all existing and proposed federal policies, programs, and legislation that may affect ports in general, and the CPA in particular.

Proposed fees for this agreement will be \$122,400 for the first year, \$138,000 for second year, and \$150,000 for the third year, and is inclusive of travel and related incidental out-of-pocket expenses. Mutual renewal and related fees for years four and five will be subject to negotiation.

Any additional project work mutually agreed upon outside the scope of services of this agreement shall not exceed \$50,000 over the five (5) year period.

This agreement will include a Termination for Convenience clause. Either party may terminate the agreement without cause by giving the other party written notice at least forty-five (45) days prior to the effective date of termination.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY19 Operating Budget. Future contract amounts will be reflected in the related operating budgets for those years.

Attachments:

[3A\\_PUR-RFP-19-5 Evaluation Scoring-Public Release.pdf](#)

[3A\\_PUR-RFP-19-5 Selection Committee Ranking Sheet.pdf](#)

[3A\\_PUR-RFP-19-5 Solicitation Summary.pdf](#)

**Canaveral Port Authority**  
**PUR-RFP-19-5 Federal Legislative Lobbyist Services**  
**Step 1 Scoring Summary**

Alphabetical Order	Proposing Firms		
	<b>Clark Hill Washington, DC</b>	<b>Jones Walker Washington, DC</b>	<b>Thompson Coburn LLP Washington, DC</b>
Selection Criteria			
Evaluator #1	85	93	63
Evaluator #2	50	100	30
Evaluator #3	94	100	78
Evaluator #4	82	93	70
Evaluator #5	94	99	92
Total	405	485	333
Ave	81.00	97.00	66.60
Rank	2	1	3

Rank Order	Proposing Firms		
	<b>Jones Walker Washington, DC</b>	<b>Clark Hill Washington, DC</b>	<b>Thompson Coburn LLP Washington, DC</b>
Selection Criteria			
Evaluator #1	93	85	63
Evaluator #2	100	50	30
Evaluator #3	100	94	78
Evaluator #4	93	82	70
Evaluator #5	99	94	92
Total	485	405	333
Ave	97.00	81.00	66.60
Rank	1	2	3

Canaveral Port Authority  
PUR-RFP-19-5 Federal Legislative Lobbyist Services  
Step 1 Scoring Sheet

Evaluator #1		Proposing Firm		
		Clark Hill Washington, DC	Jones Walker Washington, DC	Thompson Coburn LLP Washington, DC
Selection Criteria	Maximum Points			
Tab 1 - General Information	Required, Non-scored	Y	Y	Y
Tab 2 - Letter of Introduction	Required, Non-scored	Y	Y	Y
Tab 3 - Scope and Approach	25	22	23	10
Tab 4 - Experience of Firm and Team	30	27	28	26
Tab 5 - Past Performance and Workload	30	26	28	22
Tab 6 - Fees	15	10	14	5
Tab 7 - Insurance	Required, Non-scored	Y	Y	Y
Tab 8 - Non-Collusion Clause	Required, Non-scored	Y	Y	Y
Tab 9 - Public Entity Crimes	Required, Non-scored	Y	Y	Y
Tab 10 - Conflict of Interest Disclosure Form	Required, Non-scored	Y	Y	Y
Tab 11 - Certificate Regarding Debarment	Required, Non-scored	Y	Y	Y
TOTAL POINTS	100	85	93	63

Evaluator #2		Proposing Firm		
		Clark Hill Washington, DC	Jones Walker Washington, DC	Thompson Coburn LLP Washington, DC
Selection Criteria	Maximum Points			
Tab 1 - General Information	Required, Non-scored	Y	Y	Y
Tab 2 - Letter of Introduction	Required, Non-scored	Y	Y	Y
Tab 3 - Scope and Approach	25	25	25	5
Tab 4 - Experience of Firm and Team	30	10	30	10
Tab 5 - Past Performance and Workload	30	5	30	5
Tab 6 - Fees	15	10	15	10
Tab 7 - Insurance	Required, Non-scored	Y	Y	Y
Tab 8 - Non-Collusion Clause	Required, Non-scored	Y	Y	Y
Tab 9 - Public Entity Crimes	Required, Non-scored	Y	Y	Y
Tab 10 - Conflict of Interest Disclosure Form	Required, Non-scored	Y	Y	Y
Tab 11 - Certificate Regarding Debarment	Required, Non-scored	Y	Y	Y
TOTAL POINTS	100	50	100	30

Evaluator #3		Proposing Firm		
		Clark Hill Washington, DC	Jones Walker Washington, DC	Thompson Coburn LLP Washington, DC
Selection Criteria	Maximum Points			
Tab 1 - General Information	Required, Non-scored	Y	Y	Y
Tab 2 - Letter of Introduction	Required, Non-scored	Y	Y	Y
Tab 3 - Scope and Approach	25	25	25	15
Tab 4 - Experience of Firm and Team	30	30	30	30
Tab 5 - Past Performance and Workload	30	25	30	20
Tab 6 - Fees	15	14	15	13
Tab 7 - Insurance	Required, Non-scored	Y	Y	Y
Tab 8 - Non-Collusion Clause	Required, Non-scored	Y	Y	Y
Tab 9 - Public Entity Crimes	Required, Non-scored	Y	Y	Y
Tab 10 - Conflict of Interest Disclosure Form	Required, Non-scored	Y	Y	Y
Tab 11 - Certificate Regarding Debarment	Required, Non-scored	Y	Y	Y
TOTAL POINTS	100	94	100	78

Evaluator #4		Proposing Firm		
		Clark Hill Washington, DC	Jones Walker Washington, DC	Thompson Coburn LLP Washington, DC
Selection Criteria	Maximum Points			
Tab 1 - General Information	Required, Non-scored	Y	Y	Y
Tab 2 - Letter of Introduction	Required, Non-scored	Y	Y	Y
Tab 3 - Scope and Approach	25	21	23	15
Tab 4 - Experience of Firm and Team	30	24	28	22
Tab 5 - Past Performance and Workload	30	26	27	20
Tab 6 - Fees	15	11	15	13
Tab 7 - Insurance	Required, Non-scored	Y	Y	Y
Tab 8 - Non-Collusion Clause	Required, Non-scored	Y	Y	Y
Tab 9 - Public Entity Crimes	Required, Non-scored	Y	Y	Y
Tab 10 - Conflict of Interest Disclosure Form	Required, Non-scored	Y	Y	Y
Tab 11 - Certificate Regarding Debarment	Required, Non-scored	Y	Y	Y
TOTAL POINTS	100	82	93	70

Evaluator #5		Proposing Firm		
		Clark Hill Washington, DC	Jones Walker Washington, DC	Thompson Coburn LLP Washington, DC
Selection Criteria	Maximum Points			
Tab 1 - General Information	Required, Non-scored	Y	Y	Y
Tab 2 - Letter of Introduction	Required, Non-scored	Y	Y	Y
Tab 3 - Scope and Approach	25	23	25	23
Tab 4 - Experience of Firm and Team	30	30	30	28
Tab 5 - Past Performance and Workload	30	28	30	28
Tab 6 - Fees	15	13	14	13
Tab 7 - Insurance	Required, Non-scored	Y	Y	Y
Tab 8 - Non-Collusion Clause	Required, Non-scored	Y	Y	Y
Tab 9 - Public Entity Crimes	Required, Non-scored	Y	Y	Y
Tab 10 - Conflict of Interest Disclosure Form	Required, Non-scored	Y	Y	Y
Tab 11 - Certificate Regarding Debarment	Required, Non-scored	Y	Y	Y
TOTAL POINTS	100	94	99	92

**CANAVERAL PORT AUTHORITY  
SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS**

=====

**PROJECT: PUR-RFP-19-5**  
**Federal Legislative Lobbyist Services**

**Selection Committee Meeting Date & Time: April 16, 2019**  
**2:00 PM**

=====

COMPANY	RANKING
Jones Walker - Washington, DC	1
Clark Hill - Washington, DC	2
Thompson Coburn LLP - Washington, DC	3

THIS RANKING WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY AT ITS REGULARLY SCHEDULED MEETING ON MAY 22, 2019 FOR A DECISION REGARDING AWARD.

POSTED: DATE April 16, 2019 TIME 10:00 AM BY Karen Pappas, Director Procurement

\*\*\*\*\*

THIS IS NOTICE OF THE DECISION OF THE CANAVERAL PORT AUTHORITY TO AWARD THE CONTRACT FOR: \_\_\_\_\_  
TO: \_\_\_\_\_

POSTED: DATE \_\_\_\_\_ TIME \_\_\_\_\_ BY \_\_\_\_\_

## CANVERAL PORT AUTHORITY SOLICITATION SUMMARY

### **Solicitation Number & Name:**

PUR-RFP-19-5

Federal Legislative Lobbyist Services

### **Advertising:**

Florida Today, Brevard edition - March 6, 13 & 20, 2019

### **Posted to Website** (<http://www.portcanaveral.com/Business-With-Us/Current-Solicitations>):

March 7, 2019

### **PublicPurchase.com Details** (bid notification service - vendors self register):

Posted March 12, 2019

Vendors Notified - 9

Notified Vendors Who Accessed Notification - 7

### **e-Builder Registered Vendors:** (portal where solicitation documents are downloaded)

7

### **Bids/Proposals Received:**

Three



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.A
Department:	Real Estate
Requested Action:	Consideration of approving an assignment from Duncan MacKenzie (dba Harbor Square Marina) to Harbor Square, LLC and approving an Amended and Restated Lease Agreement for Harbor Square, LLC to replace the current lease with Duncan MacKenzie's 30-Year Lease dated April 1, 1986, as amended. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)
<p><b>Summary Explanation &amp; Background:</b></p> <p>Harbor Square Marina has been a Tenant since April 1, 1986. This agreement will extend the lease until October 31, 2033 in exchange for Tenant completing approximately \$1.3 million in upgrades/improvements and includes corresponding changes to rent.</p> <p>Tenant: Harbor Square, LLC (formerly Duncan MacKenzie, Individual)  Lease Address: 290 Marine Harbor Drive, Merritt Island, FL 32953  Term Extension: Extend until October 31, 2033  Right to Terminate: Yes, Landlord may terminate if Tenant fails to complete scheduled tenant improvements by 8/1/2020  Options: One (1) 5-year Option  Use: Marina offering boat slip rentals, dry storage, dockage, and such ancillary uses including repair of boats and boat equipment. Rental of non-motorized houseboats; boat, kayak and paddleboard rentals and tours related to a resort and tourist offering; and operate a retail store for marine parts and supplies.  Land Area: 5.22 acres (2 parcels: 4.03 acres and 1.19 acres)</p> <p>Base Rent Revenue: \$1,537,627.10  CAM/PIF Revenue: N/A (outside Port campus)  Total Lease Revenue: \$1,537,627.10</p> <p>Capital Improvements by CPA: None  Capital Improvements by Tenant: \$1,300,000 (see Exhibit C of the lease)</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes

Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[5.A Cover Page.pdf](#)

[RE\\_A\\_Aerial\\_05222019\\_Harbor Square.pdf](#)

[RE\\_A\\_Lease\\_5222019\\_Harbor Square LLC.pdf](#)

[RE\\_A\\_Asmt w Consent Asmt\\_5222019\\_Harbor Square.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	4.A
Department:	Real Estate
Requested Action:	Consideration of approving an assignment from Duncan MacKenzie (dba Harbor Square Marina) to Harbor Square, LLC and approving an Amended and Restated Lease Agreement for Harbor Square, LLC to replace the current lease with Duncan MacKenzie's 30-Year Lease dated April 1, 1986, as amended. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)
<p><b>Summary Explanation &amp; Background:</b></p> <p>Harbor Square Marina has been a Tenant since April 1, 1986. This agreement will extend the lease until October 31, 2033 in exchange for Tenant completing approximately \$1.3 million in upgrades/improvements and includes corresponding changes to rent.</p> <p>Tenant: Harbor Square, LLC (formerly Duncan MacKenzie, Individual)  Lease Address: 290 Marine Harbor Drive, Merritt Island, FL 32953  Term Extension: Extend until October 31, 2033  Right to Terminate: Yes, Landlord may terminate if Tenant fails to complete scheduled tenant improvements by 8/1/2020  Options: One (1) 5-year Option  Use: Marina offering boat slip rentals, dry storage, dockage, and such ancillary uses including repair of boats and boat equipment. Rental of non-motorized houseboats; boat, kayak and paddleboard rentals and tours related to a resort and tourist offering; and operate a retail store for marine parts and supplies.  Land Area: 5.22 acres (2 parcels: 4.03 acres and 1.19 acres)</p> <p>Base Rent Revenue: \$1,537,627.10  CAM/PIF Revenue: N/A (outside Port campus)  Total Lease Revenue: \$1,537,627.10</p> <p>Capital Improvements by CPA: None  Capital Improvements by Tenant: \$1,300,000 (see Exhibit C of the lease)</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes

Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

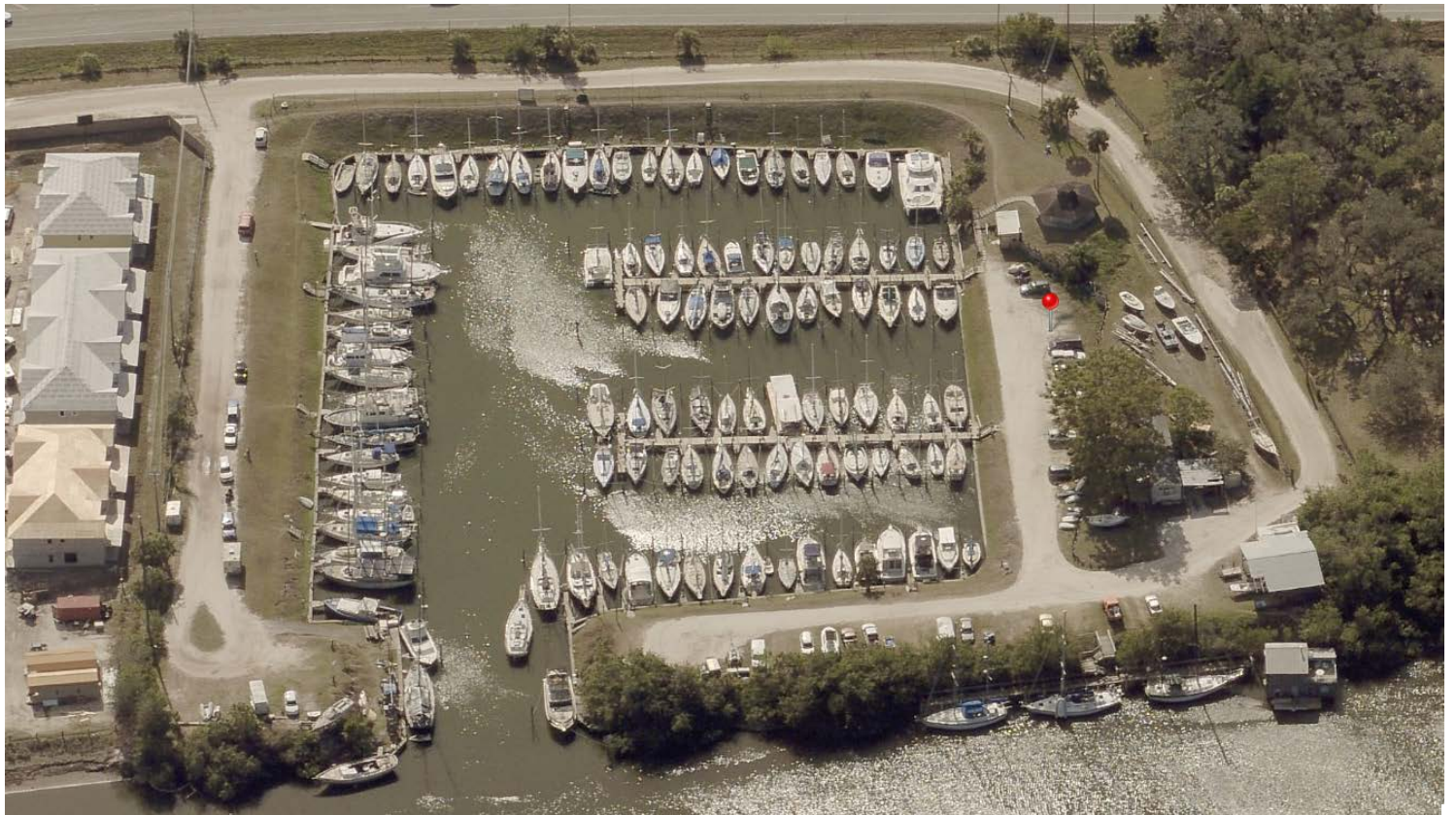
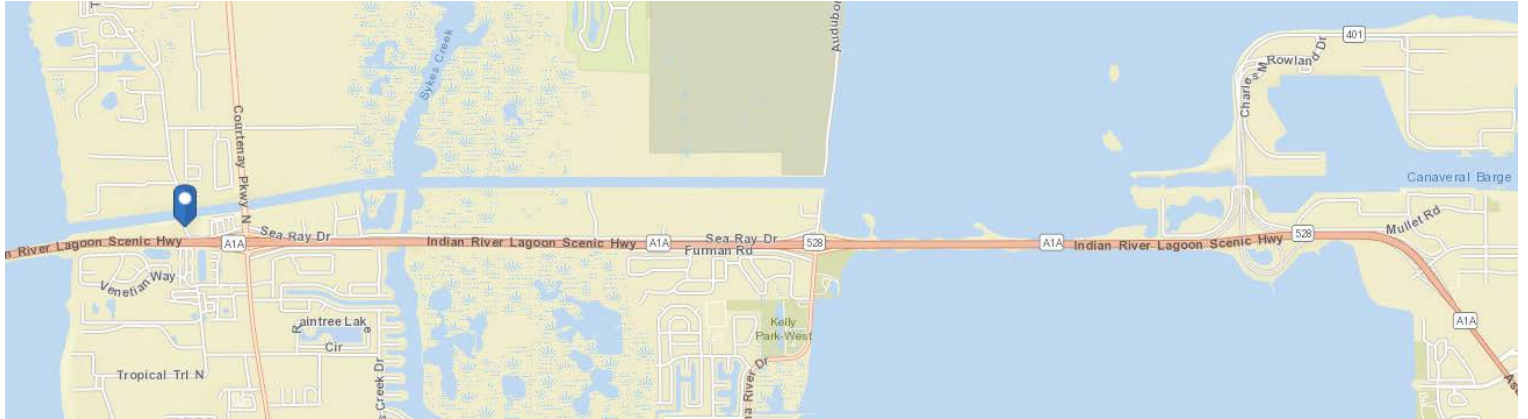
[RE\\_A\\_Aerial\\_05222019\\_Harbor Square.pdf](#)

[RE\\_A\\_Lease\\_5222019\\_Harbor Square LLC.pdf](#)

[RE\\_A\\_Asmt w Consent Asmt\\_5222019\\_Harbor Square.pdf](#)

## LOCATION MAP & AERIAL

### HARBOR SQUARE MARINA



## AMENDED AND RESTATED LEASE AGREEMENT

**THIS AMENDED AND RESTATED LEASE AGREEMENT** (the "Lease") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida ("Landlord"), an address of which is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 and **HARBOR SQUARE, LLC**, a Florida limited liability company ("Tenant"), an address of which is 290 Marine Harbor Drive, Merritt Island, FL 32953. Landlord and Tenant are at times hereinafter referred to respectively as a "Party" and collectively as the "Parties".

### WITNESSETH:

A. **WHEREAS**, Landlord and Tenant's predecessor in interest previously entered into that certain Lease Agreement dated March 20, 1986 and recorded on April 1, 1986 at Official Records Book 2685, Page 0226, which was subsequently assigned to Tenant by Assignment of Lease dated March 31, 1986 in Official Records Book 2685, Page 0692, as amended by that certain Modification of Thirty Year Lease dated May 15, 1986 and recorded on June 4, 1986 at Official Records Book 2702, Page 1037, all in the Public Records of Brevard County, Florida (collectively the "Lease").

B. **WHEREAS**, the Tenant desires and has agreed, as a condition of this Lease, to complete certain new improvements on the Premises (as hereinafter defined) within the scheduled timeframes specified in Exhibit C ("Tenant Improvements");

C. **WHEREAS**, the Tenant wishes to extend the Lease; and

D. **WHEREAS**, the Parties have determined it is in their best interests to alter, amend and restate the Original Lease, as provided herein.

**NOW THEREFORE**, in consideration of the foregoing premises, and the representations, warranties, mutual covenants and agreement hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree that the Original Lease is hereby amended and restated so that as amended and restated it shall read in its entirety as follows:

### 1. **PROPERTY; TERM.**

1.1 **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental, and upon all of the conditions set forth herein, the premises known as 290 Marine Harbor Drive, Merritt Island, FL 32953, two parcels consisting of approximately 4.03 acres and 1.19 acres, respectively (5.22 total acres), including waterfront and shoreline along the Barge Canal (collectively, the "Premises"), as more particularly described in Exhibit A attached hereto and incorporated herein.

1.2 **LEASE TERM.** The term of this Lease ("Term") is hereby extended to a date fifteen (15) years from the Effective Date hereof.

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1.3 EXTENSION OPTION PERIOD. Tenant shall have the right as hereinafter provided, to extend the initial Term of this Lease for one (1) five (5) year period (the "Extension Option") upon the following terms and conditions:

1.3.1. If Tenant desires to exercise the Extension Option, it must notify Landlord, in writing (the "Extension Notice") no sooner than thirteen (13) months and no later than eleven (11) months prior to the end of the initial Term of the Lease of its election to exercise the Extension Option. The failure by Tenant to exercise the Extension Option on or before such time, for whatever reason, shall result in the automatic termination of the Extension Option and the Lease shall terminate upon expiration without any further notice required by either Party upon expiration of the initial Term.

1.3.2. Tenant shall not be entitled to exercise the Extension Option if Tenant shall be in material default, either at the time of election or commencement of the extension, in the performance of any of the terms, covenants and conditions contained in the Lease (after receipt of any required notice and the passage of any applicable cure period).

1.3.3. Upon the proper exercise by Tenant of the Extension Option, and provided that the Extension Option has not been terminated pursuant to the above paragraph, the Term shall be extended as provided in this Section.

1.3.4. Except as otherwise provided herein, the extension of the Term pursuant to the Extension Option shall be upon the same terms, covenants and conditions as provided in this Lease, as if the Term of this Lease had been through the end of the extension period with the rent as noted in the rent scheduled attached hereto as Exhibit B (the "Rent Schedule").

1.4 Should Tenant fail to complete the scheduled Tenant Improvements on or before the respective completion dates, Landlord may, in its sole and absolute discretion, terminate the Lease with thirty (30) days' prior written notice to Tenant.

## 2. RENT AND OTHER CHARGES.

2.1 RENT. Beginning the first day of the month following the Effective Date, the base rental shall be as provided on the Rent Schedule on Exhibit B, plus any State of Florida sales tax that applies and any other tax, fee or assessment that may be levied by the State of Florida or any other taxing or assessment unit on the Premises ("Rent").

2.2 REMITTANCE OF RENT. Subject to the provisions of this Lease, Rent is payable in equal monthly installments, commencing on the first day of the month following the Effective Date, and due on the first day of each month of the Term. Rent shall be paid without demand, set off or deduction to Landlord at 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attn: Finance, or such other address as Landlord directs in writing.

2.3 LATE CHARGE. All Rent unpaid on the 30th calendar day following the day the rental payment is due is delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

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2.4 TAXES, FEES AND ASSESSMENTS. Tenant shall pay all taxes, fees, impact fees and assessments levied upon the Premises during the Term including ad valorem real or personal property taxes, intangible taxes and privilege taxes. Tenant shall pay said taxes and assessments directly to Brevard County Tax Collector before said taxes and assessments become delinquent. Tenant shall promptly provide Landlord a copy of the paid receipt from the Brevard County Tax Collector upon receipt of written request. Tenant's failure to pay said taxes and assessments before delinquent shall constitute a default under the Lease.

### 3. USE OF PREMISES.

#### 3.1 PERMITTED USE.

3.1.1 Tenant may use the Premises for the purpose of a marina offering boat slip rentals, dry storage, dockage, and such ancillary uses incidental thereto, including repair of boats and boat equipment, boat, kayak and paddleboard rentals and tours related to a resort and tourist offering, and a retail store for marine parts and supplies. All other uses are strictly prohibited without the prior written consent of Landlord.

3.1.2 Tenant may allocate no more than thirty (30) boat slips within the Premises for "Live-aboards", of which up to seventeen (17) may be used for house boats, provided same is in compliance with all applicable laws, ordinances, rules, regulations and permits. A Live-aboard shall be defined as a boat slip occupied by a boat equipped with restroom facilities that may be used as a place of habitation by one or more individuals for a period of thirty (30) days or more. All Live-aboard vessels shall be equipped with an approved vessel pump-out system for the purpose of pumping out domestic sewage holding tanks and Tenant must maintain records documenting the use of that system by all Live-aboard vessels for as long as they remain docked at that particular facility. Upon execution of this Lease and in May and November of each year during the Term, Tenant will provide Landlord with a list of boat slips assigned to each Live-aboard, including the owner's name, vessel name and vessel registration number. During the Term of the Lease, Tenant will provide Landlord with an updated list at any time upon Landlord's prior written request. The Tenant acknowledges and agrees to abide by all laws of applicable agencies governing Live-aboard rentals.

3.1.3 Tenant will provide all other boat slips to be used for boat storage or for transient use. "Transient slips" shall mean a slip leased for a boat docked with a person or persons living on the boat for short-term habitation only, defined as daily or weekly, but in all circumstances, for a limited or temporary duration of less than thirty (30) days. All transient slips must be equipped with an approved vessel pump-out system and Tenant will provide utilization of the pump-out services as a condition of transient slip rental.

3.1.4 Tenant will maintain at all times for the general public (i.e., not limited to members of a particular group or association), a minimum of fifty (50) slips for boat storage, Live-aboards or transient use.

3.1.5 Tenant shall not permit to be carried on, upon, in or about said Premises a public or private nuisance, or any activity which may tend to cause an increased hazard of risk of any kind upon said Premises. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose.

### 3.2 UTILITIES; JANITORIAL SERVICES.

3.2.1 Utilities at the Premises. Tenant shall be solely responsible for and shall promptly pay directly to service providers all charges for water, sewer, gas, heat, light, electricity, security, power, telephone and any other utility or service used in or servicing the Premises and all other costs and expenses involved in the care, maintenance, and use thereof.

3.2.2 Trash Services. Tenant shall be solely responsible for and shall promptly remove trash and debris from the Premises, at its sole cost and expense.

3.3 COMPLIANCE WITH LAWS. Tenant shall comply with all applicable laws, ordinances, rules and regulations of applicable authorities ("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 Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors will comply with all Applicable Laws. Tenant will procure, at its own expense, all permits and licenses required for the transaction of its business at the Premises. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

3.4 HAZARDOUS MATERIAL. Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance and business use of the Premises, provided that same are used, stored and disposed of in strict compliance with Applicable Laws. Tenant shall promptly clean up any pollution or contamination of the Premises that occurs during the Term of this Lease. Tenant agrees to ensure that the Premises are free from pollutants or contaminants prior to the assignment, relocation or termination of this Lease. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws or as directed by Landlord.

If Tenant's activities at the Premises or Tenant's use of the Premises (a) result in a release of Hazardous Materials that is 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 Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken.

To the extent permitted by law, Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of

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any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant at the Premises during the Term of this Lease and arise from events or conditions which came into existence after occupancy of the Premises: (i) any release, threatened release, or disposal of any Hazardous Materials at the Premises, or (ii) the violation of any Applicable Laws at the Premises pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety. The indemnification obligations of Tenant shall survive the expiration or earlier termination of this Lease.

3.5 SIGNS. Tenant shall not place any new signs on the Premises except with the prior written consent of Landlord and having obtained applicable permits, including consent as to location and design, which may be withheld in Landlord's reasonable discretion. Any and all such signs shall be installed and shall be maintained by Tenant, at its sole cost and expense, and shall be in compliance with Landlord's sign criteria, the Rules and Regulations and all Applicable Laws. Tenant shall be responsible to Landlord for the installation, use, or maintenance of said signs and any damage caused thereby. Tenant agrees to remove all of its signs prior to termination of the Lease and upon such removal to repair all damage incident to such removal. Landlord reserves the right to require Tenant to remove any signage that has not been previously approved by the Landlord and governing authorities.

### 3.6 ACCESS.

3.6.1 LANDLORD'S ACCESS. Landlord shall be entitled to enter onto the Premises, and all structures including docks, to examine them and to request that Tenant make such repairs, alterations, or improvements thereto as Landlord deems necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner to minimize interference with Tenant's use and enjoyment of the Premises. Landlord will have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises. Landlord and its agents have the right to enter the Premises upon at least twenty-four (24) hours' notice to show the Premises to prospective users, lenders, or anyone having a prospective interest in the Premises during the term, or any renewal thereof, to show them to prospective Tenants. Landlord may place customary "For Lease" signs on the Premises as Landlord deems necessary.

3.6.2 TENANT'S ACCESS. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure or similar event which causes Landlord to limit access to Tenants.

3.7 QUIET POSSESSION. If Tenant pays all Rent and other monies due, and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord, except as to any portion of the Premises subject to the easement rights granted by the Landlord to the United States of America and its agencies for construction and maintenance of Port Canaveral. Landlord shall be entitled, at any time, to enter upon Premises to make repairs to the bulkhead.

### 3.8 SHORELINE/BARGE CANAL FRONTAGE:

3.8.1 Landlord reserves the right, at its sole discretion, to access and use the one-hundred foot (100') landward U.S. Army Corps of Engineers ("ACOE") Barge Canal easement ("encroachment area") as shown on the attached **Exhibit D** which runs along the shoreline of the Barge Canal for construction maintenance, and emergency access, including making repairs to the water frontage and shoreline. The Landlord agrees to allow the Tenant to construct structures and improvements on this encroachment area under the following terms and conditions:

(a) Tenant understands and agrees that any improvements placed in this encroachment area by Tenant shall be at Tenant's risk and are subject to ACOE approval. At Landlord's request, Tenant agrees to remove any such improvements made by Tenant from the encroachment area at Tenant's sole cost and expense. If Tenant fails to remove said improvements in the encroachment area within fifteen (15) days of request for removal, Landlord may remove Tenant's improvements at Tenant's cost.

(b) The Tenant assumes responsibility for any construction within the encroachment area and holds the Landlord harmless from any damages due to settlement of soils from previous or future shoreline construction.

3.8.2 Construction or other activities performed by or on behalf of the Tenant, or its subtenant, shall be done in such a manner as to not damage the shoreline/barge canal frontage.

3.9 PARKING. Tenant agrees that all vehicles and trailers must be parked on the Premises and as part of Tenant Improvements, Tenant shall provide a minimum of 120 improved parking spaces. Any parking on the property adjacent to the Premises is subject to being towed at Tenant's expense.

3.10 RULES AND REGULATIONS. The Tenant agrees to comply with all applicable rules and regulations of the Landlord and other authorized governmental agencies affecting the Premises, including but not limited to those relating to water pollution, ground pollution, air pollution, sewage disposal, garbage collection and surface water drainage.

## 4. IMPROVEMENTS TO PREMISES.

4.1 IMPROVEMENTS GENERAL. Tenant is leasing the Premises "as-is". All existing improvements and any new or additional Tenant Improvements as shown on **Exhibit C** and other improvements during the Term of the Lease will be the responsibility of Tenant. Tenant may, with Landlord's prior written approval, improve the Premises at Tenant's own cost, effort and expense. In the construction, repair, alteration or removal of improvements to the Premises by the Tenant, the Tenant shall comply with all requirements as to workmen's compensation, public liability insurance, permits and the like as required by the Landlord, the State of Florida and applicable governmental authorities. Prior to any construction or any alterations or improvements, the Tenant shall submit to the Landlord for Landlord's review and approval, plans and specifications including such matters as type and method of construction, location of improvements and fire clearance. Landlord will have twenty (20) business days to review and respond with Landlord's approval or comments. This 20-day period does not include the review that Tenant will also need to submit to Port engineering and/or the Port building

official or other governmental entities. Tenant agrees that none of its new or additional improvements shall interfere with the overall surface and subsurface drainage required by the Landlord.

Tenant shall be responsible for obtaining any permit required by the Florida Department of Environmental Protection, ACOE, or other County, State or Federal agency in connection with Tenant's use of the Premises, including dredging or deepening the waterway within the Premises and will provide Landlord with copies of all required regulatory applications, submittals and correspondence prior to work commencement. Tenant will be responsible for removing, transporting and properly disposing of any spoil material from the Premises, and under no circumstances may spoil be deposited on Landlord's property, unless temporarily required by the ACOE to dry the spoil material on the Premises before removal from the Premises and disposal off site. However, any spoil material drying on the Premises must be properly contained to prevent run-off and leeching back into the waters. Landlord will sign-off on necessary permits for Tenant.

Tenant shall maintain the access canal from the Premises northward to the southern edge of the existing Barge Canal and agrees to maintain said canal at its expense according to the direction of the Landlord and agrees to pay any and all costs of remedying the shoaling, if any, caused in and upon said Barge Canal by the construction and/or use of said access canal during the Term.

4.2 MANDATORY IMPROVEMENTS. Tenant acknowledges that it intends to complete the Tenant Improvements more particularly described in Exhibit C and as generally depicted in Exhibit E. Tenant further acknowledges and agrees to complete the Tenant Improvements listed as mandatory on or before the completion date provided in Exhibit C, including, but not limited to, new seawalls, new dock facilities with vessel pump out system connected to the sanitary sewer system, and landscaping enhancements. Houseboats shall not be permitted on the Premises, unless and until the Tenant has installed the vessel pump out system and connected the facility to the sanitary sewer system.

## 5. INSURANCE AND INDEMNITY.

5.1 TENANT'S INSURANCE. Tenant agrees to maintain insurance fully indemnifying the Landlord from any damage to life or property which may occur on the Premises and from any liability established against the Landlord as a result of any act or omission by the Tenant or its independent contractors, servants, agents, invitees or licensees in the construction, maintenance or use of the Premises. Tenant shall at all times maintain coverage with minimum policy limits as follows:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$2,000,000 General Aggregate \$1,000,000 Each Occurrence \$50,000 Fire Legal Liability \$5,000 Premises Medical Payments

Coverage to include:	Blanket Contractual Liability Include CPA as an Additional Insured
Pollution Liability	\$1,000,000
Umbrella Coverage	\$1,000,000
Business Auto Liability	\$1,000,000 (required if company-owned or hired vehicles are used on the Premises)
Workers' Compensation	State Statutory

5.2 Landlord shall be named as an additional insured on the Commercial General Liability Policy required by this paragraph. Landlord shall receive any cancellation notice of said policies.

5.3 Tenant shall maintain the Premises in a safe condition. The Tenant will indemnify Landlord from any loss, damage, personal injury or other claim resulting from the Tenant's use of the Premises. Tenant agrees to defend Landlord in all legal actions arising against the Landlord or the Tenant as a result of the Tenant's use of the Premises or those using the said Premises with Tenant's permission.

5.4 HAZARDOUS ACTIVITY: Tenant agrees not to permit to be carried on, upon, in or about said Premises a public or private activity which may tend to cause, by increasing the hazard of risk, the increase of insurance premium rates of any kind upon said Premises.

5.5 RELEASE AND WAIVER OF SUBROGATION RIGHTS. The Parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage to all property, whether real, personal or mixed, located in the Premises, by reason of any cause against which the releasing Party is actually insured or, regardless of the releasing Party's actual insurance coverage, against which the releasing Party is required to be insured pursuant to the provisions of Sections 5.1 or 5.2. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the Parties hereto, their respective agents and employees except that it shall not apply to willful misconduct. Each Party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 5.5 supersedes any provision to the contrary which may be contained in this Lease.

5.6 INDEMNIFICATION OF THE PARTIES. In addition to the other indemnification provisions herein, including the Environmental Indemnification, and except insofar as resulting from Landlord's acts or omissions: (i) Tenant shall indemnify Landlord from any loss, damage, personal injury or other claim resulting from the use, construction or maintenance of the Premises by Tenant or its independent contractors, servants, agents, invitees or licensees, and (ii) Tenant agrees to defend Landlord in all legal actions arising against Landlord or the Tenant as a result of the Tenant's use of the Premises or those using the said Premises with Tenant's permission. To the extent provided in Section 768.28, Florida Statutes and except for damage or injury caused by the willful or negligent act or omission of Tenant, its agents or employees, Landlord shall indemnify Tenant for and defend Tenant from any loss, damage, personal injury, claim or legal action resulting from Landlord's or its independent

contractors, servants, agents, invitees or licensee's acts or omissions. Nothing herein shall be construed to limit or diminish Landlord's sovereign immunity.

## 6. DAMAGE, DESTRUCTION AND CONDEMNATION.

6.1 DESTRUCTION OR DAMAGE TO PREMISES. If the Premises is at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Tenant shall have sixty (60) days from such damage or destruction to determine and inform Landlord whether Tenant will restore the Premises to substantially the condition that existed immediately prior to the occurrence of the casualty. If Tenant elects to rebuild, Tenant shall complete such repairs within one hundred and eighty (180) days from the end of the sixty (60) day period. If such repairs have not been completed within that 180-day period, and Landlord desires to terminate the Lease as a result thereof, then Landlord must notify Tenant prior to Tenant's completion of the repairs of Landlord's intention to terminate this Lease. Tenant shall then have thirty (30) days after Tenant's receipt of notice of Landlord's election to terminate to complete such repairs as evidenced by a certificate of completion. If Tenant completes such repairs or provides a reasonable schedule for such completion prior to the expiration of such thirty (30) day cure period, Landlord shall have no such right to terminate this Lease. Tenant shall promptly and diligently at its sole cost and expense, repair and restore any improvements to the Premises to the condition which existed immediately prior to the occurrence of the casualty. If Tenant elects not to rebuild, it shall notify Landlord within ninety (90) days of damage or destruction. If, in Landlord's reasonable estimation, the Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either Landlord or Tenant may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given.

## 6.2 CONDEMNATION.

6.2.1 TOTAL OR PARTIAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, the Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable, in Landlord's reasonable judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the Rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any Rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable as of the Taking Date, is taken, Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

6.2.2 AWARD. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord and no claim of Tenant shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee. Likewise, all compensation awarded or paid upon a taking claimed by Tenant in such condemnation



proceeding shall belong to and be the property of Tenant and no claim of Landlord shall diminish or otherwise adversely affect Tenant's award or that of any lender.

## 7. MAINTENANCE AND REPAIRS.

7.1 LANDLORD'S OBLIGATIONS. Landlord shall not be obligated to make any repairs under this Section 7 and shall not be responsible for loss or damage caused to the property of the Tenant or Tenant's invitee's, employees, licensees, customers, independent contractors, servants, agents, or boat slip renters.

### 7.2 TENANT'S OBLIGATIONS FOR PREMISES.

7.2.1 Landlord and Tenant intend that at all times during the Term, Tenant shall maintain the Premises in an attractive, fully operative and well-maintained manner, typical in appearance and condition to other similar marina properties leased by the Canaveral Port Authority. The Tenant will, at its own expense and risk, make all repairs and replacements necessary to keep the Premises and all improvements in a reasonably safe condition and to keep them free from deterioration in value or condition.

7.2.2 Tenant shall maintain the Premises in a clean and sanitary condition. Tenant agrees not to discharge or allow to be discharged from said Premises into the waters within the Premises, any sewage, garbage, bilge, fish, fish scraps or oil, gasoline or other material which will pollute the waters and further, Tenant agrees that every Vessel on the Premises must, at all times, have an authorized person or persons in charge with authority to take such action in an emergency as may become necessary for the protection of Landlord's property.

7.2.3 Tenant shall be responsible for all damage to the Barge Canal bank and adjacent land areas caused by the Tenant's use and operation of the Premises and said access to canal.

7.2.4 If Tenant fails to maintain and repair the Premises as required by Section 7.2, Landlord may, with 10 days' prior written notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance, correction or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance, correction or repair plus an administration fee equal to 20% of such costs or expenses.

### 7.3 TENANT OBLIGATIONS FOR VESSELS WITHIN OR ABOUT THE PREMISES.

7.3.1 Tenant will at all times be responsible for all damage caused by vessels within and adjoining the Premises. The Tenant must immediately raise and remove any vessels which are submerged or partially submerged.

7.3.2 Vessels are to be stored within the boundaries of the Premises under the Tenant's control. The shoreline abutting the Premises along the Barge Canal (the "Barge Canal Abutment") may be used for staging of seaworthy, single-spaced vessels limited to 15' in width or other appropriate uses. Staging shall be defined as the planning, organizing, provisioning or

otherwise preparing boats for nautical use. While the Barge Canal Abutment may be used for transient use for vessels that are too large to navigate the basin, no Live-aboard uses of any nature will be allowed. In the event of a declared emergency or other dangerous weather event, Tenant will immediately remove all vessels located in the Barge Canal Abutment.

## **8. END OF LEASE/TERMINATION.**

### **8.1 CONDITION UPON TERMINATION.**

8.1.1 Upon the termination of the Lease, Tenant shall surrender the Premises including all structures and docks to Landlord in good order, condition and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. All vessels will be removed from the Premises at the end of the Lease.

8.1.2 Tenant shall clean up any diesel oil or other petroleum discharge or other contaminants on the Premises and in the waters of the Barge Canal Abutment resulting from the activities of Tenant and its invitees. Prior to termination, Tenant, at Tenant's expense, shall provide a Phase I and Phase II environmental report and perform all recommended cleanup.

8.1.3 Tenant shall not remove any of the following without Landlord's prior written consent: structures, docks, materials or equipment; power wiring or power panels; lighting or lighting fixtures; floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security gates; plumbing fixtures; water fountains; or other similar building operating equipment and decorations. However, Landlord in its sole discretion reserves the right to require Tenant, at its cost, to remove its existing structures and improvements on the Premises upon termination of this Lease. Tenant shall repair, at Tenant's expense, any damage to the Premises and structures and docks caused by the removal of any personal property belonging to the Tenant or Tenant's customers including, but not limited to, furniture, machinery and equipment.

## **9. DEFAULT AND REMEDIES.**

9.1 **DEFAULT BY TENANT.** The following will be events of default by Tenant under this Lease:

(a) Failure to pay when due any installment of Rent required pursuant to this Lease. Tenant shall have a period of ten (10) days after receipt of non-payment notice in writing to cure such non-payment before a default shall be deemed to have occurred;

(b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; the foregoing shall also apply to each Party guaranteeing the obligations of Tenant under this Lease (each, a "Guarantor");

(c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;

(d) The filing or imposition of a lien against the Premises as a result of any act or omission of Tenant and the failure of Tenant to satisfy or bond the lien in its entirety within thirty (30) days of notice by Landlord of its filing;

(e) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;

(f) Failure to cure the breach of any provision of this Lease, including but not limited to Section 1.4 herein, other than the obligation to pay Rent, within thirty (30) days after receipt by Tenant of written notice thereof; provided, however, that if such breach cannot be cured within such 30-day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of ninety (90) days from the date of Landlord's notice.

9.2 REMEDIES. Upon the occurrence of any event of default set forth in Section 9.1 beyond the expiration of any applicable notice and cure periods provided for herein, Landlord shall be entitled to any one of the following remedies:

(a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all Rent and other charges that are due but unpaid as of the date of dispossession plus all other damages incurred by Landlord resulting from Tenant's breach of the Lease;

(b) Landlord may elect to repossess the Premises and to re-let the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of Rent and other charges received from such reletting and the amount due and payable under the terms of this Lease; and

(c) Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

The above remedies shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver.

9.3 ATTORNEY'S FEES. Should either Party commence an action against the other to enforce any obligation hereunder or for a determination of its rights or duties hereunder or in connection with or in any way relating to the Premises, the prevailing Party in such dispute shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in such action from the non-prevailing Party.

9.4 WAIVER. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.5 **DEFAULT BY LANDLORD.** In the event of any default by Landlord, Tenant's exclusive remedies shall be an action for damages and/or specific performance, but prior to any such action Tenant will give Landlord notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof.

## 10. **MISCELLANEOUS PROVISIONS.**

10.1 **EASEMENTS AND UTILITY USES:** The Landlord reserves all existing easements and utility uses on the Premises whether or not such easement and uses are recorded.

10.2 **SECURITY DEPOSIT.** Tenant shall deposit with Landlord a security in the amount of \$10,000 (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Tenant of each and every provision of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur: (i) the payment in full of all Rent due pursuant to the Lease; and/or (ii) the repair of any and all damage to the Premises.

10.3 **INTERPRETATION.** The captions of the Articles or Sections of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. This Lease will not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

10.4 **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This Lease is the only agreement between the Parties pertaining to the lease of the Premises and no other agreements either oral or otherwise shall be effective unless embodied herein. All amendments to this Lease shall be in writing and signed by Landlord and Tenant. Any other purported amendment shall be void.

10.5 **NOTICES.** All notices or requests given to or by Landlord or Tenant hereunder shall be in writing, and sent by (a) registered or certified mail, postage prepaid, whereupon the notice or request shall be deemed to have been given or made upon receipt or refusal of receipt by Landlord or Tenant, as the case may be; or (b) delivery (i.e., courier or other hand delivery, or

nationally recognized overnight delivery), whereupon the notice or request shall be deemed to have been given or made on the day of delivery or refusal of delivery by Landlord or Tenant, as the case may be. If, in accordance with the foregoing, the day of giving a notice or making a request is Saturday, Sunday, or a legal holiday in the State of Florida, the notice or request involved shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or such a legal holiday.

All notices and requests hereunder given to Landlord shall be addressed as follows:

Canaveral Port Authority  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920  
Attn.: Director of Real Estate

**With copy to:**

Vice President & General Counsel – same address

or to such other addressees (maximum of three) as Landlord may direct from time to time by written notice to Tenant, given as provided above.

All notices and requests hereunder given to Tenant shall be addressed as follows:

Harbor Square, LLC  
Attn: Duncan MacKenzie  
290 Marine Harbor Drive  
Merritt Island, FL 32953

Laurence J. Pino, Esquire  
PinoNicholson, PLLC  
189 S. Orange Avenue, Suite 1650  
Orlando, FL 32801

or to such other addressees (maximum of three) as Tenant may direct from time to time by written notice to Landlord, given as provided above.

10.6 RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.7 WAIVERS. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant,

negotiate such check without being bound to the conditions of such statement. No waiver of any default or breach of any covenant by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent stated. Waiver of any covenant, term or condition contained herein by either Party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

10.8 HABITATION. Except as otherwise provided for Live-aboards, the Premises shall not be used as a place of dry land habitation. The Tenant shall not construct or place on the Premises any residence, mobile home, trailer or other improvement or shelter that will be used for living accommodations.

10.9 FORCE MAJEURE. The performance by either Party to this Lease of its obligations (except the payment of Rent or other sums of money) shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government action, regulation or restriction (including extraordinary delay in the issuance of any permit, permit approval or building permit inspection) and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

10.10 EXECUTION OF LEASE. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 10.10. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the Parties in accordance with, but on and subject to, the terms and conditions of this Lease.

#### 10.11 AUTHORITY.

10.11.1 TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant, intending that Landlord rely thereon, represents and warrants to Landlord that:

(i) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

(ii) This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

(iii) Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.11.2 LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

(i) Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

(ii) This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

(iii) Landlord has full power and authority to enter into this Lease, and to perform Landlord's obligations under this Lease in accordance with the terms of this Lease; and

(iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

10.12 HOLDING OVER. If Tenant remains in possession of the Premises after expiration of the Term without Landlord's written consent and without any express agreement between the Parties on an extension of the Term, Tenant shall be a tenant at sufferance as provided in § 83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that Rent during

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the holdover period shall be one hundred fifty percent (150%) of the final payment of Rent in effect during the final month of the Term for the first thirty (30) days and two hundred percent (200%) of the Rent in effect during the final month of the Term thereafter ("Holdover Rent"). In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant's possession of the Premises after the expiration of the Term.

**10.13 APPROVAL OF PLANS AND SPECIFICATIONS.** All improvements and alterations must be approved by the Landlord in writing prior to commencement of work. Tenant will obtain all permits as required. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that Landlord does not assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

**10.14 RELATIONSHIP.** Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

**10.15 BROKERS.** Tenant covenants, represents and warrants that no real estate broker, agent or salesperson has represented Tenant in connection with the negotiation and consummation of this Lease. Tenant agrees to indemnify Landlord against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented Tenant in connection with the lease of the Premises. Landlord agrees to indemnify Tenant against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented Landlord in connection with the lease of the Premises.

**10.16 ATTORNEY'S FEES.** Should either Party commence an action against the other to enforce any obligation hereunder or for a determination of its rights or duties hereunder or in connection herewith or in any way relating to the Premises, the prevailing Party shall be entitled to recover a reasonable attorney's fee and all costs and expenses incurred in such action.

**10.17 WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

**10.18 ASSIGNMENT/SUBLEASE/SALE.**

**10.18.1 TENANT ASSIGNMENT/SUBLEASE TO A CONTROLLED ENTITY.** Landlord and Tenant agree that Landlord's approval is not required for Tenant to transfer, assign or sublet this Lease to a "Controlled Entity" which is at least fifty-one percent (51%) owned or controlled by the Tenant. Tenant will provide written notice to the Landlord

within ten (10) days of assignment or sublet, along with a fully executed copy of the Sublease/Assignment/Transfer and will pay Landlord the then-current processing/transaction fee. Any assignment or sublet of this Lease shall require that the assignee or subtenant assume all obligations of Tenant. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant will not be released from any obligation or liability under this Lease following any such assignment or sublease through the end of the term in which the assignment occurred, including any option period. Landlord hereby reserves the right to adjust the Rent to the then-current Port rates, or if the Rent due and payable by any assignee or subtenant under any permitted assignment, sublease or transfer exceeds the Rent payable under this Lease for such space, Lessee will pay to Lessor fifty percent (50%) of such excess Rent within ten (10) days following receipt thereof by Lessee.

10.18.2 TENANT ASSIGNMENT/SUBLEASE TO A NON-CONTROLLED ENTITY. Tenant will not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, to a non-Controlled Entity without the prior written consent of the Landlord, which shall not be unreasonably withheld. **ASSIGNMENT OR SUBLETTING TO A NON-CONTROLLED ENTITY WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT SHALL BE VOID AND, AT THE OPTION OF THE LANDLORD, LANDLORD MAY TERMINATE THIS LEASE.** The prospective assignee/subtenant is required to register with the Landlord by submitting an Occupancy Registration form for Landlord's review. The Tenant will provide Landlord with a copy of a fully executed letter of intent to transfer, assign or sublet its interest, along with any additional relevant information that Landlord requests. Any assignment or sublet of this Lease shall require that the assignee/subtenant assumes all obligations of the Tenant. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant will not be released from any obligation or liability under this Lease following any such assignment or sublease through the end of the term in which the assignment occurred, including any option period. Upon Landlord's approval, Tenant will provide Landlord with a fully executed copy of the sublease/assignment and payment of the then-current processing/transaction fee. As part of the consideration of approval, Landlord hereby reserves the right to adjust the Rent to the then-current Port rates, or if the Rent due and payable by any assignee or subtenant under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, Lessee will pay to Lessor fifty percent (50%) of such excess Rent within ten (10) days following receipt thereof by Lessee.

10.18.3 LANDLORD ASSIGNMENT. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer. Landlord will notify Tenant of any assignment within ten (10) days of said assignment.

10.18.4 TENANT SALE. Tenant shall provide Landlord with prior written request of the Tenant's anticipated sale of its business and shall provide Landlord with any requested documentation related to the prospective sale to Tenant's buyer ("Buyer"). Transfer of the Lease to the Buyer is subject to approval by the Landlord, which consent shall not be unreasonably withheld based upon Landlord's evaluation of Buyer's financial strength and suitability. Landlord retains the right to review and approve the terms and conditions with the Buyer. Tenant will remain liable in all respects to the terms and conditions of the Lease pending Landlord's approval of the transfer by sale. Tenant will pay the Landlord the then-current

processing/transaction fee prior to the sale/transfer. As part of the consideration of approval, Landlord hereby reserves the right to adjust the Rent to the then-current Port rates. **TRANSFER OR SALE WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT WILL NOT RELEASE THE TENANT FROM THEIR OBLIGATION UNDER THIS LEASE AND LANDLORD MAY, IN ITS SOLE OPTION, TERMINATE THIS LEASE.**

10.19 PRESS RELEASES. Neither Landlord nor Tenant shall issue any press releases relating to this Lease without the prior written consent of the other.

10.20 ABANDONED PREMISES. In the event Tenant will be away from the Premises for more than thirty (30) consecutive days, Tenant agrees to notify Landlord in writing of the absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

Abandonment is defined as absence of the Tenant from the Premises, for at least thirty (30) consecutive days without notice to Landlord. If the Rent is outstanding and unpaid for fourteen (14) calendar days or there is no reasonable evidence other than the presence of the Tenant's personal property, that the Tenant is occupying the Premises, Landlord may at Landlord's option, terminate this agreement and regain possession in the manner prescribed by law. Absence caused by force majeure shall not be deemed abandonment for purposes hereof.

Should Tenant abandon or vacate before the expiration of the Term, Tenant shall be liable for the balance of the Rent for the remainder of the Term, less any Rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-let the Premises.

By signing this Lease, Tenant agrees that, on surrender or abandonment as defined by Florida statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property or of Tenant, its employees, agents, invitees, servants, licensees, contractors, boat slip renters and customers.

10.21 NO RECORDING. Landlord may record this Lease in the official records of Brevard County, Florida, or any other county. If recorded, Landlord will furnish the recording information to the Tenant. It is agreed that the rights of the Tenant of record shall be terminated upon the Landlord's recording in the public records a notice of cancellation of this Lease, however, the contractual rights and responsibilities between the Landlord and the Tenant shall remain in full force without any lien or claim as to the real property.

10.22 CHOICE OF LAW/VENUE. This Lease shall be governed by the laws of the State of Florida. With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Lease or the services performed under this Lease, the Parties consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida. The Parties waive any objection to the jurisdiction or venue of any such claim or cause of action and waive any objection based upon forum non conveniens or any other law providing for change or transfer of venue.

10.23 MECHANICS LIENS: Tenant covenants and agrees to protect Landlord's reversionary interest in the Premises from any mechanic liens incurred in connection with erected improvements or other operations by the Tenant or those acting under it upon the Premises.

L012-19  
290 Marine Harbor Drive  
Merritt Island, FL 32953

Landlord shall not be liable for any labor, material or services furnished to Tenant or anyone acting under Tenant upon credit. No mechanic or other liens for such labor, materials or services shall attach to or affect any interest of the Landlord in or to said Premises.

10.24 TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

10.25 EXHIBITS. All exhibits attached hereto and referenced herein shall be deemed to be a part hereof and are hereby incorporated.

10.26 COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

**LANDLORD**

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

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

ATTEST: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of the CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who are known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

*[Signature Page Follows]*

DEM

L012-19  
290 Marine Harbor Drive  
Merritt Island, FL 32953

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Kim Rozanka  
Name: Kim Rozanka  
Patricia L. Clark  
Name: Patricia L. Clark

TENANT  
**HARBOR SQUARE, LLC**, a Florida  
limited liability company

By: [Signature]  
Duncan MacKenzie  
As Its: Authorized Lease  
Date: 5-10-19

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May,  
2019, by DUNCAN MACKENZIE, as authorized agent, of HARBOR SQUARE, LLC, a  
Florida limited liability company, who is known to me personally or produced  
Florida drivers license as identification.

Patricia L. Clark  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: Patricia L. Clark  
My commission expires: \_\_\_\_\_



L012-19  
290 Marine Harbor Drive  
Merritt Island, FL 32953

**EXHIBIT A**  
Survey and Legal Description



**LEGAL DESCRIPTION:**  
PARCEL NO. 1 PER LSSC (STATE

BARGE CANAL  
CANAVARAL PORT AUTHORITY  
101 PARK ST. #24-16-10-00-586

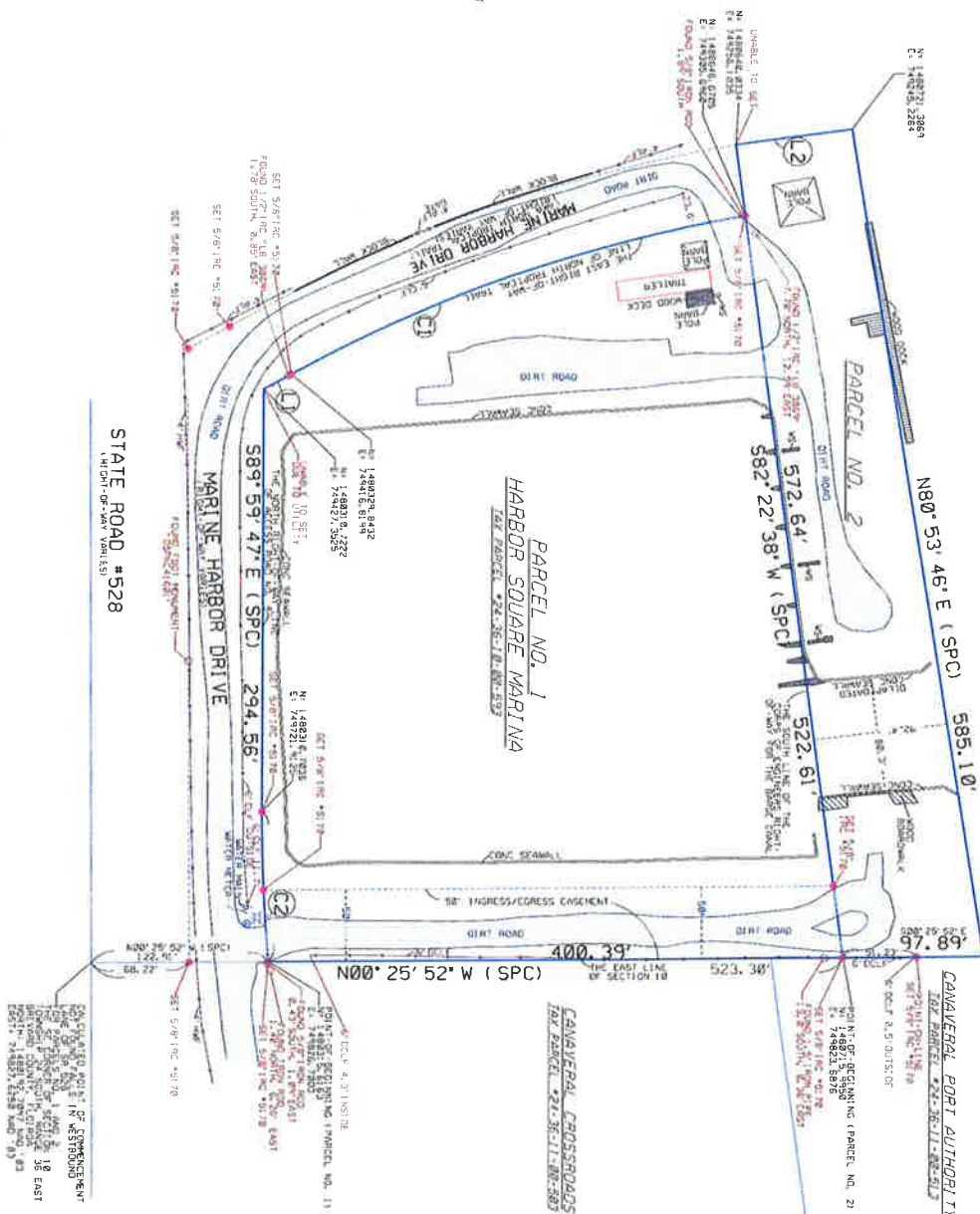
LINE TABLE	
U1:	528.58, 52.61, 5 PC/D
V1:	1.83
L2:	N07, 37, 22, N1, 5 PC/D
	82, 68

[illegible]

I, TIM R. CARLISLE, FLORIDA REGISTERED SURVEYOR NUMBER 5170, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED

DATE

ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	CEMENT CONCRETE	CU YD	1.00	1.00	1.00
2	CEMENT	CU YD	1.00	1.00	1.00
3	CEMENT	CU YD	1.00	1.00	1.00
4	CEMENT	CU YD	1.00	1.00	1.00
5	CEMENT	CU YD	1.00	1.00	1.00
6	CEMENT	CU YD	1.00	1.00	1.00
7	CEMENT	CU YD	1.00	1.00	1.00
8	CEMENT	CU YD	1.00	1.00	1.00
9	CEMENT	CU YD	1.00	1.00	1.00
10	CEMENT	CU YD	1.00	1.00	1.00
11	CEMENT	CU YD	1.00	1.00	1.00
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18	CEMENT	CU YD	1.00	1.00	1.00
19	CEMENT	CU YD	1.00	1.00	1.00
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53	CEMENT	CU YD	1.00	1.00	1.00
54	CEMENT	CU YD	1.00	1.00	1.00
55	CEMENT	CU YD	1.00	1.00	1.00
56	CEMENT	CU YD	1.00	1.00	1.00
57	CEMENT	CU YD	1.00	1.00	1.00
58	CEMENT	CU YD	1.00	1.00	1.00
59	CEMENT	CU YD	1.00	1.00	1.00
60	CEMENT	CU YD	1.00	1.00	1.00
61	CEMENT	CU YD	1.00	1.00	1.00
62	CEMENT	CU YD	1.00	1.00	1.00
63	CEMENT	CU YD	1.00	1.00	1.00
64	CEMENT	CU YD	1.00	1.00	1.00
65	CEMENT	CU YD	1.00	1.00	1.00
6					

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2019



L012-19  
290 Marine Harbor Drive  
Merritt Island, FL 32953

**EXHIBIT B**  
Rent Schedule

**Exhibit B**  
**Rent Schedule**

<u>Months</u>		<u>Monthly</u>		<u>Annual</u>
1-12	\$	<b>2,500.00</b>	\$	30,000.00
13-24	\$	<b>3,333.33</b>	\$	40,000.00
25-36	\$	<b>4,166.67</b>	\$	50,000.00
37-48	\$	<b>6,250.00</b>	\$	75,000.00
49-60	\$	<b>7,916.67</b>	\$	95,000.00
61-72	\$	<b>8,750.00</b>	\$	105,000.00
73-84	\$	<b>9,012.50</b>	\$	108,150.00
85-96	\$	<b>9,282.88</b>	\$	111,394.50
97-108	\$	<b>9,561.36</b>	\$	114,736.34
109-120	\$	<b>9,848.20</b>	\$	118,178.43
121-132	\$	<b>10,833.02</b>	\$	129,996.27
133-144	\$	<b>11,158.01</b>	\$	133,896.16
145-156	\$	<b>11,492.75</b>	\$	137,913.04
157-168	\$	<b>11,837.54</b>	\$	142,050.43
169 - end of term	\$	<b>12,192.66</b>	\$	146,311.94

**OPTION PERIOD** (Subject to Section 1.3 and Section 9.1)

Year 1	\$	13,411.93	\$	160,943.14
Year 2	\$	13,814.29	\$	165,771.43
Year 3	\$	14,228.71	\$	170,744.58
Year 4	\$	14,655.58	\$	175,866.91
Year 5	\$	15,095.24	\$	181,142.92

**Note:** Above rent does not include the sales tax on commercial leases and Brevard County property tax.

L012-19  
290 Marine Harbor Drive  
Merritt Island, FL 32953

**EXHIBIT C**  
Tenant Improvements

Exhibit C  
Tenant Improvements

L012-19

**NEW IMPROVEMENTS, ESTIMATED COST AND SCHEDULE**

	<u>Estimated Cost</u>	<u>Commence</u>	<u>Completion</u>
<b><u>Mandatory Improvements</u></b>	\$ 1,350,000	12/1/2019	8/1/2020
Dredging			
Seawall/Bulkhead			
Electrical Upgrade			
Dock Renewal including			
Sewer/Pump Out System			
Landscaping			
<b><u>Optional Improvements</u></b>			
Office/Workshop/Fencing	\$ 250,000		
Estimated Total	\$ 1,600,000		

**DESCRIPTION OF SCHEDULED IMPROVEMENTS**

<b><u>Mandatory Improvements</u></b>	
Dredging	Dredging of silt and sedimentation from the basin and slipways to an approximate average depth of 6'. There will be approximately 15,000 cu. yds. of material removed.
Seawall/Bulkhead	Seawalls will be replaced with 1,500 running feet of new vinyl sheet piling with concrete tiebacks.
Electrical Upgrade	Complete new rewiring to docks that will provide increased power for approximately 125 slips.
Dock Renewal Including Sewer Pump-out System	All docks will be upgraded with new decking, new tie-off pilings, upgraded sewer and pump-out system, and will be ADA compliant.
Landscaping	The Premises shall be upgraded with landscaping including sod and an irrigation system.
<b><u>Optional Improvements</u></b>	
Office/Workshop/Fencing	A permanent 2,000 SF metal structure for the office and workshop will be constructed. Additionally, security fencing and gates will be installed.

**Note:** All construction will be completed to current regulatory standard, including but not limited to, Florida building code, Army Corp or Engineers and Brevard County.

L012-19  
290 Marine Harbor Drive  
Merritt Island, FL 32953

**EXHIBIT D**  
Barge Canal Easement



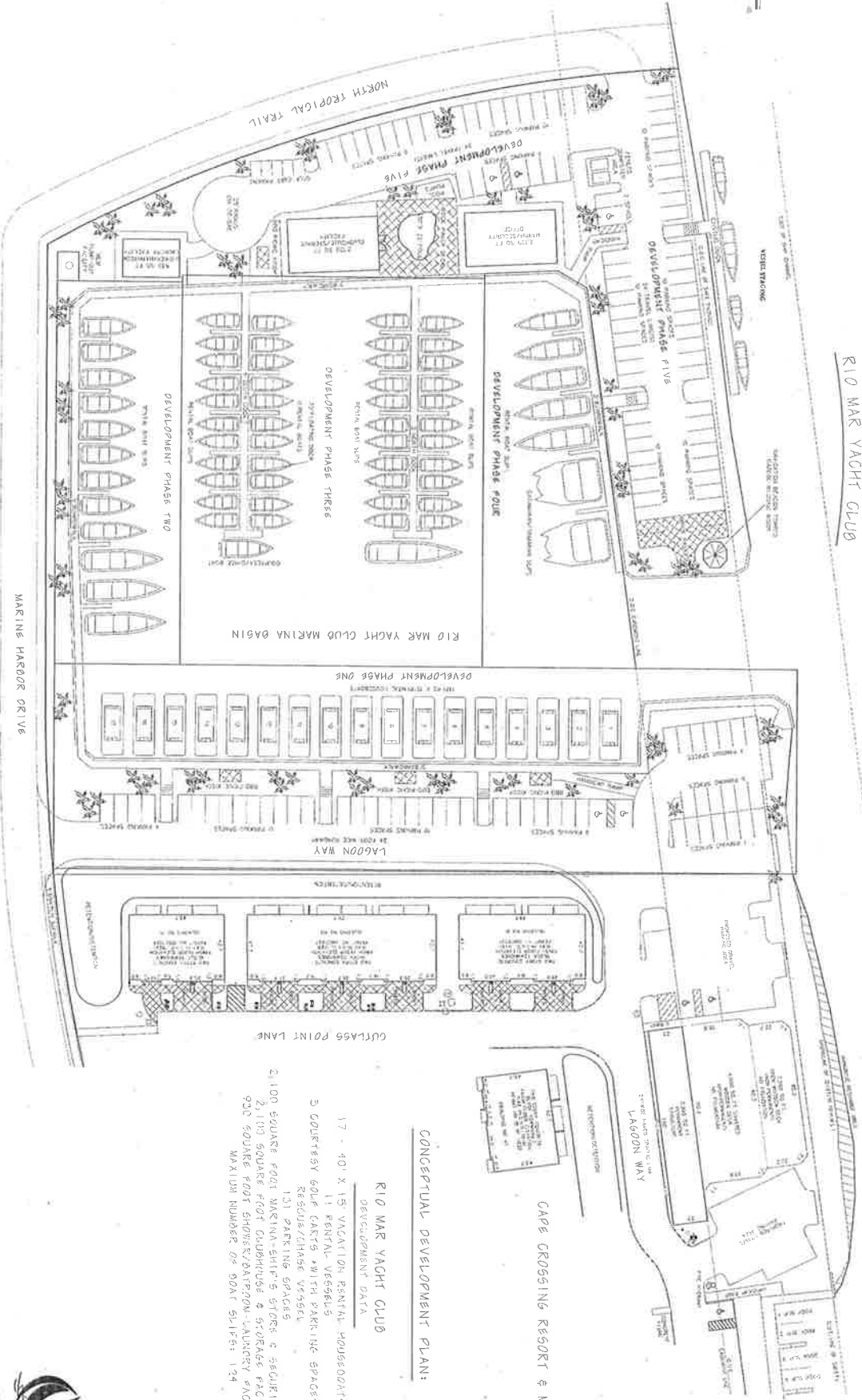
THE CANAVERAL PORT AUTHORITY DARGE CANAL  
R10 MAR YACHT CLUB

EXHIBIT E  
Conceptual Plan

DAMODOTELER'S RESTAURANT

L012

175



CONCEPTUAL DEVELOPMENT PLAN:

RIO MAR YACHT CLUB  
DEVELOPMENT DATA

- 17 - 40' X 15' VACATION RENTAL HOUSEBOATS
- 11 RENTAL VESSELS
- 3 COURTESY BOAT CENTS WITH PARKING SPACES
- 131 PARKING SPACES
- 1100 SQUARE FOOT MARINA-SHIP'S STORES & SECURITY OFFICE
- 2,100 SQUARE FOOT CLUBHOUSE & STORAGE FACILITY
- 930 SQUARE FOOT GROUNDWATER LAUNDRY FACILITY
- MAXIMUM NUMBER OF BOAT SLIPS: 124



**EXHIBIT F**  
Exhibit List

Exhibit A .....	Survey and Legal Description
Exhibit B .....	Rent Schedule
Exhibit C .....	Tenant Improvements
Exhibit D .....	Barge Canal Easement
Exhibit E .....	Conceptual Plan
Exhibit F .....	Exhibit List



Prepared by and return to:  
Craig Langley, Esq.  
Canaveral Port Authority  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920  
(321) 783-7831

## ASSIGNMENT OF LEASE

**THIS ASSIGNMENT OF LEASE** (the "Assignment") is made and entered into this 10<sup>th</sup> day of May, 2019, by and between **DUNCAN MACKENZIE** ("ASSIGNOR"), whose principal mailing address is 290 Marine Harbor Drive, Merritt Island, FL 32953, and **HARBOR SQUARE, LLC**, a Florida limited liability company ("ASSIGNEE"), whose principal mailing address is 290 Marine Harbor Drive, Merritt Island, FL 32953, Attn: Duncan MacKenzie.

### WITNESSETH:

A. **Assignment.** That the ASSIGNOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the ASSIGNEE, the receipt of which is hereby acknowledged, hereby assigns and transfers to ASSIGNEE all of the ASSIGNOR'S right, title and interest in, to and under that certain Lease Agreement between the Canaveral Port Authority, as Lessor, and ASSIGNOR'S predecessor in interest, as Lessee, previously entered into that certain Lease Agreement dated March 20, 1986 and recorded on April 1, 1986 at Official Records Book 2685, Page 0226, which was subsequently assigned to Tenant by Assignment of Lease dated March 31, 1986 in Official Records Book 2685, Page 0692, as amended by that certain Modification of Thirty Year Lease dated May 15, 1986 and recorded on June 4, 1986 at Official Records Book 2702, Page 1037, all in the Public Records of Brevard County, Florida (collectively the "Lease"), for real property situated in the County of Brevard and State of Florida and described in Exhibit "A" attached hereto (the "Property") and incorporated herein.

B. **Assignor's Liability.** ASSIGNOR will remain liable for performance of all terms and conditions of said lease until such time as the CANAVERAL PORT AUTHORITY shall release assignor from such liability by written release.

C. **Assumption.** As of the Effective Date, ASSIGNEE hereby accepts and assumes all right, title and interest in the Lease, including but not limited to all duties, liabilities and obligations required of ASSIGNOR under the Leases, and ASSIGNEE hereby agrees to perform and observe each covenant and condition to be performed or observed under the terms of the Lease.

D. **Indemnity and Hold Harmless.** ASSIGNOR agrees to and does hereby indemnify and hold harmless ASSIGNEE, and its successors and assigns, from and against any and all loss, cost, damage and expense of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, court costs and related expenses), resulting from or related to any suits, actions, claims, demands or other matters of any kind or nature whatsoever, arising under the Lease from acts or omissions occurring before the Effective Date. ASSIGNEE agrees to and does hereby indemnify and hold harmless ASSIGNOR, and its successors and assigns, from and against any and all loss, cost, damage and expense of any kind or nature whatsoever

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(including, without limitation, reasonable attorneys' fees, court costs and related expenses), resulting from or related to any suits, actions, claims, demands or other matters of any kind or nature whatsoever, arising under the Lease from acts or omissions occurring from and after the Effective Date.

E. **Conditions to Assignment.** This Assignment is conditioned upon, and is not effective until and unless, the CANAVERAL PORT AUTHORITY and ASSIGNEE execute and deliver an Amended and Restated Lease Agreement amending and restating the Lease on terms and conditions acceptable to ASSIGNEE, in its sole discretion.

F. **Assignee's Right to Assign.** The ASSIGNEE has the right to assign the Lease pursuant to the terms set forth therein, as amended and restated.

IN WITNESS WHEREOF, ASSIGNOR has signed and sealed this Assignment, the day, month and year first above written.

Signed, sealed and delivered  
in our presence by the ASSIGNOR

Keri Benavente  
Witness

Patricia L. Clark  
Witness

**Patricia L. Clark**

**ASSIGNOR:**

DUNCAN MACKENZIE

By: [Signature]  
Its: [Signature]  
Address: 1241 Rockledge Dr  
Rockledge, FL 32955  
Date: 5-10-19

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me on May 10, 2019, by DUNCAN MACKENZIE as \_\_\_\_\_ on behalf of the company, who is \_\_\_\_\_ personally known to me or ☒ has produced Florida drivers license as identification.

Patricia L. Clark  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**ASSIGNEE:**

Signed, sealed and delivered  
in our presence by the ASSIGNEE

Kimi Rynanka  
Witness  
Patricia L. Clark  
Witness

**Patricia L. Clark**

STATE OF Florida  
COUNTY OF Brevard

HARBOR SQUARE, LLC, a Florida  
limited liability company

By: [Signature]  
Its: Authorized Agent  
Address: 290 Marine Harbor Dr  
Murphy Island, FL 32953  
Date: 5-10-19

The foregoing instrument was acknowledged before me on May 10,  
2019, by Duncan MacKenzie as Authorized Agent of HARBOR SQUARE, LLC, a  
Florida limited liability company, on behalf of the company, who is \_\_\_\_\_ personally known to  
me or ✓ has produced Florida drivers license as identification.

[Signature]  
Notary Public, State of \_\_\_\_\_  
Printed Name:  
Commission No.:  
Commission Expires:



Don

**EXHIBIT A**  
The Property

**LEGAL DESCRIPTION:**  
PARCEL NO. 1 PER LSC (STATE

TAX PARCEL 24-35-10-20-765

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**CERTIFICATION**

2-01-18  
DATE

[illegible][illegible]STATE ROAD #528  
(RIGHT-OF-WAY VORLES)

PARCEL NO. 1  
HARBOR SQUARE MARINA  
747 PARKET • 24-36-10-00-503

CANDYERAL CH055H0425  
TAX PARTIAL \*24-35-11-88-503

SURVEY FOR: CPA

SKETCH OF DESCRIPTION  
HARBOR SQUARE MARINA, MERRITT ISLAND

2019



LAND & SEA  
SURVEYING  
2004-2005

SHEET: 1 OF 1  
 JOB NUMBER: 2018-215  
 FILE NAME: HANSON SQUARE  
 PARTIAL  
 LAND BUSINESS #6447  
 PHONE: 321-454-6318  
 FAX: 321-454-6998  
 E-MAIL: TCS17@AOL.COM  
 1885 CHASE HARBOR RD.  
 HENRIETTA ISLAND, FL 32953

Don



## CONSENT TO ASSIGNMENT

The undersigned, CANAVERAL PORT AUTHORITY, as "LESSOR" of the Lease described above, does hereby consent to the above ASSIGNMENT OF LEASE to ASSIGNEE, without releasing the ASSIGNOR thereof from the same and without any limitation of the LESSOR's recourse under said Lease, subject to the terms provided herein.

LESSOR hereby confirms that there exists no condition or event of default by LESSOR or ASSIGNOR under the Lease, the Lease is in full force and effect and enforceable in accordance with its terms, and this Assignment has been duly ratified and approved by all necessary action on the part of LESSOR.

This CONSENT TO ASSIGNMENT is expressly conditioned upon ASSIGNEE and LESSOR entering into an Amended and Restated Lease Agreement amending and restating the Lease in a form substantially consistent with **Exhibit "A"**, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the CANAVERAL PORT AUTHORITY, by its undersigned officers, duly authorized, has executed this CONSENT TO ASSIGNMENT and affixed its seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

CANAVERAL PORT AUTHORITY, an  
independent special taxing district and  
political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

ATTEST:

By: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by Micah Loyd as Chairman, and by Robert Harvey as Secretary/Treasurer, on behalf of the CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who are \_\_\_\_\_ personally known to me or \_\_\_\_\_ have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name:  
Commission No.:  
Commission Expires:

**EXHIBIT A**  
FORM OF AMENDED AND RESTATED LEASE AGREEMENT

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.B
Department:	Real Estate
Requested Action:	Consideration of approving a First Amendment to Commercial Lease Agreement to Ambassador Services Inc.'s Twenty (20) Month Commercial Lease Agreement, dated February 20, 2019, to add Bay 3 to the existing Bays 4-6. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard
<p><b>Summary Explanation &amp; Background:</b></p> <p>The Temporary Use Permit currently in place for Bay 3 will be replaced with this amendment which runs coterminous with the existing lease. Bay 3 contains 2,500 SF and will expand the existing 7,500 SF of office/warehouse space to 10,000 SF. Tenant also has 4,000 SF of fenced, outside storage at the same location.</p> <p>Tenant: Ambassador Services Inc.          Lease Address: 8985 Columbia Road, Cape Canaveral, FL 32920          Term: Coterminous (expires 10/31/2020)          Space Expansion: Additional 2,500 SF warehouse space (Bay 3)          Right to Terminate: No          Options: None          Use: Warehouse/storage</p> <p>Bay 3 Additional Rent:          Base Rent Revenue: \$23,500.00          CAM/PIF Revenue: \$ 1,770.89          Total Bay 3 Revenue: \$25,270.89</p> <p>Capital Improvements by CPA: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	



Attachments:

[5.B Cover Page.pdf](#)

[RE\\_B\\_1st Amend\\_5222019\\_Ambassador.pdf](#)

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	4.B
Department:	Real Estate
Requested Action:	Consideration of approving a First Amendment to Commercial Lease Agreement to Ambassador Services Inc.'s Twenty (20) Month Commercial Lease Agreement, dated February 20, 2019, to add Bay 3 to the existing Bays 4-6. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard
<p><b>Summary Explanation &amp; Background:</b></p> <p>The Temporary Use Permit currently in place for Bay 3 will be replaced with this amendment which runs coterminous with the existing lease. Bay 3 contains 2,500 SF and will expand the existing 7,500 SF of office/warehouse space to 10,000 SF. Tenant also has 4,000 SF of fenced, outside storage at the same location.</p> <p>Tenant: Ambassador Services Inc.          Lease Address: 8985 Columbia Road, Cape Canaveral, FL 32920          Term: Coterminous (expires 10/31/2020)          Space Expansion: Additional 2,500 SF warehouse space (Bay 3)          Right to Terminate: No          Options: None          Use: Warehouse/storage</p> <p>Bay 3 Additional Rent:          Base Rent Revenue: \$23,500.00          CAM/PIF Revenue: \$ 1,770.89          Total Bay 3 Revenue: \$25,270.89</p> <p>Capital Improvements by CPA: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[RE\\_B\\_1st Amend\\_5222019\\_Ambassador.pdf](#)

**FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT** (the “Amendment”) is entered into, executed and delivered as of \_\_\_\_\_, 2019, by and between **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (hereinafter referred to as “Landlord”), and **AMBASSADOR SERVICES INC.**, a Florida corporation (hereinafter referred to as “Tenant”). Landlord and Tenant are at times hereinafter referred to respectively as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain Commercial Lease Agreement dated February 20, 2019 (the “Lease”) for the lease of the Premises, as more particularly described in the Lease;

**WHEREAS**, the Tenant wishes to add an additional 2,500 square feet of the Building, known as North Bay 3, to the Premises; and

**WHEREAS**, any term not otherwise defined herein, shall have the meaning as set forth in the Lease.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as of the date hereof as follows:

1. Recitals. The Parties hereby acknowledge the accuracy of the above recitals and incorporate the same as substantive provisions of this Amendment.
2. Paragraph 1 of said Lease is hereby deleted in its entirety and replaced with:

1. **DEMISE AND DESCRIPTION.**

1.1 Premises. Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby rent and lease to Tenant, on the same terms and conditions and for the purposes set forth herein, the following described property:

A warehouse consisting of 10,000 square feet (North Bays 3, 4, 5 and 6) being a portion of the building located at 8985 Columbia Road, Cape Canaveral Florida 32920 (the “Building”) and approximately 4,000 square feet of fenced, outside storage at the southwest corner of Columbia Road and Challenger Road as shown in **Exhibit “A”**, together with a non-exclusive easement to use the common areas including sidewalks, parking areas and driveways (collectively, the “Premises”).

3. Paragraph 3 of said Lease is hereby modified as follows:

3. **RENT.**

3.1 Beginning June 1, 2019, the monthly Rent shall be as follows:

<b>TERM</b>	<b>BASE \$/SF</b>	<b>PIF/ SF</b>	<b>BASE RENT</b>	<b>PIF</b>	<b>EST. SALES TAX *</b>	<b>TOTAL RENT</b>
June 1, 2019–Oct. 31, 2019	6.88	\$.50	\$5,730.00	416.67	411.83	\$6,558.49
Nov. 1, 2019–Oct. 31, 2020	7.08	\$.52	\$5,900.00	429.17	424.05	\$6,753.22

\* sales tax of 6.7% is subject to change at any time by government authority

Except as herein modified by this First Amendment to the Commercial Lease Agreement, all terms and conditions of the Lease shall remain in full force and effect.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**“LANDLORD”**

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

ATTEST: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

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

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of the CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Aranka Eller  
Name: Aranka Eller

Kelly D. Hogue  
Name: Kelly D. Hogue

"TENANT"

AMBASSADOR SERVICES INC., a Florida  
corporation

By: [Signature]  
Name: Brian Hubert  
As Its: President

Date: 5/13/2019

STATE OF FLA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13 day of May, 2019,  
by Brian Hubert, as President of AMBASSADOR SERVICES INC., a Florida corporation, who is  
known to me personally or produced in person as identification.



SUZANNE G. KHOURY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF977370  
Expires 7/21/2020

[Signature]  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: SUZANNE G. KHOURY  
My commission expires: 07/21/2020

**EXHIBIT A**  
The Premises

8985 Columbia Road

10,000 SF Warehouse (North Bays 3, 4, 5 and 6)

Outlined/Shaded Area:

Approximately 22,500 SF of property  
including approximately 4,000 SF of fenced outside storage area

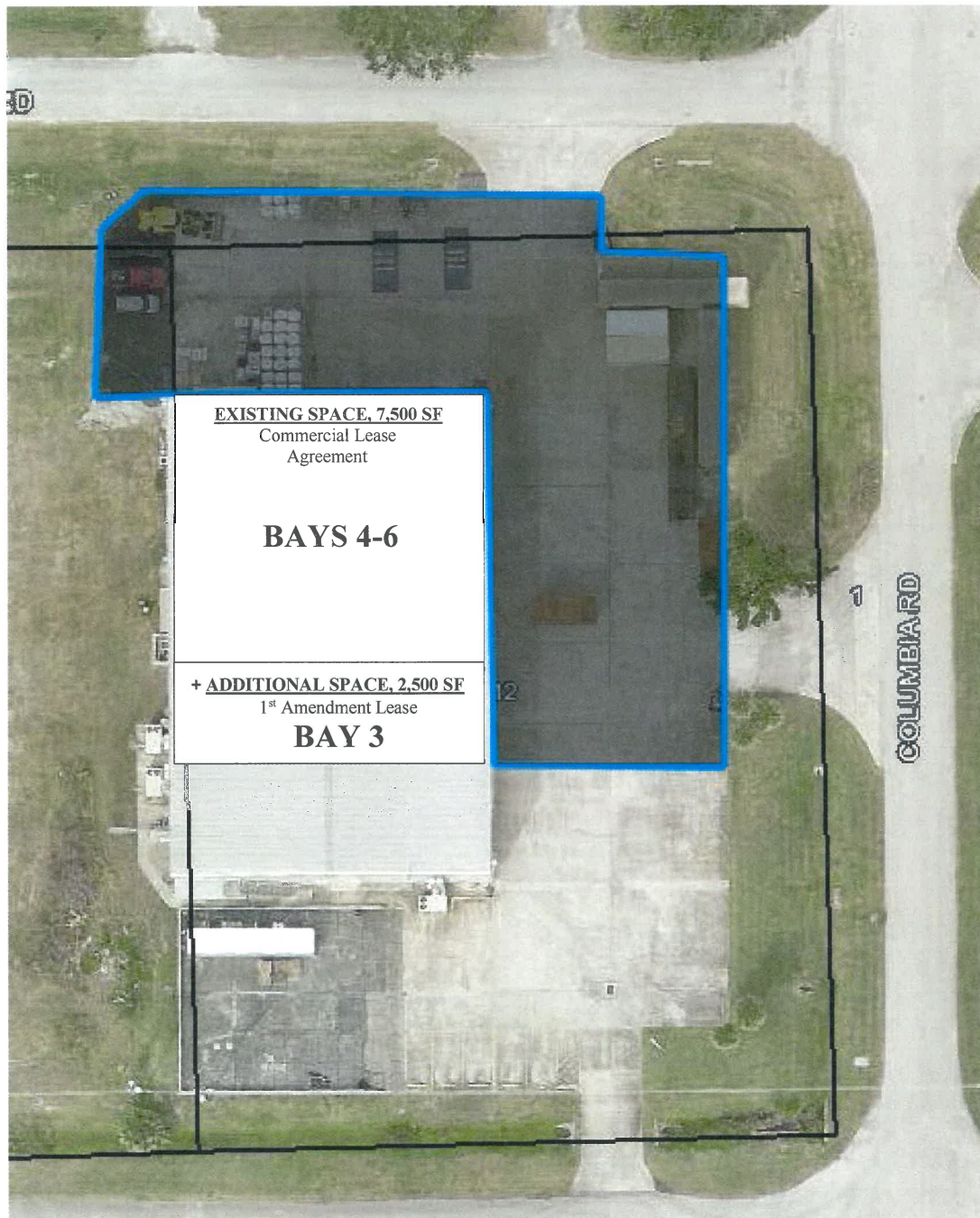


**EXHIBIT A**  
The Premises

L375.3

A portion of a 12,500 SF building located at 8985 Columbia Road  
10,000 SF (North Bays 3, 4, 5, 6)

Outlined/Shaded Area:  
Approximately 20,500 SF of property including 4,000 SF of fenced  
outside storage area and 16,500 SF of parking lot area



2019

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.C
Department:	Real Estate
Requested Action:	Consideration of approving a First Amendment to Lease Agreement to Cartainer Ocean Line, Inc.'s Three (3) Year Lease Agreement, dated April 27, 2016, to extend the term One (1) year. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)
<b>Summary Explanation &amp; Background:</b>  Cartainer Ocean Line, Inc. occupies an office in the 405 Atlantis Building (aerial attached). Cartainer is a full-service shipping company including U.S. Port clearing of automobiles and commercial products. This amendment would extend their lease for one (1) year, increase rent billing 10% and add billing for Port infrastructure and common area maintenance costs  Tenant: Cartainer Ocean Line, Inc. Lease Address: 405 Atlantis Road, Unit F118, Cape Canaveral, FL 32920 Term Extension: through May 31, 2020 Right to Terminate: None Options: None Use: Office Office Area: 1,200 SF  Base Rent Revenue: \$16,800 CAM/PIF Revenue: \$ 1,800 Total Lease Revenue: \$18,600  Capital Improvements by CPA: None  Recommendation: Staff recommends approval.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

5.C Cover Page.pdf

RE\_C\_First Amendment to Lease\_05222019\_Cartainer.pdf

RE\_C\_Location Aerial Map\_5222019\_Cartainer.pdf

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	4.C
Department:	Real Estate
Requested Action:	Consideration of approving a First Amendment to Lease Agreement to Cartainer Ocean Line, Inc.'s Three (3) Year Lease Agreement, dated April 27, 2016, to extend the term One (1) year. The document has been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)
<b>Summary Explanation &amp; Background:</b>  <p>Cartainer Ocean Line, Inc. occupies an office in the 405 Atlantis Building (aerial attached). Cartainer is a full-service shipping company including U.S. Port clearing of automobiles and commercial products. This amendment would extend their lease for one (1) year, increase rent billing 10% and add billing for Port infrastructure and common area maintenance costs</p> <p>Tenant: Cartainer Ocean Line, Inc.  Lease Address: 405 Atlantis Road, Unit F118, Cape Canaveral, FL 32920  Term Extension: through May 31, 2020  Right to Terminate: None  Options: None  Use: Office  Office Area: 1,200 SF</p> <p>Base Rent Revenue: \$16,800  CAM/PIF Revenue: \$ 1,800  Total Lease Revenue: \$18,600</p> <p>Capital Improvements by CPA: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[RE\\_C\\_First Amendment to Lease\\_05222019\\_Cartainer.pdf](#)

[RE\\_C\\_Location Aerial Map\\_5222019\\_Cartainer.pdf](#)

**FIRST AMENDMENT TO LEASE AGREEMENT**

The **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, as Lessor, and **CARTAINER OCEAN LINE, INC.**, a Florida corporation, as Lessee, under that certain Lease Agreement between them effective April 27, 2016 (the "Lease"), stipulate and agree to modify said Lease as follows:

1. Paragraph 2 of said Lease is hereby modified as follows:

2. Term:

a. The term of the Lease shall be extended twelve (12) months and shall expire at midnight May 31, 2020 (the "Lease Term").

2. Paragraph 3 of said Lease is hereby modified as follows:

3. Rent:

Beginning as of June 1, 2019, the Base Rent shall be as follows:

	<b>MO. RENT</b>	<b>CAM/ PIF (*)</b>	<b>SALES TAX (**)</b>	<b>TOTAL MO. RENT (**)</b>
June 1, 2019–May 31, 2020	\$1,400.00	\$150.00	103.85	\$1,653.85

\* Common Areas Maintenance ("CAM") includes water, sewer, trash, common area maintenance such as parking lot, landscaping. Port Infrastructure Fee ("PIF") includes fees for maintenance of Port property such as roads, holding ponds, etc.)

\*\* Sales Tax of 6.7% is subject to changes imposed by any applicable governmental entity

Except as herein modified by this First Amendment to Lease Agreement, all terms and conditions of the Lease shall remain in full force and effect.

**[SIGNATURE PAGE[S] FOLLOW]**

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**"LESSOR"**

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

ATTEST: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

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

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of the CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

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

My commission expires: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**"LESSEE"**

**CARTAINER OCEAN LINE, INC.**, a Florida  
corporation

Michelle Brennan  
Name: Michelle Brennan

By: [Signature]  
Name: Brian J. Brennan  
As Its: President

Gloria Murphy  
Name: Gloria Murphy

Date: 5/9/19

STATE OF NJ  
COUNTY OF Union

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2019,  
by Brian J. Brennan, as President of CARTAINER OCEAN LINE, INC., a Florida corporation, who  
is known to me personally or produced \_\_\_\_\_ as identification.

[Signature]  
**RHINA HERNANDEZ**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 6, 2023

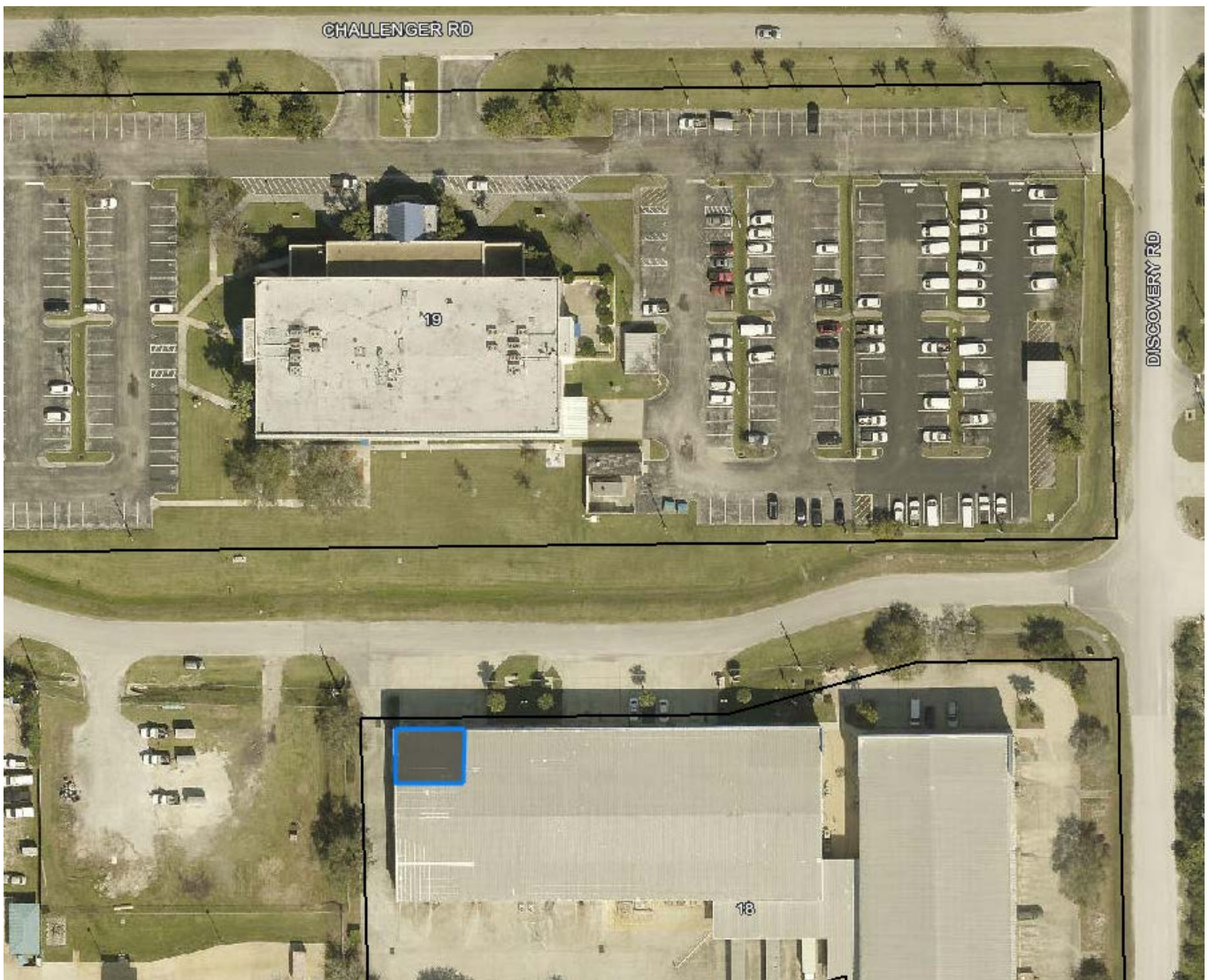
NOTARY PUBLIC-STATE OF FLORIDA

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

My commission expires: \_\_\_\_\_



**LOCATION AERIAL MAP**  
**405 Atlantis Road**  
**Tenant: Cartainer Ocean Line, Inc.**  
**(outlined in blue)**



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.D
Department:	Real Estate
Requested Action:	Consideration of approving Mutual Termination of Lease with American Boom and Barrier Corporation effective May 31, 2019 and consideration of approving a Five-Year Lease Agreement with Inboard Marine Center, LLC, effective June 1, 2019. The documents have been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)
<p><b>Summary Explanation &amp; Background:</b></p> <p>Inboard Marine Center, LLC sold the rights to the name of American Boom and Barrier Corporation (ABBC) and is now operating as Inboard Marine Center, LLC. As such, the Tenant is requesting to terminate the Lease with ABBC and enter into a new Lease as Inboard Marine Center, LLC. Inboard Marine will continue to manufacture oil spill equipment and oil spill clean-up products and will add boat repair and storage to the usage.</p> <p>Tenant: Inboard Marine Center, LLC  Lease Address: 720 Mullet Road, Suite M, Cape Canaveral, FL 32920  Use: general office space, light manufacturing of oil spill equipment, and storage of oil spill clean-up products and equipment, boat repair and storage  Building Area: 3,250 sf  Term: 5-years  Option to Renew: None  Right to Terminate: Yes, on or after June 1, 2022 with a fee of \$12,000.00  Annual Revenue: \$159,606 (Base Rent and Port Infrastructure Fee)  Capital Improvements by CPA: None  Capital Improvements by Tenant: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

5.D Cover Page.pdf

RE\_F\_Lease Agreement\_5222019\_Inboard Marine Ctr.pdf

RE\_F\_Memorandum of Lease Termination\_5222019\_Inboard Marine.pdf

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	4.D
Department:	Real Estate
Requested Action:	Consideration of approving Mutual Termination of Lease with American Boom and Barrier Corporation effective May 31, 2019 and consideration of approving a Five-Year Lease Agreement with Inboard Marine Center, LLC, effective June 1, 2019. The documents have been reviewed and approved by General Counsel and Port Attorney. (Scott Shepard)
<p><b>Summary Explanation &amp; Background:</b></p> <p>Inboard Marine Center, LLC sold the rights to the name of American Boom and Barrier Corporation (ABBC) and is now operating as Inboard Marine Center, LLC. As such, the Tenant is requesting to terminate the Lease with ABBC and enter into a new Lease as Inboard Marine Center, LLC. Inboard Marine will continue to manufacture oil spill equipment and oil spill clean-up products and will add boat repair and storage to the usage.</p> <p>Tenant: Inboard Marine Center, LLC          Lease Address: 720 Mullet Road, Suite M, Cape Canaveral, FL 32920          Use: general office space, light manufacturing of oil spill equipment, and storage of oil spill clean-up products and equipment, boat repair and storage          Building Area: 3,250 sf          Term: 5-years          Option to Renew: None          Right to Terminate: Yes, on or after June 1, 2022 with a fee of \$12,000.00          Annual Revenue: \$159,606 (Base Rent and Port Infrastructure Fee)          Capital Improvements by CPA: None          Capital Improvements by Tenant: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

RE\_F\_Lease Agreement\_5222019\_Inboard Marine Ctr.pdf

RE\_F\_Memorandum of Lease Termination\_5222019\_Inboard Marine.pdf



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made as of this 1 day of JUNE, 2019 (the "Effective Date"), by and between **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, an address of which is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 ("Landlord") and **INBOARD MARINE CENTER, LLC**, a Florida limited liability corporation, (fka American Boom and Barrier Corporation) an address of which is 280 Melbourne Ave., Merritt Island, FL 32953 ("Tenant").

### 1. PROPERTY; TERM.

1.1 **PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term, at the rental, and upon all of the conditions set forth herein, a portion of the building located at 720 Mullet Road, Cape Canaveral, FL 32920 (the "Building") consisting of approximately 3,250 square feet (2,500 square feet of warehouse space, Bay 5 & 6, and 750 square feet of office space Unit M), and a portion of the fenced, paved lot directly behind and adjacent to warehouse Bay 5 & 6 (collectively the "Premises"), as depicted on the site plan (the "Site Plan") attached hereto as Exhibit A.

1.2 **LEASE TERM.** The term of this Lease ("Term") shall be five (5) years. The Term shall commence on June 1, 2019 (the "Commencement Date") and expire on May 31, 2024.

1.3 This Lease shall supersede and replace the Lease Agreement by and between the Canaveral Port Authority and American Boom and Barrier Corporation dated December 6, 2017.

1.4 **Termination Option.** Tenant shall have the right, as herein provided, to terminate this Lease (the "Termination Option") at any time after June 1, 2022, upon the following terms and conditions:

1.4.1. Tenant must notify Landlord in writing, one hundred eighty (180) days prior to the effective date of termination (the "Termination Notice").

1.4.2. Tenant shall pay a fee of Twelve Thousand Dollars (\$12,000.00) (the "Termination Fee") at the time of the Termination Notice.

Upon the proper exercise by Tenant of the Termination Option, the Lease shall be terminated as of the effective date of termination.

### 2. RENT AND OTHER CHARGES.

2.1 **RENT.** Tenant agrees to pay monthly base rent ("Base Rent"), AND a Port Infrastructure Fee (PIF), as shown in the table below, plus any applicable State of Florida sales tax that applies and all other taxes, fees, impact fees or assessments that may be levied by the State of Florida or any other taxing or assessment unit on the Premises, in advance in equal monthly installments, commencing on June 1, 2019, and continuing on the first day of each month of the Term.



<u>Year</u>	<u>Base \$/SF</u>	<u>PIF \$/SF</u>	<u>Total \$/SF</u>	<u>Annual</u>	<u>Monthly</u>
June 1, 2019 - May 31, 2020	\$ 8.75	\$ 0.50	\$ 9.25	\$ 30,062.50	\$2,505.21
June 1, 2020 - May 31, 2021	\$ 9.01	\$ 0.52	\$ 9.53	\$ 30,964.38	\$2,580.36
June 1, 2021 - May 31, 2022	\$ 9.28	\$ 0.53	\$ 9.81	\$ 31,893.31	\$2,657.78
June 1, 2022 - May 31, 2023	\$ 9.56	\$ 0.55	\$ 10.11	\$32,850.11	\$2,737.51
June 1, 2023 - May 31, 2024	\$ 9.85	\$ 0.56	\$ 10.41	\$33,835.61	\$2,819.63

\* sales tax of 6.7% is subject to change at any time by government authority

2.1.1. Rent shall be paid without demand, set off or deduction to Landlord at 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attn: Finance, or such other address as Landlord directs in writing.

2.2 LATE CHARGES: All Rent unpaid on the 30th calendar day following the day the rental payment is due is delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent

2.3 TAXES, FEES AND ASSESSMENTS. Tenant shall pay all taxes, fees, impact fees and assessments levied upon the Premises during the Lease Term including ad valorem real or personal property taxes, intangible taxes and privilege taxes. Tenant shall pay said taxes and assessments directly to Brevard County Tax Collector before said taxes and assessments become delinquent. Tenant shall promptly provide Landlord a copy of the paid receipt from the Brevard County Tax Collector upon receipt of written request. Tenants' failure to pay said taxes and assessments before delinquent shall constitute a default under the Lease.

### 3. USE OF PREMISES.

3.1 PERMITTED USES. Tenant may use the Premises for only general office space, light manufacturing of oil spill equipment, and storage of oil spill clean-up products and equipment, boat repair and boat storage. Tenant shall obtain the prior written permission of Landlord before using the Premises for any other purpose, which permission may be withheld in Landlord's sole and absolute discretion. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose.

3.2 ACCESS: Tenant shall grant unrestricted access through the gate of the fenced lot directly behind the warehouse for access to bays 3 & 4 to the west.

### 3.3 UTILITIES; JANITORIAL SERVICES.

3.3.1 Utilities at the Premises. Landlord is responsible for providing Utilities and Services to the Building and Premises and warrants and represents the following:

(a) All charges for electric utility, water and sewer services to the Premises shall be incurred in the name of the Landlord and Landlord shall provide cold running water and electricity in the Premises sufficient for use of building standard systems, building standard lighting



and use of Tenants business equipment twenty-four (24) hours per day all three hundred sixty-five (365) days of the year, to the extent that such is under Landlords control.

3.3.2 Janitorial Services. Tenant shall be solely responsible for and shall promptly pay for all window washing, janitorial service and trash and debris removal charges relating to the Premises.

3.4 COMPLIANCE WITH LAWS. Tenant 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 Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

3.5 HAZARDOUS MATERIAL. Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises, provided that same are used, stored and disposed of in strict compliance with Applicable Laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws.

If Tenant's activities at the Premises or Tenant's use of the Premises (a) result in a release of Hazardous Materials that is 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 Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken.

To the extent permitted by law, Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant at the Premises during the Term of this Lease and arise from events or conditions which came into existence after the Commencement Date: (i) any release, threatened release, or disposal of any Hazardous Materials at the Premises, or (ii) the violation of any Applicable Laws at the Premises pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or



occupational health and safety. The indemnification obligations of Tenant shall survive the expiration or earlier termination of this Lease.

3.6 SIGNS. Tenant shall not place any signs on the Premises except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's reasonable discretion. Any and all such signs shall be installed and shall be maintained by Tenant, at its sole cost and expense, and shall be in compliance with Landlord's sign criteria, the Rules and Regulations and all Applicable Laws. Tenant shall be responsible to Landlord for the installation, use, or maintenance of said signs and any damage caused thereby. Tenant agrees to remove all of its signs prior to termination of the Lease and upon such removal to repair all damage incident to such removal.

### 3.7 ACCESS.

3.7.1 LANDLORD'S ACCESS. Landlord shall be entitled upon at least twenty-four (24) hours notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises upon at least twenty-four (24) hours notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six (6) months of the Term or any renewal thereof, to show them to prospective Tenants. Landlord may place customary "For Lease" signs on the Premises as Landlord deems necessary. Landlord will have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

3.7.2 TENANT'S ACCESS. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure or similar event which causes Landlord to limit access to Tenants.

3.8 QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

3.9 PARKING. Landlord shall provide up to two (2) auto parking spaces on the Premises for use by Tenant, as depicted on attached Exhibit A. No vehicle shall be parked in a manner that utilizes more than one striped parking space. No vehicle (including, without limitation, campers, trailers, or boats) may be parked overnight or stored on the Premises. Any vehicle remaining in the parking areas without interruption for twenty-four (24) hours is deemed to have been stored in the parking areas and may be towed at the owner's expense. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord



has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

**3.10 RULES AND REGULATIONS.** The Tenant agrees to comply with all applicable rules and regulations of the Landlord and other authorized governmental agencies affecting the Premises, including but not limited to those relating to sub-leasing, delinquent charges, water pollution, air pollution, sewage disposal, garbage collection and surface water drainage. In the event the Landlord shall require all tenants upon its land to pay any charges for public utilities or other services reasonably determined by the Landlord to be mutually beneficial to the Tenant and to the Port, the Tenant shall pay its equitable portion of such charges in accordance with the rules and regulations reasonably enacted by the Landlord for that purpose.

**4. IMPROVEMENTS:** Tenant is leasing the Premises as is, any additional improvement to the Premises will be the responsibility of the Tenant. In the construction, repair, alteration or removal of improvements on the Premises by the Tenant, the Tenant shall comply with all requirements as to workmen's compensation, public liability insurance, permits and the like as required by the Landlord, the State of Florida and applicable governmental authorities. Prior to the construction of any new or additional building(s) or other improvements by the Tenant, plans and specifications including such matters as type of construction, location of improvements and fire clearance must be submitted to the Landlord for approval. No major improvement projects shall be undertaken without the Landlord's prior written approval. All construction must comply with the Landlord's customary rules and regulations. Tenant agrees that none of its new or additional improvements shall interfere with the overall surface and subsurface drainage required by the Landlord.

**5. INSURANCE AND INDEMNITY.**

**5.1 TENANT'S INSURANCE.** Tenant will throughout the Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, in the amounts specified below with Tenant's customary deductible amounts which have been reviewed by, and are acceptable to Landlord:

**5.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage occurring in or about the Premises, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The CGL policy shall include contractual liability coverage.

**5.1.2 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE.** Comprehensive automobile liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, \$500,000 per person and \$100,000 property damage or a combined single limit of \$1,000,000 for both owned and non-owned vehicles.

**5.1.3 UMBRELLA COVERAGE.** Tenant shall also carry and maintain umbrella coverage with a limit of not less than \$1,000,000 per occurrence.



5.1.4 POLLUTION LIABILITY INSURANCE. Tenant shall procure and maintain pollution liability insurance coverage for \$1,000,000.00 Combined Single Limit Each Occurrence.

5.1.5 PROPERTY INSURANCE. Insurance of personal property, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all insured property.

5.1.6 WORKERS' COMPENSATION. Workers' compensation insurance covering all employees of Tenant, as required by the laws of the State of Florida, and employers' liability coverage subject to a limit of no less than \$1,000,000 for bodily injury by accident per accident/\$1,000,000 for bodily injury by disease per employee/\$1,000,000 for bodily injury by disease policy limit.

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class IX, or otherwise approved in advance by Landlord; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Landlord; and (iii) contain an obligation of the insurers to endeavor to notify the Landlord not less than thirty (30) days prior to the termination of any such policy. Landlord shall be named as additional insured on the CGL and automobile liability policies. Tenant shall provide certificates of insurance on Accord Form 25-S on or before the Effective Date and thereafter at times of renewal or changes in coverage or insurer. If (a) the Tenant fails to take out or to keep in force any insurance required hereby or should any such insurance not be approved by Landlord, and (b) the Tenant does not commence and continue to diligently cure such default within two (2) business days after receipt of written notice by the Landlord to Tenant specifying the nature of such default, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Lease. Tenant shall not keep or use in the Building any article that may be prohibited by any fire or casualty insurance policy in force from time to time covering the Building.

5.2 LANDLORD'S INSURANCE. During the Term, Landlord will carry and maintain the following types of insurance: (i) property insurance on the Building covering "All Risks" perils in an amount equal to the full replacement cost of the Building (excluding any property with respect to which the Tenant and other tenants are obliged to insure pursuant to Section 5.1 or similar sections of their respective leases); and (ii) commercial general liability insurance with respect to the Landlord's operations on the Landlord's Property. Landlord may maintain any other commercially reasonable insurance coverages relating to the Building, the Premises or Landlord's operations therein.

5.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS. The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage to all property, whether real, personal or mixed, located in the Premises, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of Sections 5.1 or 5.2. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties



hereto, their respective agents and employees except that it shall not apply to willful misconduct. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 5.3 supersedes any provision to the contrary which may be contained in this Lease.

5.4 **INDEMNIFICATION OF THE PARTIES.** In addition to the other indemnification provisions herein, including the Environmental Indemnification, and except insofar as resulting from Landlord's acts or omissions (i) Tenant shall indemnify Landlord from any loss, damage, personal injury or other claim resulting from the use, construction or maintenance of the Premises by Tenant or its independent contractors, servants, agents, invitees or licensees, and (ii) Tenant agrees to defend Landlord in all legal actions arising against Landlord or the Tenant as a result of the Tenant's use of the Premises or those using the said premises with Tenant's permission. To the extent provided in Section 768.28, Florida Statutes and except for damage or injury caused by the willful or negligent act or omission of Tenant, its agents or employees, Landlord shall indemnify Tenant for and defend Tenant from any loss, damage, personal injury, claim or legal action resulting from Landlord's or its independent contractors, servants, agents, invitees or licensee's acts or omissions. Nothing herein shall be construed to limit or diminish Landlord's sovereign immunity.

6. **DAMAGE, DESTRUCTION AND CONDEMNATION.**

6.1 **DESTRUCTION OR DAMAGE TO PREMISES.** If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Landlord shall have sixty (60) days from such damage or destruction to determine and inform Tenant whether Landlord will restore the Premises to substantially the condition that existed immediately prior to the occurrence of the casualty. If Landlord elects to rebuild, Landlord shall complete such repairs within one hundred and eighty (180) days from the end of the sixty (60) day period. If such repairs have not been completed within that 180-day period, and Tenant desires to terminate the Lease as a result thereof, then Tenant must notify Landlord prior to Landlord's completion of the repairs of Tenant's intention to terminate this Lease. Landlord shall then have thirty (30) days after Landlord's receipt of notice of Tenant's election to terminate to complete such repairs (as evidenced by a certificate of completion). If Landlord does complete such repairs, or provide a reasonable schedule for such completion, prior to the expiration of such ten-day cure period, Tenant shall have no such right to terminate this Lease. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Premises made by Tenant to the condition which existed immediately prior to the occurrence of the casualty. If, in Landlord's reasonable estimation, the Premises cannot be restored within two hundred forty (240) days of such damage or destruction, then either Landlord or Tenant may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given. Until the restoration of the Premises is complete, there shall be an abatement or reduction of Base Rent in the same proportion that the square footage of the Premises so damaged or destroyed and under restoration bears to the total square footage of the Premises, unless the damaging event was caused by the negligence or willful misconduct of Tenant, its employees, officers, agents, licensees, invitees, visitors, customers, concessionaires, assignees, subtenants, contractors or subcontractors, in which event there shall be no such abatement.

6.2 **CONDEMNATION.**



6.2.1 **TOTAL OR PARTIAL TAKING.** If the whole of the Premises (provided that if 60% or more of the Premises are taken, the Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable, in Landlord's reasonable judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable as of the Taking Date, is taken, Base Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

6.2.2 **AWARD.** All compensation awarded or paid upon a total or partial taking of the Premises including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

## 7. **MAINTENANCE AND REPAIRS.**

7.1 **LANDLORD'S OBLIGATIONS.** Landlord shall provide HVAC, electric and plumbing systems in working order. Landlord shall keep the foundation, roof and structural portions of exterior walls of the Building, sidewalks, and parking areas in good order, condition and repair. In addition, but subject nevertheless to any applicable waiver of subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the Premises or Common Areas caused by Tenant's acts or omissions. Landlord shall not be obligated to maintain or repair interior windows, interior doors, or the surfaces of interior walls of the Building. Landlord shall not be obligated to make any repairs under this Section 7.1 until a reasonable time after receipt of a notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs.

## 7.2 **TENANT'S OBLIGATIONS.**

7.2.1 Except as specifically provided to the contrary in Section 7.1 above, Tenant shall, be responsible for all repairs and replacement, throughout the Term and all renewals and extensions thereof, and maintain in good order, condition and repair, the Premises, including but not limited to walls, floors and ceilings, mechanical and electrical systems and equipment, electric light fixtures, bulbs, tubes and tube casings, doors, floor coverings, plumbing system and plumbing fixtures, Tenant's signs and utility facilities not maintained by Landlord. Tenant shall be responsible for cost of repairs to the HVAC system up to and including Five Hundred and No/100 Dollars (\$500.00) per occurrence. Tenant shall, at Tenant's expense, maintain a preventive maintenance contract providing



for the regular inspection (at least quarterly) and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor approved by Landlord. The cost of such preventive maintenance contract shall be paid directly by Tenant. Landlord shall have the right, upon notice to Tenant, to undertake the responsibility for preventive maintenance of any other system or component at Tenant's expense. Tenant shall be responsible for janitorial services and trash removal from the Premises, at Tenant's expense. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace the same, regardless of whether the benefit of such replacement extends beyond the Term. Landlord and Tenant intend that, at all times during the Term, Tenant shall maintain the Premises in an attractive, first class and fully operative condition.

7.2.2 If Tenant fails to maintain and repair the Premises as required by Section 7.2.1, Landlord may, on 10 days' prior notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or repair plus an administration fee equal to 5% of such costs or expenses.

7.3 **CONDITION UPON TERMINATION.** Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in good order, condition and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage that Landlord is required to repair under Section 7.1. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners, or any other heating or air conditioning equipment; fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

## 8. **DEFAULT AND REMEDIES.**

8.1 **DEFAULT BY TENANT.** The following will be events of default by Tenant under this Lease:

(a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease; provided that Landlord shall give Tenant notice of the first two (2) such instances of non-payment in each calendar year of the Term and Tenant shall have a period of ten (10) days after receipt thereof to cure such non-payment before a default shall be deemed to have occurred;

(b) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all or substantially all of the assets of Tenant; the foregoing shall also apply to each party guaranteeing the obligations of Tenant under this Lease (each, a "Guarantor");



- (c) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;
- (d) The filing or imposition of a lien against the Premises as a result of any act or omission of Tenant and the failure of Tenant to satisfy or bond the lien in its entirety within thirty (30) days of notice by Landlord of its filing;
- (e) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;
- (f) Failure to cure the breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; provided, however, that if such breach cannot be cured within such 30-day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of ninety (90) days from the date of Landlord's notice.

8.2 REMEDIES. Upon the occurrence of any event of default set forth in Section 8.1 beyond the expiration of any applicable notice and cure periods provided for herein, Landlord shall be entitled to any one of the following remedies:

- (a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all Rent that is due but unpaid as of the date of dispossession plus all other damages incurred by Landlord as a result of Tenant's breach of the Lease;
- (b) Landlord may elect to repossess the Premises and to relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease; and
- (c) Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

The above remedies shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver.

8.3 ATTORNEY'S FEES. Should either party commence an action against the other to enforce any obligation hereunder or for a determination of its rights or duties hereunder or in connection with or in any way relating to the leased Premises, the prevailing party in such dispute shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in such action from the non-prevailing party.

8.4 WAIVER. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.



8.5 **DEFAULT BY LANDLORD.** In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages, but prior to any such action Tenant will give Landlord notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof. In the event of any breach or default by Landlord of any term or provision of this Lease, Tenant agrees to look solely to the equity or interest then-owned by Landlord in the Building, and in no event shall any deficiency judgment be sought or obtained against Landlord.

9. **PROTECTION OF LENDERS.**

9.1 **SUBORDINATION AND ATTORNMENT.** This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises, or the Building, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement may provide, at the option of such mortgagee or ground lessor, that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises.

9.2 **ESTOPPEL CERTIFICATES.** Within fifteen (15) days of receipt of written request from Landlord, any lender or prospective lender of the Building, or at the request of any purchaser or prospective purchaser of the Building, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, (i) a description of any renewal or expansion options, if any; (ii) the amount of rent currently and actually paid by Tenant under this Lease; (iii) that the Lease is in full force and effect as modified; (iv) Tenant is in possession of the Premises; (v) stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and (vi) stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord.

9.3 **TENANT'S FINANCIAL CONDITION.** Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as are reasonably required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or Guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord all financial statements required by such lender. Tenant represents and warrants to Landlord that each such



financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

10. **TELECOMMUNICATIONS.** All telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All installations of telecommunications equipment and wires shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises, in accordance with rules and regulations adopted by Landlord from time to time. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wire; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors.

Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off telecommunications facilities at any time in the event of emergency and at any time other than normal Building hours as necessary in connection with the operation of the Building or installation of telecommunications equipment for other Tenants of the Building.

Any and all telecommunications equipment installed in the Premises or elsewhere in the Building by or on behalf of Tenant, including wiring or other facilities for telecommunications transmittal, shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost.

In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, no such provider shall be permitted to install its lines or other equipment within the Building without first securing the prior written approval of the Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider.

Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, in or on the Building, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Building, and the other Tenants therein, in a manner similar to the arrangements described in the immediately preceding paragraphs.

In the event that telecommunications equipment, wiring and facilities installed by or at the request of Tenant within the Premises causes interference to equipment used by another party, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to the foregoing specifications.



## 11. MISCELLANEOUS PROVISIONS.

11.1 EASEMENTS AND UTILITY USES: The Landlord reserves all existing easements and utility uses on the leased premises whether or not such easement and uses are recorded.

11.2 SECURITY DEPOSIT. Tenant has on deposit with Landlord a security deposit in the amount of \$2,606.52. The Security Deposit represents security for the faithful performance and observance by Tenant of each and every Term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur: (i) the payment in full of all Rent due pursuant to the Lease; and/or (ii) the repair of any and all damage to the Premises.

11.3 INTERPRETATION. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises or Building with Tenant's expressed or implied permission. This Lease will not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

11.4 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements either oral or otherwise shall be effective unless embodied herein. All amendments to this Lease shall be in writing and signed by Landlord and Tenant. Any other purported amendment shall be void.

11.5 NOTICES. All notices or requests given to or by Landlord or Tenant hereunder shall be in writing, and sent by (a) registered or certified mail, postage prepaid, whereupon the notice or request shall be deemed to have been given or made upon receipt or refusal of receipt by Landlord or Tenant, as the case may be; or (b) delivery (i.e., courier or other hand delivery, or nationally recognized overnight delivery), whereupon the notice or request shall be deemed to have been given or made on the day of delivery or refusal of delivery by Landlord or Tenant, as the case may be. If, in accordance with the foregoing, the day of giving a notice or making a request is Saturday, Sunday, or a legal holiday in the State of Florida, the notice or request involved shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or such a legal holiday.

All notices and requests hereunder given to Landlord shall be addressed as follows:

Canaveral Port Authority



445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920  
Attn.: Director of Real Estate

**With copy to:**

Vice President & General Counsel – same address

or to such other addressees (maximum of three) as Landlord may direct from time to time by written notice to Tenant, given as provided above.

All notices and requests hereunder given to Tenant hereunder shall be addressed as follows:

Inboard Marine Center, LLC  
280 Melbourne Ave  
Merritt Island, FL 32953  
Attn.: President/General Manager

or to such other addressees (maximum of three) as Tenant may direct from time to time by written notice to Landlord, given as provided above.

11.6 RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

11.7 WAIVERS. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

11.8 NO RECORDATION. Landlord and Tenant agree that this Lease shall not be recorded; provided however, upon the request of either party, the other party shall join in the execution of a memorandum of lease for the purpose of recording same. The memorandum of lease shall describe the parties, the Premises, the Term of the Lease and shall incorporate the Lease by reference.

11.9 JOINT AND SEVERAL LIABILITY. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

11.10 FORCE MAJEURE. The performance by either party to this Lease of its obligations (except the payment of Rent or other sums of money) shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner.



Events beyond a party's control include, but are not limited to, acts of the other party, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government action, regulation or restriction (including extraordinary delay in the issuance of any permit, permit approval or building permit inspection) and unusually inclement weather conditions. Events beyond a party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing party, or problems that can be satisfied by the payment of money.

11.11 EXECUTION OF LEASE. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 11.11. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

#### 11.12 AUTHORITY.

11.12.1 TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant, intending that Landlord rely thereon, represents and warrants to Landlord that:

(i) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

(ii) This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

(iii) Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is



not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner

11.12.2 LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

(i) Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

(ii) This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

(iii) Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(iv) The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

11.13 CHOICE OF LAW/VENUE. This Lease shall be governed by the laws of the State of Florida. With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Lease or the services performed under this Lease, the Parties consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida. The Parties waive any objection to the jurisdiction or venue of any such claim or cause of action and waive any objection based upon forum non conveniens or any other law providing for change or transfer of venue.

11.14 COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

11.15 HOLDING OVER. If Tenant remains in possession of the Premises after expiration of the Term without Landlord's written consent and without any express agreement between the parties on an extension of the Term, Tenant shall be a tenant at sufferance as provided in § 83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that Base Rent during the holdover period shall be one hundred fifty percent (150%) of the final payment of Base Rent in effect during the final month of the Term for the first thirty (30) days and two hundred percent (200%) of the Base Rent in effect during the final month of the Term thereafter. In addition to and not limiting any



other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant's possession of the Premises after the expiration of the Term.

11.16 TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

11.17 APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Premises or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Premises nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

11.18 RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

11.19 WAIVER OF TRIAL BY JURY. **LANDLORD AND TENANT EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

11.20 RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and referenced herein shall be deemed to be a part hereof and are hereby incorporated.

11.21 TENANT ASSIGNMENT/SUBLEASE TO A CONTROLLED ENTITY. Landlord and Tenant agree that Landlord's approval is not required for Tenant to transfer, assign or sublet this Lease to a "Controlled Entity" which is at least fifty-one percent (51%) owned or controlled by the Tenant. Tenant will provide written notice to the Landlord within ten (10) days of assignment or sublet, along with a fully executed copy of the Sublease/Assignment/Transfer and will pay Landlord the then-current processing/transaction fee. Any assignment or sublet of this Lease shall require that the assignee or subtenant assume all obligations of Tenant. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant will not be released from any obligation or liability under this Lease following any such assignment or sublease through the end of the term in which the assignment occurred, including any option period. Landlord hereby reserves the right to adjust the Rent to the then-current Port rates, or if the Rent due and payable by any assignee or subtenant under any permitted assignment, sublease or transfer exceeds the Rent payable under this Lease for such space, Lessee will pay to Lessor fifty percent (50%) of such excess Rent within ten (10) days following receipt thereof by Lessee.



11.22 LANDLORD ASSIGNMENT. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

11.23 PRESS RELEASES. Neither Landlord nor Tenant shall issue any press releases relating to this Lease without the prior written consent of the other.

11.24 ABANDONED PREMISES: In the event Tenant will be away from the Premises for more than twenty (20) consecutive days, Tenant agrees to notify Landlord in writing of the absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

Abandonment is defined as absence of the Tenant from the Premises, for at least thirty (30) consecutive days without notice to Landlord. If the Rent is outstanding and unpaid for fourteen (14) calendar days or there is no reasonable evidence other than the presence of the Tenant's personal property, that the Tenant is occupying the Premises, Landlord may at Landlord's option, terminate this agreement and regain possession in the manner prescribed by law. Absence caused by force majeure shall not be deemed abandonment for purposes hereof.

Should Tenant abandon or vacate before the expiration of the Term, Tenant shall be liable for the balance of the rent for the remainder of the Term, less any rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-let the Premises.

By signing this Lease, Tenant agrees that, on surrender or abandonment as defined by Florida statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

[SIGNATURE PAGE(S) FOLLOWS]

**IN WITNESS WHEREOF**, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

**"LANDLORD"**

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

ATTEST: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

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

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of the CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

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

My commission expires: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

Diane Denig  
Name: Diane Denig

Scott Shepard  
Name: Scott Shepard

"TENANT"

**INBOARD MARINE CENTER, LLC**, a  
Florida limited liability corporation

By: Jon N. Naayers

As Its: President

Date: May 10, 2019

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10th day of May, 2019,  
by Jon N. Naayers, as President of Inboard Marine Center, LLC, a Florida limited liability  
corporation, who is known to me personally or produced \_\_\_\_\_ as  
identification.



Diane Denig  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: Diane Denig  
My commission expires: July 5, 2020

**EXHIBIT "A"**  
**Site Plan**

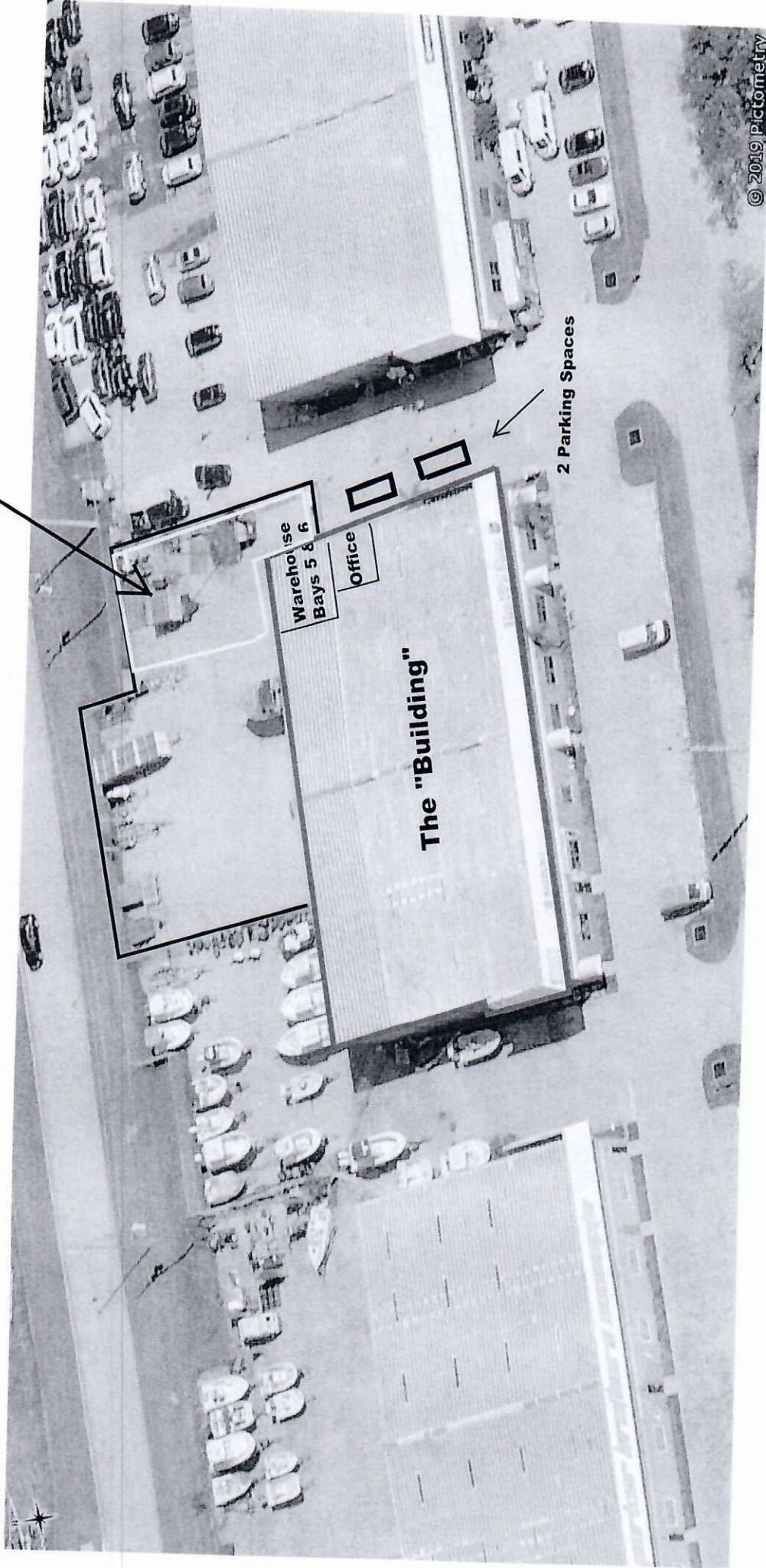


# EXHIBIT "A"

L381-19

## Site Plan

Portion of Fence Lot



LEASE AGREEMENT: INBOARD MARINE CENTER, LLC

NOT TO SCALE



## **MEMORANDUM OF LEASE TERMINATION**

This Memorandum of Lease Termination is executed this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (“Landlord”) and **AMERICAN BOOM AND BARRIER CORPORATION**, a Florida corporation, (“Tenant”).

### **RECITALS**

WHEREAS, Landlord and Tenant entered into that certain Three Year Lease Agreement dated December 6, 2017 related to certain property situated in Brevard County, Florida more particularly described as 720 Mullet Road, Unit M, Cape Canaveral, FL 32920 containing approximately 7,000 square feet (6,250 square feet of warehouse space, 750 square feet of office space), and the fenced, paved lot directly behind the warehouse (collectively the “Premises”); and

WHEREAS, Landlord and Tenant desire to acknowledge the termination of said Lease.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby acknowledge the following:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Lease.** In accordance with section 7.3 of the Lease, the Lease is terminated effective May 22, 2019.
3. **Notice.** This Memorandum is being executed by the parties solely to provide notice of the termination of the interest of Tenant in the Premises.
4. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

**(signature pages to follow)**

IN WITNESS WHEREOF, the Parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**“LANDLORD”**

**CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida

By: \_\_\_\_\_  
Micah Loyd, Chairman

ATTEST: \_\_\_\_\_  
Robert Harvey, Secretary/Treasurer

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

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Micah Loyd and Robert Harvey, as Chairman and Secretary/Treasurer, respectively, of the CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**“TENANT”**

**AMERICAN BOOM & BARRIER  
CORPORATION.**, a Florida corporation

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

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

Name: Jon N. Naayers

As Its: President

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Jon N. Naayers, as President of AMERICAN BOOM & BARRIER CORPORATION., a Florida corporation, who is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

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

My commission expires: \_\_\_\_\_

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.E
Department:	Real Estate
Requested Action:	Consideration of approving a Purchase Order to Rush Construction under their Landside CM Continuing Contract for the buildout and renovation to be made at 405 Atlantis Rd, Building B, Unit B112. At the January 23, 2019 Board meeting, Commission approved a total NTE amount of \$120,000 for these capital improvements. (Scott Shepard)
<p><b>Summary Explanation &amp; Background:</b></p> <p>At the January 23, 2019 Commission meeting, the Board approved a Four and One-Half (4-1/2) Year with Flexboat USA Holdings, LLC for the lease of 5500 sf of warehouse space at 405 Atlantis Road, Unit B112. As a condition of the lease, the Port agreed to make certain capital improvements to the space and the Board approved an amount not to exceed \$120,000.</p> <p>Staff recommends approval of issuing a Purchase Order to Rush Construction in the amount of \$119,965 for the purpose of capital improvements as listed on the attached proposal.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total NTE amount of \$120,000 is included in the FY19 Capital budget and no change is required. [Budget item 2075 – Maritime Center and Tenant Improvements]

Attachments:

[RE\\_E\\_RUSH\\_405 Atlantis Road Warehouse Proposal.pdf](#)





**RUSH CONSTRUCTION INC**  
General Contractors, Design/Build  
Construction Managers

6285 VectorSpace Blvd.  
Titusville, FL 32780  
Voice 321.267.8100  
Fax 321.267.9944  
www.rushinc.com

May 14, 2019

Mr. Scott Shepard, CCIM  
Director – Real Estate  
Canaveral Port Authority  
445 Challenger Road, Suite 301  
Cape Canaveral, FL 32920

Re: 405 Atlantis Road Design/ Build  
REVISION 3- Phase 1 Design Proposal & Phase 1 Construction Conceptual Budget

RUSH Construction, Inc. (RUSH) has reviewed your request and is pleased to present our proposal response for your consideration. Our price is based on our continuing service contract terms.

**Total Amount for Design: \$ 10,813.00 (Ten thousand, Eight hundred Thirteen & 00/100 Dollars).**

**Conceptual Construction Budget: \$109,152.00 (One Hundred Nine thousand, One hundred Fifty-two & 00/100 Dollars).**

*Please see the Basis of Bid on the following pages for additional information and qualifications.*

If you should have any questions and/or require additional information, please feel free to contact us at your earliest convenience.

Respectfully Submitted,

*Conrad Wilson*

**Conrad Wilson / Estimator  
RUSH Construction, Inc.**

**Integrity Since 1984**



**Subject: Basis of Bid Proposal**  
405 Atlantis Road Design/ Build  
Phase 1 Design Proposal & Construction GM

RUSH Construction, Inc. (RUSH) is pleased to offer the following "Basis of Bid" statement of Clarifications and/or qualifications pertaining to our proposal:

**DESIGN SCOPE OF WORK:**

- Work with Canaveral Port Authority to determine initial design components including:
  - Structural modifications to existing steel girders for new door openings
  - Structural concrete ramps to new doors
  - Includes necessary fire alarm and electrical changes
  - One Hour Demising Wall 110LF
  - Includes architectural and structural design for 2<sup>nd</sup> FL window in adjacent building.
- Generate construction drawings setting forth the architectural, structural, and MEP requirements in sufficient detail to obtain a building permit from the Canaveral Port Authority.

**CONCEPTUAL CONSTRUCTION SCOPE OF WORK:**

- **WORK TO BE PERFORMED AFTER DESIGN DOCUMENTS ARE COMPLETED, PRICING UPDATED AS REQUIRED AFTER REVIEW OF DESIGN DOCUMENTS, AND PERMIT ISSUED.**
- **THIS CONCEPTUAL BUDGET IS PROVIDED BASED ON THE PROJECT SCOPE NARRATIVE. THERE ARE NO PROVISIONS FOR ADDED SCOPE PER THE OWNER AND / OR PERMIT REVIEW COMMENTS.**
- Demo exterior wall as required and create new structural openings for doors.
- Relocate Structural Cross Bracing.
- Provide and install (1) 14' wide x 16' high manual roll up door.
- Provide and install (1) 16' wide x 16' high motor operated roll up door.
- Provide and install (1) 3'0"x7'0" egress door.
- Rework electrical and fire alarm as needed to route around new openings.
- Provide power to new overhead door motor.
- Separate the lighting circuits on each side of the new demising wall.
- Provide and install (1) new exit sign/ emergency light at new egress door.
- Provide and install (1) new fire pull station at new egress door.
- Demo concrete at the back of the building and pour new ramps to the new exterior doors
- Install and Paint a 110'L x 27'H one-hour fire demising wall.
- Install fire damper in existing ductwork at new demising wall.

**QUALIFICATIONS:**

1. Our proposal is based on normal working hours, Monday through Friday.
2. A/E design fees for permit documents are included as a separate cost.
3. The construction of the 2<sup>nd</sup> FL window in the adjacent building is included in the design scope but not included in the construction scope.
4. Building Permit fee is included and is assumed to be handled as a pass-through cost. See Bid Summary.
5. This proposal does not include any contingency.
6. Building permit submission and administration is included in this proposal.
7. Full time RUSH supervision is included during all work activities on site.
8. Removal of all debris generated by RUSH construction activity is included.
9. Builders Risk and any other special insurance are not included in this proposal.
10. Performance & Payment Bond is not included in this proposal.
11. The cost of removal of any hazardous materials is excluded from this proposal.
12. Our proposal includes only the scope of work as indicated above.

**End of Document**

## CPA- 405 Atlantis Road Warehouse PHASE 1

REVISED- Design Services/ Conceptual Construction  
Budget

Location: Port Canaveral, FL

EST. NO. 18-83

BID DATE: 5/13/2019

BID TIME: 3:00 P.M.

\$109,152

5,500

\$19.85



RUSH Construction, INC  
6285 VectorSpace Blvd  
Titusville, FL 32780  
M.(321) 403-2734 Conrad Wilson- cwilson@rushinc.com  
P.(321) 267-8100  
[www.rushinc.com](http://www.rushinc.com)

www.rushinc.com

TAB	DIVISION OF WORK	DESIGN	CONSTRUCTION CONCEPTUAL BUDGET	LIST OF SUBCONTRACTORS	
1	GENERAL CONDITIONS	01	\$1,824	\$17,729	RUSH
1	A/E DESIGN FEES	01	\$7,800	\$250	Allen Kiesel Architecture
2	SITE CONDITIONS/DEMOLITION	02		\$0	
3	CONCRETE	03		\$5,484	Brevard Concrete Paving
4	MASONRY	04		\$0	
5	METALS	05		\$12,800	Iron Worx
6	CARPENTRY/MILLWORK	06		\$0	
7	THERM. & MOIST. PROT.	07		\$0	
8	DOORS & WINDOWS	08		\$22,750	Overhead Door Co.
9	FRAMING & DRYWALL	09		\$21,385	Gulick
10	STUCCO	09		\$0	
11	FLOORCOVERINGS	09		\$0	
12	ACOUSTICAL CEILINGS	09		\$0	
13	PAINTING	09		\$6,041	Division 9
14	SPECIALTIES	10		\$0	
15	CONVEYING SYS. - ELEVATOR	14		\$0	
21	FIRE PROTECTION	21		\$0	
22	PLUMBING	22		\$0	
23	MECHANICAL	23		\$1,280	H&D Mechanical
26	ELECTRICAL	26		\$7,998	Craftsmen & Dynafire
27	TECHNOLOGY & SECURITY	27		\$0	
31	EXTERIOR IMPROVEMENTS	31		\$0	
TOTALS			\$9,624	\$95,718	
	Bldg Permit	1.50%	\$0	\$1,436	PASS-THRU COST
	SUBTOTAL		\$9,624	\$97,153	
	OVERHEAD	7.00%	\$674	\$6,801	
	SUBTOTAL		\$10,298	\$103,954	
	FEE	5.00%	\$515	\$5,198	
	SUBTOTAL		\$10,813	\$109,152	
	BOND %	1.00%	\$0	\$0	
	TOTAL		\$10,813	\$109,152	
	CONTINGENCY	0%		\$0	
	GRAND TOTAL		\$10,813	\$109,152	\$119,964
			Design	Constr.	TOTAL

RUSH FORM 99A (1/98) : EX

Fee Structure	O.H.	PROFIT
Les Than \$10,000	9%	5%
\$10,000 to \$50,000	8%	5%
\$50,000 to \$250,000	7%	5%
\$250,000 to \$500,000	6%	5%
\$500,000 and UP	4%	5%

**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	6.A
Department:	Recreation
Requested Action:	Consideration of approving the multi-day event for the dates of October 11, 2019 - October 13, 2019, for the East Coast Boat Show to be held at Port Canaveral. These dates have been reviewed and approved by the Events Committee. Per the new Event Policy all multi-day events require final approval by the Commission. The Port has hosted this event for the past 3 years. (Tara Ruch/Amanda Brailsford-Urbina )
<b>Summary Explanation &amp; Background:</b> Background: This will be a 4 day event including staging and strike. The event will start staging on Thursday with Friday, Saturday, & Sunday the Boat Show. They will have live music, vendors, F & B Sales on the lawn in front of the ET as well as in the tenant parking lot.  Thursday • October 10, 2019 • Set Up Friday, October 11th – 13th, 2019 • 9am-7pm • Boat Show  Event Fee paid to the Port: \$4,600  Special Event Committee approved event on April 25, 2019.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

**Attachments:**[6.A Cover Page.pdf](#)[20191011\\_Boat Show.pdf](#)



**Meeting Date**

May 22, 2019

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.A
Department:	Recreation
Requested Action:	Consideration of approving the multi-day event for the dates of October 11, 2019 - October 13, 2019, for the East Coast Boat Show to be held at Port Canaveral. These dates have been reviewed and approved by the Events Committee. Per the new Event Policy all multi-day events require final approval by the Commission. The Port has hosted this event for the past 3 years. (Tara Ruch/Amanda Brailsford-Urbina )
<b>Summary Explanation &amp; Background:</b> Background: This will be a 4 day event including staging and strike. The event will start staging on Thursday with Friday, Saturday, & Sunday the Boat Show. They will have live music, vendors, F & B Sales on the lawn in front of the ET as well as in the tenant parking lot.  Thursday • October 10, 2019 • Set Up Friday, October 11th – 13th, 2019 • 9am-7pm • Boat Show  Event Fee paid to the Port: \$4,600  Special Event Committee approved event on April 25, 2019.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[20191011\\_Boat Show.pdf](#)







## Special Event Request Form

Special Event requests shall only be accepted during the following times each year:  
**March 1-31 and September 1-30.**

All requests must be submitted at least 90 days (120 days for events exceeding 1,000 attendees) in advance of the event and may be made up to 12 months in advance.

<b>PROPOSED EVENT:</b>	Canaveral Boat Show	<b>EVENT DATE(S):</b>	10.11-10.13
<b>EVENT LOCATION:</b>	Tower Area	<b>EVENT TIME:</b>	9-7
<b>ORGANIZATION NAME:</b>	Space Coast Super Boat LLC	<b>ORGANIZATION TYPE:</b>	<input type="checkbox"/> Private <input checked="" type="checkbox"/> Family <input type="checkbox"/> Government <input type="checkbox"/> Charitable
<b>APPLICANT CONTACT INFO:</b>			
<b>APPLICANT NAME:</b>	Kerry Bartlett	<b>PHONE:</b>	321-863-5228
<b>TITLE:</b>	Director	<b>EMAIL:</b>	

<b>EVENT DETAILS:</b>	
<b>HAS YOUR ORGANIZATION PREVIOUSLY HELD AN EVENT ON PORT CANAVERAL PROPERTY?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 2010-2018
<b>IS THIS A MULTI-DAY EVENT?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Note: Multi-Day Special Events require approval by CPA Board of Commissioners.
<b>IS THIS EVENT OPEN TO THE PUBLIC?</b>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>AUDIENCE DEMOGRAPHICS</b>	<input checked="" type="checkbox"/> Youth <input checked="" type="checkbox"/> Seniors <input checked="" type="checkbox"/> Men <input checked="" type="checkbox"/> Women <input type="checkbox"/> Under-served <input type="checkbox"/> Business Leaders <input type="checkbox"/> Other All
<b>ESTIMATED ATTENDANCE PER DAY:</b> (max not to exceed 5,000 attendees)	700-1000 Numbers only; enter "0" if not applicable
<b>TICKET PRICING:</b>	\$5
<b>PROGRAM OR EVENT BUDGET DETAILS:</b> (ATTACH BUDGET)	
<b>GROUPS YEARLY BUDGET, INCLUDING FUNDRAISING INITIATIVES</b> (ATTACH BUDGET):	

**BRIEF DESCRIPTION OF REQUEST:** Please provide ALL event details from scheduled entertainment to type of vendors onsite. We encourage you to attach additional documents, proposals, or information you feel would be helpful in our evaluation (include any equipment or additional services being requested from CPA in your description).

Boat Show. New & Used

<b>WEATHER PROVISIONS:</b>	Rain or Shine
<b>PARKING PLAN:</b>	Grass field

**NOTE:** An approval of an event does not indicate waiver of fees. All requests are subject to availability. The Application Fee is non-refundable. All requests will be considered tentative until such time as the requester has paid the required fees and has received a Special Event Permit approved by the Port Director/CEO or his/her designee.

The information on this form is being collected for the purpose of evaluating the Special Event request. The information will become public information once it is submitted as provided in Florida Statute 119. Questions regarding the collection of this information can be directed to the Records Manager at (321) 783-7831 Ext. 223.



## Special Event Request Form

### DEFENSE AND INDEMNIFICATION

Applicant shall defend, indemnify, and hold harmless Canaveral Port Authority, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the project funded pursuant to this application. Applicant's obligation to defend, indemnify, and hold the Canaveral Port Authority, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Applicant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Applicant, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone whose acts or omissions any of them may be liable. Applicant's obligation to defend, indemnify, and hold the Canaveral Port Authority, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement for Applicant to procure and maintain policy of insurance.

**Section 837.06 F.S., False official statements.** – Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, F.S.

Signature

*Kary Bartlett*

Date

8-25-19

*Kary Bartlett*

Name/Title of Authorized Agent

Return this completed application, with all supporting material attached to:

SpecialEvents@portcanaveral.com  
SpecialEvents@portcanaveral.com

*Committee evaluates using criteria in Policy # POL-2016-001-REC-3*

### INTERNAL USE ONLY

PROPOSED REVENUE:

STAFF RECOMMENDATIONS:

Canaveral Port Authority | 445 Challenger Road, Suite 301 | Cape Canaveral, FL 32920

