



**COMMISSIONERS
of the
PORT OF PALM BEACH DISTRICT**

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THIS OFFICE, ONE EAST 11TH STREET, SUITE 600, RIVIERA BEACH, FLORIDA 33404 - 6921 (561-842-4201).

**Port of Palm Beach Commission Regular Meeting
4:00 PM**

**Thursday, August 15, 2024
One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921**

- THIS MEETING IS OPEN TO THE PUBLIC -

**Chair Wayne M. Richards
Vice-Chair Deandre J. Poole - Secretary/Treasurer Blair J. Ciklin
Commissioner Jean L. Enright
Commissioner Varisa Lall Dass
Executive Director Michael Meekins
Port Attorney John J. Fumero**

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

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

A. CALL TO ORDER / ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ADDITIONS, DELETIONS AND REORGANIZATIONS OF THE AGENDA

D. APPROVAL OF AGENDA

E. APPROVAL OF THE MINUTES

E.1. [Approval of the Minutes](#)

Suggested Action: The Port of Palm Beach Commission is respectfully requested to review and approve the minutes from the July 18, 2024, Port of Palm Beach Commission Regular Meeting.

F. PRESENTATIONS AND ANNOUNCEMENTS

F.1. [Employee Service Award to Jackelin Machado](#)

Suggested Action: Jackelin Machado will be recognized for twenty years of service at the Port of Palm Beach.

G. CONSENT AGENDA

G.1. [Financial Statements for the month ended June 30, 2024 \(FY24\)](#)

Suggested Action: Motion to approve Financial Statements for the month ended June 30, 2024 (FY24).

G.2. [Financial/Operation Performance Reports for the Month ended June 30, 2024 \(FY24\)](#)

Suggested Action: Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended June 2024 (FY24).

G.3. [Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for June 2024 \(FY24\)](#)

Suggested Action: Motion to approve the Cash and Investment Balances, MARAD & FDOT Seaport Grants Status and American Express Monthly Statement of Charges – June 2024 (FY2024).

G.4. [Check Signing Policy and Procedures - Resolution No. 2024-09](#)

Suggested Action: The Board of Commissioners is respectfully requested to adopt the resolution No. 2024-09 to change check signing policies and procedures.

G.5. [Active Contract Report](#)

Suggested Action: Informational item only.

G.6. [Ratification of the Renewal of the Interlocal Agreement with Palm Beach County for Comprehensive Radio Repair Services](#)

Suggested Action: Approval of motion to ratify the renewal of the Interlocal Agreement

with Palm Beach County for Comprehensive Radio Repair Services.

G.7. [Amendment to 2022 RSBC Real Estate LLLP dba Safe Harbor Marinas Rybovich \(RSBC\) Foreign Trade Zone Operator Agreement](#)

Suggested Action: The Board is respectfully requested to ratify/approve and authorize the Executive Director to sign the Amendment to 2022 RSBC Real Estate LLLP dba Safe Harbor Marinas Rybovich (RSBC) Operator Agreement.

G.8. [Business Development & Commissioner Community Outreach](#)

Suggested Action: Port staff respectfully requests consideration and ratification/approval for purchasing of listed event tickets and donations/sponsorships.

G.9. [Public Relations & Marketing](#)

Suggested Action: Informational item only.

H. DISTRICT REPORTS

H.1. [Executive Director's Report](#)

Suggested Action: Informational item only.

H.2. [Governmental Affairs Report](#)

Suggested Action: Informational item only.

H.3. [Commissioner Reports](#)

Suggested Action: Informational item only.

I. OLD BUSINESS

J. NEW BUSINESS

J.1. [Consideration and execution of three \(3\) Separate Settlement Agreements to resolve ongoing Circuit Court proceedings, as explained below.](#)

Suggested Action: Consideration and execution of Three (3) Separate Settlement Agreements in Fraudulent Transfer Proceedings Supplementary (Palm Beach County Circuit Court Case No. 50-2023-CA-010481-XXXX-MB), arising from Port of Palm Beach District v. Teeters Agency & Stevedoring, Inc., and Monarch Shipping Co., Ltd ((the "Main Case") (No. 50-2022-CA-3940-XXXX-MB).

K. COMMENTS FROM THE PUBLIC

L. COMMENTS FROM THE PORT OF PALM BEACH COMMISSION

M. SET NEXT MEETING DATE

Port of Palm Beach Commission Regular Meeting, Thursday, September 19, 2024 - 4:00 p.m.

N. ADJOURNMENT

NOTE: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION MADE BY THE BOARD OF COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE OR SHE NEEDS TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE ITEMS LISTED FOR THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL NOT BE DISCUSSED UNLESS A COMMISSIONER DESIRES TO DISCUSS AND, IN THAT CASE, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND DISCUSSED PRIOR TO THE REGULAR AGENDA ITEMS.

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Jackelin Machado

Submitting Department: Clerk's Office

Item Type: Minutes

Agenda Section: APPROVAL OF THE MINUTES

Subject:

Approval of the Minutes

Suggested Action:

The Port of Palm Beach Commission is respectfully requested to review and approve the minutes from the July 18, 2024, Port of Palm Beach Commission Regular Meeting.

Background:

The Minutes from the July 18, 2024, Port of Palm Beach Commission Regular Meeting are attached for your review.

Financial Impact:

No

Financial Impact Details:

Additional Information Attached:

Yes

Action Taken:

Attachments:

[July 18, 2024 Board Meeting Minutes](#)

BOARD OF COMMISSIONERS OF THE PORT OF PALM BEACH DISTRICT



**In the Matter of
PORT OF PALM BEACH DISTRICT**

**Regular Board of Commissioners Meeting
Action/Summary Minutes
Thursday, July 18, 2024**

**One East 11th Street - 6th Floor.
Riviera Beach, Florida · 33404-6921**

**Meeting start time - 4:00 PM
Meeting Adjournment time- 5:22 PM**

I certify that the foregoing proceedings and that the action/summary minutes is a true and complete record of my notes.

Jackelin Machado – District Clerk

A. CALL TO ORDER/ROLL CALL

- Chair Richards called the meeting to order at 4:00 PM and led the Pledge to the Flag.
- Roll Call conducted by the District Clerk

Roll Call (Present):

Chair- Wayne M. Richards

Vice-Chair- Deandre J. Poole

Secretary/Treasurer- Blair J. Ciklin

Commissioner- Jean L. Enright

Commissioner- Varisa Lall Dass

Executive Director- Michael Meekins

Port Attorney- Gregory Hyden

Roll Call (Absent): *N/A*

B. PLEDGE OF ALLEGIANCE – *Performed*

- Chair Wayne Richards reminded audience about the Civility and Decorum procedure for the meeting.

C. ADDITIONS, DELETIONS AND REORGANIZATIONS OF THE AGENDA

N/A

D. APPROVAL OF THE AGENDA

Motion by: *Secretary/Treasurer – Blair J. Ciklin*

Second by: *Vice Chair – Deandre J. Poole*

Board Discussion: *None*

Vote: Motion carried *5/0*

E. APPROVAL OF THE MINUTES

Motion by: *Secretary/Treasurer – Blair J. Ciklin*

Second by: *Vice Chair – Deandre J. Poole*

Board Discussion: *None*

Vote: Motion carried *5/0*

F. PRESENTATIONS AND ANNOUNCEMENTS

F.1. 2024 Summer Internship Program Closing Ceremony

Suggested Action: The Commission is respectfully requested to award and present the 2024 internship participants with a certificate of completion.

- The seven 2024 internship participants were awarded and presented with a certificate of completion by the Commission and Executive Director.
- Chairman Richards stated that the 2024 internship program was phenomenal and thanked Executive Director Michael Meekins for leading it.
- Commissioner Lall Dass thanked the tenants for participating in with the internship program.

Full presentation can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

G. CONSENT AGENDA

Motion by: Commissioner – Jean L. Enright

Second by: Vice-Chair – Deandre J. Poole

Board Discussion: G.8. Greyson Technologies – Artic Wolf Detection Response Software and Support and Managed Risk Agreement Renewal

Vote: Motion carried 5/0

Full discussion can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

G.1. Financial Statements for the month ended April 30, 2024 (FY 2024)

Suggested Action: Motion to approve Financial Statements for the month ended April 30, 2024 (FY24).

G.2. Financial Statements for the month ended May 31, 2024 (FY 2024)

Suggested Action: Motion to approve Financial Statements for the month ended May 31, 2024 (FY24).

G.3. Financial/Operation Performance Reports for the Month ended April 30, 2024 (FY24)

Suggested Action: Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended April 2024 (FY24).

G.4. Financial/Operation Performance Reports for the Month ended May 31, 2024 (FY24)

Suggested Action: Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended May 2024 (FY24).

G.5. Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for April 2024 (FY24)

Suggested Action: Motion to approve the Cash and Investments Balances, MARAD & FDOT Seaport Grants Status and American Express Monthly Statement of Charges – April 2024 (FY2024).

G.6. Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for May 2024 (FY24)

Suggested Action: Motion to approve the Cash and Investments Balances, MARAD & FDOT Seaport Grants Status and American Express Monthly Statement of Charges – May 2024 (FY2024).

G.7. Active Contract Report

Suggested Action: Informational item only.

G.8. Greyson Technologies – Artic Wolf Detection Response Software and Support and Managed Risk Agreement Renewal

Suggested Action: Motion to approve a one-year extension with Greyson for the Artic Wolf managed detection response software and support and managed risk agreement, in the amount of \$42,370.85.

- Executive Director Michael Meekins answered Commissioner Jean Enright's questions regarding the frequency of this expense and requested a final amount of money received from the insurance claim related to last year's IT event.

G.9. Business Development & Commissioner Community Outreach

Suggested Action: Port staff respectfully requests consideration and ratification/approval for purchasing of listed event tickets and donations/sponsorships.

G.10. Public Relations and Marketing

Suggested Action: Informational item only.

H. DISTRICT REPORTS

H.1. Executive Director's Report

Suggested Action: Informational item only.

Presented by Executive Director Michael Meekins.

- Executive Director Michael Meekins introduced the Port's new Director of Finance James Voyer. Mr. Voyer introduced himself to the Commission and stated some facts about himself and his experience in finance.
- Mr. Meekins announced that in the next three years SeaDream Yachts, a very high line yacht cruise line company, will be operating from the Port of Palm Beach to the Caribbean and will only operate seasonally. In 2025 and 2026, they will have three full turns (round trips).and in 2027 they will have four full turns (round trips). At the moment, they have two high end vessels sailing with a capacity of over 100 passengers.
- The contract for the Port Infrastructure Development Project (PIDP) has been signed and the engineering design is in process.
- Mr. Meekins presented Mr. Donta Smith as the new Foreman for the Facilities department.
- Michael Meekins notified the Commission that the Riviera Beach Police Department has officially appointed him to its Board of Directors and will be attending their next board meeting in Pensacola.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

H.2. Governmental Affairs Report

Suggested Action: Informational item only.

- No report.

H.3. Commissioner Reports

Suggested Action: Informational item only.

- Commissioner Enright reported that she attended John Gary's, former Port of Palm Beach Attorney, wake and stated that his family was very happy to see someone from the Port attend.
- Commissioner Lall Dass wanted to commend Executive Director Michael Meekins for working diligently with the Business Development Board of Palm Beach County and their efforts to retain more warehouse space.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

I. OLD BUSINESS

I.1. Litigation Update - Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.

Suggested Action: Port Attorney to provide an update on the Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.

- Attorney Gregory Hyden attended in place of Port Attorney John Fumero. He notified the Commission that both parties have come to an agreement in principle with the Port of Palm Beach and they are working through some last-minute edits.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

J. NEW BUSINESS

J.1. 2024 Tax Levy Resolution – Resolution No. 2024-08

Suggested Action: Motion to adopt Resolution No. 2024-08 to not levy Ad Valorem taxes upon the real and personal taxable property of the District for the year 2024.

Motion by: Commissioner – Jean L. Enright

Second by: Vice-Chair – Deandre J. Poole

Board Discussion: There was a discussion about the details of Port Charter regarding the authority to levy ad valorem tax.

Vote: Motion carried 5/0

Full discussion can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

J.2. Port of Palm Beach District Tariff #24-C and Freight/Rail Tariff #8016-C

Suggested Action: Motion to approve and adopt Tariff #24-C and Freight/Rail Tariff #8016-C as presented, with an effective date of October 1, 2024.

- A brief overview was presented by Director of Contract Compliance and Tenant Relations, Tacaria Anderson Jones.

Motion by: Commissioner – Jean L. Enright

Second by: Vice-Chair – Deandre J. Poole

Board Discussion: None

Vote: Motion carried 5/0

Full presentation can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

J.3. Request for Disposal of Teeters Equipment

Suggested Action: Motion to approve staff to dispose of Teeters equipment.

Motion by: Commissioner – Jean L. Enright

Second by: Commissioner – Varisa Lall Dass

Board Discussion: The Board approved the disposal of the equipment subject to council signing off on every single item to be disposed.

Vote: Motion carried 5/0

J.4. PIDP Project FPL Undergrounding FPL Utilities

Suggested Action: Motion to approve FPL Work Order in the not-to-exceed amount of \$400,000. Also request permission for the Executive Director to negotiate and have approval authority to sign any easements required to keep this work progressing.

Motion by: Secretary/Treasurer – Blair J. Ciklin

Second by: Commissioner – Varisa Lall Dass

Board Discussion: Executive Director clarified that Florida Power & Light - FPL will do the job.

Vote: Motion carried 5/0

J.5. Salary Survey Data Presentation

Suggested Action: Informational item only.

- Item introduced by Deputy Director of Operations & Administration, Beatrice Greffin and presented by Human Resources and Risk Management Manager, Raquel Rivera.
- The Commission commented on the presentation and thanked Human Resources and Risk Management Manager, Raquel Rivera for the work.
- The Commission recognized the difficulty to find a comparable Port and agreed that Port Manatee is comparable in size and revenue as well as they are the closes one.
- Executive Director Meekins reminded the Commission that the Budget Workshop will take place next month and it will address some of the findings of the study, including Union employees.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

At 4:54 pm Chair Richards called for a recess. The meeting reconvened at 5:00 pm.

K. COMMENTS FROM THE PUBLIC

Comments from Mary Braham and Jeffrey Jackson on the closed item J-5 Salary Survey Data Presentation.

Ronald Coddington, Kelly Fleury, Roderick Clarke, Margaret Shepherd and Mary Braham also made comments during the public comment period.

Full comments can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

L. COMMENTS FROM THE PORT OF PALM BEACH COMMISSION

- Comments from Commissioner Varisa Lall Dass regarding recent Job fair and thanked Port tenant for support,
- Commissioner Jean Enright thanked Human Resources and Risk Management Manager Raquel Rivera, for the outstanding Salary Survey Data Presentation.
- Chair Wayne Richards thanked the board for always being respectful to each other. Also thanked staff and participants for being good citizens and stated, "At the Port of Palm Beach, we do pride ourselves for being civil and take care of business."

Full comments can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

M. SET NEXT MEETING DATE

*Port of Palm Beach Commission Budget Workshop Meeting - Thursday, August 15, 2024 - 3:00 p.m.
Port of Palm Beach Commission Regular Meeting – Thursday, August 15, 2024 – Immediately after the 3:00 p.m. Budget Workshop.*

N. ADJOURNMENT

Adjourned at 5:22 P.M.

Additional Annotations: The July 18, 2024, Regular Board of Commissioners Audio Recording can be found on the Port of Palm Beach District Website: www.portofpalmbeach.com under the commission Tab / Agenda & Minutes.



Regular Board of Commissioners Meeting-Action/Summary Minutes for Thursday, July 18, 2024,
Reviewed by

Michael Meekins, Port Executive Director

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Michael Meekins

Submitting Department: Executive Office

Item Type: Service Award

Agenda Section: PRESENTATIONS AND ANNOUNCEMENTS

Subject:

Employee Service Award to Jackelin Machado

Suggested Action:

Jackelin Machado will be recognized for twenty years of service at the Port of Palm Beach.

Background:

Jackelin Machado joined the district in 2004 as an Office Worker and has since worked across various departments. While at the Port, she completed her Bachelor of Science in Business Administration and her Master's in Financial Valuation and Investment Management, both from Lynn University. She also earned the Certified Municipal Clerk designation and recently achieved the Master Municipal Clerk status.

In 2023, Jackie was promoted to District Clerk and Senior Manager of Administration. She now oversees the administration and maintenance of the District's records, conducts research, and provides insights on commodities, markets, and the industry. Additionally, she serves as the Port's Foreign Trade Zone Administrator.

Financial Impact:

No

Financial Impact Details:

Additional Information Attached:

No

Action Taken:

Attachments:

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Daniel Kirchman

Submitting Department: Finance

Item Type: Financial Statement

Agenda Section: CONSENT AGENDA

Subject:

Financial Statements for the month ended June 30, 2024 (FY24)

Suggested Action:

Motion to approve Financial Statements for the month ended June 30, 2024 (FY24).

Background:

Provided are the Financial Summary Flash Report and Charts; Statement of Net Position; Schedule of Revenues and Expenses – Actual and Budget; and Analysis of Expenses – (by category & department) – Actual and Budget by month and year to date, for the month ended June 30, 2024 (FY24).

The nine months ended June 30, 2024 (FY24):

Net Operating Revenues were approximately \$16.99M, an increase from the prior actual FY23 by approximately \$1.63M or 10.6% and the FY24 budget by \$549.3K, or 3.3%. This is primarily due to higher volumes of cargo tonnage, primarily asphalt, molasses, sugar and bulk cement, (wharfage and dockage revenues) and parking.

Net cruise line passengers and parking revenues were approximately \$3.49M, an increase of approximately \$249.5K versus prior FY23 or 7.7%, primarily due to parking moving from two-day to three-day, minimum, and a decrease of approximately \$294.8K or 7.8% versus FY24 budget. The FY24 YTD passenger counts were 295.5K versus the budgeted counts of 305.2K, a decrease of 9.7K or 3.2%. The FY24 passenger counts are budgeted at 409K/yr. or an average of 34.1K/mo. The peak cruise season runs from March through August, however, due to the cruise line changing the itinerary and sailing days for August and September 2024, the current decrease is not expected to be made up, and the Port is projecting a budget deficit of up to approximately 13%. Due to adverse weather, the cruise line missed one sailing in December causing a loss of approximately 1.9K passengers or \$27.47K in cruise and parking revenue.

Cargo revenue was approximately \$8.75M, an increase of approximately \$1.14M or 15.0% versus prior FY23, and \$954K or 12.2% compared to the FY24 budget, primarily from asphalt, bulk cement, molasses, sugar and minimum annual guarantees.

Rent revenue was \$4.74M an increase of \$236.8K or 5.3% to prior FY23, primarily due to increases from Tropical Shipping, Cemex (new appraisal) and additional space assignments. However, there is a slight decrease of \$110.2K or 2.3% compared to the FY24 budget, primarily from a canceled Haitian vehicle shipment operation and vacant Teeters property. However, the Teeters vacant lands will be available to a new or current tenant in the fourth quarter of FY24 and the Haitian cargo land is currently being utilized.

Operating Expenses are under budget (favorable) by approximately \$164.4K or 1.8% primarily due to reduced property/liability insurance, repairs & maintenance, and trade development that offset increases in legal fees, water/sewer utilities usage, and contract security. The Port has accrued estimated PTO (compensated

absences) at \$300K and the FRS net pension liability at \$600K for the first time to better reflect the monthly financial statement impact instead of a onetime amount in the audited financial statements well after the end of the fiscal year. These amounts were not budgeted in FY24 but will be in FY25. The unbudgeted PTO and FRS pension amounts of 514.29K are in the salaries and benefits expenses through YTD 06-30-24.

Operating Margin (YTD FY24), which is net operating revenues less direct operating expenses, is 46.8. Operating Margin is a key financial indicator as it illustrates efficiency in the Port's operation by matching direct expenditures to revenues generated. Management's goal is to achieve a constant operating efficiency in excess of 50% for FY24 and future years.

The Port's net income is approximately \$5.47M versus the budgeted amount of \$3.84M, a favorable increase of \$1.63M or 42.4% due primarily to operating revenue increases, and expense decreases as noted above.

Investment income earnings. Management continues to invest Port's excess cash in a U.S. Government backed money market mutual fund, which has netted a FY24 YTD budget increase in interest/dividend income of approximately \$539.7K as the Federal Reserve benchmark Fed Fund rate continues to stand at a range of 5.25% to 5.50%, as a result of a near historic series of past rate increases to control inflation. The FY24 budget interest/dividend income is \$700K. We are projecting approximately \$1.45M if the Feds maintain the current rates, and the Port is not required to use a significant amount of the investment reserves for the matching PIPD/FDOT grant projects and the R&R projects through the remaining FY24.

Financial Impact:

No

Financial Impact Details:

N/A

Additional Information Attached:

Yes

Action Taken:

Attachments:

[\(1\) Flash Report - FYTD 6-30-24](#)

[\(2\) Stmt. of Net Position @ 06-30-24](#)

[\(3\) Schedule of Revenues and Expenses @ 06-30-24](#)

[\(4\) Analysis of Expenses Summary Roll Up](#)

[\(5\) Analysis of Expenses - By Department](#)

PORT OF PALM BEACH
FLASH REPORT
June 30, 2024

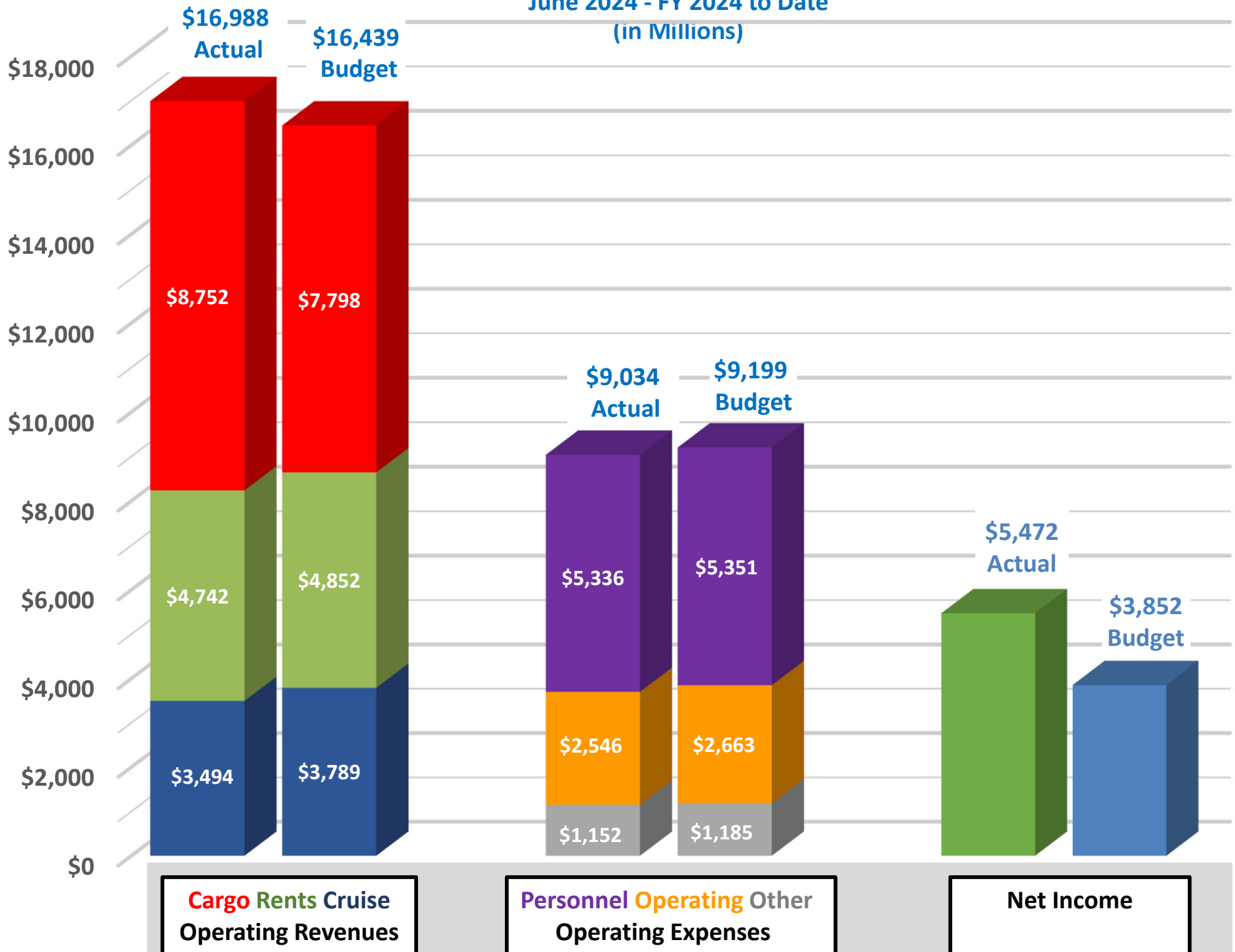
OPERATING STATISTICS – (in Thousands)			
FISCAL YEAR-TO-DATE			
Description	2024	2023	% Change
Container Tonnage	1,074.4	1,140.9	(5.8)%
All Other Tonnage	1,025.5	785.1	30.6%
Total Tonnage	2,099.9	1,926.0	9.0%
TEU's	194.5	209.9	(7.3)%
Vessels - actual #	1,070	1,093	(2.1)%
Rail Cars-actual #	10,168	11,100	(8.4)%
Cruise Passengers	295.5	301.4	(2.0)%
Cars Parked	35.6	38.0	(6.3)%

CASH LIQUIDITY – (in Millions)			
As of June 30, 2024			
Funds	FY 24	FY 23	Change
Unrestricted	\$19.3	\$9.8	\$9.5
Board Designated	\$15.6	\$20.8	\$(5.2)
Bond & Other Restricted	\$9.7	\$8.7	\$1.0
Total Funds	\$44.6	\$39.3	\$5.3
Days Cash Coverage *	841	795	46

MARAD PIDP & FDOT/FDOC CAPITAL PROGRAMS CASH REQUIRED (in Millions)		
As of June 30, 2024		
	Total	Port Funds
Total Capital Projects	\$48.8	\$18.1
Expended To Date	\$ 7.9	\$3.2
Balance Remaining	\$40.9	\$14.9

* Based on operating budget expenses to unrestricted and Board designated funds.

PORT OF PALM BEACH
FLASH REPORT
June 2024 - FY 2024 to Date
(in Millions)



Port of Palm Beach District
Statement of Net Position
June 30, 2024
(Unaudited)

ASSETS

Current Assets:

Cash and cash equivalents	\$ 34,939,027
Accounts receivable (net of allowance for uncollectables)	1,978,450
Future leases receivable	4,774,221
Grants receivable	886,860
Prepaid items	485,149
Dividends and interest receivable	98,681
Restricted assets:	
Cash and cash equivalents	9,707,542
Accounts Receivable - reimbursed expenses	4,023
Total Current Assets	52,873,953

Noncurrent Assets:

Future leases receivable	49,549,710
Right to use leased office equipment (net of amortization)	41,825
Total Other Noncurrent Assets	49,591,535

Capital Assets:

Land	29,414,231
Building and improvements	55,789,644
Slips and improvements	62,846,067
Other improvements	42,919,406
Wharf and loading ramps	13,878,765
Autos and trucks	483,777
Furniture and fixtures	272,892
Machinery and equipment	2,954,024
Computer equipment	893,882
Construction in progress	9,485,012
Less: Accumulated Depreciation	(93,885,526)
Total Capital Assets (net of accumulated depreciation)	125,052,174
Total Noncurrent Assets	174,643,709
Total Assets	\$ 227,517,662

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:

Pension related items	1,578,659
Deferred loss on bond refunding, net	11,394
Total Deferred Outflows of Resources	\$ 1,590,053

Port of Palm Beach District
Statement of Net Position
June 30, 2024
(Unaudited)

LIABILITIES

Current Liabilities:

Accounts payable and accrued expenses	\$ 2,113,379
Current portion of lease payable - office equipment	10,265
Unearned revenue	111,576
Compensated absences payable - short-term	410,114
Payable from restricted assets:	
Security deposits	630,000
Accounts payable and accrued expenses	93,594
Contracts payable	3,352
Accrued revenue bonds interest payable	465,654
Current portion of capital appreciation revenue bond interest payable	1,247,496
Current portion of revenue bond payable	2,322,781
Total Current Liabilities	7,408,211

Noncurrent Liabilities:

Lease payable - office equipment	\$ 31,561
Compensated absences payable - long-term	410,114
Other post-employment benefits	209,846
Net pension liability	6,194,927
Restricted capital appreciation revenue bond interest payable	5,590,941
Revenue bonds payable (less unamortized bond discount and current portion)	2,456,887
Total Noncurrent Liabilities	14,894,276
Total Liabilities	22,302,487

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:

Future leases	54,418,919
Pension related items	205,892
Total Deferred Inflows of Resources	\$ 54,624,811

NET POSITION

Net Investment in capital assets	120,280,548
Restricted for renewal and replacement	1,871,165
Restricted for business development	976,037
Unrestricted	29,052,667
Total Net Position	\$ 152,180,417

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Nine Months Ending Sunday, June 30, 2024

	Actual June 2024	Current Actual FY 2024 YTD	Prior Actual FY 2023 YTD	\$ Variance Over (Under) to Prior Year	Original Budget FY 2024 YTD	\$ Variance Over (Under) Current Actual to Budget YTD
Operating Revenues:						
Wharfage	398,070	3,267,863	2,944,116	323,747	3,247,396	20,467
Dockage	361,163	2,562,791	1,958,065	604,726	1,981,564	581,227
Parking	187,026	1,429,311	1,059,343	369,968	1,580,049	(150,738)
Passengers - Cruise Lines	715,094	5,446,785	5,478,300	(31,515)	5,713,586	(266,801)
Storage	9,528	125,001	244,859	(119,858)	101,637	23,364
Water	9,071	103,681	(59,416)	163,097	77,386	26,295
Line Handling	14,624	113,764	105,635	8,129	109,790	3,974
Switching	80,033	563,519	556,630	6,889	565,937	(2,418)
Licenses and Permits	0	145,300	157,000	(11,700)	145,300	0
Vessel Bunkers	5,819	91,587	83,940	7,647	89,518	2,069
Cargo Terminal Fee	88,765	703,993	661,961	42,032	667,629	36,364
Security Fees - Cargo	71,075	544,880	507,691	37,189	510,173	34,707
Special Detail Security Fees	41,944	231,306	152,148	79,158	85,275	146,031
Identification Badging	750	8,040	7,890	150	5,311	2,729
Harbor Master Fee	15,300	160,740	156,704	4,036	163,415	(2,675)
Rent	536,790	4,741,937	4,505,187	236,750	4,852,113	(110,176)
Miscellaneous Income	14,169	129,831	131,393	(1,562)	47,663	82,168
Total Operating Revenues	2,549,221	20,370,329	18,651,446	1,718,883	19,943,742	426,587
Less: Direct Marketing Support	521,978	3,382,284	3,293,295	88,989	3,505,029	(122,745)
Net Operating Revenues	2,027,243	16,988,045	15,358,151	1,629,894	16,438,713	549,332
Operating Expenses:						
Administrative and HR	100,781	872,183	810,212	61,971	874,705	(2,522)
Office - Finance and IT	85,034	843,128	889,250	(46,122)	1,003,675	(160,547)
Engineering	0	37,433	11,412	26,021	37,433	0
Consultant	4,000	36,045	36,045	0	37,530	(1,485)
Legal	24,810	136,600	187,068	(50,468)	75,015	61,585
General Maintenance	195,643	1,761,001	1,424,092	336,909	1,790,071	(29,070)
Railroad	22,867	228,337	127,425	100,912	226,244	2,093
Operations	40,818	307,403	487,604	(180,201)	291,696	15,707
General Expense	297,392	2,083,256	1,712,808	370,448	1,964,798	118,458
Security	178,570	1,548,871	1,428,284	120,587	1,441,118	107,753
Business Development	56,542	533,410	532,370	1,040	594,652	(61,242)
Cruise Terminal	19,722	194,969	214,178	(19,209)	262,503	(67,534)
Maritime Office Complex	25,777	281,152	273,401	7,751	287,249	(6,097)
Southgate Complex	8,798	64,871	75,658	(10,787)	87,165	(22,294)
Renewal and Replacement	18,482	105,770	140,998	(35,228)	225,000	(119,230)
Total Operating Expenses	1,079,236	9,034,429	8,350,805	683,624	9,198,854	(164,425)
Oper. Income Before Depr & Amort	948,007	7,953,616	7,007,346	946,270	7,239,859	713,757
Less: Depreciation Expense	346,051	3,130,100	3,260,841	(130,741)	3,375,000	(244,900)
Less: Amortization Expense	0	0	4,335	(4,335)	60,003	(60,003)
Operating Income (Loss)	601,956	4,823,516	3,742,170	1,081,346	3,804,856	1,018,660
Non-Oper. Revenues (Expenses):						
Interest Income	134,899	1,079,746	793,102	286,644	540,000	539,746
Insurance Recoveries	0	60,753	7,256	53,497	0	60,753
Grant Revenue	0	13,046	0	13,046	0	13,046
Gain or (Loss) on Disposal of Assets	0	0	100	(100)	0	0
Grant Expenses	0	(26,299)	(25,000)	(1,299)	(24,523)	(1,776)
Interest Expense	(53,195)	(478,754)	(596,626)	117,872	(478,755)	1
Total Non-Oper. Revenue (Expenses)	81,704	648,492	178,832	469,660	36,722	611,770
Income (Loss) before contributions	683,660	5,472,008	3,921,002	1,551,006	3,841,578	1,630,430
Capital Contributions	0	1,340,532	1,124,401	216,131		
Change in Net Position	683,660	6,812,540	5,045,403	1,767,137		

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>SALARIES & BENEFITS:</u>								
Salaries & Wages	3,270,554	3,478,624	208,070	1,488,009	4,758,563	350,057	366,445	16,388
Overtime	217,490	157,119	(60,371)	(2,490)	215,000	28,736	16,539	(12,197)
F.I.C.A. Taxes	256,004	278,046	22,042	124,473	380,477	28,281	29,268	987
Unemployment	0	0	0	2,000	2,000	0	0	0
Health and Life Insurance	722,016	870,183	148,167	438,222	1,160,238	78,853	96,687	17,834
Florida Retirement Benefits	870,329	567,368	(302,961)	(94,903)	775,426	142,025	59,885	(82,140)
	5,336,393	5,351,340	14,947	1,955,311	7,291,704	627,952	568,824	(59,128)

SERVICES & SUPPLIES:

Property & Liability Insurance	424,423	469,503	45,080	201,577	626,000	46,597	52,167	5,570
Contingency Claims & Settlements	25,000	10,000	(15,000)	(15,000)	10,000	25,000	10,000	(15,000)
Tenant Property Taxes	2,624	5,000	2,376	2,376	5,000	0	0	0
Legal Fees	136,600	75,015	(61,585)	(36,600)	100,000	24,810	8,335	(16,475)
Audit & Accounting Fees	68,650	66,650	(2,000)	9,850	78,500	10,000	8,500	(1,500)
Consultants	36,045	37,530	1,485	13,955	50,000	4,000	4,170	170
Engineering Fees	37,433	37,433	0	73,567	111,000	0	0	0
Trustee Fees For Bond Issues	1,275	1,000	(275)	6,225	7,500	0	0	0
Bad Debt Expense	0	0	0	25,000	25,000	0	0	0
Drug-Free Workplace	546	1,503	957	1,454	2,000	104	167	63

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
Uniforms	13,999	14,247	248	5,001	19,000	108	1,583	1,475
Equipment Costs & Fuel	109,272	112,500	3,228	40,728	150,000	9,091	12,500	3,409
Buildings & Grounds Expenses	437,891	474,386	36,495	202,109	640,000	51,536	52,710	1,174
Trash Removal	67,629	51,750	(15,879)	1,371	69,000	16,063	5,750	(10,313)
Railroad Expense	27,540	18,747	(8,793)	(2,540)	25,000	532	2,083	1,551
Locomotive Expense	39,722	48,752	9,030	45,278	85,000	2,179	7,084	4,905
Employee Development & Training	10,804	18,000	7,196	14,196	25,000	0	2,000	2,000
Office Expenses	43,404	48,978	5,574	21,896	65,300	4,364	5,442	1,078
Information Technology	166,292	168,012	1,720	57,708	224,000	17,356	18,668	1,312
Contract Security	623,511	564,106	(59,405)	128,633	752,144	73,723	62,678	(11,045)
Other Security Expense	59,620	82,494	22,874	50,380	110,000	6,270	9,166	2,896
TWIC & ID Badging	2,404	6,003	3,599	5,596	8,000	621	667	46
Tenant Operating Costs	78,403	68,334	(10,069)	18,264	96,667	15,500	9,445	(6,055)
	2,413,087	2,379,943	(33,144)	871,024	3,284,111	307,854	273,115	(34,739)

BUSINESS DEVELOPMENT:

Registration & Training Fees	6,237	9,290	3,053	18,763	25,000	0	417	417
Community Affairs	30,391	32,410	2,019	14,609	45,000	2,036	3,215	1,179
Travel Expenses - Staff	16,040	22,500	6,460	13,960	30,000	1,253	2,500	1,247
Travel Expenses - Board	1,468	1,468	0	38,532	40,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
Trade Development	30,842	52,506	21,664	52,158	83,000	6,095	5,834	(261)
Dues & Subscriptions	60,398	63,738	3,340	24,602	85,000	5,641	7,082	1,441
Marketing	33,371	30,006	(3,365)	6,629	40,000	1,533	3,334	1,801
Website & Other	10,333	11,628	1,295	5,167	15,500	1,188	1,292	104
	189,080	223,546	34,466	174,420	363,500	17,746	23,674	5,928

UTILITY SERVICES:

Water & Sewer	584,237	505,494	(78,743)	89,763	674,000	66,974	56,166	(10,808)
Electricity	292,703	371,250	78,547	202,297	495,000	29,644	41,250	11,606
Telephone Expense	65,639	81,747	16,108	43,361	109,000	6,501	9,083	2,582
	942,579	958,491	15,912	335,421	1,278,000	103,119	106,499	3,380

RENEWAL & REPLACEMENT:

Renewal & Replacement Exp.	105,770	225,000	119,230	194,230	300,000	18,482	25,000	6,518
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OTHER EXPENSES:

Miscellaneous Expenses	47,523	60,534	13,011	33,477	81,000	4,081	6,666	2,585
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**TOTAL OPERATING
EXPENSES**

9,034,432	9,198,854	164,422	3,563,883	12,598,315	1,079,234	1,003,778	(75,456)
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Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>FINANCE & I.T.</u>								
Salaries	546,224	682,005	135,781	387,048	933,272	55,959	71,790	15,831
F.I.C.A. Expense	40,951	52,174	11,223	30,444	71,395	4,198	5,492	1,294
Telephone	13,163	22,500	9,337	16,837	30,000	248	2,500	2,252
Computer Training/Consulting	22,688	37,872	15,184	27,812	50,500	1,188	4,208	3,020
Computer Maintenance	127,310	111,375	(15,935)	21,190	148,500	12,622	12,375	(247)
Postage	1,004	3,600	2,596	3,796	4,800	247	400	153
Office Maintenance	13,816	9,378	(4,438)	(1,316)	12,500	2,099	1,042	(1,057)
Records Storage	4,364	3,753	(611)	636	5,000	479	417	(62)
Computer Software & Supplies	16,294	18,765	2,471	8,706	25,000	3,546	2,085	(1,461)
Printing	6,110	7,497	1,387	3,890	10,000	209	833	624
Public Notice Publication	4,030	11,250	7,220	10,970	15,000	513	1,250	737
Miscellaneous - Office	33,095	30,006	(3,089)	6,905	40,000	2,909	3,334	425
Office Supplies	14,080	13,500	(580)	3,920	18,000	817	1,500	683
Total	<u>843,129</u>	<u>1,003,675</u>	<u>160,546</u>	<u>520,838</u>	<u>1,363,967</u>	<u>85,034</u>	<u>107,226</u>	<u>22,192</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>GENERAL MAINTENANCE</u>								
Salaries	655,404	764,673	109,269	390,984	1,046,388	60,595	80,492	19,897
Overtime	30,088	10,963	(19,125)	(15,088)	15,000	3,034	1,154	(1,880)
Overtime - Line Handling	23,417	21,925	(1,492)	6,583	30,000	3,038	2,308	(730)
F.I.C.A. Expense	52,645	61,010	8,365	30,846	83,491	4,965	6,422	1,457
Telephone	11,569	18,747	7,178	13,431	25,000	1,360	2,083	723
Water	528,958	450,000	(78,958)	71,042	600,000	60,682	50,000	(10,682)
Water - Maintenance Office	3,824	2,997	(827)	176	4,000	575	333	(242)
Stormwater Assessment	51,455	52,497	1,042	18,545	70,000	5,717	5,833	116
Electricity	104,400	127,503	23,103	65,600	170,000	10,464	14,167	3,703
Equipment Rental	23,534	15,003	(8,531)	(3,534)	20,000	0	1,667	1,667
Generator Supplies	1,880	18,747	16,867	23,120	25,000	420	2,083	1,663
Building & Grounds	122,304	112,500	(9,804)	27,696	150,000	18,989	12,500	(6,489)
Trash Removal	24,173	11,250	(12,923)	(9,173)	15,000	13,756	1,250	(12,506)
Uniforms	6,849	6,003	(846)	1,151	8,000	0	667	667
Gas & Oil	37,665	41,247	3,582	17,335	55,000	3,792	4,583	791
Supplies	36,643	37,503	860	13,357	50,000	3,378	4,167	789
Equipment Repair	46,193	37,503	(8,690)	3,807	50,000	4,879	4,167	(712)
Total	<u>1,761,001</u>	<u>1,790,071</u>	<u>29,070</u>	<u>655,878</u>	<u>2,416,879</u>	<u>195,644</u>	<u>193,876</u>	<u>(1,768)</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
<u>SECURITY</u>								
Salaries	662,776	613,102	(49,674)	176,208	838,984	73,104	64,537	(8,567)
Overtime	122,693	95,000	(27,693)	7,307	130,000	16,838	10,000	(6,838)
F.I.C.A. Expense	58,080	54,169	(3,911)	16,047	74,127	6,689	5,702	(987)
Subscriptions	13,686	29,997	16,311	26,314	40,000	2,074	3,333	1,259
Security Equipment Repairs	29,975	29,997	22	10,025	40,000	2,473	3,333	860
Telephone	8,734	7,497	(1,237)	1,266	10,000	1,045	833	(212)
Uniforms	7,042	7,497	455	2,958	10,000	0	833	833
Identification Badging	2,404	6,003	3,599	5,596	8,000	621	667	46
Riviera Beach Police Presence	58,622	52,497	(6,125)	11,378	70,000	2,963	5,833	2,870
Contract Security - Cargo & TWIC	64,354	45,000	(19,354)	(4,354)	60,000	26,580	5,000	(21,580)
Miscellaneous - Security	4,012	11,250	7,238	10,988	15,000	279	1,250	971
Contract Security - Cruise	460,803	390,001	(70,802)	59,197	520,000	39,868	43,333	3,465
Contract Security - Parking	39,732	76,608	36,876	62,412	102,144	4,312	8,512	4,200
Radio Maintenance	15,959	22,500	6,541	14,041	30,000	1,723	2,500	777
Total	1,548,872	1,441,118	(107,754)	399,383	1,948,255	178,569	155,666	(22,903)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>RAILROAD</u>								
Salaries	101,801	111,264	9,463	50,453	152,254	12,808	11,712	(1,096)
Overtime	41,272	29,231	(12,041)	(1,272)	40,000	5,806	3,077	(2,729)
F.I.C.A. Expense	10,557	10,753	196	4,150	14,707	1,397	1,132	(265)
Locomotive Rental	0	0	0	20,000	20,000	0	0	0
Locomotive Fuel & Oil	26,421	26,249	(172)	8,579	35,000	2,179	2,917	738
Track R&M Exp.	27,540	18,747	(8,793)	(2,540)	25,000	532	2,083	1,551
Locomotive Inspections	2,481	7,500	5,019	7,519	10,000	0	2,500	2,500
Locomotive R&M Exp.	10,820	15,003	4,183	9,180	20,000	0	1,667	1,667
Miscellaneous	7,445	7,497	52	2,555	10,000	145	833	688
Total	<u>228,337</u>	<u>226,244</u>	<u>(2,093)</u>	<u>98,624</u>	<u>326,961</u>	<u>22,867</u>	<u>25,921</u>	<u>3,054</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
<u>BUSINESS DEVELOPMENT</u>								
Salaries	277,978	293,037	15,059	123,020	400,998	30,472	30,846	374
Florida Retirement System	48,137	51,879	3,742	22,854	70,991	5,210	5,461	251
F.I.C.A. Expense	20,056	22,419	2,363	10,620	30,676	2,287	2,360	73
Miscellaneous	669	3,753	3,084	4,331	5,000	726	417	(309)
Website	10,333	11,250	917	4,667	15,000	1,188	1,250	62
Telephone Expense	1,454	3,753	2,299	3,546	5,000	100	417	317
Promotion	13,929	11,250	(2,679)	1,071	15,000	0	1,250	1,250
Trade Development	19,304	37,503	18,199	30,696	50,000	5,369	4,167	(1,202)
Trade Development - Dining	11,538	15,003	3,465	8,462	20,000	726	1,667	941
Trade Missions	0	0	0	3,000	3,000	0	0	0
Travel Expenses	16,040	22,500	6,460	13,960	30,000	1,253	2,500	1,247
Travel Expenses - Ciklin	0	0	0	8,000	8,000	0	0	0
Travel Expenses - Richards	644	644	0	7,356	8,000	0	0	0
Travel Expenses - Enright	0	0	0	8,000	8,000	0	0	0
Travel Expenses - Poole	824	824	0	7,176	8,000	0	0	0
Travel Expenses - Dass	0	0	0	8,000	8,000	0	0	0
Community Relations	20,401	22,500	2,099	9,599	30,000	1,321	2,500	1,179
Postage & Shipping	0	378	378	500	500	0	42	42
Trade Development - Sponsorships	0	0	0	10,000	10,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
Registration Fees	5,587	5,537	(50)	14,413	20,000	0	0	0
Membership Dues	48,607	48,753	146	16,393	65,000	4,763	5,417	654
Training	650	3,753	3,103	4,350	5,000	0	417	417
Subscriptions	7,826	11,250	3,424	7,174	15,000	878	1,250	372
Advertising	6,000	15,003	9,003	14,000	20,000	0	1,667	1,667
Publications	13,442	3,753	(9,689)	(8,442)	5,000	1,533	417	(1,116)
Community Grants - Poole	2,640	2,640	0	360	3,000	250	250	0
Community Grants - Dass	1,500	1,500	0	1,500	3,000	215	215	0
Community Grants - Ciklin	800	900	100	2,200	3,000	0	0	0
Community Grants - Richards	1,900	1,900	0	1,100	3,000	250	250	0
Community Grants -Enright	3,150	2,970	(180)	(150)	3,000	0	0	0
Total	533,409	594,652	61,243	337,756	871,165	56,541	62,760	6,219

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024**

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>ADMIN. & H.R.</u>								
Salaries - Commissioners	46,875	46,875	0	15,625	62,500	5,208	5,208	0
Salaries - Exec. Director & Staff	767,241	765,756	(1,485)	280,632	1,047,873	88,551	80,606	(7,945)
FICA Expense	58,047	62,074	4,027	26,897	84,944	7,002	6,534	(468)
Overtime - Administration	20	0	(20)	(20)	0	20	0	(20)
Total	<u>872,183</u>	<u>874,705</u>	<u>2,522</u>	<u>323,134</u>	<u>1,195,317</u>	<u>100,781</u>	<u>92,348</u>	<u>(8,433)</u>

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

LEGAL

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
Fees and Expenses	136,600	75,015	(61,585)	(36,600)	100,000	24,810	8,335	(16,475)
Total	136,600	75,015	(61,585)	(36,600)	100,000	24,810	8,335	(16,475)

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024**

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>ENGINEERING</u>								
Fees and Expenses	37,433	37,433	0	73,567	111,000	0	0	0
Total	37,433	37,433	0	73,567	111,000	0	0	0

**Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024**

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>CONSULTING</u>								
Consultants - Governmental	36,045	37,530	1,485	13,955	50,000	4,000	4,170	170
Total	36,045	37,530	1,485	13,955	50,000	4,000	4,170	170

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
<u>SOUTHGATE COMPLEX</u>								
Buildings & Grounds	12,602	22,500	9,898	17,398	30,000	2,493	2,500	7
Janitorial Services & Supplies	1,913	4,500	2,587	4,087	6,000	0	500	500
Miscellaneous	540	540	0	460	1,000	0	0	0
Electric	34,842	45,000	10,158	25,158	60,000	3,790	5,000	1,210
Telephone	2,237	5,247	3,010	4,763	7,000	252	583	331
Trash Removal	9,584	6,750	(2,834)	(584)	9,000	2,263	750	(1,513)
HVAC Repairs & Maint.	3,154	2,628	(526)	346	3,500	0	292	292
Total	64,872	87,165	22,293	51,628	116,500	8,798	9,625	827

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
<u>GENERAL EXPENSE</u>								
Audit & Accounting Services	68,650	66,650	(2,000)	9,850	78,500	10,000	8,500	(1,500)
Bad Debt Expense	0	0	0	25,000	25,000	0	0	0
Unemployment Compensation	0	0	0	2,000	2,000	0	0	0
Property & Liability Insurance	424,423	469,503	45,080	201,577	626,000	46,597	52,167	5,570
Group Health / Dental / Vision	695,796	840,177	144,381	424,437	1,120,233	75,999	93,353	17,354
Employee Basic Life Insurance	13,289	14,814	1,525	6,466	19,755	1,454	1,646	192
Employee S/Term Disability Ins.	12,931	15,192	2,261	7,319	20,250	1,400	1,688	288
Florida Retirement System	822,192	515,489	(306,703)	(117,757)	704,435	136,815	54,424	(82,391)
Trustee Fees For Bonds	1,275	1,000	(275)	6,225	7,500	0	0	0
Drug-Free Workplace	546	1,503	957	1,454	2,000	104	167	63
Contingency Claims & Settlements	25,000	10,000	(15,000)	(15,000)	10,000	25,000	10,000	(15,000)
Membership Dues	3,965	3,735	(230)	1,035	5,000	0	415	415
Training	10,804	18,000	7,196	14,196	25,000	0	2,000	2,000
Ad Valorem Taxes	2,624	5,000	2,376	2,376	5,000	0	0	0
Miscellaneous	1,762	3,735	1,973	3,238	5,000	22	415	393
Total	2,083,257	1,964,798	(118,459)	572,416	2,655,673	297,391	224,775	(72,616)

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
<u>CRUISE TERMINAL</u>								
Building & Grounds	46,743	60,003	13,260	33,257	80,000	4,552	6,667	2,115
Electric	36,373	52,497	16,124	33,627	70,000	3,428	5,833	2,405
Electric - Chiller Plant	28,894	37,503	8,609	21,106	50,000	3,083	4,167	1,084
Telephone	8,860	6,750	(2,110)	140	9,000	1,105	750	(355)
Telephone - Elevator	5,907	4,500	(1,407)	93	6,000	737	500	(237)
HVAC Repairs & Maintenance	17,968	26,253	8,285	17,032	35,000	1,672	2,917	1,245
Janitorial Services & Supplies	50,223	74,997	24,774	49,777	100,000	5,145	8,333	3,188
Window Cleaning	0	0	0	3,500	3,500	0	0	0
Total	194,968	262,503	67,535	158,532	353,500	19,722	29,167	9,445

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	Current Actual FY 2024 YTD	Original Budget FY 2024 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	June Current Actual	June Original Budget	Monthly Variance
<u>MARITIME OFFICE COMPLEX</u>								
Building & Grounds	91,298	59,999	(31,299)	(11,298)	80,000	10,298	6,667	(3,631)
Trash Removal	33,872	33,750	(122)	11,128	45,000	44	3,750	3,706
Electricity	44,852	56,250	11,398	30,148	75,000	4,254	6,250	1,996
Electric - Chiller Plant	43,342	52,497	9,155	26,658	70,000	4,625	5,833	1,208
Telephone	6,746	6,750	4	2,254	9,000	810	750	(60)
Telephone - Elevator	6,000	4,500	(1,500)	0	6,000	737	500	(237)
HVAC Repairs & Maintenance	36,204	37,503	1,299	13,796	50,000	4,026	4,167	141
Janitorial Services & Supplies	18,839	36,000	17,161	29,161	48,000	984	4,000	3,016
Window Cleaning	0	0	0	4,000	4,000	0	0	0
Total	281,153	287,249	6,096	105,847	387,000	25,778	31,917	6,139

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>RENEWAL AND REPLACEMENT</u>								
Renewal & Replacement Expenses	0	225,000	225,000	300,000	300,000	0	25,000	25,000
Communication Equipment Expense	3,990	0	(3,990)	(3,990)	0	0	0	0
Locomotive Repairs & Maint.	10,818	0	(10,818)	(10,818)	0	0	0	0
Railroad Trackage Repairs & Maint.	14,967	0	(14,967)	(14,967)	0	0	0	0
Office Furniture/Equip. Replacement - Expenses	512	0	(512)	(512)	0	0	0	0
Computer Systems - non-capital	1,733	0	(1,733)	(1,733)	0	0	0	0
Cruise Terminal - Buildings & Grounds	36,297	0	(36,297)	(36,297)	0	18,482	0	(18,482)
Dock & Slip Repairs & Maint.	32,973	0	(32,973)	(32,973)	0	0	0	0
Stormwater Systems	4,480	0	(4,480)	(4,480)	0	0	0	0
Total	105,770	225,000	119,230	194,230	300,000	18,482	25,000	6,518

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Nine Months Ending Sunday, June 30, 2024

	<u>Current Actual FY 2024 YTD</u>	<u>Original Budget FY 2024 YTD</u>	<u>YTD Variance</u>	<u>Remaining Original Budget</u>	<u>Total Original Budget</u>	<u>June Current Actual</u>	<u>June Original Budget</u>	<u>Monthly Variance</u>
<u>OPERATIONS</u>								
Salaries - Operations	212,255	201,912	(10,343)	64,039	276,294	23,360	21,254	(2,106)
FICA Expense	15,668	15,447	(221)	5,469	21,137	1,743	1,626	(117)
Tenant Operations	10,442	22,500	12,058	19,558	30,000	0	2,500	2,500
Teeters-Monarch Eviction Costs	24,211	0	(24,211)	(24,211)	0	9,250	0	(9,250)
FP&L Land Lease	43,750	45,834	2,084	22,917	66,667	6,250	6,945	695
Miscellaneous	0	3,753	3,753	5,000	5,000	0	417	417
Uniforms	108	747	639	892	1,000	108	83	(25)
Telephone	969	1,503	534	1,031	2,000	107	167	60
Total	<u>307,403</u>	<u>291,696</u>	<u>(15,707)</u>	<u>94,695</u>	<u>402,098</u>	<u>40,818</u>	<u>32,992</u>	<u>(7,826)</u>
 Total Operating Expenses	 <u>9,034,432</u>	 <u>9,198,854</u>	 <u>164,422</u>	 <u>3,563,883</u>	 <u>12,598,315</u>	 <u>1,079,235</u>	 <u>1,003,778</u>	 <u>(75,457)</u>

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Daniel Kirchman

Submitting Department: Finance

Item Type: Financial Report

Agenda Section: CONSENT AGENDA

Subject:

Financial/Operation Performance Reports for the Month ended June 30, 2024 (FY24)

Suggested Action:

Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended June 2024 (FY24).

Background:

Provided are Operation Performance charts and reports relating to Cargo Tonnage, TEU, Rail, Vessel, and Cruise Passengers by customer for the month ended June 30, 2024 (FY24 YTD), prior FY23 and FY24 Budget.

The Operation Performance Reports were updated as part of management's continuous improvement efforts and to provide greater clarity on the performance of the Port's operation.

For the nine months ended June 30, 2024 (FY24 YTD), the All-Cargo Tonnage Report reflects the following:

Total Margaritaville at Sea cruise passengers of 295.5K, which is approximately 5.9K less passengers when compared to prior FY23 and 9.7K less passenger versus the FY24 budget. However, due to adverse weather the cruise line missed one sailing in December 2023 which resulted in the loss of approximately 1.9K passengers. Cruise passengers for the FY24 Budget are projected at 409.0K. The finance staff anticipates that the FY24 budget projection will be approximately 378.7K as a result of the cruise line changing the itinerary and sailing days for August and September 2024.

Cargo tonnage was 2,099.9M tons and was favorable to prior FY23 YTD by approximately 9.0%, and 3.2% to FY24 YTD budget. This was primarily due to increases for asphalt, bulk cement, molasses and sugar which offset decreases in container tonnage and Recyclable scrap metal.

TEU's were 194.5K and had a decrease of approximately 7.4% - 7.8% for prior FY23 YTD and FY24 budget YTD.

The USACOE maintenance dredging started in May 2024 and was completed by the second week of June 2024 and the restrictions were lifted, which may have had an effect on the cargo tonnage and revenue increases.

Rail cars were 10.2K and decreased by approximately 8.4% - 8.7% to prior FY23 YTD and FY24 YTD budget. This may be due to FEC increasing their rates and changing the schedule of the inbound cargo in Jacksonville to an earlier deadline, that's if it is not met, would require TEU's to be trucked down and the new ability to double stack the reefer TEU's on a single rail car. Tropical Shipping, the primary rail user, indicated that the rail volume decline was due to shortages of equipment coming back from the Caribbean Islands and the removal of the Monday train from their schedule.

Financial Impact:

No

Financial Impact Details:

N/A

Additional Information Attached:

Yes

Action Taken:**Attachments:**

(1) [Cargo Performance Summary - June 2024](#)

(2) [All Cargo Tonnage Detail - June 2024](#)

(3) [Cruise Passenger Count Analysis](#)

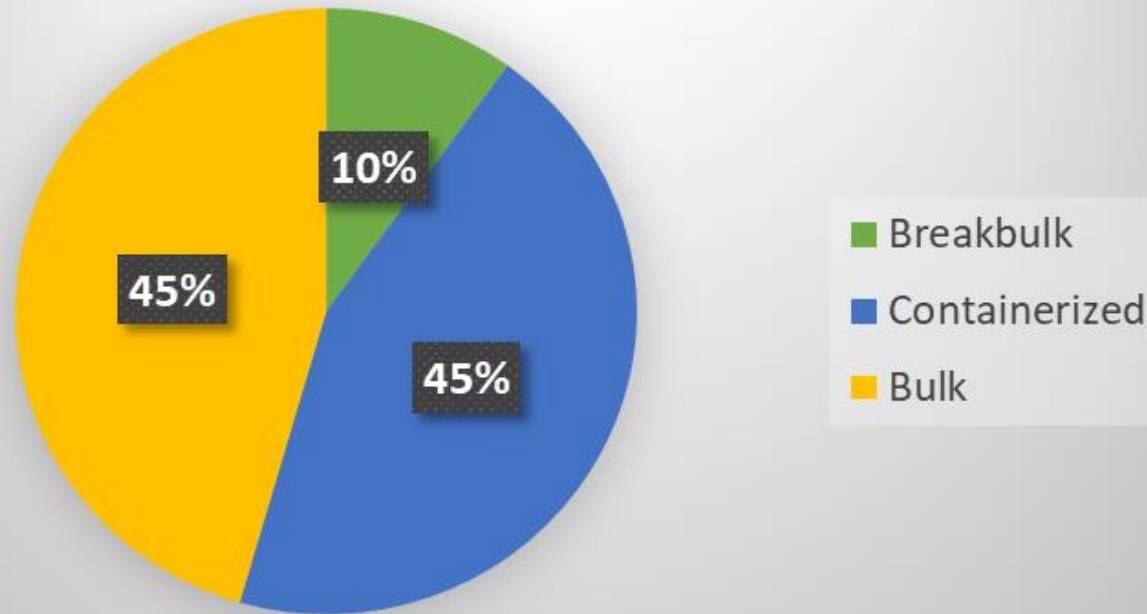
(4) [Customer Performance Summary](#)

PORT OF PALM BEACH CARGO PERFORMANCE

For month ending June 30, 2024

CURRENT MONTH				MONTH VARIANCE			YEAR-TO-DATE			YTD VARIANCE	
	Actual	Prior Year Actual	FY24 Budget	Prior Year Actual	FY24 Budget		Actual	Prior Year Actual	FY24 Budget	Prior Year Actual	FY24 Budget
TOTAL CARGO TONS	268,678	240,582	169,902	11.68%	58.14%		2,099,861	1,925,995	2,034,358	9.03%	3.22%
TOTAL TEUs	23,741	24,525	24,240	-3.20%	-2.06%		194,467	209,888	210,852	-7.35%	-7.77%
RAIL CARS	1,164	1,126	1,109	3.37%	4.96%		10,168	11,100	11,132	-8.40%	-8.66%
VESSEL CALLS	105	112	95	-6.25%	10.53%		1,070	1,093	950	-2.10%	12.63%
PASSENGERS	39,041	38,622	37,779	1.08%	3.34%		295,472	301,399	305,213	-1.97%	-3.19%

June 2024 Cargo Performance

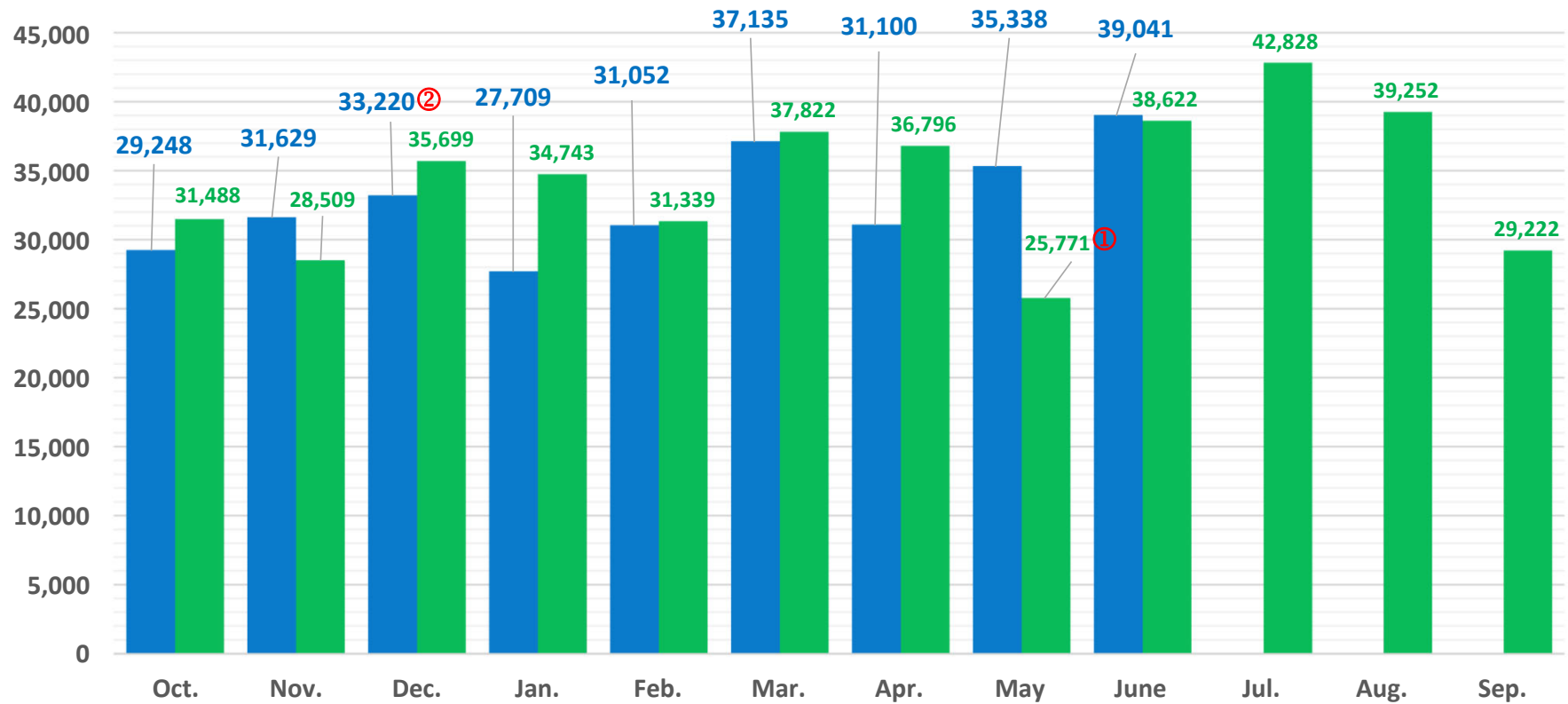


**PORT OF PALM BEACH DISTRICT
ALL-CARGO TONNAGE REPORT
JUNE 2024**

	June 2024 Actual	June 2023 Actual	Variance	Year-To-Date Oct '23 - Jun '24	Year-To-Date Oct '22 - Jun '23	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container/ Trans-Shipments	119,741	132,297	(9.49%)	1,074,380	1,140,921	(5.83%)
Break-bulk	26,661	24,378	9.37%	129,591	125,164	3.54%
Sub-Total General Cargo	<u>146,402</u>	<u>156,675</u>	<u>(6.56%)</u>	<u>1,203,971</u>	<u>1,266,085</u>	<u>(4.91%)</u>
Bulk and Dry Cargo						
Asphalt	453	9,702	(95.33%)	89,763	68,579	30.89%
Diesel	0	0	0.00%	0	0	0.00%
Miscellaneous	0	0	0.00%	0	0	0.00%
Cement	65,888	0	100.00%	140,384	51,478	172.71%
Recyclable Steel	0	12,105	(100.00%)	38,070	41,364	(7.96%)
Molasses	8,035	0	100.00%	174,957	81,387	114.97%
Sugar	47,900	62,100	(22.87%)	452,716	417,100	8.54%
Sub-Total Bulk and Dry Cargo	<u>122,276</u>	<u>83,907</u>	<u>45.73%</u>	<u>895,890</u>	<u>659,910</u>	<u>35.76%</u>
TOTAL ALL CARGO	<u>268,678</u>	<u>240,582</u>	<u>11.68%</u>	<u>2,099,861</u>	<u>1,925,995</u>	<u>9.03%</u>
Containers - 20-Foot (TEU)						
Inbound	10,919	9,846	10.90%	81,518	89,372	(8.79%)
Outbound	11,742	13,493	(12.98%)	104,879	112,509	(6.78%)
Trans-shipment	1,080	1,186	(8.94%)	8,070	8,007	0.79%
TOTAL TEUs	<u>23,741</u>	<u>24,525</u>	<u>(3.20%)</u>	<u>194,467</u>	<u>209,888</u>	<u>(7.35%)</u>
TOTAL RAIL CARS	<u>1,164</u>	<u>1,126</u>	<u>3.37%</u>	<u>10,168</u>	<u>11,100</u>	<u>(8.40%)</u>
Vessels (cargo)	90	97	(7.22%)	934	964	(3.11%)
Vessels (multi-day cruise)	15	15	0.00%	136	129	5.43%
Passengers						
Multi-Day Cruise	39,041	38,622	1.08%	295,472	300,789	(1.77%)
Other (includes in-transit)	0	0	0.00%	0	610	(100.00%)
TOTAL PASSENGERS	<u>39,041</u>	<u>38,622</u>	<u>1.08%</u>	<u>295,472</u>	<u>301,399</u>	<u>(1.97%)</u>

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

Margaritaville at Sea Passenger Count



■ FY2024 ■ FY2023

① Missed (6) sailings due to a scheduled dry dock.

② Missed (1) sailing due to adverse weather.

FY24 Budgeted Passenger Count is 409,000 passengers

**PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
JUNE 2024**

				ALL CUSTOMERS				
				PRIOR		CURRENT YEAR		PRIOR
				YTD		MONTH	YTD	YTD
REVENUE	\$	1,490,453	\$ 12,246,108	\$ 10,852,964	TONNAGE	268,678	2,099,861	1,925,994
RENTS		536,790	4,741,937	4,505,187	TEUS	23,741	194,467	209,888
					RAILCARS	1,164	10,168	11,100
TOTAL	\$	2,027,243	\$ 16,988,045	\$ 15,358,151	PASSENGERS	39,041	295,472	301,399

				TROPICAL SHIPPING				
		CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR
		MONTH	YTD	YTD		MONTH	YTD	YTD
REVENUE	\$	464,727	\$ 3,929,817	\$ 4,002,442	TONNAGE	119,293	1,069,981	1,132,630
RENTS		193,284	1,677,996	1,535,026	TEUS	23,457	192,055	206,652
TOTAL	\$	658,011	\$ 5,607,813	\$ 5,537,468	RAILCARS	1,152	10,081	11,020

MULTI-DAY CRUISE (including parking)								
		CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR
		MONTH	YTD	YTD		MONTH	YTD	YTD
REVENUE-NET	\$	397,789	\$ 3,538,281	\$ 3,117,045	TONNAGE	0	0	0
RENTS		14,971	\$ 131,350	125,880	CARS	4,631	35,621	37,073
TOTAL	\$	412,760	\$ 3,669,631	\$ 3,242,925	PASSENGERS	39,041	295,472	300,789

				FLORIDA SUGAR AND MOLASSES				
CURRENT YEAR					CURRENT YEAR			PRIOR
MONTH		YTD	PRIOR		MONTH		YTD	YTD
			YTD					
REVENUE	\$	110,099	\$ 1,305,757	\$ 949,671	TONNAGE	55,935	627,673	498,488
RENTS		20,485	184,368	184,368	TEUS	0	0	0
TOTAL	\$	130,584	\$ 1,490,125	\$ 1,134,039	RAILCARS	0	0	0

				CEMEX USA					
CURRENT YEAR				PRIOR	CURRENT YEAR				PRIOR
MONTH		YTD		YTD		MONTH		YTD	YTD
REVENUE	\$	97,858	\$ 318,592	\$ 218,928		TONNAGE	13,554	33,233	51,478
RENTS		33,891	\$ 243,847	121,500		TEUS	0	0	0
TOTAL	\$	131,749	\$ 562,439	\$ 340,428		RAILCARS	0	0	0

		SOUTH FLORIDA MATERIALS/VALERO						
		CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR
		MONTH	YTD	YTD		MONTH	YTD	YTD
REVENUE	\$	1,944	\$ 301,212	\$ 214,752	TONNAGE	453	89,763	68,578
RENTS		3,779	33,952	32,622	TEUS	0	0	0
TOTAL	\$	5,723	\$ 335,164	\$ 247,374	RAILCARS	10	73	74

				GULFSTREAM				
		CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR
		MONTH	YTD	YTD		MONTH	YTD	YTD
REVENUE	\$	23,688	\$ 252,310	\$ 268,521	TONNAGE	1,724	20,861	24,643
RENTS		22,728	217,564	194,169	TEUS	278	2,388	2,997
TOTAL	\$	46,416	\$ 469,874	\$ 462,690	RAILCARS	0	0	0

		CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR
		YTD		YTD				YTD
		MONTH	YTD			MONTH	YTD	
REVENUE	\$	170,470	\$ 367,489	\$ -	TONNAGE	52,333	107,151	0
RENTS		27,354	252,550	246,182	TEUS	0	0	0
TOTAL	\$	197,824	\$ 620,039	\$ 246,182	RAILCARS	0	0	0

				STONEROCK					
		CURRENT YEAR		PRIOR		CURRENT YEAR		PRIOR	
		MONTH	YTD	YTD		MONTH	YTD	YTD	
REVENUE	\$	30,938	\$ 419,090	\$ 311,866	TONNAGE	0	38,069	41,365	
RENTS		20,032	\$ 242,784	236,532	TEUS	0	0	0	
TOTAL	\$	50,970	\$ 661,874	\$ 548,398	RAILCARS	0	0	0	

				Berth One Palm Beach, LLC				
CURRENT YEAR			PRIOR		CURRENT YEAR		PRIOR	
		YTD	YTD		MONTH	YTD	YTD	
REVENUE	\$	33,069	\$ 301,083	\$ 199,963	TONNAGE	0	0	0
RENTS		6,850	60,455	39,323	TEUS	0	0	0
TOTAL	\$	39,919	\$ 361,538	\$ 239,286	RAILCARS	0	0	0

				PORT CONTRACTORS						
				PRIOR			PRIOR			
CURRENT YEAR			YTD		CURRENT YEAR					
MONTH	YTD				MONTH	YTD				
REVENUE	\$	53,917	\$	646,218	\$	528,705	TONNAGE	1,540	17,774	17,358
RENTS		13,626		88,728		76,730	TEUS	6	24	227
TOTAL	\$	67,543	\$	734,946	\$	605,435	RAILCARS	2	6	0

	MINIMUM GUARANTEES		PRIOR YEAR
		<u>CURRENT YEAR</u>	
CEMEX(USA)	150,000 st	\$ 74,876	\$ 86,391
S. FL Materials-D	800,000 bbl	114,400	65,692
TOTAL		<u>\$ 189,276</u>	<u>\$ 152,083</u>

		ADDITIONAL RENTS		
		CURRENT YEAR		PRIOR
		MONTH	YTD	YTD
GSA	\$	45,385	\$ 408,465	\$ 406,342
MERCHANTS		45,033	402,190	373,521
ALL OTHER		75,727	797,688	1,043,903
	\$	166,145	\$ 1,608,343	\$ 1,823,766

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Daniel Kirchman

Submitting Department: Finance

Item Type: Cash & Investments

Agenda Section: CONSENT AGENDA

Subject:

Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for June 2024 (FY24)

Suggested Action:

Motion to approve the Cash and Investment Balances, MARAD & FDOT Seaport Grants Status and American Express Monthly Statement of Charges – June 2024 (FY2024).

Background:

Provided are the Cash and Investment Reconciled Bank Balances, FDOT Seaport Grants Status Summary Report and American Express Monthly Statement of Charges for June 2024 (FY24).

Cash and Investment Reconciled Bank Balances reflect a breakdown of the Port's available cash between unrestricted, restricted per bond covenants and obligated or committed funds as authorized by the Board and required to match State and Federal grant dollars and renewal & replacement budgeted outlays. The Port has approximately \$44.65M of cash as of June 30, 2024. Of this amount, \$6.13M is restricted for Debt Service; another \$2.95M is restricted for R&R and Business Development per Bond Covenant; \$0.63M in security deposits; and \$15.60M board designated cash commitments to match FDOT, Federal MARAD PID grants and additional R&R budgeted outlays, which leaves a total of \$19.34M as unrestricted cash.

The Port current estimated matching funds of \$9.40M, for the Federal MARAD and FDOT Project grants is included in the aforementioned Total Board Designated Cash.

The Federal MARAD and FDOT Grant funded projects report provides a financial summary and project status of each active grant funded project including Port matching fund requirements. Director of Planning & Development Carl Baker is available to provide an update to the Board on any of the grant funded projects.

The American Express report delineates detail of all credit card purchases made during the month.

The Port received \$130.33K in interest/dividend earnings in June 2024. This was primarily from investments in Federal government money market mutual funds that are earning approximately 5.2% annualized fund yield.

Financial Impact:

No

Financial Impact Details:

N/A

Additional Information Attached:

Yes

Action Taken:**Attachments:**

(1) Cash Balances - Unrestricted vs Restricted 06-30-24

(2) AmEx Chgs - June 2024

(3) Grants

**PORT OF PALM BEACH DISTRICT
CASH BALANCES
JUNE 30, 2024**

UNRESTRICTED CASH

Allspring Money Market Mutual Fund SWEEP Acct.		\$ 8,705,564	
Wells Fargo Checking Accounts:			
General Revenue & Payroll	8,930,398		
Operation & Maintenance	1,703,472		
Petty Cash	<u>1,550</u>		
Total Unrestricted Cash		<u>10,635,419</u>	
Total Unrestricted Cash and Cash Equivalents			\$ 19,340,983

DESIGNATED CASH

Wells Fargo and Allspring Accounts:			
Allspring Money Market & Capital Improvement -			
PID/FDOT Matching Grants	9,403,803		
Capital Improvement Impress	-		
Renewal & Replacement Budget Transfer	<u>6,194,241</u>		
Total Board Designated Cash & Cash Equivalents			<u>\$ 15,598,044</u>
Total Unrestricted & Board Designated Cash & Cash Equivalents			\$ 34,939,027

RESTRICTED CASH

Wells Fargo and Allspring Accounts:			
Customer Deposits		630,000	
Renewal & Replacement	1,918,085		
Port Development	<u>1,026,711</u>		
Total Bond Covenant Restricted Cash		2,944,796	
Bank of New York Mellon Debt Service Accounts:			
Allspring Money Market - Reserve	2,493,745		
Morgan Stanley Money Market - Series 2002 escrow	2,264,287		
Morgan Stanley Money Market - Series 2013 escrow	<u>1,374,715</u>		
Total Restricted Debt Money Market Funds		<u>6,132,746</u>	
Total Restricted Cash and Cash Equivalents			<u>\$ 9,707,542</u>
TOTAL UNRESTRICTED - DESIGNATED - RESTRICTED: CASH AND CASH EQUIVALENTS			<u><u>\$ 44,646,569</u></u>

**PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 06/28/24**

<u>BUSINESS DEVELOPMENT:</u>		
ENTERPRISE RENTALS-TOLLS-CHARGED IN ERROR TO BE CREDITED BACK-TRACY CAREY	\$	8.07
SUNPASS- CREDIT- WAS CHARGED IN ERROR-TRACY CAREY	\$	(25.00)
INSTACART-MADE PERSONAL CHARGE BY MISTAKE ON PORT AMEX. REPAID PORT VIA CHECK #153.-Y. FARINAS	\$	47.29
AMAZON.COM-WATER PROOF ACTION CAMERA-GO PRO-Y. FARINAS	\$	428.49
AMAZON.COM-SUPER CLAMP CAMERA AND PRESENTATION REMOTES AND SUCTION CUP MOUNT-Y. FARINAS	\$	147.24
LITTLE MOIR'S JUPITER-LUNCH W/HEAVY LIFT. RE-AWARD SUBMISSION-Y. FARINAS	\$	129.00
WPY SUPRME MEDIA WPB-AUDIO FOR USCG EVENT ON 7/19/24-Y. FARINAS	\$	350.00
CANVA-SUBSCRIPTION	\$	99.99
INTERCONTINENTAL-HOTEL. ATTENDING QTRLY SERDSTF REGIONAL MEETING IN MIAMI-Y. FARINAS	\$	61.30
INTERCONTINENTAL-HOTEL.ATTENDING QTRLY SERDSTF REGIONAL MEETING IN MIAMI-Y. FARINAS	\$	671.29
SAILFISH MARINA-LUNCH W/ MIKE ZALLY & FABRICIO CORDOVA OF FL SUGAR, M. MEEKINS & BEA GREFFIN	\$	175.20
HILTON-HOTEL -ATTENDING CANADIAN DELEGATION AT KRAVIS CENTER-M. MEEKINS	\$	241.94
FRIGATES-LUNCH WITH M. MEEKINS, BEA GREFFIN AND RICK PLACERES. DISCUSSED PORT OPERATIONS	\$	78.75
ONE PARKING-ATTENDING CANADIAN DELEGATION AT KRAVIS CENTER-M. MEEKINS	\$	22.29
HILTON-CREDIT-TAXES REMOVED-M. MEEKINS	\$	(27.84)
ABSOLUTE PARTY RENTAL-ITEMS FOR 7/19/24 US COAST GUARD EVENT IN CRUISE TERMINAL	\$	485.46
SAILFISH MARINA-LUNCH W/ J. VOYER (NEW DIR OF FIN), R. RIVERA, HR & M. MEEKINS. DISCUSSED PORT OPERATIONS	\$	137.40
CHIPOTLE-LUNCH FOR INTERNS 1ST DAY	\$	150.34
PUBLIX-TREATS FOR USACE PROGRAM ON 6/6/24	\$	11.14
PUBLIX-TREATS FOR USACE PROGRAM ON 6/6/24	\$	24.40
ROYAL SUBS-LUNCH MEETING-COMM. RICHARDS AND M. MEEKINS. DISCUSSED PORT OPERATIONS	\$	35.89
ABSOLUTE PARTY RENTAL-ITEMS FOR 7/19/24 US COAST GUARD EVENT IN CRUISE TERMINAL	\$	485.46
PORT EVERGLADES ASSOCIATION-(1) TICKET FOR COMM. DASS FOR THE JUNE LUNCHEON AT PT. EVERGLADES	\$	40.00
PB NORTH CHAMBER OF COMMERCE- (1) TKT FOR COMM. DASS FOR THE ANNUAL VALOR & COMMUNITY SERVICE AWARDS	\$	55.00
LEADERSHIP BUSINESS COUNCIL-1 TICKET FOR COMM. DASS TO THE LEADERSHIP BREAKFAST	\$	75.00
SUITS FOR SENIORS-(1) TICKET FOR COMM. DASS FOR THE 2024 BREAKFAST AWARDS	\$	100.00
EMBASSY SUITE BY HILTON-INADVERTENTLY CHARGED TO PORT CARD-AND WAS REPAID ON 7/23/24-B. GREFFIN	\$	159.00
AAPA-JOB POSTING FEE FOR PORT ENGINEER - HR	\$	440.00
INDEED-JOB POSTING FEE FOR DIRECTOR OF FINANCE & PORT ENGINEER-HR	\$	496.89
INDEED-JOB POSTING FEE FOR DIRECTOR OF FINANCE & PORT ENGINEER-HR	\$	596.57
VENEZIA PIZZA & RESTORANTE-LUNCH FOR THE MAINTENANCE DEPARTMENT	\$	156.26
THIS IS IT CAFÉ-BUSINESS LUNCH W/ K. LEGGETT & R. PLACERES	\$	33.52
TONY'S SUBS RESTAURANT-BUSINESS LUNCH W/ K. LEGGETT & R. PLACERES	\$	26.35
① WIRE PAYMENTS MADE ON 07/24/24	\$	5,916.69
<u>OPERATIONS AND MAINTENANCE:</u>		
AMAZON-WATER TESTING KIT PORTWIDE	\$	1,104.00
AMAZON-OFFICE SUPPLIES	\$	13.78
AMAZON-MISCELLANEOUS OFFICE	\$	47.97
AMAZON-OFFICE SUPPLIES	\$	85.70
IDEMIA-TWIC RENEWAL-LENWORTH PALMER (SECURITY)	\$	125.25
AMAZON-MISCELLANEOUS OFFICE	\$	205.44
AMAZON-OFFICE SUPPLIES	\$	7.71
AMAZON-OFFICE SUPPLIES	\$	140.52
AMAZON-OFFICE SUPPLIES	\$	7.59
AMAZON-OFFICE SUPPLIES	\$	51.71
AMAZON-MISCELLANEOUS OFFICEY	\$	99.78
IDEMIA-NEW TWIC BADGE-JAMES VOYER (FINANCE)	\$	125.25
AMAZON-MISCELLANEOUS OFFICE	\$	49.90
AMAZON-MISCELLANEOUS OFFICE-TRACY CAREY	\$	28.95
BABBITS-MULE PARTS-VEH #9-TRACY CAREY	\$	932.04
AMAZON-OFFICE SUPPLIES-TRACY CAREY	\$	50.70
LOWES-PEBBLES FOR GLEN D'S TABLE DECORATIONS	\$	13.01
AMAZON-MEMORY CARDS FOR IT-BOARD ROOM RECORDER	\$	49.08
AMAZON-OFFICE CHAIR FOR MIKE MEEKINS	\$	199.99
MICHAELS-FRAMING FOR TROPICAL POSTER	\$	112.96
AMAZON-TABLECLOTHS-NAVY-KAREN EMERY	\$	22.32
AMAZON-TABLECLOTHS-WHITE-KAREN EMERY	\$	34.21
AMAZON-TABLECLOTHS-NAVY-KAREN EMERY	\$	45.10
AMAZON-TABLECLOTHS-WHITE-KAREN EMERY	\$	35.76
AMAZON-DRY ERASE CLEANER, MARKERS AND STICKY NOTE DISPENSER	\$	58.23
1-800-FLOWERS-SYMPATHY ARRANGEMENT FOR M. MEEKINS FARTHER-IN-LAW.	\$	187.22
AMAZON-SHREDDER, FLODERS FOR HR, DAMP RID FOR M. MEEKINS OFFICE	\$	341.87
AMAZON-STARS FOR 4TH OF JULY EVENTY-	\$	9.99
AMAZON-FOLDERS-	\$	38.64
TELEFLORA-SYMPATHY ARRANGEMENT FOR JOHN W GARY III-REP ATTY WITH GARY, DYTRYCH & RYAN	\$	213.97
TELEFLORA-ADDITIONAL BANNER ADDED TO ARRANGEMENT ABOVE PER CMM RICHARD'S REQUEST	\$	13.90
WWW.ITUNES.COM-INCREASE DATA PLAN FOR PORT CELL PHONE	\$	0.99
MEYERS TURF-TURF FOR MOC	\$	173.50
DOLLAR TREE-4TH OF JULY SUPPLIES FOR SOCIAL COMMITTEE EVENT OF JULY 3RD	\$	21.40
AMAZON-EMERGENCY STROBE LIGHT FOR THE EXPLORER-FACILITIES MAINT DEPT	\$	71.54
WASH & SHINE-CAR WASH VEH #7 FACILITIES MAINT DEPT	\$	35.00
WASH & SHINE-CAR WASH VEH #12-FACILITIES MAINT DEPT	\$	35.00
WASH & SHINE-CAR WASH VEH #13-FACILITIES MAINT DEPT	\$	35.00
CLDTKN TWILIO SENGRIID-EMAIL PROXY FOR PORT INTRANET NOTIFICATIONS-IT DEPT	\$	13.30
AMAZON-BLACK HP TONERS FOR LEGACY PRINTERS-IT DEPT	\$	384.99
CLDTKN CLOUDFLARE-BACKUP DOMAIN FOR PORT INTRANET-IT DEPT	\$	7.50
BT PAMCO PRINTERS-OFFICE SUPPLIES	\$	29.92
HOLOGRAM-SECURITY DASH CAM-SECURITY DEPT	\$	11.15
HOLOGRAM-SECURITY DASH CAM-SECURITY DEPT	\$	5.00
WAS & SHINE-CAR WASH VEH #93-FACILITIES MAINT DEPT	\$	35.00
AMAZON- 2 DOLLIES- FOR JANITORS-FACILITIES MAINT DEPT	\$	391.98
HOLOGRAM-SECURITY DASH CAM-SECURITY DEPT	\$	11.15
① WIRE PAYMENTS MADE ON 07/24/24	\$	5,714.96
① THE ABOVE CHARGES WERE THROUGH THE MONTHLY STATEMENT ENDING ON 06/28/24.		
MEMO: PORT MOVED TO THE AMEX CORP. REWARDS CARDS		

Port of Palm Beach - MARAD PID & FDOT Seaport Grants / Active & Open Agreements											
Grant Contract No.	Project Description	Execution Date	Expiration Date	Funding Ratio	Total Project Cost Estimate	Total Project Expended	Total Grant Funding	Original Port Match	Port Expended	Port's Current Match Requirement @ 06/30/24	STATUS
693JF72140003 G1L41 - G2558	MARAD - PID / FDOT On Port Rail Yard Improvements	MARAD 06/24/22 FDOT 6/27/2020	MARAD 06/30/29 FDOT 12/31/2024	50-Fed 25-State 25-Port	\$ 26,448,090	\$ 2,243,469	\$ 18,461,115	\$ 7,426,108	\$ 560,867	\$ 6,865,241	Upgrade and expand capacity of cargo & intermodal rail transfer facility. Eastern portion of rail materials were ordered and delivered at \$921K. HRD & Kimley-Horn issued work orders for project scoping & design/DB, & const. mgmt., for \$2.398M. Construction bid awarded to Gonzalez & Sons/TranSystems for \$22.187M. In addition, another \$1.050M for underground utilities, stormwater line, & railroad crossing. MARAD has approved revised scope.
G1L41	Upland Cargo Improvements - Rail Cargo Operations	01/31/22	12/31/26	50 / 50	\$ 3,782,666	\$ 3,782,666	\$ 1,891,333	\$ 1,891,333	\$ 1,891,333	\$ -	This project is additional funding for the rail improvements west of Ave. E, not eligible to be combined with MARAD - PID grant. Kimley-Horn issued work orders for \$200K to design, permit, bid, survey, prepare technical solicitation and project management, and authorization to issue a RFP for the western rail replacement project. Western portion of rail materials were ordered and delivered at \$1,381M. Emergency portion of rail replaced - 784 feet for \$90,621. Bid awarded to Gonzalez & Sons or \$2.133M, notice to proceed issued on 11/27/23, project was completed in April 2024.
G1Z03	Master Planning Initiative	08/26/21	12/31/25	50 / 50	\$ 800,000	\$ 766,933	\$ 400,000	\$ 400,000	\$ 383,466	\$ 16,534	Project is completed and final report issued and approved by Palm Beach County. Port has not received final invoice from Moffatt & Nichol.
G1560	Multi-Ship Passenger Loading Bridge	01/31/19	01/31/25	50 / 50	\$ 2,500,000	\$ 280,528	\$ 1,250,000	\$ 1,250,000	\$ 140,264	\$ -	Purchase of pre-owned PLB, relocation, delivery, & storage completed. Design, engineering, attachments, construction & installation on hold pending future of cruise line business. There is a possibility that a new PLB may be needed to meet the requirements of a new cruise ship.
G2H48	North Fence Security System	03/09/23	12/31/27	75 / 25	\$ 82,450	\$ 64,628	\$ 61,837	\$ 20,613	\$ 16,157	\$ 4,456	Additional cameras and other security features that will monitor the 10th St., northern boundary fence. Contract issued for the purchase of a power circuit, (5) enclosures w/ quad receptacles, and cameras, with installation of fiber cable. Project is 75% completed.
G2476	GIS Port Infrastructure Management project	01/10/22	12/31/25	50 / 50	\$ 60,000	\$ 21,059	\$ 30,000	\$ 30,000	\$ 10,530	\$ 19,470	Initial phase one development and purchase of Trimble GPS survey catalyst equipment, software, and training for a port-wide geographic information system for facility and environmental management. Project will require dedicated staffing for full implementation., new Port engineer will develop scope plans and costs.
G1Z04	Cathodic Protection for Slip Steel Sheet Piles	08/26/21	12/31/25	75 / 25	\$ 1,333,333	\$ 540,923	\$ 1,000,000	\$ 333,333	\$ 135,231	\$ 198,102	Purchase and delivery of cathodic protection aluminum anodes at a cost of \$522,990. Issued and completed work order to Pond Consulting for \$17,933 to assist with design/placement of anodes. Secure the services of Callaway Marine diving that installed cathodic protection test stations. Final design and placement of anodes on slip sheet walls on hold until new Port Engineer is hired.
G2382	Upland Cargo Improvements - Tropical Container Yard	12/03/21	12/31/26	50 / 50	\$ 2,900,000	\$ -	\$ 1,450,000	\$ 1,450,000	\$ -	\$ 1,450,000	Project is for engineering design and construction services to repair stormdrain outfall structure and reinforce paving on Berths 8 & 9 to allow continued safe operations of heavy equipment. Remainder of grant will be used to reinforce selected areas of the container yard. Work order issued to Kimley-Horn to evaluate, provide recommendations for improvements, and operational modifications and general conditions assessments with Jacobs Engineering and Tierra So. FL, for \$124,840.
G2F27	Warehouse # 13 Replacement	01/17/23	12/31/26	50 / 50	\$ 2,800,000	\$ -	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	Plans are to rehabilitate building roof. Construction is estimated to begin in FY 2025.
G2152	10th St. Land Acquisition	02/27/24	12/31/27	50 / 50	\$ 7,347,348	\$ 196,740	\$ 3,673,674	\$ 3,673,674	\$ 98,370	\$ 600,000	Port purchased one lot in April 2024 for \$196K. Additional lots will first be purchased based on availability.
HL242	10th St. Land Acquisition	07/01/23	06/30/25	2/3 / 1/3	\$ 750,000	\$ -	\$ 500,000	\$ 250,000	\$ -	\$ 250,000	FL Dept. of Commerce / FL Legislature. Additional lots will first be purchased based on availability.
										\$ 9,403,803	Port's Total Current Match Requirement

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Daniel Kirchman

Submitting Department: Finance

Item Type: Policy and Procedures

Agenda Section: CONSENT AGENDA

Subject:

Check Signing Policy and Procedures - Resolution No. 2024-09

Suggested Action:

The Board of Commissioners is respectfully requested to adopt the resolution No. 2024-09 to change check signing policies and procedures.

Background:

As a result of recent organization and title changes to existing positions, staff is proposing to remove the Deputy Director of Finance and Capital Program under Level 2 and replace with the Director of Finance under Level 1. All of the remaining Resolution will remain the same as the previous approved Resolution 2023-04.

Staff respectfully requests the Board approval of Resolution No. 2024-09.

Financial Impact:

No

Financial Impact Details:

N/A

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Resolution No. 2024-09 \(Check Signing Title Change 8-15-24\)](#)

[Resolution No.2023-04](#)

RESOLUTION NO. 2024 - 09

A RESOLUTION OF THE PORT OF PALM BEACH DISTRICT STATING ITS INTENTION TO CHANGE CHECK-SIGNING POLICIES AND PROCEDURES

WHEREAS, Article XVII of the Charter of the Port of Palm Beach District (Port) describes policies and procedures for disbursement of funds, including check-signing policies and procedures including the authority to authorize and designate the Executive Director and other employees of the Port to disburse funds from designated accounts; and

WHEREAS, the Board of Port Commissioners (Commission) seeks to implement efficient operational procedures in keeping with good business practices; and

WHEREAS, such best practices assign performance of check-signing duties to some combination of Port executive staff members;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF PALM BEACH DISTRICT BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1: SIGNATORY AUTHORITY. Policies and procedures of the Port of Palm Beach District are amended such that Commission members no longer are required to perform check-signing duties and disburse funds from the Impress Accounts established under Article XVII of its charter. Furthermore, that Port checks drawn on such Impress Accounts must be signed by at least two (2) Port officials - one Level 1 category official and one Level 2 category official as indicated below:

LEVEL 1

Executive Director
Director of Finance

LEVEL 2

Deputy Director of Business Operations and Administration
Director of Contract Compliance and Tenant Relations
Port Controller

The Commission hereby extends authorization to the Executive Director and the Deputy Director, to allow for the replenishment of the Impress Accounts by transferring funds, as needed, from the Port's General Accounts.

SECTION 2: FIDELITY BOND. The Executive Director and any Port staff officials who have the authority to disburse Port funds from any account indicated hereinabove shall all times be bonded with a fidelity bond in at least an amount equal to maximum amount of funds that would be held in said accounts at any one time and be subject to withdrawal by the Executive Director or Port staff.

WHEREAS, this resolution will take effect immediately upon passage.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.



PORT OF PALM BEACH DISTRICT BY ITS BOARD OF COMMISSIONERS:

Wayne M. Richards, Chair

Deandre J. Poole, Vice-Chair

Blair J. Ciklin, Secretary/Treasurer

Jean L. Enright, Commissioner

Varisa Lall Dass, Commissioner

Legal Sufficiency:

John J. Fumero, Port Attorney

RESOLUTION No. 2023-04**A RESOLUTION OF THE PORT OF PALM BEACH DISTRICT
STATING ITS INTENTION TO CHANGE CHECK-SIGNING
POLICIES AND PROCEDURES**

WHEREAS, Article XVII of the Charter of the Port of Palm Beach District (Port) describes policies and procedures for disbursement of funds, including check-signing policies and procedures including the authority to authorize and designate the Executive Director and other employees of the Port to disburse funds from designated accounts; and

WHEREAS, the Board of Port Commissioners (Commission) seeks to implement efficient operational procedures in keeping with good business practices; and

WHEREAS, such best practices assign performance of check-signing duties to some combination of Port executive staff members;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF PALM BEACH DISTRICT BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1: SIGNATORY AUTHORITY. Policies and procedures of the Port of Palm Beach District are amended such that Commission members no longer are required to perform check-signing duties and disburse of funds from the Impress Accounts established under Article XVII of its charter. Furthermore, Port checks drawn on such Impress Accounts must be signed by at least two (2) Port officials – one Level 1 category official and one Level 2 category official as indicated below:

LEVEL 1 Category

Executive Director

LEVEL 2 Category

Deputy Director of Business Operations and Administration

Director of Contract Compliance and Tenant Relations

Deputy Director of Finance and Capital Improvement

Port Controller

The Commission hereby extends authorization to the Executive Director, and the Deputy Directors, to allow for replenishment of the Impress Accounts by transferring funds as needed from the Port General Account.

RESOLUTION No. 2023-04

SECTION 2: FIDELITY BOND. The Executive Director and any Port staff officials who have the authority to disburse Port funds from any account indicated hereinabove shall all times be bonded with a fidelity bond in at least an amount equal to maximum amount of funds that would be held in said accounts at any one time and be subject to withdrawal by the Executive Director or Port staff.

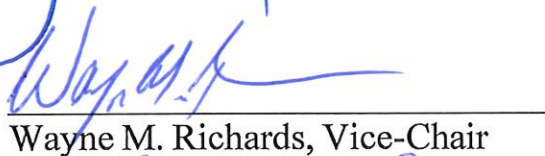
WHEREAS, this Resolution will take effect immediately upon passage.

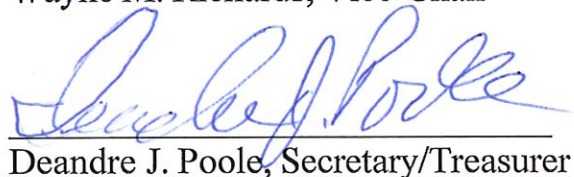
PASSED AND ADOPTED THIS 15th DAY OF JUNE 2023.




**PORT OF PALM BEACH DISTRICT BY ITS
BOARD OF COMMISSIONERS:**


Jean L. Enright, Chair

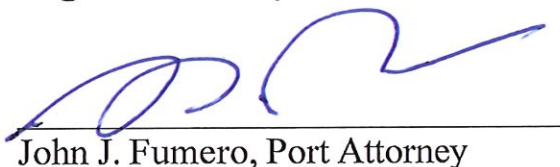

Wayne M. Richards, Vice-Chair


Deandre J. Poole, Secretary/Treasurer


Blair J. Ciklin, Commissioner


Varisa Lall Dass, Commissioner

Legal Sufficiency:


John J. Fumero, Port Attorney

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Phillip Ford

Submitting Department: Purchasing

Item Type: Contract Report

Agenda Section: CONSENT AGENDA

Subject:

Active Contract Report

Suggested Action:

Informational item only.

Background:

The Contract Report is presented to the Port of Palm Beach Commission for informational purposes. The report delineates all current, third-party contracts of the Port. The report is sorted by contracts over \$25,000 requiring Board approval, in accordance with the adopted purchasing procedures and then all other Port contracts. In addition, the report is then sorted by expiring/term date, which provides the Port of Palm Beach Commission a view of upcoming contract renewals or requests to solicit for replacement contracts to be presented for approval at future Commission meetings.

Financial Impact:

No

Financial Impact Details:

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Active Contract Report - August 2024](#)

PORT OF PALM BEACH ACTIVE CONTRACT REPORT
REQUIRED BOARD APPROVAL

Vendor Name	Description/Scope of Work	Location/Department	Procurement Type	Board Approval Date	Dept./Project Manager	Base Contract Term Begin	Base Contract Term (Years)	Contract Option Year(s)	Current Contract Term Ends	Annual Contract Value	WMBE Y/N	Comments/Cancellation Term
USI Insurance Services, LLC	Broker for property, equipment, auto, work comp & hull (PGIT), liability (Swiss Re Corp.), excess liability (NY Marine/Gen. Ins. Co., Starstone Nat'l. Ins. Co.) and hull (Swiss Re Corp.)	Port Administration	N/A	9/21/2023	Dep Dir Bus Ops & Admin	10/1/2023	1	Successive 1 yr. terms	9/30/2024	\$906,587.00/FY 24	N	Cancellation at any time with written notice of effective termination date.
The Standard	Provides Port-life ins, short term, long term	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	10/1/2021	1	Successive 1 yr. terms	9/30/2024	\$60,768.54/FY 24	N	Cancellation at any time with written notice of effective termination date.
Florida Blue	Provides Port/employee paid health insurance	Port Administration	N/A	N/A	Finance / Director of Finance	10/1/2023	1	Successive 1 yr. terms	9/30/2024	\$951,659.84/FY 24	N	Cancellation at any time with written notice of effective termination date.
United Healthcare	Provides Port/employee paid dental insurance	Port Administration	N/A	N/A	Finance / Director of Finance	10/1/2023	1	Successive 1 yr. terms	9/30/2024	\$61,424.16/FY 24	N	Cancellation at any time with written notice of effective termination date.
Wells Fargo	Banking Services	Finance	RFQ	1/19/2006	Finance / Director of Finance	11/1/2022	1	None	10/31/2024	\$45,083.00/FY 23	N	Cancellation with 30 days written notice.
Kone, Inc.	Elevator/Escalator Maintenance Services	Operations	Piggyback	2/15/2024	Assistant Director of Operations	2/15/2024	9 months	co-terminus with U.S. Communities Contract No. EV2516	11/30/2024	\$50,000.00	Y	Cancellation with written notice.
Weiser Security Services, Inc.	Security Services	Port Security	RFP	12/16/2021	Security / Director of Security	1/17/2022	3	3 additional periods of 1 year each	1/16/2025	\$600,113.23/FY 23	Y	Cancellation at any time with written notice of effective termination date.
Greyson Technologies	Network consulting services	Port Wide	RFP	6/16/2022	MIS / Director of Information Systems	7/15/2022	3	Two additional 1 yr. terms	7/14/2025	\$124,379.73/FY 23	N	Cancellation at any time with written notice of effective termination date.
Greyson	Artic Wolf	PortWide	Piggyback	7/18/2024	MIS / Director of Information Systems	7/30/2024	1		7/29/2025	\$42,370.85	N	
Akerman Senterfitt (ASE)	Public Policy Consulting Services	Port Administration	Direct Purchase	7/19/2018	Executive Office / Executive Director	8/1/2018	1	Successive 1 yr. terms	7/31/2025	\$48,000.00/FY 25	N	Cancellation with 30 days written notice.
Palm Beach Parking	Valet Parking Operations	Cruise Terminal	RFP	2/20/2009	Operations / Dir. of Operations	7/1/2023	3	None	6/30/2026	\$55,216.00/FY 23	N	Cancellation at any time with 48-hours written notice.
Trane U.S. Inc.	A/C Maintenance and Repair Services	MOC/CT, Southgate WH	RFP	5/19/2022	Facilities / Dir of Facilities	6/1/2022	5	Two additional 1 yr. terms	5/31/2027	\$1,007,850.09/FY 23	N	Cancellation at any time with written notice of effective termination date.
Nason, Yaeger, Gerson, Harris & Fumero	Port Counsel	Port Wide	RFP	9/16/2021	Executive Office / Executive Director	9/16/2021	3	Two additional 1 yr. terms	9/15/2027		N	Cancellation with 30 days writtent notice and Board approval.
Palm Beach County Interlocal Agreement	Radio Repair Services	Port Security	Interlocal Agreement	8/15/2024	Security / Director of Security	8/16/2024	5	5	8/15/2029	\$18541.00	N	Cancellation with three (3) month notice.
Kimley Horn	Engineering Services/Work of a Specified Nature	Port Wide	CCNA	3/15/2018	Engineering / Port Engineer	3/15/2018	N/A	N/A	Continuing Contract	\$205,711.88/FY 23	N	Cancellation at any time for convenience.
E.C. Fennell	Engineering Services/Projects NTE \$2M	Port Wide	CCNA	3/15/2018	Engineering / Port Engineer	3/18/2018	N/A	N/A	Continuing Contract	\$88,382.43/FY 2023	N	Cancellation at any time for convenience.

Gehring Group	Broker for medical, dental, vision, life, short-term disability policies	Port Administration	N/A	9/21/2023	Finance / Director of Finance	6/1/2021	N/A	N/A	N/A		N	Cancellation due to material breach of agreement
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PORT OF PALM BEACH ACTIVE CONTRACT REPORT
ALL OTHER PORT CONTRACTS

Vendor Name	Description/Scope of Work	Location/Department	Procurement Type	BOARD APPROVAL DATE	Dept./Project Manager	Base Contract Term Begin	Base Contract Term (Years)	Contract Option Year(s)	Current Contract Term (Years)	Current Contract Term Ends	Annual Contract Value	WMBE Y/N	Comments/Cancellation Term
Critical Mention	Media Monitoring Service	Website	Direct Purchase	10/1/2021	Public Relations / Public Information Officer	10/01/23	1	Successive 1 yr. terms		9/30/2024	\$6,700.00	N	Cancellation at any time with written notice of effective termination date.
Rockefeller Group Development Corporation	Consulting Services Agreement	Clerk's Office	Direct Purchase	N/A	Clerk's Office/District Clerk					9/30/2024	\$3,000.00		
PowerSecure, Inc.	Emergency generator inspection/repair services	MOC/S Gate	RFP	3/16/2017	Facilities / Dir of Facilities	04/03/17	3	Successive 1 yr. terms	1	11/14/2024	\$10,267.00/year	N	Cancellation with 30 days written notice.
American Track	Signal Maintenance & Repairs	Railroad	Direct Purchase	N/A	Railroad / Dir of Facilities	04/01/23	1	Successive 1 yr. terms		12/31/2024	\$6,384.00/year	N	Cancellation at any time with written notice of effective termination date.
SWE, Inc. dba Southwest Engineers	zPurchase Agreement for Water Treatment	Operations/Facilities	Direct Purchase	N/A		01/01/22	1	Successive 1 yr. terms	1	12/31/2024	\$4,980.00/year	N	Cancellation with 30 days written notice.
AT&T	Internet	Port Administration	Direct Purchase	1/20/2022	MIS / Director of Information Systems	01/24/22	3	Month to month until new contract term is established	3	1/23/2025	\$14,274.00/year	N	Cancellation at any time with written notice of effective termination date.
isolved	Payroll processing services	HR	Direct Purchase	N/A	Finance / Director of Finance	04/07/22	2	Successive 1 yr. terms		1/24/2025	\$3,836.60/year	N	Cancellation with 60 days written notice.
Palm Beach County Interlocal Agreement	800 mhz radio systme - access to PBC public safety trunked radio system	Port Security	Interlocal Agreement	6/23/2005	Security / Director of Security	06/23/05	5	May be renewable for an additional 5 years	5	2/10/2025	\$6,300/year	N	May be terminated without cause only on 10/1 of any year, with a min. of 6 mos. notice (July 2024).
Certified Elevator Inspections, Inc.	elevator inspections	Operations/Facilities	Direct Purchase	N/A	Assistant Director of Operations	04/02/24	1	Successive 1 yr. terms	1	4/1/2025	\$1800	N	
J. O'BrienCo., Inc.	Desktop visitor badge system, EasyLobby, software support	Security	Direct Purchase	2/16/2023	Security / Director of Security	04/15/24	1	Successive 1 yr. terms	1	4/14/2025	\$7,795.24/year	N	Cancellation with 30 days written notice.
Palmsol	Port Wide	Network Consulting Service	RFP	4/21/2016	MIS / Director of Information Systems	04/21/16	3	Successive 3 yr. terms		4/20/2025	\$14,250.00/year	N	Cancellation at any time with written notice of effective termination date.
CivicPlus	CivicSend and AudioEye Communications platforms for Port's website	Business Development	Direct Purchase	4/18/2013	Public Relations / Public Information Officer	05/01/13	1	Successive 1 yr. terms	1	4/30/2025	\$15,260.34/year	N	Cancellation with 60 day written notice.
Trackforce Acquireco, Inc.	Silvertrac Guard management and Reporting Software Subscription	Operations/Facilities	Direct Purchase	N/A	Director of Operations	05/01/24	1	None	1	4/30/2025	\$5088.00/year	N	No termination clause. Can only be not renewed with a 30 day notice prior to expiration of current term.
SHI International Corp.	Peak Agenda and Audio management systems.	Port Administration	Piggyback	3/15/2018	Dep Dir Bus Ops & Admin	05/31/18	1		1	5/30/2025	\$19,927.35/year	N	Cancellation with 90 days written notice.
Davco Electrical	Electrical repairs	Port Wide	RFP	3/28/2022	Facilities / Dir of Facilities	06/01/22	3	Two additional 1 yr. terms	1	5/31/2025	\$24,987.06/year	N	Cancellation at any time with written notice of effective termination date.
Netphone	Cabling services	Port Wide	RFP	5/19/2022	MIS / Director of Information Systems	06/14/22	3	Two additional 1 yr. terms	2	6/13/2025	\$13,000.00/year	Y	Cancellation at any time with written notice of effective termination date.
AT&T	Local calling plan.	Port Administration	N/A	6/27/2019	MIS / Director of Information Systems	06/27/19	3	Month to month after initial term	3	6/26/2025	\$44/month, per access line	N	Cancellation at any time with written notice of effective termination date.
Iron Mountain	Records storage and retention	Records	Off-site location	7/1/2002	Clerk's Office/District Clerk	07/01/02	1	Successive 1 yr. terms	Successive 1 yr. terms	6/30/2025	See fee schedule for prevailing rates, eff. 7/1 of each year.	N	Cancellation with 30 days written notice.

Vendor Name	Description/Scope of Work	Location/Department	Procurement Type	BOARD APPROVAL DATE	Dept./Project Manager	Base Contract Term Begin	Base Contract Term (Years)	Contract Option Year(s)	Current Contract Term (Years)	Current Contract Term Ends	Annual Contract Value	WMBE Y/N	Comments/Cancellation Term
Dynafire, Inc.	Alarm monitoring, inspection and repair	MOC/CT, POC, S Gate, Bldg. D (Tropical) and Bldg. 13 (Gulfstream)	RFP	3/28/2022	Facilities / Dir of Facilities	07/01/22	3	Two additional 1 yr. terms		6/30/2025	\$19,520.00/year	N	Cancellation at any time with written notice of effective termination date.
Truly Nolen	Pest Control Services	Port Wide	ITB	5/20/2021	Facilities / Dir of Facilities	07/01/21	3	One additional 1 yr. term		6/30/2025	\$393/mo service	N	Cancellation at any time with written notice of effective termination date.
Property Works	Landscape Services	MOC, MLK, Main Gate	RFP	6/17/2021	Facilities / Dir of Facilities	07/12/21	3	None	1 year	7/11/2025	\$11,172.00/year	Y	Cancellation at any time with written notice of effective termination date.
STRAX Intelligence Group	Real-time Response Platform	Port Security	Security Grant	10/15/2020	Security / Director of Security	11/16/20	2	Successive 1 yr. terms	3	11/15/2025	\$24,000.00/2 years	N	Cancellable year one for performance, with 30 days written notice.
Ricoh	Lease/service agreement on (2) IMC6000's - MOC - 6th floor, behind reception and in copy room	Port Administration	State Contract	11/18/2021	Finance / Director of Finance	04/01/22	5	None	5	3/30/2027	\$5,072.40/year	N	Cancellation with 30 days written notice.
S. Davis & Assoc., P.A.	Annual Audit Services	Finance	RFP	8/19/2021	Finance / Director of Finance	05/19/22	5	Two additional 1 yr. terms		5/18/2027	\$68,500.00/year Next 4 years \$63,500.00/year	Y	Cancellation at any time with 30 days written notice.
ADP, Inc.	Workforce Now Services	HR	Direct Purchase	N/A	Human Resources	05/23/24	3	N/A	3	5/22/2027	\$17,893.00	N	Termination with 90 day written notice
Gonzalez & Sons Equipment, Inc.	Track repair services	Railroad	RFP	6/16/2022	Facilities / Dir of Facilities	06/27/22	3	Two additional 1 yr. terms	1	6/26/2027	\$23,127.00/year	Y	Cancellation at any time with written notice of effective termination date.
Ricoh	IMC6000 Multi-function copier/printer - 6th flr./behind reception	MOC	State Contract	8/25/2022	Finance / Director of Finance	09/29/22	5	None		9/30/2027	\$16,011.60/year	N	At any time at end of lease term.
E.C. Fennell	Engineering Services/Study Activity under \$200K	Port Wide	CCNA	3/15/2018	Engineering / Port Engineer	03/18/18	N/A	N/A	N/A	Continuing Contract	\$0/FY 2023	N	Cancellation at any time for convenience.
Jacobs (FKA CH2M Hill)	Engineering Services/Work of a Specified Nature	Port Wide	CCNA	3/11/2008	Engineering / Port Engineer	03/11/08	N/A	N/A		Continuing Contract	\$11,605.10/FY 23	N	Cancellation at any time for convenience with 90 calendar days written notice.
Devine, Blalock, Martin & Sellari, LLC	Auditing Services	M.O.C.	Direct Purchase	N/A	Finance / Director of Finance	As-needed	N/A	N/A	N/A	Until Terminated	\$0/FY 2023	N	Cancellation at any time for convenience.
GNP Services, CPA, PA	Arbitrage rebate services for bonds	M.O.C.	Direct Purchase	N/A	Finance / Director of Finance	As-needed	N/A	N/A	N/A	Until Terminated	\$0/FY 2023	N	Cancellation at any time for convenience.
Spectrum Municipal Services	Financial Advisor	M.O.C.	Direct Purchase	N/A	Finance / Director of Finance	As-needed	N/A	N/A	N/A	Until Terminated	\$0/FY 2023	N	Cancellation with 60 days written notice.
Goode Companies Inc.	Dumpster Service	M.O.C.	Interlocal Agreement	N/A	Facilities / Dir of Facilities	As-needed	N/A	N/A	N/A	Until Terminated	At rates in effect.	N	Franchise agreement with City of Riviera Bch
Goode Companies Inc.	Dumpster Service	Southgate Warehouse	Interlocal Agreement	N/A	Facilities / Dir of Facilities	As-needed	N/A	N/A	N/A	Until Terminated	At rates in effect.	N	Franchise agreement with City of Riviera Bch
Goode Companies Inc.	Recycling Dumpster and Bin	MOC	Interlocal Agreement	N/A	Facilities / Dir of Facilities	As-needed	N/A	N/A	N/A	Until Terminated	At rates in effect.	N	Franchise agreement with City of Riviera Bch
Sheriff of P.B.C.	NICB Processing	Port Wide	Interlocal Agreement	N/A	Security / Director of Security	As-needed	N/A	N/A	N/A	No Exp. Date	Original contract 6/99.	N	Cancellation with 30 days written notice

Vendor Name	Description/Scope of Work	Location/Department	Procurement Type	BOARD APPROVAL DATE	Dept./Project Manager	Base Contract Term Begin	Base Contract Term (Years)	Contract Option Year(s)	Current Contract Term (Years)	Current Contract Term Ends	Annual Contract Value	WMBE Y/N	Comments/Cancellation Term
AFLAC	Provides voluntary, employee-paid, policies to Port staff	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	4/1/2001	Optional insurance for employees: cancer, hospitalization, etc.	N	N/A
AIG Valic Financial Advisors, Inc.	Provides voluntary, employee-paid, deferred compensation services	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	1/1/1980	457 plan deferred optional retirement plan	N	N/A
AXA Equitable	Provides voluntary, employee-paid, deferred compensation services	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	1/1/1980	457 plan deferred optional retirement plan	N	N/A
Coach Comp America	Provides screenings for on-the-job injuries (Workers' Compensation)	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	5/1/2006	Used for workers comp injury claims	N	N/A
Palm Beach Post	Advertising Contract	M.O.C.	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	Until Terminated	N/A	N	Cancellation with 30 days written notice
Idemia	Renewal of Port TWIC badges	Port Administration	N/A	N/A	Security / Director of Security	As-needed	N/A	N/A	Open	Until Terminated	\$125.00 per employee	N	N/A
Absolute MDT	Provides pre-employment and post-accident drug screenings	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	Until Terminated	Drug free workplace provider	N	N/A
Cliff Berry, Inc.	Spill cleanup	Port Wide	N/A	5/20/2021	Facilities / Dir of Facilities	As-needed	N/A	N/A	Open	Until Terminated	\$450/yr. retainer. Credited back if service scheduled.	N	Cancellation at any time with written notice of effective termination date.
MD Now Medical Centers, Inc.	Hearing/Vision screenings for rail crew	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	Until Terminated	FRA safety regulations - rail crew	N	N/A
Manpower	Temporary Employment Service	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	Until Terminated	Used for basic labor workers - bill rate \$17.86	N	N/A
Express	Temporary Employment Service	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Open	Until Terminated	Used for janitorial workers - bill rate \$19.15	N	N/A
Loomis	Armored Car Service	MOC/Office	Direct Purchase	1/21/2021	Finance / Director of Finance	03/01/21	1	Succesive 1 yr. terms		2/28/2023	\$1,548.00/year	N	Cancellation with 60 days written notice. Cancelled eff. 8/1/23. Paying monthly fee of \$129 through 2/28/23.
Accounting Technology Solutions	consulting	Information Technology	Direct Purchase	N/A	MIS / Director of Information Systems	5/31/2024	N/A	N/A	N/A	N/A	unknown	N	Cancellation at any time with written notice.

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Phillip Ford

Submitting Department: Purchasing

Item Type: Agreement

Agenda Section: CONSENT AGENDA

Subject:

Ratification of the Renewal of the Interlocal Agreement with Palm Beach County for Comprehensive Radio Repair Services

Suggested Action:

Approval of motion to ratify the renewal of the Interlocal Agreement with Palm Beach County for Comprehensive Radio Repair Services.

Background:

In September 2019, The Port of Palm Beach District (Port) and Palm Beach County (County) entered into an Interlocal Agreement for the County to provide the Port with comprehensive radio repair services. Radio repair services generally include: 1) warranty and maintenance, and corrective maintenance services on radio equipment, 2) programming of radio communication equipment, and 3) installation of radio equipment to vehicles owned and operated by the Port. The original Interlocal Agreement was valid through August 15, 2024, and included two (2) five-year options to renew periods. The first five-year renewal option is being presented to the Palm Beach District Commission for ratification.

Financial Impact:

Yes

Financial Impact Details:

The financial impact for FY 2025 is \$18,541.00

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Authorization to Renew Radio Maintenance Agreement](#)

[1st Amendment to Radio Maintenance Agreement R2024-0768](#)

**Board of Commissioners**

Blair J. Ciklin
Varisa Lall Dass
Dr. Jean Landfair Enright
Deandre J. Poole, Ph.D.
Wayne M. Richards

Executive Director

Michael Meekins

May 20, 2024

Board of County Commissioners
Palm Beach County
301 North Olive Avenue
West Palm Beach, FL 33401

Dear Commissioners,

Subject: Authorization for Executive Director to Legally Bind the Port of Palm Beach District to Execute the Radio Maintenance Renewal Agreement

The Port's staff was recently contacted by Palm Beach County to renew the subject agreement. Additionally, the request asked that, in order for the renewal to be approved at your July 2, 2024, Board meeting, the Port exercise the renewal prior to your agenda submission deadline, which is May 29, 2024.

The subject renewal agreement requires approval by the Port's Board of Commissioners. The Port's next available Board meeting is scheduled for June 20, 2024. However, to avoid any disruptions in service, on behalf of the Port's Board of Commissioners, I am formally granting our Executive Director, Mr. Michael Meekins, the authority to legally bind the Port in executing the subject renewal agreement.

The Port believes this delegation of authority will streamline the renewal process, allowing for a more efficient and effective agreement finalization, thus ensuring our continued collaboration and operational success.

Should you require any further information or have any questions regarding this authorization, please feel free to contact me directly at 561-841-4529.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne M. Richards", with a long horizontal flourish extending to the right.

Wayne M. Richards

Chairman of the Board

Port of Palm Beach District Commissioners

Cc: Michael Meekins, Executive Director
Phillip Ford, Procurement Administrator



FIRST AMENDMENT TO INTERLOCAL AGREEMENT

R2024 0768

THIS FIRST AMENDMENT to the Interlocal Agreement R2019-1308 dated September 10, 2019, is made as of July 2, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and the Port of Palm Beach District, a special independent taxing district and political subdivision of the State of Florida ("Participant").

In consideration of the mutual promises contained herein, the County and Participant agree as follows:

1. The term of the Agreement, is renewed beginning on August 16, 2024 and continuing through August 15, 2029, pursuant to the exercise of the first renewal option for five (5) years.
2. The Agreement is hereby modified to add the following:

SECTION 24: E-VERIFY – EMPLOYMENT ELIGIBILITY

24.01 Participant warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, , and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Participant's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

24.02 County shall terminate this Agreement if it has a good faith belief that Participant has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

3. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Participant and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

R2024 0768


JUL 02 2024

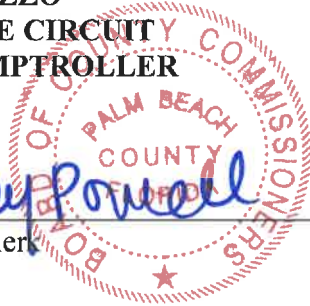
ATTEST:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

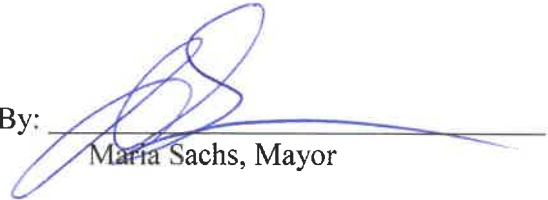
**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

By:


Deputy Clerk



By:


Maria Sachs, Mayor

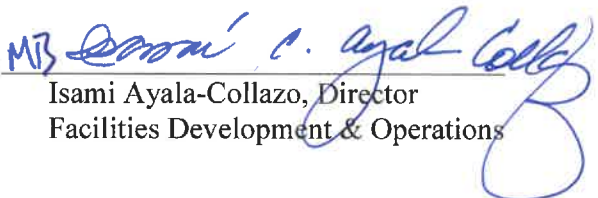
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By:


County Attorney

By:


Isami Ayala-Collazo, Director
Facilities Development & Operations

Port of Palm Beach/First Amendment

ATTEST:

By: 
Signature

By: Phillip Ford, Program Administrator
Print Name and Title

PORT OF PALM BEACH DISTRICT

By: 

Michael Meekins, Exec Dir
Print Name and Title

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Jackelin Machado

Submitting Department: Clerk's Office

Item Type: Amendment

Agenda Section: CONSENT AGENDA

Subject:

Amendment to 2022 RSBC Real Estate LLLP dba Safe Harbor Marinas Rybovich (RSBC) Foreign Trade Zone Operator Agreement

Suggested Action:

The Board is respectfully requested to ratify/approve and authorize the Executive Director to sign the Amendment to 2022 RSBC Real Estate LLLP dba Safe Harbor Marinas Rybovich (RSBC) Operator Agreement.

Background:

On October 20, 2020, the FTZB approved Rybovich's request to re-designate its FTZ site (Site 11) as well as adding new site (Site 135A- Site 2) to the subzone for the sole use of Rybovich.

On September 21, 2021, the Port of Palm Beach was notified that Rybovich Boat Company LLC was acquired by Safe Harbor Marinas; the change in ownership of the FTZ Operator was approved by the FTZ Board. The management and operations of the FTZ activities previously granted to Rybovich was assumed by RSB Real Estate Company LLC dba Safe Harbor Rybovich.

At the April 21, 2022, Commission meeting, the Port Commission approved and authorized the Executive Director to sign the Safe Harbor Rybovich Foreign Trade Zone Operator Agreement renewal.

On July 10, 2024, the FTZ Board approved Safe Harbor Rybovich's request to add a new site (Site 3) to the subzone for the sole use of Rybovich. The site is located at Berth One.

Rybovich utilizes FTZ procedures to prepare, present, display/exhibit and distribute both new and used motor yachts. Rybovich operates the FTZ site for its own use as well as for the use of other motor yacht importers. Production activities are not being conducted at the site. Activities at the site does not constitute retail trade.

Financial Impact:

Yes

Financial Impact Details:

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Amendment to 2022 Operator Agreement - Safe Harbor Rybovich](#)

[2022- 2025 Operator Agreement - Safe Harbor Rybovich](#)

AMENDMENT TO OPERATOR'S AGREEMENT

DATED APRIL 21, 2022

Now come Port of Palm Beach District ("Grantee") and RSBC Real Estate LLLP dba Safe Harbor Marinas Rybovich (RSBC) ("Operator") and modify their Operator's Agreement dated April 21st, 2022 in accordance with the letter dated July 10, 2024 (S-117-2024) from Elizabeth Whiteman, Executive Secretary the Foreign-Trade Zones Board, United States Department of Commerce, which letter is attached hereto as Exhibit A, and which letter provides, inter alia, for a minor boundary modification.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of July ____ 2024.

GRANTOR:
PORT OF PALM BEACH


By _____
Michael Meekins, Executive Director

OPERATOR:
RSBC Real Estate LLLP dba Safe
Harbor Marinas Rybovich (RSBC)
By _____



0 50 100
Feet
1:1,200



 RSBC Real Estate LLLP dba Safe Harbor Rybovich
Site 3 - Berth One
Square Feet: 123,000

Blue Ocean
TRADE CONSULTANTS



Micheal Meekins
Executive Director
Port of Palm Beach
One East 11th Street, Suite 600
Riviera Beach, Florida 33404

S-117-2024

Dear Mr. Meekins:

This is to inform you that your request for a minor boundary modification of Foreign-Trade Zone (FTZ) 135, Riviera Beach, Florida, under the alternative site framework (ASF) is approved pursuant to Section 400.38 of the Foreign-Trade Zones Board's regulations.

This action involves expanding an existing ASF subzone for the sole use of RSBC Real Estate LLLP dba Safe Harbor Marinas Rybovich (RSBC) as operator or user. Subzone 135A will now include the following additional site: Site 3 (2.82 acres) – Berth One, 1 East 11th Street, Riviera Beach, Palm Beach County.

This change does not result in an expansion of the scope of authorized zone activity and is consistent with the ASF zone plan approved by the Board in September of 2018. This action does not imply authority for any production activity requiring advance approval by the FTZ Board.

The requested minor boundary modification is approved effective this date subject to an ASF sunset provision that would terminate authority for the site on July 31, 2027 (and again every three years thereafter) if no foreign non-duty paid merchandise is admitted to the site for a *bona fide* customs purpose during the sunset period. Further, if RSBC vacates the site, the site's subzone designation will automatically self-terminate.

We have incorporated this action into our site information for FTZ 135– which you may consult at any point in the Online FTZ Information System on our website (accessible via www.trade.gov/ftz). We ask that you retain the application and approval documents in your zone file and update your zone records in accordance with the FTZ Board regulations (15 CFR Sec. 400.51).

Sincerely,

7/10/2024

X

Signed by: ELIZABETH WHITEMAN
Executive Secretary

cc: David W. Scroggins, U.S. Customs and Border Protection

OPERATOR'S AGREEMENT

THIS AGREEMENT is made this 21th day of APRIL, 2022, by and between the PORT OF PALM BEACH DISTRICT ("GRANTEE") and RSBC Real Estate Company LLLP dba SAFE HARBOR RYBOVICH. ("OPERATOR").

WITNESSTH

WHEREAS, GRANTEE has received permission from the United States Foreign-Trade Zones Board to establish a foreign-trade zone, designated as Foreign-Trade Zone No. 135, at various locations in or adjacent to the Palm Beach Customs Port of entry,

WHEREAS, OPERATOR desires to make use of foreign-trade zone status at the site depicted and described in Exhibit A, attached hereto and made a part hereof ("ZONE SITE"), which is within the boundaries of Foreign-Trade Zone No. 135;

WHEREAS, GRANTEE deems it practicable to limit its participation in the everyday operations of the ZONE SITE and to place the operation of the ZONE SITE under the supervision of OPERATOR; and

WHEREAS, upon the terms and conditions herein set forth, OPERATOR desires to undertake the development and operational management of a foreign-trade zone at the ZONE SITE in accordance with standards of construction and operation approved by GRANTEE and the Foreign-Trade Zones Board, including those related to occupancy and use,

NOW THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, agree as follows:

A. AUTHORITY GRANTED/ACCEPTED

1. Authority Granted - GRANTEE grants OPERATOR authority to utilize the ZONE SITE as a foreign-trade zone, subject to the terms, conditions, agreements and restrictions herein set forth, for the term hereof, and for any extensions thereof. All operations therein shall be in conformity with the authority granted by GRANTEE and the Foreign-Trade Zones Board.
2. Authority Accepted – Upon approval by the U.S. Customs and Border Protection, OPERATOR assumes responsibility for the operation and management of the ZONE SITE's foreign-trade zone operations and agrees to operate and manage the ZONE SITE in accordance with the terms and conditions of this Agreement, the effective Zone Schedule and any other applicable standards of operations, rules or regulations that now exist, or which may in the future be instituted or amended by the U.S. Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county or local authority relating to occupancy and use of the ZONE SITE during the term hereof, including any extensions thereof.

3. Grantee Liability - GRANTEE shall not be held liable for violations by OPERATOR.

B. STANDARDS OF OPERATION:

1. Operational Management Procedures – OPERATOR shall establish and implement standards of operation and management of the ZONE SITE which conform to the requirements of the Foreign-Trade Zones Board, the U.S. Customs and Border Protection, and applicable federal, state, county and local laws, regulations and ordinances, and which shall require conformance with such standards by all persons, firms and corporations admitted by it to the ZONE SITE.
2. Zone Operator Activity – OPERATOR shall be responsible for the timely filing of all Customs documents prepared by OPERATOR or by any customs house broker on behalf of OPERATOR. Scheduling of onsite inspections by U.S. Customs and Border Protection personnel as appropriate, preparing and retaining such inventory and records to assure U.S. Customs of its compliance shall be the responsibility of OPERATOR.
3. Right of Entry – representatives of GRANTEE, the Foreign-Trade Zones Board, the U.S. Customs and Border Protection and any other federal, state, county or local authority or their authorized agents or representatives, shall have the right to enter the ZONE SITE at all reasonable times, to inspect the ZONE SITE and to ensure that all activities conform to the operating standards promulgated by GRANTEE and the requirements of this agreement. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of OPERATOR. OPERATOR shall have no claim against the Authority or Grantee for interference with OPERATOR's interests during such period of entry.

C. IMPROVEMENTS

1. Improvements – OPERATOR agrees that it will not allow the construction of any additional ZONE SITE facility or make any substantial alterations which materially affect operation of the ZONE SITE, unless plans and specifications for such alterations or additional improvements are first submitted to GRANTEE, for the concurrence of the U.S. Customs and Border Protection and the appropriate state and local agencies, as required by law.
2. Repair and Maintenance – OPERATOR will ensure that the ZONE SITE is in good repair and maintained in a clean and orderly condition, consistent with its standards for the particular operations conducted in the ZONE SITE.

D. RECORDKEEPING

1. Foreign-Trade Zones Board Annual Report – OPERATOR shall submit to GRANTEE within 45 days of the end of each calendar year and within 60 days after expiration and termination of this agreement, reports containing the

information required for preparation of the Foreign-Trade Zones Board Annual Report. Reports shall be submitted via the Foreign-Trade Zones Board's web-based Online FTZ Information System (OFIS) or as otherwise directed by the GRANTEE. All such reports shall be signed by the appropriate OPERATOR officials, certifying the accuracy of the reports.

All information shall be kept confidential by the parties hereto to the extent permitted by law except that which is required to be made public by the Foreign-Trade Zones Board or which shall be determined to be public information under applicable federal, state or local laws.

2. Notification – OPERATOR shall promptly notify GRANTEE of any audit, investigation or additional reporting requirement instituted by the U.S. Customs and Border Protection, the Foreign-Trade Zones Board or any federal, state, county or local government agency which concerns foreign-trade zone operations within the ZONE SITE. OPERATOR agrees to furnish copies of all such requests for documentation, together with any response thereto.
3. Audit - GRANTEE or their designated representative reserve the right to audit OPERATOR's books, financial statements, records, inventory control system and operational procedures relating to the ZONE SITE's foreign-trade zone operations periodically during the term and at the conclusion of term of this agreement. The audit, if deemed necessary, at the conclusion of the term of this agreement or upon termination of this agreement shall be at OPERATOR's cost. In the event that any audit, inspection or examination by the Foreign-Trade Zones Board, the U.S. Customs and Border Protection or GRANTEE discloses that the books, records or operational procedures of OPERATOR are not in conformance with the requirements of the federal, state, county and local law and/or this Agreement, GRANTEE may order the immediate correction of the documents or procedures. In the event that it is anticipated that such correction will take in excess of thirty (30) working days, OPERATOR shall submit a plan of performance to GRANTEE for the correction of such discrepancy which shall be approved by GRANTEE and, if necessary, by the Foreign-Trade Zones Board and the U.S. Customs and Border Protection, and OPERATOR shall proceed with all due diligence to correct the deficiency in accordance with the approved plan.
4. Record Retention – OPERATOR shall retain all receiving, shipping, financial and accounting records related to foreign-trade zone operations for time period required by law or regulation but no less than five (5) years after the act or occurrence was recorded or after the merchandise covered by such records has been forwarded from the ZONE SITE, whichever is longer. All such records shall be made available for inspection and audit by any appropriate government agency and by GRANTEE during normal business hours.

E. ADVERTISING

1. The parties hereto may advertise that OPERATOR's operations are "within Foreign-Trade Zone 135". Such advertising shall always seek to preserve a favorable image of GRANTEE and OPERATOR to the end that all such advertising or other information shall create goodwill among the public for

foreign-trade zones as a whole and that GRANTEE and OPERATOR shall be benefited thereby.

2. GRANTEE reserves the right to respond to press inquiries concerning ZONE SITE activities and operations. OPERATOR, if approached by the press for comment about the ZONE SITE, zone operations or the zone project, shall forward all such requests for comment to GRANTEE without responding.

F. ZONE GRANTEE RESPONSIBILITIES

1. Provide for administration of the foreign-trade zone activities, consistent with is authority, powers and duties as grantee of Foreign-Trade Zone 135.
2. Prepare and submit an annual report to the Foreign-Trade Zones Board on a timely basis.
3. Act as a liaison with the U.S. Customs and Border Protection, the Foreign-Trade Zones Board and any other governmental agency having jurisdiction over the ZONE SITE operations, as an advocate for efficient zone operations which support the public interest aspect of the zone project.
4. Supply OPERATOR with required documentation which would enable OPERATOR to participate in the Foreign-Trade Zone Program. Such documentation would include but not be limited to the Grantee letter of concurrence required for activation, the filing of applications and requests to modify or expand the zone project should the physical needs of OPERATOR change, and submission of requests to the Foreign-Trade Zones Board and the U.S. Customs and Border Protection with regard to what activity constitutes retail trade and can be conducted within the zone.

G. OPERATOR RESPONSIBILITIES

1. Comply with all requirements necessary to activate the ZONE SITE including but not limited to, the preparation of a letter of application for activation, the preparation of a FTZ Procedures Manual outlining the inventory control and recordkeeping system for the ZONE SITE, documentation of the area to be activated, submission of information on employees involved in the supervision of zone merchandise and recordkeeping for background checks, participation in a security check by the U.S. Customs and Border Protection, and acquisition and implementation of an FTZ Operator's Bond in the amount specified by the U.S. Customs and Border Protection. Any fees associated with the activation of the ZONE SITE will be the responsibility of OPERATOR.
2. Supervise all admissions, transfers, removals, recordkeeping, manipulations, manufacturing, destruction, exhibition, physical and procedural security and conditions of storage in the zone a required by law and regulations.
3. Obtain the proper permissions from the U.S. Customs and Border Protection and any applicable partner government agency (PGA) for the ongoing operation of the

zone, admission of merchandise and removal of merchandise whether for entry for consumption, transfer, or export.

4. Maintain and retain all documentation for transactions involving foreign-trade zone merchandise for the period required by law and regulation and make such documentation readily accessible to representatives of the U.S. Customs and Border Protection and GRANTEE as required.
5. Prepare an annual reconciliation report as required by law and regulation summarizing zone inventory activity during the zone year. Prepare and submit a letter to the U.S. Customs and Border Protection Port Director with oversight responsibility for the ZONE SITE with a copy to GRANTEE indicating that the report is complete and available for review at the zone site.
6. Conduct an annual internal review of the inventory control and recordkeeping system and report any discrepancies found to the U.S. Customs and Border Protection Port Director with oversight responsibility for the ZONE SITE. Submit a letter to GRANTEE confirming that the review is complete.
7. Ensure that the FTZ Procedures Manual remains current, that the information required for background checks has been submitted to the U.S. Customs and Border Protection Port Director with oversight responsibility for the ZONE SITE for all employees involved in the direct supervision or recordkeeping of the zone operations, and that the FTZ Operator's Bond is maintained in the amount required by the U.S. Customs and Border Protection.
8. Insurance - OPERATOR agrees to carry with an insurance company or companies who do business in Florida, insurance for the benefit of GRANTEE and with GRANTEE as an additional insured, covering liability for FTZ No. 135 in an amount not less than \$1,000,000.00 combined single limit for bodily injury and property damage liability per occurrence. Such insurance policy shall contain a provision that for all claims covered under such policy it provides primary coverage without contribution from any other insurance carried by or for the benefit of GRANTEE or any other additional insured (provided, contribution is allowable if such additional insured is an affiliate of OPERATOR). Copies of such coverage shall be provided to GRANTEE.
9. Production Activity - Production is any activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use, or activity involving a change in the condition of the article which results in a change in the customs classification of the article or in its eligibility for entry for consumption. Production activity at the ZONE SITE shall not be conducted by OPERATOR without prior authorization from the Foreign-Trade Zones Board.
10. Retail Trade - Retail trade is prohibited in activated areas of the ZONE SITE. Sales or other commercial activity involving domestic, duty-paid, and duty-free goods may be conducted within an activated area at the ZONE SITE under a permit issued by GRANTEE and approved by the Foreign-Trade Zones Board.

H. ADMINISTRATIVE EXPENSES

1. U.S. Customs and Border Protection Fees – OPERATOR shall be solely responsible for the payment of all government fees and expenses attributable to the operation of the ZONE SITE as a foreign-trade zone. Such fees shall include, but not be limited to, activation fees, deactivation fees, alteration fees, transaction fees, annual fees and any reimbursable charges for services rendered at or for the zone operation by U.S. Customs and Border Protection personnel.
2. U.S. Customs and Border Protection Bond – OPERATOR shall provide, at its expense and throughout the terms of this Agreement, any necessary surety bonds in a face value amount as required by the U.S. Customs and Border Protection. Said bonds shall be in a form satisfactory to the U.S. Customs and Border Protection and a copy shall be provided to GRANTEE. Said bonds shall require thirty (30) days advance written notification to the U.S. Customs and Border Protection and GRANTEE of any termination, cancellation or material change during the term of this Agreement.
3. Zone Grantee Annual Fee – OPERATOR shall pay GRANTEE an annual fee, payable upon execution of this Agreement and thereafter yearly on each anniversary date of this Agreement, for the privilege of operating under zone procedures and as a reimbursement for the services provided by GRANTEE. The fee shall be paid in accordance with the provisions of the Schedule of User Fees, which is attached as Exhibit B hereto and incorporated by reference herein.

I. INDEMNIFICATION

1. OPERATOR agrees to indemnify, defend and hold harmless GRANTEE, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, demands, actions or causes of actions, civil or criminal, in any way arising out of or resulting from any activity or operation at the ZONE SITE or in connection with OPERATOR's use of the Foreign-Trade Zone Program.
2. Operator agrees to pay all expenses in defending against any claims made against GRANTEE, provided however, that OPERATOR shall not be liable for any injury, damage or loss to the extent occasioned by the negligence or willful misconduct of GRANTEE, its agents or employees.
3. OPERATOR and GRANTEE shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingent or otherwise, affects or might affect either party.

J. TERM AND RENEWAL

Unless terminated as herein provided, this Agreement shall remain in effect for three (3) years, commencing on the execution of the Agreement. This agreement may be renewed for one or more three-year periods, upon the same terms and conditions except GRANTEE compensation, which shall be subject to renegotiation.

K. RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION

1. Termination by Grantee – In the event GRANTEE for any reason wishes to terminate its inclusion of the ZONE SITE in Foreign-Trade Zone No.135, GRANTEE shall deliver a written notice to OPERATOR at least one hundred eighty (180) days prior to any action removing the ZONE SITE from the Zone Project. OPERATOR shall have the right, directly or through another entity, to petition the Foreign-Trade Zones Board for permission to transfer the right and obligations of GRANTEE to another zone grantee.

In the event that OPERATOR should default in its obligations hereunder, except such defaults as may be caused by Acts of God or the public enemy, confiscation of facilities, compliance with other order of any governmental authority, acts of war or sabotage or damage resulting therefrom, import or export restrictions, fires, floods, explosions, accidents, breakdowns, riots or strikes or other concerted acts of workmen, either direct or indirect, or any cause whether or not of the same class or kind of those specifically above named which are not within the control of OPERATOR and which, by the exercise of reasonable diligence, said party is unable to prevent or provide against, the GRANTEE shall order in writing the immediate correction of the default of its obligations by OPERATOR. The GRANTEE may terminate this Agreement, unless OPERATOR commences to cure the default within thirty (30) days. Without limiting the generality of the foregoing, failure of OPERATOR to maintain the FTZ Operator's Bond shall allow the GRANTEE grounds for the immediate termination of this Agreement.

This Agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale or operation of law, and any such attempted involuntary assignment, transfer of sale shall be void and of not effect. Without limiting the generality of the foregoing, OPERATOR agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against OPERATOR, and if against Operator, said proceedings shall not be dismissed before either adjudication in bankruptcy or in confirmation, arrangement or plan of reorganization, - or in the event OPERATOR be adjudged insolvent or make an assignment for the benefit of its creditors, or if a writ of attachment or execution be levied against any real or personal property owned or leased by OPERATOR within the ZONE SITE and be not released or satisfied within forty-five (45) days thereafter, or if a receiver be appointed in any proceedings or action to which OPERATOR is a party with authority to take possession or control of the business conducted thereon by OPERATOR and such receiver be not discharged within a period of fifteen (15) days after appointment, any such event of any involuntary assignment shall constitute a termination of this Agreement by GRANTEE, and also shall terminate all rights of OPERATOR under this Agreement, and any and all persons claiming under OPERATOR, in and to this Agreement.

2. Withdrawal of Grant – If the grant authorizing the ZONE SITE to GRANTEE shall be revoked or canceled without fault of GRANTEE, this Agreement shall terminate and OPERATOR shall have no claim against GRANTEE by reason of

such revocation or cancellations, and OPERATOR shall have no further interest in the subject matter of this Agreement.

3. Termination by OPERATOR – OPERATOR shall have the right, at any time, to terminate without cause this Agreement and all rights and obligations hereunder upon thirty (30) day prior written notice. GRANTEE shall not seek nor be entitled to restitution for damages, if any, created by such a termination.
4. Termination Not to Release or Relieve Operator of Accrued Obligations; Survival – Notwithstanding anything to the contrary herein, upon termination or expiration of this Agreement for any reason whatsoever, OPERATOR shall not be released or relieved from fulfilling any and all of its obligations or duties which arose or accrued during the term of this Agreement, and OPERATOR specifically represents and warrants to GRANTEE that upon termination or expiration of this Agreement for any reason whatsoever, OPERATOR shall completely perform and fulfill any and all of its obligations or duties which arose or accrued during the term of this Agreement. Specifically, OPERATOR agrees, represents and warrants that all foreign-status merchandise located at the ZONE SITE has either been subject to payment of customs duties and fees or has been transferred, in bond to another activated foreign-trade zone site, that its indemnity obligations under Section I and the bond obligations under Section H hereof shall survive termination or expiration of the Agreement for any reason.

L. FTZ PRIVILEGES

GRANTEE makes no representations or warranties as to the particular privileges and benefits which may accrue to OPERATOR from FTZ operations as those privileges and benefits may vary as a result of changes in federal law, determinations of the Foreign-Trade Zones Board and the U.S. Customs and Border Protection, and in operational decisions of OPERATOR. GRANTEE shall be in no way liable for any costs or losses sustained by OPERATOR as a result of the establishment or its use of the ZONE SITE as a foreign-trade zone.

M. INDEPENDENT CONTRACTOR STATUS

GRANTEE and OPERATOR are not and shall not be considered as joint venturers, partners, or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Agreement. GRANTEE and OPERATOR agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another.

N. NOTICES

All notices to GRANTEE shall be sent by certified mail, return receipt requested, addressed as follows:

Michael Meekins
Director Business Development & Operations
One East 11th Street, Suite 600, Riviera Beach, FL 33404

Or at such other address as GRANTEE designates in writing to OPERATOR.

All notices to OPERATOR shall be sent by certified mail, return receipt requested, addressed to:

Contact Name:	Timothy W. Sargent, II
Title;	Chief Operating Officer – International Marinas
Address	4200 North Flagler Drive
City, State Zip	West Palm Beach, FL 33407

Or at any other address as Operator designates in writing. The date of delivery as evidenced by the postal return receipt shall be deemed the date of service of the notice.

O. MISCELLANEOUS

1. Construction – This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act, regulations adopted by the Foreign-Trade Zones Board, and all amendments thereto, and the applicable law of the State of Florida.
2. Counterparts – This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.
3. Headings – Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation
4. Integration – This instrument contains the entire agreement of the parties hereto regarding foreign-trade zone operations, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.
5. Separability – If any provision of this Agreement is declared void or defective, that declaration will not affect the validity of other provision of this Agreement.
6. Waiver – No failure of either party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms thereof, shall constitute a waiver of the party's right to demand exact compliance with the terms thereof.
7. Amendment – This Agreement cannot be changed orally but only by an agreement in writing executed by both parties hereto.
8. Exhibits and Schedules – All exhibits and schedules should be deemed part of the Agreement. Any exhibit or schedule should be capable of being adjusted without the necessity of formal amendment of the Agreement. Upon adjustment of any exhibit or schedule, a revised exhibit or schedule will be prepared by GRANTEE

and agreement to such exhibits and schedules shall be executed by the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

PORT OF PALM BEACH DISTRICT

By: 

April 21, 20 22.

RSBC Real Estate LLLP dba SAFE HARBOR RYBOVICH.

By: 

April 26, 20 22

OPERATOR’S AGREEMENT

EXHIBIT “A”

Pertinent Information and Definitions

OPERATOR: SAFE HARBOR RYBOVICH.

PREMISES: Site 1: 4200 North Flagler Drive
West Palm Beach, FL 33407

Site 2: 2010 Avenue B
Riviera Beach, FL 33404

PERMITTED ACTIVITIES: Safe Harbor Rybovich will utilize FTZ procedures to prepare, present, display/exhibit and distribute both new and used motor yachts. Safe Harbor Rybovich intends to operate the FTZ site for its own use as well as for the use of other motor yacht importers. Production activities will not be conducted at this site. Activities at the site will not constitute retail trade.

ZONE SITE PLAN: Attached



Proposed Site 2
 2010 Avenue B
 Riviera Beach, FL 33404
 15.38 acres



OPERATOR'S AGREEMENT

EXHIBIT "B"

FTZ No. 135 Zone Schedule

ZONE SCHEDULE

CHARGES, RATES, RULES AND REGULATIONS

APPLICABLE AT

Foreign-Trade Zone #135



UNDER GRANT OF AUTHORITY OF THE
UNITED STATES FOREIGN-TRADE ZONES BOARD

GRANTEE:

Port of Palm Beach District

One East 11th Street, Suite 600
Riviera Beach, FL 33404

Issue Date: January 1, 2019

DISCLAIMER: The information and appendices included in this Zone Schedule are for informational purposes only. They reflect laws and regulations in effect at the time of submission of this schedule. Each Operator and/or User is responsible for awareness of and compliance with the laws and regulations currently in effect.

TABLE OF CONTENTS

SECTION I – POINTS OF CONTACT & REFERENCE INFORMATION	2
SECTION II – OVERVIEW.....	3
SECTION III – RULES, REGULATIONS & POLICIES.....	4
SECTION IV – FEE SCHEDULE	11
APPENDIX – DEFINITIONS OF TERMS	15

SECTION I – POINTS OF CONTACT & REFERENCE INFORMATION

Grantee	<p>Port of Palm Beach District One East 11th Street, Suite 600 Riviera Beach, FL 33404 561-383-4100 www.portofpalmbeach.com</p> <p>Jarra Kaczvara, Sr. Director, Business Development & Communications jkaczvara@portofpalmbeach.com</p> <p>Michael Meekins, Director of Operations and Business Development mmeekins@portofpalmbeach.com 561-383-4134</p>
Information Regarding Operators Having an Agreement with the Grantee to Offer Services to the Public	<p>None</p>
U.S. Customs & Border Protection (Customs or CBP)	<p>West Palm Beach, Florida 1 East 11th Street, Suite 232, Box #4 Riviera Beach, FL 33404 561-844-1703</p> <p>Port Code: 5204</p>
FTZ #135 Sites	<p>For a description of currently designated usage-driven sites, magnet sites and subzones go to:</p> <p>www.trade.gov/ftz Click on “OFIS” Click “Zone & Site Information” Select FTZ #135</p>
ASF Service Area	<p>Palm Beach County Martin County St. Lucie County (except Sites 1 through 4 of FTZ 218)</p>

SECTION II – OVERVIEW

Foreign-Trade Zones (FTZs or zones) are restricted-access sites in or near U.S. Customs and Border Protection (Customs or CBP) ports of entry. The zones are licensed by the Foreign-Trade Zones Board (FTZB) and operated under the supervision of CBP. Specifically, zones are physical areas into which foreign and domestic merchandise may be moved for operations involving storage, exhibition, assembly, manufacture or other processing not otherwise prohibited by law. Zone areas “activated” by CBP are considered outside of the U.S. customs territory for purposes of CBP entry procedures. Therefore, the usual formal CBP entry procedure and payment of duties is not required on the foreign merchandise in FTZs unless and until it enters U.S. customs territory for domestic consumption. U.S. duties can be avoided on foreign merchandise re-exported from a FTZ, including after incorporation into a downstream product through activity in the FTZ. Zones have as their public policy objective the creation and maintenance of employment through the encouragement of operations in the United States which, for customs reasons, might otherwise have been carried on abroad. The FTZB can deny or limit the use of zone procedures in specific cases on public interest grounds.

Foreign-Trade Zone Number 135 (FTZ #135)

FTZ #135 was established by Board Order #348 on March 27, 1987. The grantee is the Port of Palm Beach District (POPB). POPB established the FTZ project as part of its continuing efforts to promote trade and economic development in the South Florida area. FTZ #209 was established by Board Order #757 on August 11, 1995 as a second zone project in the Palm Beach area. By mutual agreement with the grantee of FTZ #209 (the Palm Beach County Department of Airports) and the grantee of FTZ #135, the two sites approved as FTZ #209 were merged together under the FTZ #135 designation with the POPB as the sole grantee through Board Order #1184 dated August 16, 2001. On February 14, 2018, an application to reorganize FTZ #135 under the Alternative Site Framework (ASF) was submitted to the FTZB and approved on September 6, 2018 (Board Order #2059).

In accordance with the FTZB Regulations at 15 CFR Part 400.44, this zone schedule sets forth the rules and policies for FTZ #135, including a statement of the rates and charges (fees) applicable to FTZ operations. A copy of this zone schedule is available for public inspection at the offices of the POPB and on the FTZ website at www.trade.gov/ftz.

Uniform fees charged by the POPB operators in order to recover the costs of maintaining FTZ #135 are set forth in Section IV.

SECTION III – RULES, REGULATIONS & POLICIES

GENERAL

Principle Governing Laws & Regulations

Foreign-Trade Zones Act (FTZ Act or Act): FTZ #135 is governed by the Foreign-Trade Zones Act, 19 United States Code 81a-81u as amended. A copy of the Act can be accessed on the FTZB's website: www.trade.gov/ftz

Foreign-Trade Zones Board Regulations (FTZB Regulations): FTZ #135 is regulated by the FTZB under U.S. Code of Federal Regulations, Title 15, Part 400, as amended. Copies of these regulations shall be maintained, referred to and complied with by all operators and users. A copy of the regulations can be accessed on the FTZB's website: www.trade.gov/ftz

U.S. Customs and Border Protection Regulations (CBP or Customs Regulations): FTZ #135 is regulated by U.S. Customs and Border Protection under U.S. Code of Federal Regulations, Title 19, Part 146. Copies of these regulations shall be maintained, referred to and complied with by all operators. A copy of the regulations can be accessed on the Government Printing Office's website:

www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Foreign-Trade Zones Manual (FTZ Manual): CBP publishes a Foreign-Trade Zones Manual to assist operators with conforming to the Customs Regulations. All operators are required to maintain a current copy of the Foreign-Trade Zones Manual in addition to the Customs Regulations governing FTZs. A copy of the manual can be obtained on CBP's website:

www.cbp.gov/document/guides/foreign-trade-zones-manual

Definition and Roles of Grantee, Operator, and User:

Grantee: The corporate recipient of a grant of authority for a zone project; the public or private corporation to which the privilege of establishing, operating, or maintaining a foreign-trade zone has been given. The POPB is the grantee of FTZ #135.

Operator: A person that operates within a zone or subzone under the terms of an agreement with the POPB and with the concurrence of CBP. The POPB explicitly delegates the responsibility for operation of zone sites to operators who will assume responsibility for compliance with all regulations of CBP, the FTZB, and other relevant government agencies.

User: A party using a zone under agreement with an operator. A party using a zone for storage, handling, or manufacturing/production of merchandise in FTZ status. The operator and user can be the same party. If a user is not the operator and is delegated any of the operator's responsibilities as contained in this zone schedule or the Customs Regulations, a written operator agreement and procedures manual are required.

Availability of Zone: All rates and charges for all services and privileges within the FTZ shall be applied uniformly, and POPB shall afford to all who may apply to make use of or participate in FTZ #135 uniform treatment under like conditions, subject to such treaties or commercial conventions as are now in force or may hereafter be made from time to time by the United States with foreign governments. Users are subject to specific rules, rates, and charges of operators.

Grantee Liability: A grant of authority shall not be construed to make POPB liable for violations by FTZ #135 participants. POPB's role under the Act and the FTZB Regulations is to provide general management of FTZ #135 to ensure that the reasonable needs of the business community are served. POPB will not be liable and cannot assume any responsibility for any loss or damage to freight, cargo or merchandise, or other property within FTZ #135, or for any loss or damage arising from acts of commission or omission of operators.

Retail Trade: Retail trade is prohibited in activated areas of FTZ #135 except sales or commercial activity involving domestic, duty-paid and duty-free goods, which may be conducted in activated areas of FTZ #135 under permit issued by POPB and approved by the FTZB. No permits are necessary for sales involving domestic, duty-paid or duty-free food and non-alcoholic beverage products sold within FTZ #135 for consumption on premises by individuals working in FTZ #135.

Fines & Penalties: The FTZB may issue fines for violations of the Act or FTZB Regulations. Each violation is subject to a fine of not more than \$1,000, with each day during which a violation continues constituting a separate offense subject to imposition of the fine. Each day during which an operator fails to submit to POPB the information required for POPB's timely submission of a complete and accurate annual report to the FTZB shall constitute a separate offense subject to a fine of not more than \$1,000 (as adjusted for inflation). The FTZB also can instruct CBP to suspend activated status of all or a portion of FTZ #135.

Residents within Zone: No person will be allowed to reside within FTZ #135 except federal, state, or municipal officers or agents, whose resident presence is deemed necessary by the FTZB.

Insurance: All operators within FTZ #135 shall keep in full force the necessary insurance as required by POPB at the expense of the operator. Merchandise stored, manipulated, or transferred within FTZ #135 is not insured by POPB. A copy of the policy or certificate of insurance shall be delivered to POPB upon request.

Access to FTZ #135 Sites: Operators and users shall permit federal government officials acting in an

official capacity and POPB to have access to the site and records thereof during normal business hours and under other reasonable circumstances or as provided by law and regulations.

Zone Schedule: All corporations, partnerships, and persons operating within a designated site within FTZ #135 are subject to this zone schedule. Copies of this zone schedule are available from POPB and on the FTZB on the Online FTZ Information System (“OFIS”). Any updates to this zone schedule will be provided to the FTZB and each operator.

Operator Agreement: Every individual, corporation or entity seeking to operate in FTZ#135 must enter into an operator agreement with POPB. A copy of the standard operator agreement is available, upon request, from POPB. If any conflict between this zone schedule and any operator agreement arises, the operator agreement will prevail. Users may become operators upon proper execution of an agreement with POPB. Operators must execute an operator agreement with POPB prior to POPB issuing an activation concurrence letter.

Property Owner Agreement: All property owners within the magnet sites of FTZ #135 must enter into a property owner agreement with POPB.

ZONE OPERATIONS

Merchandise Permitted in FTZ #135: Foreign and domestic merchandise of every description, except such as is specifically prohibited by law, may, without being subject to the Customs laws of the United States except as otherwise provided in the Act and the regulations made thereunder, be brought into FTZ #135.

Merchandise which is specifically prohibited by law shall not be admitted into FTZ #135. Any merchandise so prohibited by law which is found within FTZ #135 shall be disposed of in the manner provided for in laws and regulations applicable to such merchandise.

Activities Permitted in FTZ #135: Merchandise lawfully brought into FTZ #135 may, in accordance with the FTZB and Customs Regulations and the Act, be stored, sold, exhibited, broken up, repacked, assembled, distributed, sorted, graded, cleaned, mixed with foreign and domestic merchandise, or otherwise manipulated, or be manufactured into new articles of commerce. Production/manufacturing activity may be performed in FTZ #135 only if approved by the FTZB prior to commencement of the activity.

Responsibility for Duty and Taxes: Operators and users are responsible and liable for payment of any and all charges, fees, duties or penalties due any agency of the federal, state, or local government arising from use of FTZ #135, including liabilities on merchandise which is not accounted for to the satisfaction of CBP.

Security and Safety Requirements in FTZ #135: All FTZ #135 sites, in order to be approved for activation by CBP, must meet certain security and safety requirements. All FTZ #135 sites are subject to security inspections by CBP and/or POPB. Operator FTZ procedures manuals shall include current information on the method of physical as well as cargo security at the FTZ #135 site. Each FTZ #135 site will be evaluated separately by CBP to determine the security measures that are required to protect the revenue of the United States based on the specific conditions of each FTZ #135 site, e.g., description and value of merchandise activities, overall risk assessment, etc.

After a site has been activated, all security and safety measures required to achieve the initial activation must be maintained at all times. Spot checks may be conducted by CBP and POPB and fines may be assessed if these requirements are found to be insufficiently met in any way.

No operation, process or treatment will be permitted in FTZ #135 that, in the judgment of the FTZB, CBP, or POPB, is detrimental to the public interest, health, and safety. Cost of special security devices and other requirements will be the responsibility of the operator.

Inventory Control & Recordkeeping System: Operators will establish and maintain inventory control and recordkeeping systems in accordance with the Customs Regulations at 19 CFR § 146. The operator shall perform an annual internal review of the inventory control and recordkeeping system in accordance with the requirements of Customs Regulations.

Annual Reconciliation: Operators must prepare a CBP annual reconciliation report in accordance with the requirements of the Customs Regulations at 19 CFR § 146.

Record Retention: Operators are required to retain all records pertaining to zone merchandise for five (5) years after the merchandise is removed from FTZ #135. Records must be readily available for Customs review at the site. Records must be made available to POPB upon request and as outlined in the operator agreement.

Proprietary Information: Operators are required under the Customs Regulations to protect proprietary information in their custody from unauthorized disclosure.

Use of FTZ #135 Facilities: FTZ #135 facilities will be used for the purposes of receipt, storage, handling, exhibition, manipulation, manufacturing/production, and shipment of foreign and domestic merchandise as considered necessary for the conduct of each operator's normal business. Operators will not use or permit the FTZ to be used for any other purpose without the prior written consent of POPB. Operators will not do or permit anything to be done in or about the FTZ that will in any way obstruct or interfere with the rights of other operators of FTZ #135. All manufacturing/production activities as defined in the FTZB Regulations require prior authorization from the FTZB.

FTZ Operator's Bond: Operators must maintain, for Customs purposes, an FTZ operator's bond in the amount required by Customs. This bond is to assure compliance with Customs Regulations. The bond

conditions are set forth at 19 CFR § 113.73, Customs Regulations. A failure to comply with the regulations may be deemed a “default” by Customs and result in the assessment of liquidated damages under the bond. The FTZ operator’s bond (04) is a separate bond type from an importer’s bond (01).

Permits: Prior to activation, operators must obtain all necessary permits from federal, state and local authorities and comply with the requirements of those authorities.

Procedures Manuals: Operators shall draft and maintain an FTZ procedures manual in accordance with the Customs Regulations as a condition of activation. The manual shall describe the inventory control and recordkeeping system(s) that will be used in FTZ #135 in compliance with the Customs Regulations.

FTZ APPLICATIONS

Types of Applications to the FTZB

There are several types of FTZB applications:

- **Minor Boundary Modification – ASF Usage Driven Site or Subzone Designation**
- **Expansion (New Magnet Site or Expanded Magnet Site)**
- **Subzone – Traditional Site Framework (TSF)/Outside ASF Service Area**
- **Production Authority (Notification or Application)**

New FTZ #135 Sites

FTZ #135 currently includes five (5) approved magnet sites. If a company is interested in taking advantage of FTZ benefits at a location other than the approved magnet sites, the company may request designation as a usage-driven site or subzone under ASF through a minor boundary modification (MBM application) if the site is within the approved ASF service area. Additionally, a company may request the addition of a new magnet site or an expanded magnet site through an expansion application process. Companies outside of the designated ASF service area may request designation as a subzone under the Traditional Site Framework, subject to CBP’s agreement to oversee the site.

Production Authority

Production is defined as any activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use, or activity involving a change in the condition of the article which results in a change in the customs classification of the article or in its eligibility for entry for consumption. Production activity must be approved in advance

by the FTZB before the activity may commence. The company undertaking the activity must prepare a production notification to be submitted to the FTZB by POPB or the company may submit the production notification to the FTZB directly with copy to POPB and CBP.

Production notifications to the FTZB requesting production authority can be made as part of an application for a new zone site or can be filed separately for an existing zone site. If the FTZB determines that further review of a production notification is necessary, the FTZ #135 participant will be notified and a production application may be submitted.

Additional information on the requirements for each type of application may be found on the FTZB website at:

www.trade.gov/ftz

Procedures for Filing Applications to the FTZB

POPB will assist prospective operators/users with determining the type of application(s) appropriate to accommodate the company's needs.

All applications, except production notifications, must be submitted to POPB for review and approval prior to submission to the FTZB. POPB will issue required transmittal/concurrence letters as appropriate.

FTZ #135 ACTIVATION, DEACTIVATION AND ALTERATION

Activation

In order to apply for activation with CBP, an operator must comply with the requirements set forth in 19 CFR § 146.6.

An operator agreement between the operator and POPB will be executed prior to POPB issuing a grantee activation concurrence letter.

Prior to submitting an activation request to CBP, the operator will provide POPB with a copy of the activation application, procedures manual and blueprint of the area to be activated for review by POPB, together with such other information as may be requested by POPB. Once POPB reviews and approves the activation application, and if an operator agreement has been executed, POPB will issue a grantee activation concurrence letter.

If the operator intends to conduct production activity (as defined above) at the FTZ #135 site, a copy of the FTZB production authority will be provided to POPB or the operator/user's plan for obtaining

production authority will be submitted to POPB prior to POPB issuing a grantee activation concurrence letter.

As a condition of activation, all operators must agree to satisfy the requirements of CBP automated systems.

Deactivation/Reactivation

An operator may deactivate or reactivate its FTZ #135 site. The operator must notify and obtain written approval from POPB prior to requesting deactivation or reactivation with CBP.

Alteration

An operator may increase or decrease the amount of activated space within an authorized zone site, activate a separate site of an already activated zone with the same operator at the same port, or relocate an already activated site with the same operator. The operator must notify and obtain written approval from POPB prior to requesting alteration approval from CBP. The operator shall provide a copy of the alteration request and CBP approval to POPB including an updated blueprint of the activated area(s).

FTZB ANNUAL REPORT

POPB is responsible for preparing and submitting to the FTZB an annual report summarizing all zone activity from January 1 - December 31 of each year. The report will be submitted by POPB to the FTZB by March 31 of the following year pursuant to the current requirements of the FTZB, which can be found at www.trade.gov/ftz.

In order for POPB to meet its responsibility in this regard, each operator will complete a report so that sufficient data is available to POPB to complete the FTZB Annual Report. The operator will complete the report based on the FTZB requirements and guidelines, and submit it to POPB within 45 days of the end of each calendar year. If the agreement expires, lapses or is terminated during the year or the zone site is deactivated, the annual report information will be provided within 60 days of the expiration, termination or deactivation date. Reports shall be submitted via OFIS.

SECTION IV – FEE SCHEDULE

GRANTEE FEES

Application Fees

POPB charges an application fee to cover the costs of reviewing and processing the necessary grantee documentation or FTZ applications. Fees are as noted below:

Minor Boundary Modification Fee	\$2,500
• Fee for a new ASF Usage-Driven Site or ASF Subzone	
Subzone Application Fee	\$10,000
• Fee for a TSF Subzone outside the ASF Service area	
Expansion Application Fee	\$10,000
• Fee for a new Magnet Site or expansion of an existing Magnet Site	
Production Authority Application	\$5,000
• Fee is applicable for full production authority applications only	

All fees are payable in advance of application requests, with the exception of TSF Subzone Applications, which require **\$5,000** payable in advance and the remaining **\$5,000** payable upon FTZB approval.

*Application for production authority under 15 CFR §400.23 shall be subject to an application fee as noted above. Notifications for production authority under 15 CFR §400.22 shall not be subject to an application fee unless and until the FTZB determines an application for further review is required concerning all or a part of the activity that is the subject of the notification. All notifications for production authority must be submitted to POPB before or simultaneous with the submission to the FTZB.

Application Preparation Fees

If the applicant requests POPB to prepare any applications and POPB agrees, the applicant will be responsible for any and all fees necessary for POPB to prepare any application(s) for submission to the FTZB, including professional fees for any consultants deemed necessary by POPB to assist with the preparation of the application(s).

Activation Fees

Each operator shall pay to POPB an activation fee for the activation of its FTZ #135 site to cover POPB's expenses for preparation and processing of the operator agreement, providing grantee concurrence letter to CBP and reviewing the activation application. The fee does not include preparation of the activation request, procedures manual or any other documents required for activation under the Customs Regulations.

Manufacturing Site – Subzone/Usage-Driven/Magnet	\$5,000
Distribution Site – Subzone/Usage-Driven/Magnet	\$3,000

Upon receipt of the activation fee, the grantee will issue the grantee concurrence letter required for activation.

Deactivation Fee

A one-time fee of **\$5,000** will be assessed for deactivation. If the site remains deactivated on the anniversary of the date on which the annual fee was assessed prior to deactivation, then the site will be assessed a non-activated site fee in accordance with the FTZ #135 zone schedule. If the deactivated site is a usage-driven site or subzone, the company that applied for the usage-driven site or subzone may apply to the FTZB to terminate the FTZ designation in order to avoid the non-activated site fee. If the deactivated site is a magnet site and there are no other activated operators within the property owner's designated FTZ acreage at the site, then the non-activated site fee shall be assessed to the property owner. If the deactivated site is a magnet site and there are other activated operators within the property owner's designated FTZ acreage at the site, no non-activated site fee shall apply as long as there is another activated operator within the property owner's designated FTZ acreage at the same site.

Annual Fees

Annual fees shall be applied to all property with FTZ designation within FTZ #135. Annual fees cover the administration of FTZ #135 by POPB, preparation of the annual report to the FTZB, marketing and promotion of FTZ #135 and other services provided by POPB.

The property owner shall be responsible for payment of the annual fee for magnet sites that are not activated. For non-activated usage-driven sites or subzone sites, the company that received the grant of authority shall be responsible for the fee. The annual fee will be payable on the anniversary date of either the operator or property owner agreement, whichever is applicable.

<u>Non-Activated Sites</u>	<u>Annual Fee</u>
Magnet Site*	\$1,000

Usage-Driven Site or Subzone Site **\$2,500**

*Property owners with no activated users that were included in the original grant of authority for FTZ #135 or FTZ #209 are exempt from this fee.

Activated Sites

Manufacturing Site – Subzone/Usage-Driven/Magnet **\$6,000**

Distribution Site – Subzone/Usage-Driven/Magnet **\$4,000**

OTHER FEES

U.S. Customs and Border Protection Fees

At the time of issuance of this zone schedule, no fees are charged by CBP for normal zone services. Should any fees or charges be imposed in the future, all such fees and charges shall be payable by the operator of the affected FTZ #135 site, including any charges for overtime and other special services provided at the request of an operator. Under no circumstances will POPB be liable or responsible for any such CBP fees or charges.

FTZB Fees

Any fees or charges imposed by the FTZB shall be payable by the operator/user of the affected FTZ #135 site, or as apportioned by POPB among FTZ #135 sites when appropriate. Under no circumstances will POPB be liable or responsible for any FTZB fees or charges incurred on behalf of companies seeking to operate in or use FTZ #135.

At the time of issuance of this zone schedule, the following FTZB fees apply for certain types of applications. Applications combining requests for more than one type of approval are subject to the fee for each category.

- | | |
|---|----------------|
| (1) Additional General-Purpose Zones in a Customs Port of Entry | \$3,200 |
| (2) Special-Purpose Subzones (TSF only): | |
| (i) non-manufacturing/processing of less than three products | \$4,000 |
| (ii) manufacturing/processing three or more products | \$6,500 |
| (3) Expansions | \$1,600 |

Harbor Maintenance Fees (HMF)

The Water Resources Development Act of 1986 (WRDA) provides for a Harbor Maintenance Fee to be imposed for commercial use of Ports in the United States. This fee is provided for in title XIV (Revenue Provisions) of the WRDA and is cited as the Harbor Maintenance Revenue Act of 1986. The purpose of the fee is to provide the Army Corps of Engineers with a dedicated source of revenue for funding Corps Port Project. CBP has been mandated to act as the collection agency for this fee. Date of implementation of the fee was April 1, 1987. The fee is assessed on water-borne cargo. Merchandise received into FTZ #135 will be assessed this fee upon entry when applicable. Payment is due by the importer of record on a quarterly basis on admitted merchandise. At the time of issue of this zone schedule, the rate of the Harbor Maintenance Fee is .125% of the value of the commercial cargo.

Merchandise Processing Fees (MPF)

Merchandise that is formally entered or released is subject to the payment to Customs of an ad valorem fee of .3464% on the value of the merchandise per entry in accordance with 19 CFR 24.23. The fee shall be due and payable to Customs by the importer of record of the merchandise at the time of presentation of the entry summary and shall be based on the value of the merchandise as determined under 19 U.S.C. 1401a.

Public Law No. 112-41, adopted on October 21, 2011 established .3464% as the MPF rate through June 30, 2021. At that point the MPF rate will revert to .21% unless changed by law. The minimum MPF is \$26.22 per entry and the maximum MPF is \$508.70 per entry.

Other Government Agency Fees

Charges for services of other government agencies shall be arranged for and paid by the operator who requires the use of such services. Under no circumstances will POPB be liable or responsible for any other government agencies' fees or charges.

Fines, Penalties and Liquidated Damages

POPB will not be involved in the day-to-day operations of users and operators of FTZ #135. CBP fines, penalties, or liquidated damage claims affecting zone merchandise or zone activities will be paid by the operator of the affected zone site. The same is true of any other fines, penalties, or liquidated damage claims by other government agencies concerning operations at FTZ #135. Under no circumstances will POPB be liable or responsible for any fines, penalties, forfeiture, or liquidated damage claims.

APPENDIX – DEFINITIONS OF TERMS

Act: The Foreign-Trade Zones Act of June 18, 1934 (19 USC 81a-81u), as amended.

Activation: Written approval by POPB and Customs Port Director for FTZ operations to commence and for the admission and handling of merchandise in FTZ status. Activation can only take place in approved areas under the grant of authority by the FTZB. Prior to activation, an operator must enter into a written agreement with POPB.

Alteration: A change in the boundaries of an activated zone site; activation of a separate site of an already activated zone with the same operator at the same port; or the relocation of an already activated site with the same operator.

Annual Reconciliation: A report required of activated operators by Customs within 90 days after the end of the zone year unless the Port Director authorizes an extension for reasonable cause. See 19 CFR Section 146.25 for more information.

Annual Report: A report required by the FTZB from each grantee due March 31st of each year. Each operator must provide information to POPB as requested and by POPB's established deadline in order for POPB to aggregate the information and file the federal report on time each year.

Annual Systems Review: A review by the operator required by Customs to identify system deficiencies to ensure that the inventory control and recordkeeping system(s) meets the requirements of Customs. See 19 CFR Section 146.26 for more information.

Applicant: A corporation, entity or individual applying for the right to operate an FTZ site under the jurisdiction of FTZ #135.

Bond: A surety bond is a contract whereby one party, the surety, guarantees the performance of a second party, the principal, for the benefit of a third party, the obligee (the Federal government, in the case of Customs bonds). Should the principal fail to perform his agreement with the obligee, the surety will be required to pay liquidated damages, and will have the right to obtain reimbursement from the defaulting principal. "Customs bonds" - all bonds required to be given under Customs laws or regulations shall be known as Customs bonds. [19 CFR § 113.4(a)]

Boundary Modifications: A change of the area of a federally designated zone made by proper application to the U.S. Foreign-Trade Zones Board. [FTZ Manual, Section 4.4] Boundary modifications may be minor or major; zone expansions may be considered major boundary modifications [15 CFR § 400.24].

Customs & Border Protection: On March 1, 2003, the border inspection functions of the U.S. Customs

Service, the Immigration and Naturalization Service, and the Agriculture and Plant Health Inspection Service, along with the U.S. Border Patrol, were transferred to U.S. Customs & Border Protection. Customs is an official agency of the Department of Homeland Security. Customs & Border Protection is responsible for carrying out the Tariff Act and various other laws and regulations in respect to foreign-trade zones.

Deactivation: Voluntary discontinuation of the activation of an entire zone or subzone by POPB or operator. Discontinuance of the activated status of only a part of a zone site is an alteration [19 CFR § 146.1(b)].

Default: An act or omission that will result in a claim for duties, taxes, charges, or liquidated damages under the FTZ Operator's Bond.

Duty: A tax on imports. In a foreign-trade zone, duties are not payable until the merchandise exits the zone and is entered into the commerce of the United States.

Entry: To bring merchandise into the Customs territory of the United States. Documentation required by 19 CFR § 142.3 to be filed with the appropriate Customs officer to secure the release of imported merchandise from Customs custody, or the act of filing that documentation [19 CFR § 141.0a(a)].

Expansion: Expand the physical dimensions of an approved zone area as it relates to the scope of operations envisioned in the original plan [15 CFR § 400.24].

Foreign Merchandise: Imported merchandise of every description (except articles specifically and absolutely prohibited by statute) that has not been released from U.S. Customs custody into the U.S. Customs territory. Imported merchandise upon which duty and taxes, if applicable, have not been paid. [19 CFR § 146.1(b)]

Foreign-Trade Zone (FTZ): A foreign-trade zone is one or more restricted-access sites, including subzones, in or adjacent to a Customs port of entry, operated as a public utility under the sponsorship of a zone grantee authorized by the Foreign-Trade Zones Board, with zone operations under the supervision of Customs & Border Protection [15 CFR § 400.2].

Foreign-Trade Zones Act: The Foreign-Trade Zones Act of June 18, 1934 (19 USC 81a-81u), as amended, that established the Foreign-Trade Zones Board and the Foreign-Trade Zones Board Regulations. This statute is administered through 15 CFR § 400 (Foreign-Trade Zones Board Regulations) and throughout 19 CFR (Customs Regulations).

Foreign-Trade Zones Board (FTZB): The Board that was established to carry out the provisions of the Foreign-Trade Zones Act of 1934, codified in Title 19, Sections 81a through 81u. The Board consists of the Secretary of Commerce, who is chairman and executive officer of the Board, and the Secretary of

the Treasury, or their designated alternatives [19 USC § 81a; 15 CFR § 400.2]. The Board staff is responsible for administering the FTZ program on behalf of the Board. The Executive Secretary of the Board staff represents the Board in administrative, regulatory, operational, and public affairs matters. The Executive Secretary serves as the director of the staff.

Foreign-Trade Zone Number: A number assigned by the Foreign-Trade Zones Board upon establishment of a foreign-trade zone.

Grantee: A grantee is the corporate recipient of a grant of authority for a zone project [15 CFR § 400.2]. A grantee is a public or private corporation to which the privilege of establishing, operating, or maintaining a foreign-trade zone has been given [FTZ Manual, Section 3.10].

Harbor Maintenance Fee (HMF): A port use fee of 0.125 percent of a cargo's value may be payable by commercial vessels unloading cargo at a port that is authorized to charge HMF [19 CFR § 24.24]. The applicant for admission of cargo unloaded in a foreign-trade zone must pay the HMF due on a quarterly basis [19 CFR § 24.24(e)(2)(iii)]. HMF payment must be received no later than 31 days after the close of the quarter being paid. Quarterly periods end on the last day of March, June, September and December.

Imports: Foreign merchandise of every description (except articles specifically and absolutely prohibited by statute) entered into Customs territory to become a part of the domestic supply for the purpose of domestic commerce or consumption, and particularly that which is entered into Customs territory through the zone and foreign merchandise which, under the laws and regulations of various other federal agencies having jurisdiction with the zone, is said to be "imported" into foreign-trade zones, Customs bonded warehouses, or Customs custody. This latter merchandise, in relation to operations in the zone, is considered to be foreign merchandise until its entry into the commerce of the United States.

Manipulation: Activity described as manipulation is generally considered to include cleaning, sorting and/or repacking or otherwise changing condition but not manufacture/production.

Merchandise: Merchandise includes goods, wares, and chattels of every description except prohibited merchandise. (Building materials, production equipment and supplies for use in operation of a zone are not considered "merchandise".)

Merchandise Processing Fee (MPF): Generally, merchandise that is formally entered or released is subject to the payment to Customs of an ad valorem fee of 0.3464 percent. The fee shall be due and payable to Customs by the importer of record of the merchandise at the time of presentation of the entry summary and shall be based on the value of the merchandise. Per entry, the ad valorem fee (MPF) shall not exceed \$508.70 and shall not be less than \$26.22. This fee is assessed differently for formal and for informal entries or releases. An ad valorem fee and other charges are applicable

according to the provisions of 19 CFR § 24.23. On October 21, 2011, Public Law No: 112-41 was adopted establishing the MPF fee at .3464 through June 30, 2021. At that point the MPF rate will revert to .21% unless changed by law.

Operator: An operator is a person that operates within a zone or subzone under the terms of an agreement with POPB (or third party on behalf of POPB), with the concurrence of Customs [15 CFR § 400.2].

Operator Agreement: Prior to activation, an agreement between the operator and POPB will be executed. Activation cannot occur without execution of an operator agreement and issuance of an activation concurrence letter by POPB.

Operator's Bond: All operators must submit to Customs a bond to assure compliance with Customs regulations. The bond provisions are set forth at 19 C.F.R. 113.73, Customs Regulations. A failure to comply with the regulations may be deemed a "default" by Customs and result in the assessment of liquidated damages under the bond.

Penalties/Fines: Merchandise introduced into the United States contrary to law may subject the responsible parties to penalty actions. If merchandise is entered, introduced, or attempted to be entered or introduced by a false document, oral or written statement, or act or omission which is the result of fraud, gross negligence or negligence, the person(s) responsible may be liable for a civil monetary penalty as provided in 19 USC 1592. Upon violation of the FTZ Act, or any regulation issued under the Act, the person responsible shall be subject to a fine of not more than \$1,000. Each day during which a violation continues may constitute a separate offense. Liquidated damages, where applicable, will be imposed in addition to the fine.

Port Director: The principal Customs official of a designated port of entry (except for the Headquarters Port). Under certain contexts, refers to whomever the Port Director delegates to act in his or her authority and thus may refer to any Customs officer [FTZ Manual, Section 1.5].

Port of Entry: A port of entry in the United States, as defined by part 101 of the regulations of Customs (19 CFR Part 101), or a user fee airport authorized under 19 USC 58b and listed in part 122 of the regulations of Customs (19 CFR Part 122) [15 CFR § 400.2].

Production: As defined by the Foreign-Trade Zones Board Regulations means activity involving the substantial transformation of a foreign article resulting in a new and different article having a different name, character, and use, or activity involving a change in the condition of the article which results in a change in the customs classification of the article or in its eligibility for entry for consumption [15 CFR § 400.2]. The Foreign-Trade Zones Board requires that specific prior authorization be obtained for production operations in the activated zone.

Prohibited Merchandise/Operations: Merchandise that is prohibited by law to be imported on grounds of public policy or morals, or any merchandise that is excluded from a zone by order of the Board. Books urging treason or insurrection against the U.S., obscene pictures, and lottery tickets are examples of Prohibited Merchandise [19 CFR § 146.1(b)]. Prohibited operations include, but are not limited to, manufacturing of alcohol products, tobacco products and firearms. Any activities determined by federal, state, or local authorities to be detrimental to the public health and safety, and retail trade are not permitted in a zone.

Property Owner Agreement: Prior to FTZ designation of any site, an agreement between the property owner of the proposed magnet site and POPB will be executed.

Reactivation: A resumption of the activated status of an entire area that was previously deactivated without any change in the operator or the area boundaries. If the boundaries are different, the action is an alteration. If the operator is different, it is a new activation.

Site: The physical location of a zone or subzone. A site is composed of one or more generally contiguous parcels of land organized and functioning as an integrated unit, such as all or part of an industrial park or airport facility.

Subzone: A site (or group of sites) established for a specific purpose. The term “zone” also applies to a subzone, unless specified otherwise [19 CFR § 146.1(b); 15 CFR § 400.2].

United States: The United States, District of Columbia and Puerto Rico. The term “United States” includes all territories and possessions of the United States, except the U.S. Virgin Islands, Guam, American Samoa, Wake Island, Midway Islands, and Johnston Atoll.

User: A party using a zone under agreement with the zone operator [15 CFR § 400.2]. An operator may also be a user.

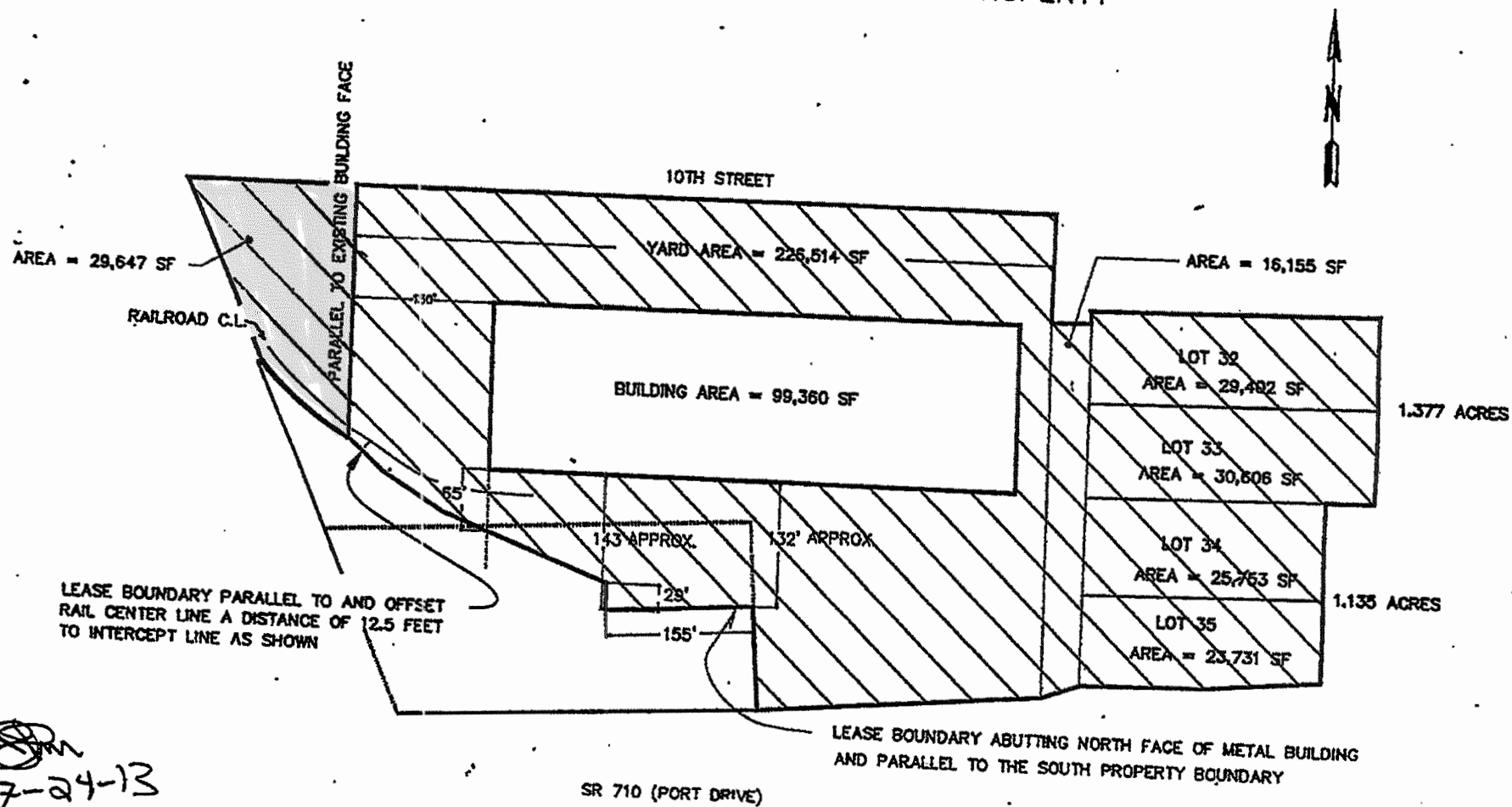
Zone: A foreign-trade zone established under the provisions of the FTZ Act and regulations. The term also includes subzones, unless the context indicates otherwise [15 CFR § 400.2].

OPERATOR'S AGREEMENT

EXHIBIT "B"

FTZ No. 135 Zone Schedule

MERCHANT'S EXPORT, INC. LEASE PROPERTY



Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Jackelin Machado

Submitting Department: Clerk's Office

Item Type: Community Grants

Agenda Section: CONSENT AGENDA

Subject:

Business Development & Commissioner Community Outreach

Suggested Action:

Port staff respectfully requests consideration and ratification/approval for purchasing of listed event tickets and donations/sponsorships.

Background:

August and September 2024 ticketed trade events: Business Development Board (BDB), Economic Council, Economic Forum, Forum Club, South Florida Customs Brokers & Forwards Association, International Business Council, Leadership Business Council Palm Beach County, Marine Industries Association, Navy League, Chambers of Commerce, Palm Beach County Convention & Visitors Bureau, and Palm Beach County Tourist Development Council.

INVOLVEMENT:

Port Everglades Association, Inc. - \$40.00 p/tk. - 1 tk. (VLD)

Leadership Business Council - \$70.00 p/tk. - 1 tk. (VLD)

Suits for Seniors - \$100 p/tk. 1 tk. (VLD)

OJ Anderson Scholarship - \$200 Donation (BJC)

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

Financial Impact:

Yes

Financial Impact Details:

This item is funded from the FY24 Operating Budget - Community Outreach/Relations Line respectively.

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Port Everglades Association June Luncheon 2024](#)

[Leadership Business Council Breakfast 2024](#)

Suits for Seniors Flyer 2024

OJ Anderson Scholarship Support Request

FY-24 Board Directed Expenditures



Friday, June 28, 2024

10:30 AM

Board of Directors Meeting

11:45 AM

Luncheon Program

Lauderdale Yacht Club

1725 SE 12th St. Fort Lauderdale

Sponsors:



‘All Things New’ to share the latest at ‘early’ June 28 PEA luncheon

Moved a week early because of the Independence Day holiday weekend, the “July” luncheon program of Port Everglades Association is set for Friday, June 28, at Lauderdale Yacht Club.

With a theme of “All Things New,” the program is to bring the latest on a major new logistics center, a dynamic superyacht repair and refit hub and a trade exhibition firm that has just taken space on Eller Drive, plus the first update on Port Everglades’ master plan. Scheduled speakers for the June 28 luncheon include:

- A trio of speakers representing Bridge Industrial which is completing construction of a 170,892-square-foot industrial real estate facility adjacent to Port Everglades in Dania Beach. John Foreman, assistant vice president Investments, Ramiro Garcia, senior director development, Sky Groden, executive managing director with JLL.
- Joel Shine, chief commercial officer of Derecktor Shipyards, which counts among its facilities Florida’s most complete megayacht yard, in Dania Beach, as well as a thriving Fort Pierce shipyard;
- Dean Fillichio, director of sales and business development at Informa Markets, which puts on such events as Seatrade Cruise Global, the Fort Lauderdale International Boat Show and which is leasing space at a new 200,000-square-foot warehouse at 1700 Eller Drive in Fort Lauderdale; and
- Dr. Natacha Yacinthe who leads planning at Port Everglades, and Philip Hadfield, vice president Ports & Marine Group of AECOM who are spearheading development of the Port Everglades Master/Vision Plan Update.

Our luncheon programs continue to be sellouts, so please mark your calendar for this special date and make your reservation today.



John Foreman



Ramiro Garcia



Sky Groden



Joel Shine



Dean Fillichio



Philip Hadfield



Dr. Natacha Yacinthe

RSVP HERE: By June 21, 2024 PH: 954 463 2801

Breakfast with Chef James Tahhan

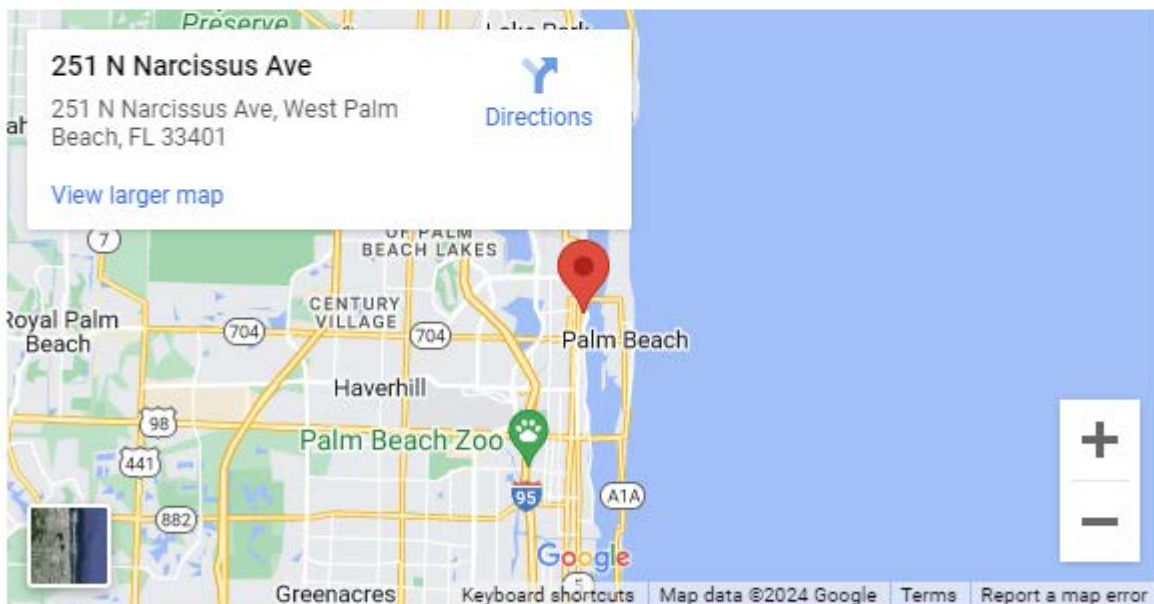
Post

Share

Meet Chef James, a culinary enthusiast whose journey began when he discovered his passion during his teenage years. Despite starting his studies in chemistry, he followed his heart's calling and pursued a culinary career. With the famous words, "Mamá, papá: quiero ser Chef," he enrolled at Le Cordon Bleu College Miami, a prestigious international culinary institute.

Joining the renowned Telemundo TV show "Nuevo Día," Chef James combined his love for sharing and cooking. For over a decade, he hosted one of the most popular programs in the Latin American community, exploring global gastronomic cultures and winning millions of hearts.

Please note for this event, guest and members pay \$5 valet or can park at the city garage one block away.

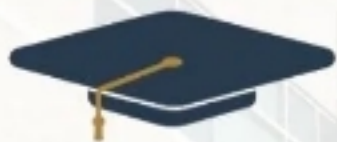


Venue The Ben, Autograph Collection

Address 251 N. Narcissus Ave.
West Palm Beach FL 33401, US

Starts Fri Jul 19 2024, 07:15am EDT

Ends Fri Jul 19 2024, 09:00am EDT



**SUITS *for*
SENIORS**

SCHOLARSHIP BREAKFAST

Join us for the Suits For Seniors Scholarship Breakfast and Awards, a premier event dedicated to celebrating the achievements of our outstanding students and recognizing the invaluable contributions of our supporters.

- ✓ Breakfast Service
- ✓ Scholarship Presentation
- ✓ Award Ceremony
- ✓ Welcome Reception

REGISTER NOW



JULY 27TH, 11:00 AM | MANATEE LAGOON



WWW.SUITSFORSENIORS.ORG/AWARDS





O.J. ANDERSON SCHOLARSHIP

P.O. Box 9451
Riviera Beach, FL 33419
www.ojascholarship.com

July 26, 2024

Dear Port of Palm Beach Board of Commissioners:

Ottis "OJ" Anderson, a native of Palm Beach County and a retired NFL football player, would like to extend an invitation for your support in the future of our high school students. Since 2007, OJ's efforts have awarded over one hundred thousand scholarship dollars to various high school students in Palm Beach County. In order to qualify for the scholarship, applicants must be a high school student (grades 9-12) with a genuine desire to succeed in whatever educational path they choose. In addition, the students must submit an application, transcript, 2 letters of recommendation and respond to an essay.

Scholarship funds are privately funded by charitable people and generous community business leaders, like yourself. We would like to award scholarships to a few deserving students of Palm Beach County. Please let us know how you or your company would like to invest in this endeavor. A contribution of any kind would be appreciated and all donations are tax deductible.

In addition, you are cordially invited to attend our 2nd annual golf tournament fundraiser on August 10, 2024 at The Links Boynton Beach. Please see flyer attached for additional information.

We look forward to hearing how you and or your company can help. If there are any questions, please feel free to call to Tacaria A. Jones at (561) 762-3925, Clothilde Hollis at (561) 312-3783, or Bo Preston at (561) 482-2868.

Respectfully,

Tacaria Anderson Jones, President

O.J. Anderson Scholarship Committee

OUR STORY

Ottis "OJ" Anderson, a native of West Palm Beach, was known as one of the many driven and talented athletes in Palm Beach County. He was keenly aware of the blessing it was to have the opportunity to play in the NFL. Ottis felt an enormous responsibility to not only set a good example, but to give back to his community in some way. At the time he did not know in what capacity, but he was confident something would reveal itself. Having dealt with many setbacks of his own as a young adult, including the sudden loss of his brother and mentor, he would eventually learn hard work, focus, and determination were the foundations required to move past any possible hurdles. The encouragement and recognition he received back then, when needed most, is ultimately what inspired him to establish the OJ Anderson Scholarship Foundation. His objective is to give financial assistance to local students who have proven to possess the qualities required which include maintaining a 3.0 GPA or above, demonstrating a financial need, and showing a genuine desire to succeed in whatever educational path they choose. We are not only invested in each recipient's current financial needs, but strive to be a motivating presence they can count on throughout their educational years. He is sincerely fortunate and grateful to have partners who share the same passion and drive in impacting the lives of these young adults.

DONATE



SOCIAL MEDIAS



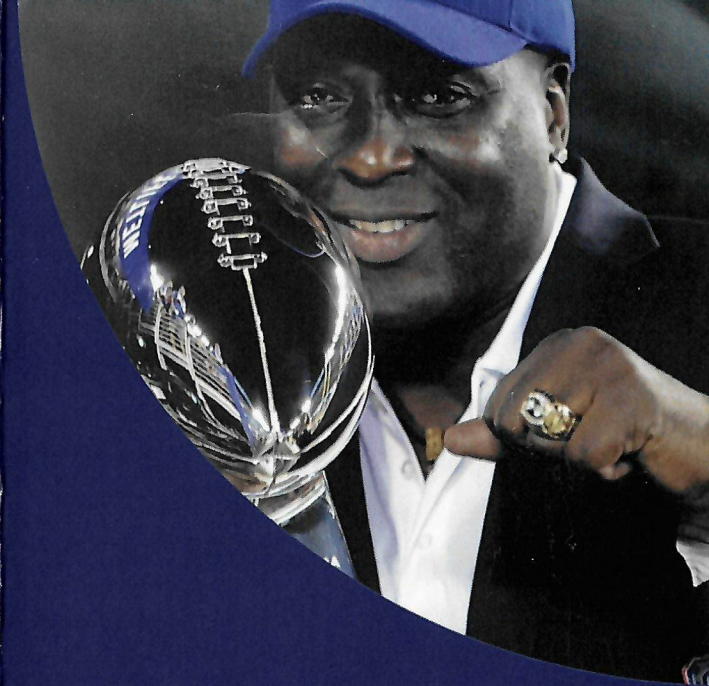
THE LINKS AT BOYNTON BEACH



8020 Jog Rd
Boynton Beach, FL 33472

CONTACT DETAILS

For questions, please contact
Bo Preston, PGA at 561-742-6511
preston@bbfl.us



SECOND ANNUAL

OJ ANDERSON SCHOLARSHIP FUNDRAISER

AUGUST 10, 2024

BOYNTON BEACH, FL

EVENT DETAILS

REGISTRATION	7:00 AM
SHOTGUN	8:30AM
LUNCH & AWARDS	1:00PM

CONTESTS

- Ring of Honor Challenge
- Mizuno Hole
- Wilson Hole
- Closest to the Pin



SPONSORSHIP LEVELS

GOLF CARTS: \$650

- Logo and name on all cart signs

LUNCH:\$500

- Signage on buffet table and program

SCHOLAR CHALLENGE TABLE: \$400

- Posted at registration and on prize table

BEVERAGE CART: \$400

- Signage on beverage cart

CONTINENTAL BREAKFAST: \$500

- Signage on buffet table and program

TEE GIFTS: \$400

- In program and signage around course

SCORECARDS: \$300

- Logo on Scorecards

SCOREBOARD: \$225

- Logo on Scoreboard

DRIVING RANGE: \$175

- Signage on Range

PUTTING GREEN: \$150

- Signage on Putting Green

GOLF HOLE: \$125

- Signage on Hole

ALL DONATIONS ARE TAX DEDUCTIBLE

REGISTRATION

\$125 PER PLAYER
\$500 PER FOURSOME

TO SIGN UP THROUGH
EVENT.GIVES OR TO
SELECT YOUR
SPONSORSHIP LEVEL

Text 'ojforthekids' to
843.606.5995
or scan the QR Code



PAYING BY CHECK:
MAKE CHECKS PAYABLE TO
OJ ANDERSON
SCHOLARSHIP FOUNDATION
MAIL TO: P.O. BOX 9451
RIVIERA BEACH, FL 33419

**Community Outreach Program Budget
FY-24**

Request Date	Event Date	Commission Member Organization	BJC	JLE	VLD	DJP	WMR	Ad (A), Donation(D), Sponsorship (SS), Table (TB) or Tickets (TKS)	Total	Approval/ Ratification (Month- Yr)	Payment Method: Check (CK) Credit Card (CC) Money Order (MO)	Processing Date
			\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		\$ 15,000.00			
9/25/2023	N/A	Operation Hope, Inc.	\$ 100.00	\$ -	\$ -	\$ 400.00	\$ -	D	\$ 500.00	Oct-23	CK	10/6/2023
10/6/2023	N/A	Lisa's Lil Wonders Youth Enrichment Program, Inc.	\$ -	\$ -	\$ -	\$ -	\$ 250.00	D	\$ 250.00	Oct-23	CK	10/6/2023
10/2/2023	N/A	Meals on Wheels of the Palm Beaches	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	D	\$ 1,250.00	Oct-23 & Nov-23	CK	10/25/2023
10/6/2023	N/A	Caribbean-American For Community Involvement in Florida, Inc. (CAFCI)	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	D	\$ 1,000.00	Oct-23 & Nov-23	CK	10/6/2023 & 10/25/2023
10/17/2023	N/A	Urban League of Palm Beach County, Inc.	\$ -	\$ -	\$ -	\$ 85.00	\$ -	TKS	\$ 85.00	Nov-23	CC	10/17/2023
10/25/2023	N/A	Friends of Foster Children of Palm Beach County, Inc.	\$ -	\$ -	\$ 300.00	\$ 250.00	\$ 250.00	D	\$ 800.00	Nov-23	CK	10/25/2023
10/25/2023	N/A	Holy Ground Shelter for Homeless, Inc.	\$ 100.00	\$ 1,000.00	\$ -	\$ 250.00	\$ -	D	\$ 1,350.00	Nov-23	CK	10/25/2023 & 10/27/2023
10/25/2023	N/A	Black Chamber of Commerce of Palm Beach County	\$ -	\$ -	\$ -	\$ 35.00	\$ -	TKS	\$ 35.00	Nov-23	CC	10/25/2023
11/16/2023	N/A	The Children's Healing Institute	\$ 100.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	D	\$ 1,100.00	Nov-23	CK	11/21/2023
1/3/2024	1/11/2024	MLK Coordinating Committee	\$ -	\$ 420.00	\$ 60.00	\$ 120.00	\$ -	TKS & D	\$ 600.00	Jan-24	CK & CC	1/3/2024, 1/12/2024 & 1/18/2024
1/4/2024	2/3/2024	Palm Beach County Caucus of Black Elected Officials, Inc. -	\$ -	\$ 400.00	-	\$ 400.00	\$ -	D	\$ 800.00	Jan-24	CK	1/18/2024
1/4/2024	Cancelled	Palm Beach County Caucus of Black Elected Officials, Inc. - BEO Scholarship Luncheon	\$ -	\$ 150.00	\$ 75.00	\$ 550.00	\$ 150.00	TK	\$ 925.00	N/A	N/A	N/A
3/13/2024	N/A	Law Enforcement Assistance Program (L.E.A.F.)	\$ 250.00	\$ -	\$ -	\$ -	\$ -	SS	\$ 250.00	Mar-24	CK	3/13/2024
4/17/2024	4/27/2024	Not For Ourselves But For Others, Inc	\$ -	\$ 180.00	\$ -	\$ 200.00	\$ -	TK	\$ 380.00	May-24	CK	4/22/2024
4/22/2024	4/27/2024	Vivian and Adrienne Ferrin Memorial Scholarship	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ -	TK	\$ 200.00	May-24	CK	4/22/2024
5/10/2024	5/10/2024	Urban League of Palm Beach County, Inc.	\$ -	\$ -	\$ 250.00	\$ -	\$ -	TK	\$ 250.00	Jun-24	CK	5/13/2024
6/6/2024	5/10/2024	Lowe Art Breakthroughs, Corp.	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00	D	\$ 500.00	Jul-24	CK	6/21/2024
6/10/2024	6/28/2024	Port Everglades Association, Inc.	\$ -	\$ -	\$ 40.00	\$ -	\$ -	TK	\$ 40.00	Aug-24	CC	6/10/2024
6/20/2024	7/19/2024	Leadership Business Council	\$ -	\$ -	\$ 75.00	\$ -	\$ -	TK	\$ 75.00	Aug-24	CC	6/11/2024
6/6/2024	7/27/2024	Suits for Seniors	\$ -	\$ -	\$ 100.00	\$ -	\$ -	TK	\$ 100.00	Aug-24	CC	6/24/2024
7/29/2024	8/10/2024	OJ Anderson Scholarship	\$ 200.00	\$ -	\$ -	\$ -	\$ -	SS	\$ 200.00	Aug-24		
TOTAL SPENT			\$ 1,000.00	\$ 3,000.00	\$ 1,425.00	\$ 2,590.00	\$ 1,750.00	\$ -	\$ 9,765.00			
BALANCE			\$ 2,000.00	\$ -	\$ 1,575.00	\$ 410.00	\$ 1,250.00	-	\$ 5,235.00			

* Board members may use community grant event money for application recommendations should they not plan on attending any community grant events during a specific round of funding.

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Yaremi Farinas

Submitting Department: Communications

Item Type: Community Outreach

Agenda Section: CONSENT AGENDA

Subject:

Public Relations & Marketing

Suggested Action:

Informational item only.

Background:

Critical Mention Reports

1. TV and Radio Coverage from July 1 - July 31:

- Total TV Audience 322k and Total TV Publicity Value \$52.4k
- Total Radio Audience 574k and Total Radio Publicity Value \$1.614K

2. Online and Print Coverage from July 1 - July 31:

- Total Print and Online Audience 3.54G
- Total Online and Print Publicity \$34.1M

3. Social Media Coverage from July 1 - July 31:

- Total Social Audience 270K
- Total Social Publicity \$48

Reports are available upon request.

Correspondence, news releases, Port notices, ads, sponsorships and collateral material:

- Monthly e-newsletter will be published on August 14-15
- Caribbean American for Community Involvement full page ad \$500
- Palm Beach Youth Football Alliance Tropical Storm Sponsorship \$200
- Port fact sheets
- Thank yo letter from Lincoln Elementary School Principal Katrina Granger

Financial Impact:

Yes

Financial Impact Details:

The CAFCI ad and Port fact sheets are funded through the Business Development Advertising account. The PBYFA sponsorship is funded through the Business Development Community Outreach and Relations account.

Additional Information Attached:

Yes

Action Taken:

Attachments:

[2024 CAFCI Friendship Ball ad](#)

[2024 PBYA Sponsorship Letter and Packages](#)

[Fact Sheet English Version](#)

[Fact Sheet Spanish Version](#)

[Thank you letter from Lincoln Elementary Principal Katrina Granger](#)

Empowering Tomorrow's Leaders

The Port of Palm Beach's commitment to our local community goes beyond promoting trade and tourism. We make a positive change in our community through

- Summer Internship Program
- Educational tours for high school students
- Job fairs
- Community Service Projects
- Commissioners Community Outreach Program
- Actively participating in community events



WAYNE M. RICHARDS
Chairman



DR. DEANDRE POOLE
Vice Chairman



BLAIR J. CIKLIN
Secretary/ Treasurer



DR. JEAN L. ENRIGHT
Commissioner



VARISA LALL DASS
Commissioner



One East 11th Street Riviera Beach, FL. 33463
561-383-4100 | f t i | PortofPalmBeach.com



On behalf of the Palm Beach Youth Football Alliance Inc, it is our pleasure to extend an invitation to you and/or your company to partner with us and become a sponsor of the 2024 Season! PBYFA's goal is to provide a safe and positive outlet for well-deserving student athletes. To be eligible to participate, the student-athletes have to meet standards in school, stay out of trouble, and must possess a desire to positively contribute to society. We teach our athletes that football is about more than winning on the field, it is about winning in life. We will use football as a tool to teach our athletes the value of loyalty, honor, pride, hard work, competition, teamwork, performing under pressure, and character. This game allows athletes to learn these qualities through experience. It is an opportunity for them not only to learn the value of these qualities, but also to build and install them into their lives. It gives athletes the chance to form bonds and relationships that only come by being a part of a team, a part of this game; bonds and relationships that last a lifetime. PBYFA will serve as a brotherhood to all participants.

All PBYFA programs are low cost & affordable to the participants and is solely supported by sponsorship & donations. Without these generous sponsorship donations, our scholar athletes lose out on opportunities they may never be able to have in their lives. We believe that every child should have the ability to participate regardless of their family financial status. We hope you see our organization as an opportunity to assist the community and the children and also promote your services and products through a sponsorship. Whatever you are able to donate will help us to make this season a success for our dedicated athletes. Your donation or sponsorship is 100% tax deductible as we are a registered Florida not for-profit organization, Tax ID # 83-2942855.

Some of our expenses for the season include but are not limited to: Team Uniforms, Awards, Equipment: Helmets, Shoulder Pads, Cones, Tackle Bags, Footballs, Field Permits, League Insurance & Referee Fees, Tournament & Travel Fees & Advertising/Marketing

If you have any other thoughts on sponsorship opportunities please take the time to review our Football Sponsorship Packages Form and contact us to discuss. Flexibility is one of the major advantages of working with a local organization such as ours. We would also appreciate any referrals to other companies or individuals who may be interested in assisting. It would be our pleasure to arrange a meeting to talk through some ideas.

Sincerely,

Javaris Neely
561-337-0916
PBYFA President

PBYFA.COM

IBISFOOTBALL.COM



PALM BEACH IBIS YOUTH FOOTBALL & PALM BEACH YOUTH FOOTBALL ALLIANCE 2024 SPONSORSHIP OPPORTUNITIES

- **Help a local, youth, non-profit purchase needed equipment and uniforms**
- **Receive substantial exposure for your business and earn a tax deduction**
- **Make a difference in the lives of local children ranging in ages from 7 to 15**

Palm Beach Ibis Youth Football & Palm Beach Youth Football Alliance strives to provide the best youth football experience to our youth in the community. No coach or board member receives a paycheck, but expenses for field equipment, league dues, and referees all add up. We cannot provide this service to the community without generous sponsors like you! Your donation or sponsorship is 100% tax deductible as we are a registered Florida not-for-profit organization, Tax ID # 83-2942855.

PACKAGE	PRICE	DESCRIPTION
FIRST DOWN	\$50-100	Personal thank you card PLUS Thank you mention on our social media (Facebook, Instagram and X/Twitter – 4000+ Followers).
IBIS PLAYER SPONSOR	\$125.00	Fund the cost of a specific player to play. Logo/Name Ad in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising
TROPICAL STORM	200.00	Sponsor's logo on (1) pop up banner that will be put out for display on the sidelines at all HOME games during regular season. Logo/Name in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising
FIELD GOAL	350.00	Sponsor's name/logo on approximately 200 team shirts, (1) T-shirt, Logo/Name in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising
CAT 5	500.00	Giant check presentation, Sponsor's name/logo on approximately 200 team shirts, Sponsor's logo on (1) pop up banner that will be put out for display on the sidelines at all HOME games during regular season. Signed Team Football, (1) embroidered PBI Hat, Free entrance to 1 home game, Plaque of appreciation at season's end. Logo/Name in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising
TOUCHDOWN	700.00	Giant check presentation, Personal Thank You card from team, Sponsor's name/logo on approximately 200 team shirts, Sponsor's logo on (1) pop up banner that will be put out for display on the sidelines at all HOME games during regular season. (1) Team Mini Helmet, (1) embroidered PBI Hat, (1) Polo Shirt, Free entrance to (2) home games, Plaque of appreciation at season's end. 15 Second video ad promoting the company on our social media. Logo/Name in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising
HAILMARY	1000.00	Giant check presentation, Sponsor's name/logo on approximately 200 team shirts, Sponsor's logo on (1) pop up banner that will be put out for display on the sidelines at all HOME games during regular season. (1) Signed Team Poster, (1) embroidered PBI Hat, (1) Polo Shirt, (1) T-shirt, Free entrance to ALL home games/Team events, Plaque of appreciation at season's end, 15 Second video ad promoting the company on our social media. Logo/Name in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising
IBIS UNIFORM SPONSOR	\$1500.00	Your Company's logo/name on the left/right chest/back of new uniforms, Signed Framed Team Jersey, Giant check presentation, (1) team compression shirt with "IBIS Sponsor" & (1) embroidered PBI Hat, 15 Second video ad promoting the company on our social media, Plaque of appreciation at season's end. Logo/Name in 2024 media guide sponsor section PLUS, Facebook, PBYFA & IBIS web site advertising



**PALM BEACH IBIS YOUTH FOOTBALL
&
PALM BEACH YOUTH FOOTBALL ALLIANCE
2024 SPONSORSHIP OPPORTUNITIES**

Sponsor Name: _____	
Street Address: _____	
City, State, Zip: _____	
Contact Person & Phone: _____	
Contact Email: _____	
Web Site: _____	Artwork provided: _____
Amount Paid: _____	Cash/Cashapp/Venmo/Zelle Check #: _____
Package Name (Check one)	
<input type="radio"/> FIRST DOWN	
<input type="radio"/> IBIS PLAYER SPONSOR	
<input type="radio"/> TROPICAL STORM	
<input type="radio"/> CAT 5	
<input type="radio"/> TOUCHDOWN	
<input type="radio"/> HAILMARY	
<input type="radio"/> IBIS UNIFORM SPONSOR	

Complete and return with payment, payable to:
PBYFA / PALM BEACH IBIS YOUTH FOOTBALL:
15 SOUTHERN CROSS CIR #205, BOYNTON BEACH, FL, 33436.
For further information, contact: Palmbeachibisfootball@gmail.com & Pbyfalliance@gmail.com

Artwork must be provided via email in a high resolution .jpg or .png or .eps.

FACT SHEET



HIGHEST CONTAINER
VOLUME PER ACRE
IN THE U. S.

CARGO
2,523,021
SHORT TONS

TEUs
283,754
Twenty-Foot Equivalent Units

CURRENT
PROJECTS:
Western Rail
Rehabilitation-
Completed
March 2024
Port Infrastructure
Development
Project



CARGO THROUGHPUT
\$14.9 Billion
PER YEAR

CARGO VESSELS
1,413
PER YEAR

CRUISE SHIP
PASSENGERS
412,701



RAIL CARS
14,802
PER YEAR

SUGAR
515,200
SHORT TONS

LIQUID ASPHALT
93,339
SHORT TONS

CEMENT
90,466
SHORT TONS

RAIL
6.5 Miles

MOLASSES
101,561
SHORT TONS

RECYCLABLE STEEL
41,364
SHORT TONS

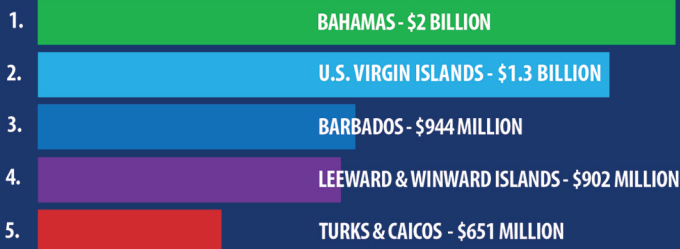
BREAK-BULK
162,354
SHORT TONS

2,700+
CARGO BUSINESS
DIRECT JOBS
\$154 million in revenue

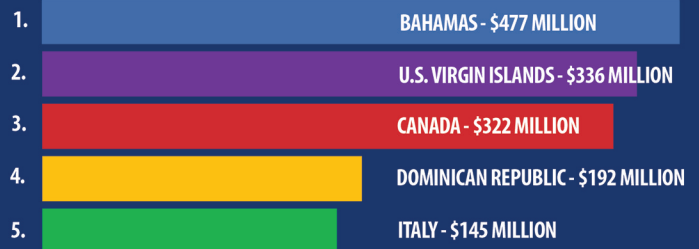
1,350+
CRUISE INDUSTRY
DIRECT JOBS
\$100+ million in revenue



EXPORTS: Top International Trading Partner by Value



IMPORTS: Top International Trading Partner by Value





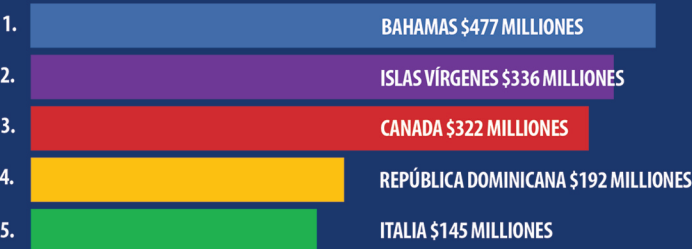
HOJA INFORMATIVA

<p>EL MÁS ALTO VOLUMEN DE CONTENEDORES POR HECTÁREA EN LOS ESTADOS UNIDOS</p> <p>\$14.9 Mil MILLONES TRÁFICO DE CARGA ANUAL</p>	<p>2,523,021 TONELADAS DE CARGA</p> <p>1,413 BUQUES DE CARGA ANUAL</p>	<p>283,754 UNIDADES EQUIVALENTES</p> <p>412,701 PASAJEROS DE CRUCERO</p>	<p>Proyecto de Rehabilitación Ferroviaria del Oeste –Finalizado en Marzo 2024 Programa de desarrollo de la infraestructura</p> 
	<p>14,802 VAGONES DE FERROCARIL</p> <p>6.5 MILLAS DE CARRILERA</p>	<p>515,200 TONELADAS DE AZÚCAR</p> <p>101,561 TONELADAS DE MELAZA</p>	<p>93,339 TONELADAS DE ASFALTO LÍQUIDO</p> <p>41,364 TONELADAS DE MATERIAL RECICLABLE</p>
	<p>90,466 TONELADAS DE COMBUSTIBLE DIÉSEL</p> <p>162,354 TONELADAS DE CEMENTO</p>	<p>2,700+ EMPLEOS DIRECTOS EN LA INDUSTRIA DE CARGA \$154 Millones en ingresos</p> <p>1,350+ EMPLEOS DIRECTOS EN LA INDUSTRIA DE CRUCERO \$100+ Millones en ingresos</p> 	

EXPORTACIONES: Mercados Principales Internacionales



IMPORTACIONES: Mercados Principales Internacionales





THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA
Dr. Mary McLeod Bethune Elementary
1501 Avenue 'U'
Riviera Beach, FL 33404
Phone: (561) 882-7600 Fax: (561) 882-7050
mcleodbethunees@palmbeachschools.org

Katrina W. Granger
Principal

Erica Medina
Assistant Principal

A Title I School

August 6, 2024

Yaremi Farinas
Port of Palm Beach District
One East 11th Street, Ste. 600
Riviera Beach, FL 33404

Dear Mrs. Farinas,

I hope this message finds you well. On behalf of the faculty and staff here at Dr. Mary McLeod Bethune Elementary School, we would like to extend our sincerest gratitude for your generous donation of school supplies provided to our scholars. Your contribution will allow our scholars to start off their school year ready for success.

We deeply appreciate your commitment to our community and the future of our scholars. Thank you once again for your support and for making a positive impact in the lives of our scholars. Time, expertise and support are the great benefits Dr. Mary McLeod Bethune Elementary receives through our partnership in Education as we are Anchored in Success to BELIEVE, BUILD AND BLOOM.

With warm regards,


Katrina W. Granger
Principal

KG:tr

Home of Florida's first LEED Gold Certified School
Palm Beach County Schools – Rated “A” by the Florida Department of Education
An Equal Education Opportunity Provider





Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Karen Emery

Submitting Department: Executive Office

Item Type: Reports

Agenda Section: DISTRICT REPORTS

Subject:

Executive Director's Report

Suggested Action:

Informational item only.

Background:

An outline of the topics to be reported at the August 18, 2024 Regular Commission Meeting is attached for your review.

Financial Impact:

No

Financial Impact Details:

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Executive Director's Report - 8-15-24](#)

Executive Director's Report – August 15, 2024

- Statistical Information for month ending June 2024:

	YEAR-TO-DATE		YTD VARIANCE
	FY24 Actual	FY24 Budget	FY24 Budget
TOTAL CARGO TONS	2,099,861	2,034,358	3.22%
TOTAL TEUs	194,467	210,852	-7.77%
PASSENGERS	295,472	305,213	-3.19%

- Financial Update for June 2024:
 - Over \$2 million in revenue.
 - End of June - \$5,471,096 net income.
 - Exceeding budget by \$1,619,518.
- PID Project Update:
 - In initial design.
- Locomotive Search:
 - Will be rescheduled; Al Fawcett, Rail & Operations Superintendent and Keith Leggett, Assistant Director of Operations will travel to Kingsland, GA to check out the possibility of a 2nd locomotive for the Port.
- Recruitment Status:
 - Port Engineer – Open.
 - Two Facilities positions - Open
- Events at the Port:
 - July 19th – MSU for Lake Worth Commissioning Ceremony: The Port hosted the USCG who celebrated the appointment of its commanding officer and the increase of the unit's authority for the northern portion of Sector Miami's area of responsibility. The change from an MSD to MSU in Lake Worth will bring more Coast Guard resources to the area. Lt. Giacomo Terrizzi will be the commanding officer of MSU Lake Worth. Commissioners Enright and Poole attended.
 - July 22nd – Discussion held with Business Development Board President & CEO Kelly Smallridge and two of her new staff members.
 - July 25th – Met with Florida Ports Council President Mike Rubin. Discussed grants, etc.
 - August 6th – Met with FDOT Secretary Jared Perdue. Update given at meeting.

- Sponsor a Teacher’s Classroom: On August 5th, we delivered school supplies to Washington, Lincoln, Grove and Dr. Mary McLeod elementary schools. The donations were primarily funded by tenants Ozinga, Heavy Lift Services and CEMEX.
- On the last day of the internship program, we invited our former interns from last year’s program to join us at a cookout hosted by CEMEX; four of them participated. Alex who interned with communications and planning just completed an internship with Orangetheory, took the LSAT’s for the first time and is entering her senior year at Cornell. Paula who interned with IT, is working as the project manager for a company called Site Stacker. Taylor, who interned with the finance department, is entering her second year at FAMU and playing in the marching band. Lastly, we caught up with Nestor, who interned with administration. He has maintained a 3.7 GPA at Carnegie Mellon University.
- July 29th, PIO Yaremi Farinas provided a presentation and tour for students with Gaines Summer Camp.

AAPA, FPC and Other Schedule of Events – 2024

- FPC & FSTED Annual Board Meeting – 8/27 through 8/29/24 – Pensacola, FL
 - Mike Meekins attending.
- FPC – Florida Supply Chain Summit – 9/05 through 9/11/24 – Miami, FL
- FPC – Breakbulk Americas – 10/15 through 10/17/24 – Houston, TX
- AAPA – Annual Convention & Expo – 10/27 through 10/30/24 – Boston, MA
 - Mike Meekins attending.

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Jackelin Machado

Submitting Department: Clerk's Office

Item Type: Reports

Agenda Section: DISTRICT REPORTS

Subject:

Governmental Affairs Report

Suggested Action:

Informational item only.

Background:

Verbal update will be provided by Mr. Richard Pinsky.

Financial Impact:

No

Financial Impact Details:

Additional Information Attached:

No

Action Taken:

Attachments:

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Jackelin Machado

Submitting Department: Clerk's Office

Item Type: Reports

Agenda Section: DISTRICT REPORTS

Subject:

Commissioner Reports

Suggested Action:

Informational item only.

Background:

Informational item only.

Financial Impact:

No

Financial Impact Details:

Additional Information Attached:

No

Action Taken:

Attachments:

Commissioners Agenda Item Report

Meeting Date: August 15, 2024

Submitted by: Jackelin Machado

Submitting Department: Attorney's Office

Item Type: Litigation Settlement

Agenda Section: NEW BUSINESS

Subject:

Consideration and execution of three (3) Separate Settlement Agreements to resolve ongoing Circuit Court proceedings, as explained below.

Suggested Action:

Consideration and execution of Three (3) Separate Settlement Agreements in Fraudulent Transfer Proceedings Supplementary (Palm Beach County Circuit Court Case No. 50-2023-CA-010481-XXXX-MB), arising from Port of Palm Beach District v. Teeters Agency & Stevedoring, Inc., and Monarch Shipping Co., Ltd ((the "Main Case") (No. 50-2022-CA-3940-XXXX-MB).

Background:

On April 26, 2022, the Port of Palm Beach District (the "Port") brought an action for eviction and damages against Teeters Agency & Stevedoring, Inc., and Monarch Shipping Co., Ltd. (collectively "Judgement Debtors"). On May 25, 2022, the Port obtained an eviction judgement against Judgement Debtors. On November 16, 2022, the Port successfully obtained a monetary judgement against Judgement Debtors for \$749,547.50 with interest accruing at a rate of 4.25%.

On April 18, 2023 the Port moved in the Main Case to open a new case, a proceedings supplementary case, against both initial, and subsequent, transferees of certain real property to set aside fraudulent transfers of 5 single family residences in Palm Beach County, 1 single family residence in Martin County, and two mortgages on single family residences in Palm Beach County, that Monarch made on June 6, 2022 to its three sibling owners and officers, Cindy Lou Teeters ("CT"), Sherry Ann Teeters Black (STB"), and William E. Teeters, II ("Bill Teeters") for no or little value, that were made 41 days after the Port filed its initial lawsuit (Main Case) against Teeters Agency and Monarch. Each of the properties so transferred had lis pendens placed upon them by the Port.

During the course of the litigation, Bill Teeters passed away and his probate was opened in Palm Beach on March 8, 2024. His daughter, Kristine Teeters ("Kristine") was appointed as his Personal Representative on March 13, 2024 over the Estate. The Port filed a claim in the Probate Case and substituted the Estate as a party in the Proceedings Supplementary Case..

The Port also had amended its Complaint in the Proceedings Supplementary Case so as to add additional parties, Jack and Robin Reading (the "Readings"), as subsequent transferees, to whom Bill transferred the property he had received from Monarch just prior to his death on January 12, 2024 for nominal consideration.

Summary of Proposed Settlement Agreements

Prior to, and as a precondition to, securing three settlement agreements from each of the Teeters sibling groups, the Port was able to obtain from Judgement Debtors and each of the Teeters siblings agreements to comprehensively waive and release any and all claims and rights over the remaining equipment on the former Teeters Parcels that the Judgement Debtors had left behind without the necessity of a judicial sale or any

further judicial process. Such waivers now obviate the necessity of a judicial sale or any further judicial process. The Port can now dispose of the remaining equipment expeditiously and position the former Teeters Parcels to be re-let.

The 3 separate Teeters sibling groups: (i) Cindy, individually, (ii) Bill Teeter's Estate, and (iii) STB and her subsequent transferee family members, each agreed to pay the Port \$100,000 each, for a collective settlement amount of \$300,000. Each of those separate Settlement Agreements, while all for the same amount have different terms for when and how settlement payments are to be paid and how those payments are to be secured.

There is no separate Settlement Agreement with the Judgment Debtors who will remain liable for any amounts still remaining owing to the Judgement entered against them. This amount consists of all of the monies obtained by the Port thus far (including the \$300,000 settlement amount) which is projected to be approximately \$650,000 versus the monetary judgement of \$749,547, plus attorneys fees in the approximate amount of \$160,000 to date.. However, for all practical purposes there will likely be no remaining assets to pursue against the Judgement Debtors.

Each of the three separate Settlement Agreements will result in (i) dismissing Cindy, Sherry, Bill's Estate, STB's family members and the Readings, from the Proceedings Supplementary Case, (ii) dissolving any remaining lis pendens filed against the Properties, (iii) withdrawing the Port's claim against and rights to the transferred Mortgages, (iv) forbearing from suing for certain alleged fraudulent conveyances of real property and mortgages (v) withdrawing the Port's claim filed in Bill Teeters Probate Case, and (vii) a limited release from the Port against, and in favor of the Port from, CT, STB, Bill Teeter's Estate, STB's family members and the Readings, for any and all claims that each has, or could have had, known and unknown, arising from or in connection with the matters raised, or that could have been raised by the Port against them in the Main Case, the Proceedings Supplementary Case, and Bill Teeters' Estate Probate Case.

Settlement Agreement with Bill Teeter's Estate. The Settlement Agreement with Bill Teeter's Estate provides gives it 18 months to pay \$100,000 with a right to one short term extension secured by a mortgage on a 10-acre parcel in Palm Beach County that was not the subject of the current Proceedings Supplementary Case.

Settlement Agreement with CT. The Settlement Agreement with CT calls for immediate payment of \$100,000 upon commission approval and the Executive Director executing the same with no security other than the right to get a judgement against her for the settlement amount, but the money is sitting in Cindy Teeters' attorneys' trust account to be wired to Nason, Yeager, Gerson, Harris & Fumero, P.A., Trust Account (Port Counsel).

Settlement Agreement with STB and her family members. The Settlement Agreement with STB and her family members is being secured by a mortgage on the Martin County property that was transferred to Sherry by Monarch and still owned by her and is the of the Proceedings Supplementary Case and upon which the Port has a lis pendens. STB also has 18 months to pay \$100,000 but is expected to sell the Martin County property, which is currently under contract. Therefore, it is expected that the Port will be paid for sooner rather than later. It was also advised that STB may borrow money to pay the Port \$100,000 so that the Port will get paid without the necessity of recording a mortgage.

Financial Impact:

Yes

Financial Impact Details:

Overall, execution of the proposed Settlement Agreements will place the Port in a more financially viable position. The Port is foregoing collection of a certain portion of the monetary judgment of \$749,547.50, and approximately \$160,000 in attorneys fees, against the defendants in the Main Case, not covered by the \$300,000 in settlement payments. However, the Port will be able to expeditiously sell the remaining equipment on the former Teeters Parcels and thereafter re-let the former Teeters Parcels. Re-letting the former Teeters

Parcels will create an income stream that will more than cover any forgone amount of the monetary judgment given the time savings. Specifically, the Port will receive a minimum of \$300,000 next year just on space assignment of 2.2 acres. This number does not include any associated dockage or wharfage charges regarding the parcel space assignment. There is also the possibility of a long-term lease that could possibly generate at least \$600,000 or more. Recovering the full amount of the monetary judgment will take the better part of a year, incur additional attorneys fees and costs, and involve going to trial. On the other hand, execution of the proposed Settlement Agreements provides certainty in outcome and allows the board to move forward with its priorities.

Additional Information Attached:

Yes

Action Taken:

Attachments:

[Settlement Agreement - William E. Teeters II signed by Kristine Teeters 07-29-2024](#)

[Settlement Agreement - Cindy Teeters signed 07-18-2024](#)

[Settlement Agreement - Sherry Teeters and the Blacks signed 07-31-2024](#)

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PORT OF PALM BEACH DISTRICT,

CASE NO. 50-2022-CA-3940-
XXXX-MB

Plaintiff/ Judgement Creditor,

v.
TEETERS AGENCY & STEVEDORING, INC.,
and MONARCH SHIPPING CO., LTD.,
Defendants/ Judgment Debtors.

PORT OF PALM BEACH DISTRICT,

SUPP. CASE NO. 50 2023 CA
010481 XXXX MB

Judgement Creditor,

v.
TEETERS AGENCY & STEVEDORING, INC.,
and MONARCH SHIPPING CO., LTD.,
Judgment Debtors,
and
ESTATE OF WILLIAM E. TEETERS, II,
CINDY LOU TEETERS, SHERRY ANN
TEETERS BLACK, JULIAN J. BLACK,
WILLIAM J. BLACK, and ROBERT A.
BLACK, JR.,

Defendants in Proceedings
Supplementary,

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("**Settlement Agreement**"), which is effective as of the date last signed by the Parties ("**Effective Date**"), is by and between the Port of Palm Beach District, (the "**Port**"), on the one hand, and William E. Teeters, II ("**Bill**"), individually, by and through his personal representative, Kristine Teeters ("**Kristine**") on behalf of Bill's probate estate ("**Bill's Estate**"), which probate case was opened in Palm Beach County, Florida, on March 8, 2024 under Case No. 50-2024-CP-001307-XXXXA-MB ("**Bill's Probate Case**"), and as a corporate representatives on behalf of both Teeters Agency & Stevedoring, Inc. ("**Teeters Agency**"), and Monarch Shipping Co., Ltd. ("**Monarch**") (collectively "**Judgement Debtors**"), on the other hand, (each individually referred to as a "**Party**", or collectively referred to as "**Parties**").

RECITALS:

WHEREAS, on April 26, 2022, the Port brought an action for eviction and damages against the Judgement Debtors in Palm Beach County Circuit Court Case No. 50-2022-CA-3940-XXXX-MB (the "**Main Case**").

WHEREAS, the Port, on November 16, 2022, obtained a monetary judgment against Judgement Debtors for \$749,547.50 (the "**Judgement Amount**") with interest accruing at a rate of 4.25% in the Main Case (the "**Judgement**").

WHEREAS, on April 18, 2023 the Port moved in the Main Case to bring, and on May 22, 2023 was opened as a new case, a proceedings supplementary case No. 50-2023-CA-010481-XXXX-MB (the "**Proceedings Supplementary Case**") against both initial, and subsequent, transferees to set aside actual, and constructive, transfers that the Port asserts were fraudulent transfers of 5 single family residences in Palm Beach County and 1 single family residence in Martin County, and two mortgages on single family residences in Palm Beach County, that Monarch made on June 6, 2022 to its three sibling owners and officers, including Bill, that were made 41 days after the Port filed its initial lawsuit against Teeters Agency and Monarch.

(Handwritten signature/initials)

WHEREAS, amongst those properties transferred to Bill on June 6, 2022 was 16344 62nd Rd. N., Loxahatchee, FL 33470, Parcel Control No. 00-40-42-36-00-000-5640 (the "**16344 Property**") who then transferred to Jack and Robin Reading (the "**Readings**") just before his death on January 12, 2024.

WHEREAS, amongst those mortgages transferred to Bill on June 6, 2022 was a mortgage on property located at 17759 37th Place, Loxahatchee, FL 33470, Parcel Control No. 00-40-43-14-00-000-3670 (the "**17759 Property Mortgage**"), which property was sold by Monarch to Kevin and Melissa Teeters in March 2009 for \$178,000 secured by a purchase money mortgage the buyers provided to Monarch on March 27, 2009 for \$167,236.04, and which property was subsequently sold to Paige Faucett and Ryan Young in November 2022 for \$470,644.

WHEREAS, amongst those mortgages transferred to Bill on June 6, 2022 was a mortgage on property located at 16417 63rd Road, North, Loxahatchee, FL 33470, Parcel Control No. 00-40-42-36-00-000-5350 (the "**16417 Property Mortgage**"), which property was sold by Monarch to Chase and Kristine Orvis on March 27, 2009 (recorded May 14, 2009) for \$165,000 secured by a purchase money mortgage the buyers provided to Monarch on March 27, 2009 for \$155,022, which property is now owned and was transferred to his daughter, Kristine for \$10 in September 2012.

WHEREAS, on October 2, 2023, Bill filed his response in the Proceedings Supplementary Case alleging that Monarch, was founded by his father, and was a mere conduit for the transfer of assets to him and his siblings as his children and grandchildren as gifts, and that there are other sufficient assets available to satisfy the judgment.

WHEREAS, on February 21, 2024, Bill's counsel filed a suggestion of his death in the Proceedings Supplementary Case.

WHEREAS, thereafter, the Port has filed a claim in Bill's Probate Case with respect to the Port's claims brought against him in, and for Bill's role as an officer of Judgement Debtors in effectuating the transfers made from Monarch which form the basis of, the Proceedings Supplementary Case.

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

1. Recitals and Capitalized Terms. The foregoing recitals are true, correct and incorporated into this Settlement Agreement.

2. Payment. Bill's Estate shall pay One Hundred Thousand Dollars (\$100,000.00) (the "Settlement Amount") to the Port, within eighteen (18) months of the last of the executions of this Settlement Agreement by all parties to this Settlement Agreement (the "Settlement Due Date") via wire transfer in accordance with the wire instructions as set forth and incorporated herein as **Exhibit A**, in exchange for (i) dismissing Bill and Bill's Estate from the Proceedings Supplementary Case, (ii) dissolving any lis pendens filed against the 16344 Property, (iii) withdrawing the Port's claim against and rights to the 17759 Property Mortgage, and the 16417 Property Mortgage, (v) forbearing from suing the Readings with respect to Bill's transfer to them of the 16344 Property, (vi) withdrawing the Port's claim filed in Bill's Probate Case, and (iv) a limited release from the Port against Bill and Bill's Estate from any and all claims that the Port has, or could have had, known and unknown, arising from or in connection with the matters raised, or that could have been raised by the Port against them in the Main Case, the Proceedings Supplementary Case, and Bill's Probate Case, which shall only take effect upon both the full and timely receipt of payment of the Settlement Amount by the Port (the "**Port's Release**"). Bill's estate will have the unilateral right, by written notice, to extend the due date for payment of the Settlement Amount by six (6) calendar months.

170

3. Security for the Payment. Payment of the Settlement Amount shall be secured by Bill's Estate, individually, and in its representative capacity, authorizing, providing, executing, and delivering to the Port, a recorded consensual mortgage lien (the "Lien"), in favor of the Port, securing the Settlement Amount, upon those certain parcels of real property, with combined legal descriptions of:

Tract 35, Block 24, PALM BEACH FARMS COMPANY, Plat No. 3, as recorded in Plat Book 2, Page 47, Public Records of Palm Beach County, Florida,

Together with the following parcels:

(Access Rd. N½)

The South 10 feet of the North 46 feet of Tract 36, Block 24, PALM BEACH FARMS COMPANY, Plat No. 3, as recorded in Plat Book 2, Page 47, Public Records of Palm Beach County, Florida.

(Access Rd. S½)

A parcel of land in Tract E of CYPRESS WOODS II, as recorded in Plat Book 62, Pages 147 through 151, inclusive, of the Public Records of Palm Beach County, Florida, being described as follows:

BEGIN at the Westerly most Northwest corner of said Tract E:

THENCE on a plat bearing of S 00° 00' 00" W along the East right-of-way line of Blanchette Trail a distance of 25.00 feet to the Northwest corner of Lot 101 of said CYPRESS WOODS II;

THENCE N 59° 02' 16" E a distance of 29.16 feet to a line 10.00 feet South of and parallel with the North line of said Tract E;

THENCE S 89° 59' 52" E along said parallel line a distance of 585.10 feet;

THENCE S 59° 02' 05" E a distance of 29.16 feet to the East line of said Tract E, also being the West line of Tract 35, Block 24 of PALM BEACH FARMS COMPANY PLAT NO. 3, as recorded in Plat Book 2, Pages 45 through 54 inclusive;

THENCE N 00° 00' 00" E along said East line a distance of 25.00 feet to the Northeast corner of said Tract E;

THENCE N 89° 59' 52" W along the North line of said Tract E a distance of 635.10 feet to the POINT OF BEGINNING;

Said land situate in Palm Beach County, Florida, containing 0.15 acres, more or less.

(collectively the "Secured Property"), owned by and being administered as part of Bill's Probate Case.

Within ten (10) days of the execution of this Settlement Agreement, Bill's Estate shall execute and record the Mortgage, which shall be in the form attached hereto as Mortgage Exhibit, against the Secured Property in the Public Records of Palm Beach County and furnish

NLE

evidence of execution and recording.

4. Port's Remedy to Foreclose the Mortgage on the Secured Property. If the full Settlement Amount is not timely received by the Port by the Settlement Due Date, the Port, upon ex parte written application to the Court in the Main Case, and/ or the Proceedings Supplementary Case, may submit to the Court an Ex-Parte Affidavit of Non-Payment along with a copy of this Settlement Agreement, and upon said application, and after notice and hearing, the Court **shall** enter a Judgment of Foreclosure of the Mortgage against the Secured Property in the full Judgement amount, less any amounts the Port may have already received under this Settlement Agreement.

5. Port's Obligations Upon Recording of Mortgage. Within ten (10) days after the recordation of the Mortgage against the Secured Property, the Port's (i) withdrawal of its claim against and rights to the 17759 Property Mortgage, and the 16417 Property Mortgage, and (ii) forbearance from suing the Readings with respect to Bill's transfer to them of the 16344 Property, shall take effect, and the Port shall (i) file a notice of voluntary dismissal **without prejudice** of Bill's Estate from the Proceedings Supplementary Case, (ii) dissolve any lis pendens filed against the 16344 Property, and (iii) withdraw **without prejudice** the Port's claim filed in Bill's Probate Case.

6. Port's Remedies for Failure to Timely Record Mortgage. If within ten (10) days after the last Party executes this Settlement Agreement, the recordation of the Mortgage against the Secured Property has not been recorded in the Public Records of Palm Beach County, (the "**Non-Monetary Default**"), the Port, after ten days email notice to cure either of the Non-Monetary Default to Bill's and/ or Bill Estate's counsel of record, on file in either the Main Case, the Proceedings Supplementary Case, and/ or Bill's Probate Case, then the Port, upon ex parte written application to the Court in the Main Case, and/ or the Proceedings Supplementary Case, may submit to the Court an Ex-Parte Affidavit of Non-Compliance along with a copy of this Settlement Agreement, and upon said application the Court **shall** enter a Judgment for damages against Bill's Estate, in the full Judgement amount.

7. Port's Obligations Upon Timely Receipt of Settlement Amount. Upon the timely receipt of the full Settlement Amount, the Port's Release shall take effect, and within ten (10) days of receipt of the full Settlement Amount, the Port shall (i) file a notice of voluntary dismissal **with prejudice** of Bill and Bill's Estate, from the Proceedings Supplementary Case, (ii) withdraw **with prejudice** the Port's claim filed in Bill's Probate Case, and (iii) record an executed Satisfaction of Mortgage in the Public Records of Palm Beach County, Florida.

8. Attorney's Fees. The Parties to this Settlement Agreement, agree to waive any right to pursue each other for any attorney's fees and costs incurred in either the Main Case, the Proceedings Supplementary Case and/ or Bill's Probate Case. In the event of any dispute arising out of this Settlement Agreement, or in which the terms of this Settlement Agreement are sought to be enforced, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs incurred (including fees and costs through trial, on appeal, and through and in any bankruptcy filed by any of the Parties hereto).

(NLE)

9. Limited Waiver of Claims. The Parties to this Settlement Agreement, agree to waive any claim they have against each other, with the exception of the Mortgage, and the other obligations of the Parties set forth within this Settlement Agreement, for any claims the other has against each other, known or unknown, arising out of the claims made and actions taken in either the Main Case, the Proceedings Supplementary Case, and/ or Bill's Probate Case.

10. Authority. Each Party, warrants and represents to the other that the person(s) executing this Settlement Agreement on its behalf is fully and properly authorized to execute and enter into this Settlement Agreement on behalf of each of the Parties, respectively, and to deliver the same to each of the Parties, respectively.

11. No Rule of Construction. The Parties each acknowledge, agree, warrant and represent, on its own respective behalf and not on behalf of the other, that (a) it has read and fully understands all of the terms, conditions and provisions of this Settlement Agreement, (b) that this Settlement Agreement is a binding legal document and (c) that it has been given adequate opportunity to seek the advice of legal counsel in connection with the preparation, negotiation and review of this Settlement Agreement and either have been represented by counsel or otherwise had the reasonable opportunity to engage counsel, and knowingly and unconditionally waived such right to counsel. Therefore, in connection with the foregoing, this Settlement Agreement shall be deemed to be drafted and negotiated collectively by the Parties and no rule of construction shall be invoked respecting the authorship of this Settlement Agreement.

12. Governing Law, No Oral Modifications, and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and cannot be amended, modified, or supplemented except by a written agreement entered into by all Parties hereto.

13. Retention of Jurisdiction. While this Settlement Agreement does not require Court approval, the Court in the Main Case and the Proceedings Supplementary Case shall retain exclusive jurisdiction to enforce the terms of this Settlement Agreement.

14. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their heirs and successors in interest.

15. Severability. In the event any provision of this Settlement Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Settlement Agreement shall continue unabated and in full force and effect. If, moreover, any one or more of the provisions contained in this Settlement Agreement shall for any reason be determined by a court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.

16. Signatures; Counterparts. Telecopied or electronic facsimiles of signatures (e.g., DocuSign) may be used in place of original signatures on this Settlement Agreement, with each Party agreeing to be bound



by such signatures. This Settlement Agreement may be executed in any number of counterparts, each of which when executed and delivered is deemed an original, but all of which together constitute one and the same instrument.

[Signature Page Follows]

[SETTLEMENT AGREEMENT-SIGNATURE PAGE]

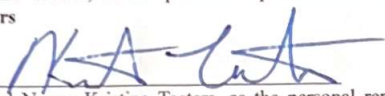
IN WITNESS WHEREOF, each Party, on its respective behalf, has caused this Settlement Agreement to be duly executed, which Settlement Agreement is effective as of the Effective Date.

The Port of Palm Beach

By: _____
Printed Name: Michael Meekins, by its Executive Director,
Date: July __, 2024

Proceedings Supplementary Defendant

Kristine Teeters, as the personal representative of the Estate of William E. Teeters

By: 
Printed Name: Kristine Teeters, as the personal representative of the Estate of William E. Teeters, and as an authorized representative of Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.

Date: July ^{24th} 2024

Exhibit A
Wiring Instructions



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

PORT OF PALM BEACH DISTRICT,

CASE NO. 50-2022-CA-3940-XXXX-MB

Plaintiff/ Judgment Creditor,

v.

TEETERS AGENCY & STEVEDORING,
INC., and MONARCH SHIPPING CO., LTD.,

Defendants/ Judgment Debtors.

PORT OF PALM BEACH DISTRICT,

SUPP. CASE NO. 50 2023 CA 010481
XXXX MB

Judgment Creditor,

v.

TEETERS AGENCY & STEVEDORING,
INC., and MONARCH SHIPPING CO., LTD.,

Judgment Debtors,

and

ESTATE OF WILLIAM E. TEETERS, II,
CINDY LOU TEETERS, SHERRY ANN
TEETERS BLACK, JULIAN J. BLACK,
WILLIAM J. BLACK, and ROBERT A.
BLACK, JR.,

Defendants in Proceedings
Supplementary,

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“**Settlement Agreement**”), which is effective as of the date last signed by the Parties (“**Effective Date**”), is by and between the Port of Palm Beach District, (the “**Port**”), on the one hand, and Cindy Lou Teeters (“**Cindy**”), individually, on the other hand, (each individually referred to as a “**Party**”, or collectively referred to as “**Parties**”).

1. Purpose of Settlement. This Settlement Agreement resolves all claims between the Port and Cindy arising from the Judgment entered in favor of the Port and against Teeters Agency and Stevedoring, Inc. and Monarch Shipping Co., Ltd. in Palm Beach County as case number 50-2023-CA-010481-XXXX-MB (“Main Case”), and the subsequently filed case for proceedings supplementary filed by the Port against Cindy and others in Palm Beach County as case number 50-2023-CA-010481-XXXX-MB (“Proceedings Supplementary Case”). This Settlement Agreement resolves these proceedings only as between the Port and Cindy, and does not preclude either from proceedings against other parties in connection with the Main Case, the Proceedings Supplementary Case, or any other related matters.
2. Payment. Cindy shall pay ***One Hundred Thousand Dollars (\$100,000.00)*** (the “Settlement Amount”) to the Port, from her lawyer’s trust account, upon the last of the dates of execution of this Settlement Agreement by all parties to this Settlement Agreement (the “Settlement Due Date”) via wire transfer in accordance with the wire instructions as set forth and incorporated herein as **Exhibit A**, in exchange for (i) dismissing Cindy with prejudice from the Proceedings Supplementary Case once funds have cleared, (ii), and a release from the Port against Cindy from any and all claims that the Port has, or could have had, known and unknown, arising from or in connection with the matters raised, or that could have been raised by the Port against her in the Main Case, and the Proceedings Supplementary Case, which shall only take effect upon the full and timely receipt of payment of the Settlement Amount by the Port (the “**Port’s Release**”).
3. Port’s Remedy If the full Settlement Amount is not timely received by the Port by the Settlement Due Date, the Port, upon ex parte written application to the Court in the Main Case, and/ or the Proceedings Supplementary Case, may submit to the Court an Ex-Parte Affidavit of Non-Payment along with a copy of this Settlement Agreement, and upon said application the Court shall enter a Judgment of **\$100,000.00 plus interest**, less any amounts received under this Settlement Agreement.
3. Port’s Obligations. Upon execution of this Settlement Agreement, the Port shall file a “Notice of Settlement with Cindy Teeters” in the Proceedings Supplementary Case. Upon the timely receipt of the full Settlement Amount, the Port’s Release shall take effect. Within ten (10) days of receipt of the full Settlement Amount, the Port shall file a notice of voluntary dismissal **with prejudice** of Cindy from the Proceedings Supplementary Case.
4. Attorney’s Fees. The Parties to this Settlement Agreement, agree to waive any right to pursue each other for any attorney’s fees and costs incurred in either the Main Case and the Proceedings Supplementary Case. In the event of any dispute arising out of this Settlement Agreement, or in which the terms of this Settlement Agreement are sought to be enforced, the prevailing party shall be entitled to an award of its reasonable attorney’s fees and costs incurred (including fees and costs through trial, on appeal, and through and in any bankruptcy filed by any of the Parties hereto).

5. Mutual Release. The Parties to this Settlement Agreement, agree to waive any claim they have against each other, except for the obligations of the Parties set forth within this Settlement Agreement, for any claims the other has against each other, known or unknown, arising out of the claims made and actions taken in either the Main Case, and/or the Proceedings Supplementary Case. The Port's Release to Cindy shall take effect upon the timely payment to the Port of the full Settlement Amount. Cindy's Release to the Port shall take place upon her execution of this Settlement Agreement.
6. No Admission of Liability. The parties acknowledge and agree that this Settlement Agreement is entered into as a compromise and settlement of a lawsuit and is not intended to constitute, nor shall it be construed as, an admission of any negligence, culpability, liability, wrongdoing, or breach on the part of any party or person of any kind whatsoever by any of the parties.
7. Authority. Each of the Parties, on each of their own respective behalves, and not on behalf of the other, warrants and represents to the other that each of the Parties, respectively, and the person(s) executing this Settlement Agreement on each of their respective behalves, are fully and properly authorized to execute and enter into this Settlement Agreement on behalf of each of the Parties, respectively, and to deliver the same to each of the Parties, respectively.
8. No Rule of Construction. The Parties each acknowledge, agree, warrant and represent, on its own respective behalf and not on behalf of the other, that (a) it has read and fully understands all of the terms, conditions and provisions of this Settlement Agreement, (b) that this Settlement Agreement is a binding legal document and (c) that it has been given adequate opportunity to seek the advice of legal counsel in connection with the preparation, negotiation and review of this Settlement Agreement and either have been represented by counsel or otherwise had the reasonable opportunity to engage counsel, and knowingly and unconditionally waived such right to counsel. Therefore, in connection with the foregoing, this Settlement Agreement shall be deemed to be drafted and negotiated collectively by the Parties and no rule of construction shall be invoked respecting the authorship of this Settlement Agreement.
9. Governing Law, No Oral Modifications, and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and cannot be amended, modified, or supplemented except by a written agreement entered into by all Parties hereto.
10. Retention of Jurisdiction. While this Settlement Agreement does not require Court approval, the Court in the Main Case and the Proceedings Supplementary Case shall retain exclusive jurisdiction to enforce the terms of this Settlement Agreement.
11. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their heirs and successors in interest.

12. Severability. In the event any provision of this Settlement Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Settlement Agreement shall continue unabated and in full force and effect. If, moreover, any one or more of the provisions contained in this Settlement Agreement shall for any reason be determined by a court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.

13. Signatures; Counterparts. Telecopied or electronic facsimiles of signatures (e.g., DocuSign) may be used in place of original signatures on this Settlement Agreement, with each Party agreeing to be bound by such signatures. This Settlement Agreement may be executed in any number of counterparts, each of which when executed and delivered is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, each Party, on its respective behalf, has caused this Settlement Agreement to be duly executed, which Settlement Agreement is effective as of the Effective Date.

The Port of Palm Beach:

By: _____
Printed Name: Michael Meekins, by its Executive
Director
Title: _____
Date: _____

Cindy Lou Teeters.

By:  _____
Printed Name: Cindy Lou Teeters, individually,
Date: 07/18/2024

Exhibit A
Wiring Instructions

**NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A.
FIRST HORIZON BANK
WIRE INSTRUCTIONS**

WIRE FRAUD ADVISORY:

Due to the increased risk associated with wire fraud and e-mail hacking and phishing attacks, in the event you receive an e-mail from Nason Yeager containing wire transfer instructions, please call Nason Yeager using previously known contact information and NOT information provided in the email, to verify the information contained within said wire transfer instructions prior to sending funds pursuant to such wire transfer instructions.

**First Horizon Bank
165 Madison Ave.
Memphis, TN 38103
ABA #084000026**

for further credit to:

**NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A., TRUST ACCOUNT
Account No. 021500XXXX **** (Please contact the Finance Department at (561) 686-3307 to obtain the last 4 digits of the account number)******

**3001 PGA Boulevard, Suite 305
Palm Beach Gardens, FL 33410
561-686-3307**

**International Wire Information:
Swift Code: FTBMUS44**






Port of Palm Beach Cindy Teeter's Settlement Agreement - simple one time payment version (01873945-2).DOCX

Final Audit Report

2024-07-18

Created:	2024-07-18
By:	Beltrano & Associates (service@beltranolaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Fj1qmR_7NHUGbodM_lygoCs5rC3DZvL

"Port of Palm Beach Cindy Teeter's Settlement Agreement - simple one time payment version (01873945-2).DOCX" History

-  Document created by Beltrano & Associates (service@beltranolaw.com)
2024-07-18 - 9:33:56 PM GMT
-  Document emailed to Cindy Teeters (flcracker.ct@gmail.com) for signature
2024-07-18 - 9:34:04 PM GMT
-  Email viewed by Cindy Teeters (flcracker.ct@gmail.com)
2024-07-18 - 10:01:19 PM GMT
-  Document e-signed by Cindy Teeters (flcracker.ct@gmail.com)
Signature Date: 2024-07-18 - 10:02:49 PM GMT - Time Source: server
-  Agreement completed.
2024-07-18 - 10:02:49 PM GMT

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT

IN AND FOR PALM BEACH COUNTY, FLORIDA

PORT OF PALM BEACH DISTRICT,

CASE NO. 50-2022-CA-3940-XXXX-MB

Plaintiff/ Judgement Creditor,

v.

TEETERS AGENCY & STEVEDORING,
INC., and MONARCH SHIPPING CO., LTD.,

Defendants/ Judgment Debtors.

PORT OF PALM BEACH DISTRICT,

SUPP. CASE NO. 50 2023 CA 010481
XXXX MB

Judgement Creditor,

v.

TEETERS AGENCY & STEVEDORING,
INC., and MONARCH SHIPPING CO., LTD.,

Judgment Debtors,

and

ESTATE OF WILLIAM E. TEETERS, II,
CINDY LOU TEETERS, SHERRY ANN
TEETERS BLACK, JULIAN J. BLACK,
WILLIAM J. BLACK, and ROBERT A.
BLACK, JR.,

Defendants in Proceedings
Supplementary,

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“**Settlement Agreement**”), which is effective as of the date last signed by the Parties (“**Effective Date**”), is by and between the Port of Palm Beach District, (the “**Port**”), on the one hand, and Sherry Ann Teeters Black (“**Sherry**”), individually, and as a authorized representatives on behalf of any entity(ies) she owns or controls, plus, Robert A. Black, Jr. (“**RJ**”), Juliana J Black (“**J. Black**”), William J. Black (“**W. Black**”) (collectively J. Black and W. Black shall be referred to herein as the “**Blacks**”) (the Blacks collectively with

Sherry shall be referred to as the “**Black Family Proceedings Supplementary Defendants**”), on the other hand, (each individually referred to as a “**Party**”, or collectively referred to as “**Parties**”).

RECITALS:

WHEREAS, on April 26, 2022, the Port brought an action for eviction and damages against Teeters Agency & Stevedoring, Inc. (“**Teeters Agency**”), and Monarch Shipping Co., Ltd. (“**Monarch**”) (collectively “**Judgement Debtors**”) in Palm Beach County Circuit Court Case No. 50-2022-CA-3940-XXXX-MB (the “**Main Case**”).

WHEREAS, the Port, on November 16, 2022, obtained a monetary judgment against Judgement Debtors for \$749,547.50 (the “**Judgement Amount**”) with interest accruing at a rate of 4.25% in the Main Case (the “**Judgement**”).

WHEREAS, on April 18, 2023 the Port moved in the Main Case to bring, and on May 22, 2023, filed the proceedings supplementary case No. 50-2023-CA-010481-XXXX-MB (the “**Proceedings Supplementary Case**”) against the initial and subsequent transferees of certain real property seeking to set aside actual, and constructive, transfers by Monarch on June 6, 2022, that the Port asserts were fraudulent and which transfers by Monarch included (i) five (5) single family residences in Palm Beach County, (ii) one (1) single family residence in Martin County, and (iii) two mortgages on single family residences in Palm Beach County (collectively, the “**Transfers**” and each individually a “**Transfer**”).

WHEREAS, a Transfer to Sherry was of that certain property located at 15660 41st Ct. N., Loxahatchee Groves, FL 33470, Parcel Control No. 41-41-43-07-00--000-7890 (the “**15660 Property**”), which Sherry subsequently transferred to the Blacks on June 29, 2022.

WHEREAS, another Transfer to Sherry on June 6, 2022, was of that certain property located at 15212 133rd Terr. Jupiter, FL 33478-8519, Parcel Control No. 00-41-41-16-00-000-6160 (the “**15212 Property**”), which Sherry subsequently transferred to RJ on June 29, 2022.

WHEREAS, another Transfer to Sherry on June 6, 2022, was of that certain property located at 10800 SW Greenridge Ln., Palm City, FL 34990 in Martin County, Property ID No. 14-39-40-002-000-00210-9 (the “**10800 Property**”).

WHEREAS, the Black Family Proceedings Supplementary Defendants filed their responses in the Proceedings Supplementary Case contesting/denying the Port’s allegations and raised defenses to the Port’s claims alleging that Monarch, was founded by Sherry’s father, and was a mere conduit for the transfer of assets to her and her siblings as his children, and grandchildren as gifts, and that there are other sufficient assets available to satisfy the judgment.

WHEREAS, the Parties, wish to resolve any, and all, claims (defined below) between them as of the Effective Date, so that the Parties are able to go separately without either Party owing any obligation of any kind to any other Party hereto, except as expressly reserved herein and/or arising under this Agreement.

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

1. Recitals and Capitalized Terms. The foregoing recitals are true, correct and incorporated into this Settlement Agreement. Any capitalized terms used in this Settlement Agreement and not defined herein have the meanings ascribed to them in the Lease.
2. Payment. The Black Family Proceedings Supplementary Defendants, named herein, shall collectively pay **One Hundred Thousand Dollars (\$100,000.00)** (the “Settlement Amount”) to the Port, on or before the Five Hundred and Forty Seventh (547th) day (the “Grace Period”) following the date on which the last Party to this Agreement executes this Settlement Agreement (the “Settlement Due Date”). The Settlement Amount shall be delivered via wire transfer to Nason Yeager’s Trust Account for the benefit of the Port in accordance with the wire instructions as set forth and incorporated herein as **Exhibit A (the “Wire Instructions”)**. The Settlement Sum is being delivered to the Port in exchange for (i) dismissing Sherry, RJ, and the Blacks, from the Proceedings Supplementary Case, (ii) dissolving any lis pendens filed against the 15560 Property, 15212 Property, & 10800 Property, and (iii) a General Release from the Port in favor of Sherry, RJ, and the Blacks, jointly and severally, from any and all claims that the Port has, or could have had, known and unknown, arising from or in connection with any matter raised by, or that could have been raised by, the Port against any Black Family Proceedings Supplementary Defendants or all Black Family Proceedings Supplementary Defendants in the Main Case and/or the Proceedings Supplementary Case; provided, however, such General Release shall only become effective upon the receipt of good and clear funds upon the full and timely initiation of the wire transfer of the Settlement Amount to the Port (the “**Port’s Release**”) in accordance with this Section of this Agreement.
3. Security for the Payment. Payment of the Settlement Amount shall be secured by a mortgage lien for the Settlement Amount (the “Mortgage”), in the form attached hereto as Exhibit “B” and recorded against the 10800 Property (the “Secured Property”), which is owned by Sherry. Within ten (10) days of the execution of this Settlement Agreement, Sherry shall record the Mortgage against the Secured Property in the Public Records of Martin County.
4. Port’s Remedy to Foreclose the Mortgage on Secured Property. If the full Settlement Amount is not timely made to the Port by the Settlement Due Date, the Port, upon notice to Sherry’s counsel, may make written application to the Court in the Main Case, and/or the Proceedings Supplementary Case, and submit therewith an Affidavit of Non-Payment along with a copy of this Settlement Agreement, and upon said application the Court **shall** enter a Judgment of Foreclosure of the Mortgage against the Secured Property in the full Settlement Amount, less any amounts the Port may have already received under this Settlement Agreement. Sherry’s only defense to the entry of a Judgment of Foreclosure shall be the presentation of evidence of payment(s) to the Port of the full Settlement Amount.

5. Port's Obligations Upon Recording of Mortgage. Within ten (10) days after the recordation of the Mortgage against the Secured Property, or upon Sherry's payment of the Settlement Amount (whichever is sooner), the Port shall thereupon and forthwith cause its counsel to: (i) enter into a Joint Notice of Settlement and Stipulation for Dismissal with Prejudice, pursuant to which (i) the Parties shall give notice to the Court of this Agreement, (ii) provide for the Court to retain jurisdiction of the Port and Sherry for the limited purposes of enforcing this Agreement, (iii) provide for voluntary dismissal **with prejudice** of Sherry, RJ, and the Blacks, from the Proceedings Supplementary Case (subject to the Court retaining jurisdiction over Sherry to enforce the Mortgage), and (iv) dissolving any lis pendens filed against the 15560 Property, 15212 Property, & 10800 Property.
6. Port's Remedies for Failure to Timely Record Mortgage. If within ten (10) days after the last Party executes this Settlement Agreement, the recordation of the Mortgage against the Secured Property has not been recorded in the Public Records of Martin County (the "**Non-Monetary Default**"), the Port, after ten days email notice to cure the Non-Monetary Default to Black Family Proceedings Supplementary Defendants' counsel Christopher B. Hopkins, Esq. ("Black Family Proceedings Supplementary Defendants' Counsel") at chopkins@mcdonaldhopkins.com, then the Port, upon ex parte written application to the Court in the Main Case, and/ or the Proceedings Supplementary Case, may submit to the Court an Ex-Parte Affidavit of Non-Compliance along with a copy of this Settlement Agreement, and upon said application the Court shall enter a Judgment for damages against each of the Black Family Proceedings Supplementary Defendants, jointly and severally, in an amount equal to the full Settlement Amount less any payments made by such Parties toward the Settlement Amount.
7. Port's Obligations Upon Timely Receipt of Settlement Amount
- (a) Within ten (10) days after the last Party executes this Settlement Agreement, the Port shall deliver to counsel for the Black Family Proceedings Supplementary Defendants a Satisfaction of Mortgage (the "Satisfaction") to be held in trust by the Black Family Proceedings Supplementary Defendants' counsel pending proof that Sherry and/ or the Closing Agent has delivered the sum of \$100,000, in immediately available funds, to the Port, at which time Black Family Proceedings Supplementary Defendants' counsel and/ or the Closing Agent is authorized to record the Satisfaction
- (b) In the event that Sherry elects to sell the 10800 Property during the Grace Period (a "10800 Sale), the Port shall fully cooperate with any title company and/or law firm serving as the closing agent for the 10800 Sale (the "Closing Agent"). Provided that the Closing Agent acknowledges Sherry's obligation(s) under this Agreement to the Port to pay the Settlement Amount and agrees to deliver to the Port the Settlement Amount out of any closing proceeds, the Port's cooperation in connection with any 10800 Sale shall include the Port's timely delivery to the Closing Agent of such documents as required by the Closing Agent in order for Sherry to transfer her title to

the 10800 Property free and clear of any encumbrance or cloud on title associated with (i) this Agreement, (ii) the Mortgage, (iii) any Lis Pendens recorded against the 10800 Property by the Port or its agents, (iv) the Main Case and/or (v) the Proceedings Supplementary Case. In connection with a 10800 Sale, the Port's duty of cooperation shall include, upon the request of the Closing Agent, the prompt delivery to the Closing Agent of an estoppel letter specifying the following:

“Upon payment to the Port of the sum of \$100,000 in accordance with this Agreement, the Port agrees: (i) the Closing Agent is authorized to record the Satisfaction, and (ii) to deliver to the Closing Agent copies of the Discharge of Lis Pendens filed with the Court, and the Notice of Voluntary Dismissal with Prejudice of Sherry, RJ, J. Black, and W. Black in the Main Case and the Proceedings Supplementary Case.”

8. Attorney's Fees. The Parties to this Settlement Agreement, agree to waive any right to pursue each other for any attorney's fees and costs incurred in either the Main Case and the Proceedings Supplementary Case. In the event of any dispute arising out of this Settlement Agreement, or in which the terms of this Settlement Agreement are sought to be enforced, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs incurred (including fees and costs through trial, on appeal, and through and in any bankruptcy filed by any of the Parties hereto).
9. Limited Waiver of Claims. The Port and Black Family Proceedings Supplementary Defendants (jointly and severally), agree to waive any claim they have against the other Party, with the exception of the Mortgage, and any other obligation of a Party set forth within this Settlement Agreement, for any claim(s) the one Party has against the other Party, whether known or unknown, arising out of any claim(s) made and/or action(s) taken in either the Main Case and/ or the Proceedings Supplementary Case.
10. Authority. Each Party, on its/his/her own behalf, and not on behalf of the other, warrants and represents to the other that it/his/her, respectively, and the person(s) executing this Settlement Agreement on it/his/her behalf, are fully and properly authorized to execute and enter into this Settlement Agreement and to deliver the same to each Party hereto.
11. No Rule of Construction. Each Party acknowledges, agree, warrants and represents, on its own respective behalf and not on behalf of the other, that (a) it/he/she has read and fully understands all of the terms, conditions and provisions of this Settlement Agreement, (b) that this Settlement Agreement is a binding legal document (c) that it/he/she has been given adequate opportunity to seek the advice of legal counsel in connection with the preparation, negotiation and review of this Settlement Agreement, and (d) that it/he/she has either been represented by counsel or had the reasonable opportunity to engage counsel or has knowingly and unconditionally waived such right to counsel. Therefore, in connection with the foregoing, this Settlement Agreement shall be deemed to be drafted and negotiated collectively by the Parties and no rule of construction shall be invoked respecting the authorship of this Settlement Agreement.

12. Governing Law, No Oral Modifications, and Venue. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and cannot be amended, modified, or supplemented except by a written agreement entered into by all Parties hereto.
13. Retention of Jurisdiction. While this Settlement Agreement does not require Court approval, the Court in the Main Case and the Proceedings Supplementary Case shall retain exclusive jurisdiction to enforce the terms of this Settlement Agreement.
14. Binding Effect. This Settlement Agreement is binding upon and inures to the benefit of each Party and it/his/her respective heirs and successors in interest.
15. Severability. In the event any provision of this Settlement Agreement is invalidated by a court of competent jurisdiction, then all of the remaining provisions of this Settlement Agreement shall continue unabated and in full force and effect.
16. No Admission of Liability. Neither this Settlement Agreement nor anything contained herein shall constitute or be construed as an admission of liability, wrongdoing, or unlawful conduct by any Party, or be presented in any proceeding as evidence thereof. The Parties acknowledge that this Settlement Agreement was entered into as a compromise of disputed and contested claims to avoid the costs and expense associated with litigation.
17. Notice. All notices pursuant to this Settlement Agreement shall be provided by e-mail alone to the respective Party's counsel, as follows: (i) if to Judgement Creditor, the Port, to Ivan J. Reich, Esq. at ireich@nasonyeager.com, and John Fumero, Esq., the Port's general counsel, at jfumero@nasonyeager.com, and (ii) if to any of the Black Family Proceedings Supplementary Defendants, to Christopher B. Hopkins, Esq. at Chopkins@mcdonaldhopkins.com.
18. Signatures; Counterparts. Telecopied or electronic facsimiles of signatures (e.g., DocuSign) may be used in place of original signatures on this Settlement Agreement, with each Party agreeing to be bound by such signatures. This Settlement Agreement may be executed in any number of counterparts, each of which when executed and delivered is deemed an original, but all of which together constitute one and the same instrument.

[Signature Page Follows]

[SETTLEMENT AGREEMENT-SIGNATURE PAGE]

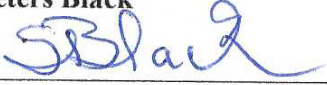
IN WITNESS WHEREOF, each Party, on its respective behalf, has caused this Settlement Agreement to be duly executed, which Settlement Agreement is effective as of the Effective Date.

The Port of Palm Beach

By: _____
Printed Name: Michael Meekins, by its Executive Director,
Date: July __, 2024

Black Family Proceedings Supplementary Defendants

Sherry Ann Teeters Black

By:  _____
Printed Name: Sherry Ann Teeters Black,
both individually, and as an authorized representative
of any entity she owns or controls
Date: July 31st, 2024

Robert A. Black, Jr.

By: _____
Printed Name: Robert A. Black, Jr., individually,
Date: July __, 2024

Juliana J. Black

By: _____
Printed Name: Juliana J. Black, individually,
Date: July __, 2024

William J. Black

By: _____
Printed Name: William J. Black, individually,
Date: July __, 2024

[SETTLEMENT AGREEMENT-SIGNATURE PAGE]

IN WITNESS WHEREOF, each Party, on its respective behalf, has caused this Settlement Agreement to be duly executed, which Settlement Agreement is effective as of the Effective Date.

The Port of Palm Beach

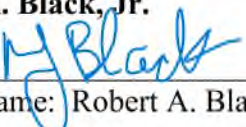
By: _____
Printed Name: Michael Meekins, by its Executive Director,
Date: July __, 2024

Black Family Proceedings Supplementary Defendants


Sherry Ann Teeters Black

By: _____
Printed Name: Sherry Ann Teeters Black,
both individually, and as an authorized representative
of any entity she owns or controls
Date: July __, 2024

Robert A. Black, Jr.

By: 
Printed Name: Robert A. Black, Jr., individually,
Date: July 31, 2024

Juliana J. Black

By: 
Printed Name: Juliana J. Black, individually,
Date: July 31, 2024

William J. Black

Type text here


By: 
Printed Name: William J. Black, individually,
Date: July 31, 2024

Exhibit A
Wiring Instructions

Exhibit B

Form of Mortgage for Secured Property

This instrument prepared by and return to:

Peter M. Bernhardt, Esq.

501 S. Flagler Drive, Suite 200

West Palm Beach, FL 33401

_____[Space Above This Line For Recording
Data]_____

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$100,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE DEED

THIS MORTGAGE DEED executed this ____ day of August 2024, by **SHERRY TEETERS BLACK**, hereinafter called the mortgagor, to **PORT OF PALM BEACH DISTRICT**, hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

WITNESSETH, that in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Martin County, Florida, with a property address of 10800 SW Greenridge Lane, Palm City, FL 34990403, with a Property ID No. 14-39-40-002-000-00210-9, legally described as follows (referred to herein as the Property):

Lot 21, GREENRIDGE ESTATES according to the plat thereof, recorded in Plat Book 7, Page 45, Public Records of Martin County, Florida

If all or any part of the Property or any interest in it is sold or transferred by mortgagor without mortgagee's prior written consent, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as mortgagee shall request. If mortgagee has waived the option to accelerate provided in this paragraph, and if mortgagor's successor in interest has executed a written assumption agreement accepted in writing by mortgagee, mortgagee may, but shall not be required to release mortgagor for all obligations under this mortgage and the note. Mortgagee shall have this option to accelerate under this provision, regardless of the condition of the security, and in spite of the fact that the mortgagee's security is not impaired. If mortgagee exercises such option to accelerate, mortgagee shall mail mortgagor notice of acceleration at the address of the subject property, a notice providing a period of not less than thirty (30) days from the date the notice is mailed within which mortgagor may pay the sums declared due. If mortgagor fails to pay such sums prior to the expiration of such period, mortgagee may, without further demand or notice on mortgagor, invoke any remedies provided herein.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except as above specified.

PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the Settlement Amount provided in the Settlement Agreement between Mortgagor and Mortgagee having an Effective Date of [insert], and if mortgagor shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the

mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In the event of a default of the note and mortgage or any term therein, mortgagee shall have the immediate, unconditional right to the appointment of a receiver to maintain the property, collect the rents and profits, and perform such other acts as may be appropriate for a receiver to preserve the value and income of the property for the mortgagee. Mortgagee shall be entitled to the appointment of a receiver without regard to the value of the property, without regard to whether or not waste is being committed thereon, and without regard to any other condition or circumstance.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$100,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these present the day and year first above written.

Signed, sealed and delivered

in the presence of:

Print name: _____

_____ (SEAL)

Print name: _____

Print name: _____

Print name: _____

_____ (SEAL)

Print name: _____

Print name: _____

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐on-line notarization, this _____ day of August 2024 by SHERRY TEETERS BLACK, who personally known to me or who has produced _____ as identification, and who did not take an oath.

Notary Public, State of Florida