Board of Directors Meeting

Start time is 8:30AM or immediately following Audit Committee Meeting

June 24, 2024 08:30 AM

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Wendy Hamilton
II. Approval of Minutes - Board of Directors Meeting - May 28, 2024	Chair Daniel Bean
III. Public Comments	
IV. Presentations: Recognition of Board Member Ed Fleming - Presented by Chair Daniel Bean Milestone: Jeff Price, Director of Marketing, 25 Years - Presented by Robert Peek	
V. New Business	
BD2024-06-01 Proposed Operating and Capital Budget for FY2025	Joey Greive
BD2024-06-02 Management Policy Revision (MP6 - Employment)	Linda Williams
BD2024-06-03 FDOT Grant Agreement - JAXPORT Crane Modernization Program	Nick Primrose
BD2024-06-04 Sovereignty Submerged Land Lease and Easement for Berth 20	James Bennett
AC2024-06-06 BIMT Additional Radiation Portal Monitor (RPM) K2 Security Screening Group	James Bennett
AC2024-06-09 Purchase of One (1) STS Diesel-Electric Container Handling Crane Liebherr-America, Inc., d/b/a Liebherr USA, Co., Maritime Cranes	James Bennett
VI. CEO Update	Eric Green
VII. Reports	
R2024-06-01 Engineering and Construction Update	James Bennett
R2024-06-02 Financial Highlights & Monthly Financials/Vital Statistics	Joey Greive
R2024-06-03 Commercial Highlights	Robert Peek

R2024-06-04 Public Safety Update by Nick Primrose | Info Only

VIII. Other Business | Chair Daniel Bean

Approval of Travel - Chair Daniel Bean recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the month of August 2024.

IX. Miscellaneous

A. Awards Committee Meeting Minutes - June 20, 2024
B. Emergency Purchases - None
C. Unbudgeted Transactions - None

X. Adjourn | Chair Daniel Bean

BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
May 28, 2024

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, May 28, 2024 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 9:00AM and welcomed all attendees. Board Member Tom Slater led the audience in the Pledge of Allegiance and a moment of silence.

Board Members Attending:

Mr. Daniel Bean, Chair
Ms. Wendy Hamilton, Vice Chair
Mr. Palmer Clarkson, Treasurer
Ms. Soo Gilvarry, Secretary
Mr. Ed Fleming, Member
Mr. Tom Slater, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Mr. Robert Peek, Chief Commercial Officer
Mr. James Bennett, Chief Operating Officer
Ms. Linda Williams, Chief Administrative Officer
Ms. Chelsea Kavanagh, Chief Communications Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Approval of Minutes

Chairman Bean called for approval of the March 25, 2024 Board of Directors meeting minutes and the April 25, 2024 Board of Directors Workshop meeting minutes. After a motion by Mr. Fleming and a second by Ms. Gilvarry, the Board unanimously approved all minutes as submitted.

Public Comments

Chairman Bean called for comments from the public. There were no public comments.

New Business

BD2024-05-01 Jacksonville Port Authority Participation in COJ Independent Agency Insurance Program

Mr. Nick Primrose presented this submission for Board approval of JAXPORT's continued participation in the City of Jacksonville's comprehensive insurance program for the budget year beginning October 1, 2024 and thereafter, and to reimburse the City of Jacksonville for JAXPORT's allocation of the 2024-2025 premium expense in the amount of $1,121,225 and authorize future premium payments so long as those premium payments are included in the annual budget for that year.

After a motion by Ms. Hamilton and a second by Ms. Gilvarry, the Board voted to approve this submission.

BD2024-05-02 Martin Marietta Materials, Inc.

Ms. Linda Williams presented this submission for Board approval of a new lease agreement with Martin Marietta Materials, Inc. commencing June 1, 2024 and terminating December 31, 2035 (11 years and 7 months).

After a motion by Mr. Clarkson and a second by Ms. Gilvarry, the Board voted to approve this submission.

BD2024-05-03 USACE MOA Amendment – Engineering/Testing/Permitting for Offshore Dredge Material Disposal

Mr. James Bennett presented this submission for Board approval to submit $835,000 to the USACE for material testing and Section 103 compliance approvals to allow JAXPORT to place the berth maintenance dredge material in the Ocean Dredge Material Site (ODMDS).

After a motion by Mr. Slater and a second by Mr. Fleming, the Board voted to approve this submission.

AC2024-0521-02 Annual Maintenance Dredging Services for JAXPORT Manson Construction Company

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 1 to Manson Construction Company in the amount of $9,959,297.00 for Annual Maintenance Dredging Services FY25, and to extend the renewal option to five years, and for further approval of adjusting the annual expenditure in accordance with the annual approved budgeted appropriations.

After a motion by Ms. Gilvarry and a second by Mr. Fleming, the Board voted to approve this submission.

AC2024-0521-01 Terminal Development for SET - CM at Risk GMP7 Packages, CO#14, JE Dunn Construction Company

Mr. James Bennett presented this submission for Board approval of the issuance of Project Continuation Order (CPO) No. 14 to JE Dunn Construction Company in the amount of $131,039 for Terminal Development at SET – CM at Risk GMP7, plus additional funds in the amount of $2,598,866 for necessary modifications related to unforeseen changes to previously bid packages, $3,000,000 for potential building modifications to address requirements by the tenants insurance provider, and $3,837,934 additional contingency to be used as necessary for project changes. The total contract cost to include Change Order Nos. 1 -14 will be $124,299,435.52.

After a motion by Mr. Fleming and a second by Mr. Clarkson, the Board voted to approve this submission.

CEO UPDATE

Mr. Green recognized Martin Marietta for their ongoing partnership. He stated that their recent renewal not only reaffirms JAXPORT's strong, collaborative relationship but also reinforces the port's shared long-term commitment to dry bulk, particularly aggregates, which are critical for road construction. Mr. Green stated that JAXPORT deeply values its partnership with Martin Marietta and looks forward to furthering shared goals and successes in the dry bulk and aggregates sectors.

Mr. Green stated that JAXPORT is proactively preparing to ensure readiness and resilience as hurricane season approaches. In mid-June, JAXPORT will host a summit with its partners in Puerto Rico to discuss strategies for storm readiness and business continuity. This summit will focus on safeguarding the port's operations and supporting our long-standing partnership with Puerto Rico, ensuring continuity and stability in business operations.

Mr. Green announced the findings of our latest economic impact report, revealing substantial growth in port operations and the cruise industry. Port operations now support over 207,000 jobs in Florida, marking a 50% increase compared to five years ago. This sector contributes an impressive $33 billion annually to the state's economy. He stated that the cruise industry has grown significantly, currently supporting 8,770 jobs and generating $211 million in annual economic impact.

Mr. Green shared that he and his team have commenced the port's strategic planning process, scheduled for completion by the fall. He also informed the Board that the team continues to make significant progress toward securing permanent terminal operators at Dames Point. Mr. Green expects to have additional updates as early as August.

Mr. Green highlighted the Procurement Team as the focus of this month's department spotlight and turned it over to CFO Joey Greive.

Mr. Greive emphasized the team's extensive experience in public procurement, underscoring their commitment to upholding the integrity of government procurement processes. Mr. Greive then introduced Ms. Retta Rogers, Director of Procurement, who provided insights into the team's mission and goals. Ms. Rogers articulated that the primary mission of the JAXPORT Procurement office is to facilitate cost-effective and efficient procurement of goods and services to benefit JAXPORT's operations.

Reports

R2024-05-01 Engineering and Construction Update

Mr. James Bennett provided an overview of the key capital and engineering projects.

R2024-05-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the month of April 2024 and provided an overview of the financials and vital statistics.

R2024-05-03 Commercial Highlights

Mr. Robert Peek provided commercial highlights to the Board for the month of May 2024.

R2024-05-04 Public Safety Update

Mr. Nick Primrose provided a Public Safety Report as info only.

Other Business

Before asking for a motion to approve travel, Chairman Bean announced that he would be personally funding his upcoming trip with the JAXPORT team to Puerto Rico. He stated that this decision is personal and does not establish a precedent for future board members' travel funding.

After a motion by Mr. Clarkson and a second by Ms. Hamilton, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of June/July 2024.

There being no further business of the Board, the meeting adjourned at 10:05AM.

BD2024-06-01

SUBMISSION FOR BOARD APPROVAL

SUBJECT: Proposed Operating and Capital Budget for FY2025

COST: $ NA **BUDGETED:** N/A

SOURCE OF FUNDS: NA

BACKGROUND:

The Jacksonville Port Authority (JAXPORT) is required by Section 5 of its Charter to prepare and submit its Annual Budget to the Council of the City of Jacksonville on or before July 1 for the ensuring fiscal year. Senior Management has reviewed the proposed Operating and Capital Budget for the Fiscal Year Ending of September 30, 2025. After Board approval, the proposed budget will be submitted to the Council of the City of Jacksonville in the format requested by the Council Auditors on July 1. It will be formally submitted to the Finance Committee of the City Council in late August and the full Council in late September.

RECOMMENDATION:

It is recommended that the Board approve the proposed FYE 2025 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Council of the City of Jacksonville.

ATTACHMENTS:

- Board Resolution
- FY 2025 Budget

BD2024-06-01

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Patrick Greive
Chief Financial Officer

Patrick Greive
Patrick Greive (Jun 17, 2024 10:03 EDT)
Signature

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Jun 17, 2024 10:46 EDT)
Signature

BOARD APPROVAL:

Meeting Date:

June 24, 2024

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy Hamilton, Vice Chair
on behalf of Soo Gilvarry, Secretary

Daniel K. Bean, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY APPROVING A PROPOSED OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025 DIRECTING THAT SUCH BUDGET BE SUBMITTED TO THE COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Port Authority (the Authority) has prepared a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2025 and,

WHEREAS, Section 5 of the Authority's Charter requires the Authority to prepare and submit its Budget to the Council of Jacksonville on or before July 1 for the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jacksonville Port Authority:

Section 1: The Authority hereby approves a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2025.

Section 2: Management is hereby authorized and directed to formally submit the proposed Operating and Capital Budget in the appropriate format to the Council of the City of Jacksonville on or before July 1, 2024.

Section 3: Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED 24th day of June 2024.

(Official Seal) JACKSONVLLE PORT AUTHORITY

ATTEST:

Wendy Hamilton, Vice Chair On behalf of Soo Gilvarry, Secretary	Daniel K. Bean, Chairman

JACKSONVILLE PORT AUTHORITY
ANALYSIS OF FY 2024/2025 OPERATING BUDGET

	2023/2024 ORIGINAL BUDGET	2023/2024 PROJECTED (per JPA)	**2024/2025 PROPOSED BUDGET**	% Increase (Decrease) of 2024/2025 JPA Budget Over 2023/2024 ORIGINAL		% Increase (Decrease) of 2024/2025 JPA Budget Over 2023/2024 PROJECTED	
OPERATING REVENUES							
Containers	$ 31,993,208	$ 31,339,440	**$ 32,954,363**	$ 961,155	3.00%	$ 1,614,923	5.15%
Autos	13,554,676	15,262,501	**15,476,916**	1,922,240	14.18%	214,415	1.40%
Military	700,000	1,624,781	**1,688,762**	988,762	141.25%	63,981	3.94%
Break Bulk	5,279,828	4,921,320	**4,646,851**	(632,977)	-11.99%	(274,469)	-5.58%
Liquid Bulk	1,569,850	1,264,602	**1,342,321**	(227,529)	-14.49%	77,719	6.15%
Dry Bulk	2,138,794	2,730,474	**3,219,539**	1,080,745	50.53%	489,065	17.91%
Cruise	5,322,401	6,029,923	**6,075,399**	752,998	14.15%	45,476	0.75%
Other Operating Revenues	3,091,503	4,335,937	**4,407,029**	1,315,526	42.55%	71,092	1.64%
TOTAL OPERATING REVENUES	$ 63,650,260	$ 67,508,978	**$ 69,811,180**	$ 6,160,920	9.68%	$ 2,302,202	3.41%
OPERATING EXPENDITURES							
Salaries	$ 16,339,955	$ 16,162,132	**$ 17,081,170**	$ 741,215	4.54%	$ 919,038	5.69%
Employee Benefits	7,382,251	7,355,070	**7,997,883**	615,632	8.34%	642,813	8.74%
Services & Supplies	6,846,177	6,366,825	**7,778,210**	932,033	13.61%	1,411,385	22.17%
Security Services	5,710,978	5,680,244	**6,783,467**	1,072,489	18.78%	1,103,223	19.42%
Business Travel	361,970	361,970	**478,404**	116,434	32.17%	116,434	32.17%
Business Training	321,241	321,241	**375,630**	54,389	16.93%	54,389	16.93%
Promotion, Advertising, Dues	774,293	698,264	**773,344**	(949)	-0.12%	75,080	10.75%
Utility Services	830,730	830,730	**1,062,915**	232,185	27.95%	232,185	27.95%
Repairs & Maintenance Projects	2,552,736	2,524,980	**2,779,298**	226,562	8.88%	254,318	10.07%
Crane Maintenance Pass Thru	(990,000)	(1,122,975)	**(825,000)**	165,000	-16.67%	297,975	-26.53%
Berth Maintenance Dredging	5,500,141	10,011,627	**10,391,297**	4,891,156	88.93%	379,670	3.79%
Miscellaneous	176,608	166,538	**194,704**	18,096	10.25%	28,166	16.91%
TOTAL OPERATING EXPENDITURES	$ 45,807,080	$ 49,356,646	**$ 54,871,322**	$ 9,064,242	19.79%	$ 5,514,676	11.17%
OPERATING INCOME	$ 17,843,180	$ 18,152,332	**$ 14,939,858**	$ (2,903,322)	-16.27%	$ (3,212,474)	-17.70%
NON-OPERATING REVENUES/(EXPENSES)							
Debt Service	$ (16,962,796)	$ (15,433,206)	**$ (16,984,896)**	$ (22,100)	0.13%	$ (1,551,690)	10.05%
Investment Income	1,296,397	2,750,000	**2,038,921**	742,524	57.28%	(711,079)	-25.86%
Shared Revenue from Primary Govt	10,056,438	10,056,438	**9,982,747**	(73,691)	-0.73%	(73,691)	-0.73%
Operating Grant	73,440	40,700	**237,500**	164,060	223.39%	196,800	483.54%
Trademark License Fee	-	-	**(2,747,132)**	(2,747,132)	N/A	(2,747,132)	N/A
LOC Advance	-	-	**2,747,132**	2,747,132	N/A	2,747,132	N/A
Other Revenue	8,500	3,000	**8,500**	-	0.00%	5,500	183.33%
Other Expense	(3,360)	(11,000)	**(3,360)**	-	0.00%	7,640	-69.45%
CONTRIBUTION AND CONTINGENCY	$ 12,311,799	$ 15,558,264	**$ 10,219,270**	$ (2,092,529)	-17.00%	$ (5,338,994)	-34.32%
TRANSFER TO OPERATING CAPITAL OUTLAY	$ (12,311,799)	$ (10,241,182)	**$ (10,219,270)**	2,092,529	-17.00%	21,912	-0.21%

Jacksonville Port Authority

FY 2024/2025 PROPOSED CAPITAL BUDGET

Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	PAYGO	FUNDS DESIGNATED FOR REINVESTMENT (ARPA and HD)	JPA Financing	Amount
Blount Island (BIMT)								
Berth 20 T-Berth Construction	37,500,000						24,500,000	**$ 62,000,000**
Auto Processing Facility Development (Construction)				56,000,000		6,000,000		**$ 62,000,000**
Container Terminal Upgrades		4,125,000		10,875,000				**$ 15,000,000**
JFRD New Facility		5,625,000	5,625,000					**$ 11,250,000**
Design Berth 30-32	1,125,000				375,000			**$ 1,500,000**
Gitmo Roof Buildout						1,500,000		**$ 1,500,000**
Equipment Shelter @ BIMT Maintenance Compound					1,200,000			**$ 1,200,000**
New RPM						1,200,000		**$ 1,200,000**
Berth 22 Breasting Dolphin (Construction)	750,000				250,000			**$ 1,000,000**
Construct Equipment Wash facility adjacent to Crane Watch Bldg					500,000			**$ 500,000**
New RORO entrance						500,000		**$ 500,000**
Watermain Permanent Relocation -- Dave Rawls/William Mills Intersection						450,000		**$ 450,000**
Dave Rawls SB left lane addtion					400,000			**$ 400,000**
Pond 8 Stormwater system upgrades w/ Smart Technology						250,000		**$ 250,000**
ACC Building Upgrades					245,000			**$ 245,000**
Railroad Crossing/Track/Ties Upgrades - Terminal Wide						239,000		**$ 239,000**
Tenant Asphalt Facility Rehab FY25					161,000			**$ 161,000**
Crane Rail Grout 100 - 200 linear feet per year						150,000		**$ 150,000**
Access Control Parking Expansion						100,000		**$ 100,000**
Repairs to the Security Plaza (structure, concrete, asphalt)						100,000		**$ 100,000**
Handrails @ Berth 20 & 22					75,000			**$ 75,000**
Fenders/rubbers at Berths 31 and 32					2,300	42,700		**$ 45,000**
Maintenance storage shed refurbish (roof, paint, fasteners, etc) (Building 60)					40,000			**$ 40,000**
Warehouse#1 Fire Suppression system Upgrades					35,000			**$ 35,000**
Replace/rebuild/Upgrade Backflow devices and meters at all BIMT wharfs					20,000			**$ 20,000**
16" Fire main gate valve on William Mills Blvd near JEA property						18,000		**$ 18,000**
Total Blount Island	39,375,000	9,750,000	5,625,000	66,875,000	3,303,300	10,549,700	24,500,000	**159,978,000**
Dames Point (DPMT)								
Cruise Terminal Upgrades						2,283,000		**$ 2,283,000**
Fenders/rubbers at Berths 16 and 17						150,000		**$ 150,000**
High Mast Light upgrades to LED (just materials)						122,000		**$ 122,000**
Tenant Asphalt Facility Rehab						100,000		**$ 100,000**
Reseal Pre-cast seams and windows at Admin Building						80,000		**$ 80,000**
CBP Cruise Terminal Upgrades (Network, Computer, Access Control Readers, Doorlock hardware)						60,000		**$ 60,000**
Tenant Lighting Upgrade						20,000		**$ 20,000**
Total Dames Point	-	-	-	-	-	2,815,000	-	**$ 2,815,000**

Jacksonville Port Authority

FY 2024/2025 PROPOSED CAPITAL BUDGET

Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	PAYGO	FUNDS DESIGNATED FOR REINVESTMENT (ARPA and HD)	JPA Financing	Amount
Talleyrand (TMT)								
TMT Upgrades	1,725,000			1,725,000				**$ 3,450,000**
TMT Rail Spur/extension	725,000				725,000			**$ 1,450,000**
TMT Pile, Cap and Beam Rehab (Cleaning, Design, Construction)	400,000				600,000			**$ 1,000,000**
Warehouse #1 Upgrades	305,000				305,000			**$ 610,000**
TMT Underdeck Repairs					500,000			**$ 500,000**
TMT Rail Crossing/Track Upgrades - Terminal wide	225,000				225,000			**$ 450,000**
TMT Berth Upgrades Berth 7 & 8 asphalt replacement / resurface (2" Thickness) 1700ft	225,000				225,000			**$ 450,000**
TMT Resurface Leased Areas	225,000				225,000			**$ 450,000**
Upgrade Fire System Water Tank (Breakbulk Warehouse)	175,000				175,000			**$ 350,000**
Storm drain upgrades - Inspect, desing and construct CMP's replacement					250,000			**$ 250,000**
TMT Berth Upgrades Berth 4 concrete apron to crane rail improvements	75,000				75,000			**$ 150,000**
Crane Rail Grout 100 - 200 linear feet per year					100,000			**$ 100,000**
Install Lean-to awning on eastside facility maint building for equipment storage					75,000			**$ 75,000**
Warehouse #9 Paint Exterior of metal building due to fading and to provide corrosion control						50,000		**$ 50,000**
11th St Marine Ops Upgrades					45,000			**$ 45,000**
Westcott Warehouse Upgrades					40,000			**$ 40,000**
TMT Equipment Washpad- paint the I-beams and purlins of the structure						20,000		**$ 20,000**
Paint striping (RR, Roadways and gate entrances)						20,000		**$ 20,000**
Total Talleyrand	4,080,000	-	-	1,725,000	3,565,000	90,000	-	**$ 9,460,000**
Crane and Crane Projects								
Purchase of 3rd New Crane	17,000,000							**$ 17,000,000**
Purchase of (2) New Cranes	15,000,000							**$ 15,000,000**
Hanjung Crane #8811 Upgrades	2,556,000							**$ 2,556,000**
Hanjung Crane #8810 Upgrades	2,497,000							**$ 2,497,000**
Hanjung Crane #8841 Upgrades	947,000					1,505,000		**$ 2,452,000**
ZPMC Crane #10776 Upgrades				517,000				**$ 517,000**
ZPMC Crane #10778 Upgrades				517,000				**$ 517,000**
Hanjung Crane #8844 Upgrades						340,000		**$ 340,000**
Paceco #103 Upgrades						175,000		**$ 175,000**
Paceco #104 Upgrades						175,000		**$ 175,000**
Paceco #107 Upgrades						175,000		**$ 175,000**
ZPMC Crane #10486 Upgrades						157,000		**$ 157,000**
Paceco #105 Upgrades						120,000		**$ 120,000**
Paceco #106 Upgrades						120,000		**$ 120,000**
ZPMC Crane #10777 Upgrades				97,000				**$ 97,000**
Impsa #7381 boom floodlight upgrade to LED						30,000		**$ 30,000**
ZPMC Crane #10487 Upgrades						22,500		**$ 22,500**
Total Crane and Crane Projects	38,000,000	-	-	1,131,000	-	2,819,500	-	**$ 41,950,500**

Jacksonville Port Authority

FY 2024/2025 PROPOSED CAPITAL BUDGET

Miscellaneous Projects

Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	PAYGO	FUNDS DESIGNATED FOR REINVESTMENT (ARPA and HD)	JPA Financing	Amount
Power Lines	16,159,790		9,109,790				17,950,000	**$ 43,219,580**
Misc Land Acquisition							15,000,000	**$ 15,000,000**
Jaxport PIDP Project		7,000,000		7,000,000				**$ 14,000,000**
PSPG Rd 22 Security Grant		637,500				212,500		**$ 850,000**
PSPG Rd 23 Security Grant		628,500				209,500		**$ 838,000**
Bartram Island DMMA Capacity Creation						500,000		**$ 500,000**
Capitalized Engineers					400,000			**$ 400,000**
PCOB Renovations						350,000		**$ 350,000**
FSTED 23 Security Grant	105,000					35,000		**$ 140,000**
PCOB Roof Upgrade						150,000		**$ 150,000**
FSTED 24 Security Grant	56,250					18,750		**$ 75,000**
FSTED 25 Security Grant	75,000					25,000		**$ 100,000**
PSPG Rd 24 Security Grant		75,000				25,000		**$ 100,000**
Buck Island Access Road Bridge (Design)						100,000		**$ 100,000**
Strategic Master Plan Update						100,000		**$ 100,000**
FSTED 22 Security Grant	37,500					12,500		**$ 50,000**
Buck Island Entrance Gate, Cameras, Access Control, Fence						40,000		**$ 40,000**
Total Miscellaneous	16,433,540	8,341,000	9,109,790	7,000,000	400,000	1,778,250	32,950,000	**$ 76,012,580**

Jacksonville Port Authority

FY 2024/2025 PROPOSED CAPITAL BUDGET

Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	PAYGO	FUNDS DESIGNATED FOR REINVESTMENT (ARPA and HD)	JPA Financing	Amount
OTHER CAPITAL								
BLOUNT ISLAND								
New Automatic Fuel Truck (Replacement-Life Cycle)					350,000			**$ 350,000**
New 12K LP Forklift Doosan (Replacement-Life Cycle)					75,000			**$ 75,000**
New 8K LP Forklift Doosan (Replacement-Life Cycle)					60,000			**$ 60,000**
Set of new reeving machines for cable jobs					50,000			**$ 50,000**
Switchgear Building Circuit Breaker - One each (two) for FY 25 and FY 26					40,000			**$ 40,000**
Purchase new light carts (replace existing) Life Cycle Light Carts (2 per year)					38,000			**$ 38,000**
BIMT Fender refurbish					35,000			**$ 35,000**
Valve exerciser (water/fire main valves) equipment for use at all terminals					19,000			**$ 19,000**
BIMT Gate Operator Replacements (1 per year through 2027)						10,000		**$ 10,000**
DAMES POINT								
Transient Voltage Surge Supressor Replacements					50,000			**$ 50,000**
Replace/rebuild Backflow devices and meters					35,000			**$ 35,000**
TALLEYRAND								
Refurbish two 1000KVA pad mount transformers					150,000			**$ 150,000**
Replacement / Upgrade of tow behind man-lift aerial platform					85,000			**$ 85,000**
Upgrade 5 Truck Scales					55,000			**$ 55,000**
Replace Pad mount 150KVA Transformer South Fire Pump (Due to age)						50,000		**$ 50,000**
Upgrade light fixtures on 27 high mast poles and upgrade to LED (In-house)					50,000			**$ 50,000**
Warehouse #1 Rollup Doors					50,000			**$ 50,000**
Replace one 12x12 roll up TMT facilities with steel curtain door					12,000			**$ 12,000**
PCOB/SOC/PORTWIDE MISC								
Harbor Deepening Monitoring Fees						2,500,000		**$ 2,500,000**
Maximo Upgrades (Including Barcoding)					440,000			**$ 440,000**
Vehicle Purchases for all Terminals					300,000			**$ 300,000**
PCOB Aqua Snap 130T HVAC Unit Replacement					200,000			**$ 200,000**
TWIC/MFA Authentication					200,000			**$ 200,000**
PCOB Cooling Tower					185,000			**$ 185,000**
Implement GIS Phase 1					150,000			**$ 150,000**
ADP Upgrade						150,000		**$ 150,000**
Portwide Conference Room Standardization						150,000		**$ 150,000**
PCOB Server Room AC Replacement						100,000		**$ 100,000**
Business Intelligence Solution						100,000		**$ 100,000**
IT Hardware/Software Upgrades					84,000			**$ 84,000**
Cybersecurity Software					75,000			**$ 75,000**
Core-Switch Upgrade					75,000			**$ 75,000**
PCOB 2nd FL AHU					11,970	53,030		**$ 65,000**
Rockwell Software Upgrade					50,000			**$ 50,000**
Fuel System Upgrade - Replace fuel master (TMT and BIMT) - Equipment, Software, Service					26,000			**$ 26,000**
Container Camera Pilot						10,000		**$ 10,000**
Total Other Capital	-	-	-	-	2,950,970	3,123,030	-	**6,074,000**
Total Capital Projects	$ 97,888,540	$18,091,000	$14,734,790	$ 76,731,000	$10,219,270	$ 21,175,480	$57,450,000	**$ 296,290,080**

BD2024-06-02

SUBMISSION FOR BOARD APPROVAL

SUBJECT: **Management Policy #6 Employment**

COST: NA **BUDGETED:** N/A

SOURCE OF FUNDS: N/A

BACKGROUND: The Board approves all Management Policies which are then implemented by staff at the Procedural level. The Employment Policy, adopted September 2003 and last revised August 2014, articulated the Authority's policy with regards to Employment of Relatives.

The policy stipulates that no member of the immediate family of a current employee can be hired or employed in any capacity within JAXPORT. The policy allows two employees who marry while employed at JAXPORT, to continue employment, but restricts them from reporting directly or indirectly to the same supervisor, or one another.

Due to the limited size of the JAXPORT employee base and the interconnectivity of departments, the current policy has the potential to create conflicts and negatively impact employee morale.

STATUS: Currently there are no employees married to each other working at JAXPORT.

RECOMMENDATION: Management recommends Management Policy #6 be amended as follows: No immediate family of a current employee can be hired or employed in any capacity within JAXPORT. If two employees marry, one will be required to terminate their employment with JAXPORT.

ATTACHMENT:

Management Policy #6 (redlined)

BD2024-06-02

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Linda Williams
Chief Administrative Officer

Linda Williams
Linda Williams (Jun 18, 2024 13:17 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Jun 18, 2024 13:58 EDT)

Signature and Date

BOARD APPROVAL:

June 24, 2024

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy Hamilton, Vice Chair
On behalf of Soo Gilvarry, Secretary

Daniel K. Bean, Chairman

MANAGEMENT POLICY

POLICY #:	**6**
TITLE:	**Employment**
RESPONSIBILITY:	**Director, Human Resources**
REVISION DATE:	**July 1, 2024**
REVIEW DATE:	**June 10, 2024**

JAXPORT * POLICIES *

CONTENTS:

PURPOSE:
The Board delegates to the Chief Executive Officer the responsibility for recruiting, selecting and employing qualified individuals to fill authorized positions on JAXPORT'S staff. The Jacksonville Port Authority (JAXPORT) will ensure employment is based on skills, knowledge and abilities and its employment practices are fair and in compliance with federal, state, city laws, ordinance and rules.

1. INTRODUCTORY STATUS

New employees will be required to serve a six-month introductory period. The purpose of the introductory period is to determine the individual's knowledge, skills, abilities and performance for the position in which he/she has been hired. If at any time during the introductory period the individual does not meet performance standards for continued employment, the employee may be terminated without recourse to appeal.

2. EMPLOYMENT OF RELATIVES

No member of the immediate family of a current employee can be hired or employed in any capacity within JAXPORT. If two employees marry, one will be required to terminate their employment with JAXPORT~~, they cannot report directly or indirectly to the same supervisor, nor can one report to the other.~~ Immediate family is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, stepfather, stepmother, stepsister, stepbrother, half-brother, half-sister or grandchildren. It may also include other close relatives who permanently reside with the employee.

2. POSTING OF OPEN POSITIONS

JAXPORT will provide current employees with the opportunity to apply for vacant positions by e-mail notifications. Positions at the Director and above levels may be appointed.

3. LAWS GOVERNING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

JAXPORT complies with all Federal, State and local laws that govern employees and applicants for employment. All applicants to and employees of JAXPORT are protected from discrimination and unfair treatment under Federal Regulations.

Effective Dates:
MD632 – Employment, 9/23/2003; 12/16/2009 – now known as Policy # 6. Rev: 8/25/14; 7/1/24

Eliminated Management Directives (consolidated into MD632) past effective dates:
MD109 - Introductory Employment Status, 8/26/2002
MD111 - Posting of Exempt (Salaried) Positions, 8/26/2002
MD113 – Employment Responsibilities, 8/26/2002 – partial statement in this policy.
MD130 - Laws Governing Authority Employees and Applicants for Employment, 8/26/2002
MD132 - Employment of Relatives, 8/26/2002

BD2024-06-03

SUBMISSION FOR BOARD APPROVAL

SUBJECT: FDOT Grant Agreement – JAXPORT Crane Modernization Program

COST: $23,000,000.00 (100%) State **BUDGETED:** Yes, FY25

SOURCE OF FUNDS: Florida Department of Transportation (FDOT); FM# 433289-3-94-01

BACKGROUND: This project includes the purchase of one (1) additional crane and modernization upgrades for up to eight (8) existing cranes that will increase their useful life expectancy. The modernization program will include installing upgraded parts and performing necessary repairs, ensuring continued operation in a cost-effective manner.

STATUS: Upon approval by JAXPORT's Board of Directors, the Engineering and Equipment Departments will refine the specification requirements for the new crane purchase. They will also finalize the specifications, timelines, and scope of services for the crane modernization program, enabling the Procurement Department to prepare solicitations.

RECOMMENDATION: It is recommended that the Jacksonville Port Authority Board of Directors adopt the attached resolution, authorizing the Chief Executive Officer or an authorized representative to execute and sign the necessary documents, including a Grant Agreement from FDOT, upon presentation.

ATTACHEMENTS:

- Board Resolution

BD2024-06-03

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:
Nick Primrose
Chief, Regulatory Compliance

Nicholas Primrose
Nicholas Primrose (Jun 18, 2024 10:20 EDT)
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Jun 18, 2024 14:37 EDT)
Signature and Date

BOARD APPROVAL:

June 24, 2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy Hamilton, Vice Chair on behalf of Soo Gilvarry, Secretary

Daniel K. Bean, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE JACKSONVILLE PORT AUTHORITY FOR STATE FUNDING IN FDOT FISCAL YEAR 2024/2025 FOR THE JAXPORT CRANE MODERNIZATION PROGRAM

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been appropriated Twenty-Three Million Dollars and Zero Cents ($23,000,000.00) in the FY 2024/2025 Florida Budget for the JAXPORT Crane Modernization Program, which includes the purchase of one crane and crane refurbishments on existing cranes; and

WHERAS, JAXPORT anticipates being presented with a Grant Agreement from the Florida Department of Transportation (FDOT) for the JAXPORT Crane Modernization Program: and

WHEREAS, JAXPORT and FDOT have agreed that FDOT will provide funds of 23,000,000.00 in FY 2024/2025 Florida Budget under Reimbursement Payment Provisions according to the terms and conditions of a Grant Agreement.

NOW THERE, BE IT RESOLVED by JAXPORT:

Section 1: JAXPORT confirms its desire to enter into a Grant Agreement with FDOT for the JAXPORT Crane Modernization Program, FM#433289-3-94-01.

Section 2: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign such documents as may be necessary, including any Grant Agreement and any Supplemental Grant Agreement(s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certification and all other documents as may be required to support this project.

Section 3: Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS 24th DAY OF JUNE 2024.

JACKSONVILLE PORT AUTHORITY

(Official Seal)

____
Daniel K. Bean, Chairman

ATTEST

____
Wendy Hamilton, Vice Chair, on behalf of
Soo Gilvarry, Secretary

BD2024-06-04

SUBMISSION FOR BOARD APPROVAL

SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE AND EASEMENT (FDEP Permit No. 16-282917-9)

COST: $0.00 (Renewal Fee) **BUDGETED:** N/A

SOURCE OF FUNDS: N/A

BACKGROUND: JAXPORT originally received a "CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT AND SOVERIGN SUBMERGED LANDS AUTHORIZATION NOTICE OF PERMIT ISSUANCE" for Berth 20 in 1996 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") authorization for the construction of Berth 20. No Sovereignty Submerged Land Lease or Land Easement was issued by FDEP.

The expansion of Berth 20 requires a permit modification. During the permitting process, FDEP concluded that a SSLL and a SSLE would be required since they no longer use the previous method for approvals.

JAXPORT provided all the supporting documents to FDEP to include the legal descriptions and sketches for both the SSLL and SSLE. These documents have been submitted to the Board of Trustees of the Internal Improvement Trust Fund and have been approved. The necessary final documents are being prepared by FDEP in Tallahassee and will be returned to JAXPORT for signature.

STATUS: The standard template documents for a SSLE and a SSLL are attached for review. These are standard documents used for all SSLE and SSLL at JAXPORT terminals.

RECOMMENDATION: Recommendation is hereby made for the Board to approve the Sovereignty Submerged Land Lease and Sovereignty Submerged Land Easement and that the Board authorize the Chief Executive Officer, or his designee, to execute all documents necessary once provided by FDEP.

ATTACHMENTS:
Location Map showing location of SSLL and SSLE.
Standard Template document for SSLL and SSLE with Board of Trustees of Internal Improvement Trust Fund of the State of Florida, which includes the property description and sketch.
Documents submitted showing sketch and legal descriptions.

BD2024-06-04

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James G. Bennett, PE
Chief Operating Officer

James G. Bennett, PE
James G. Bennett, PE (Jun 18, 2024 10:13 EDT)
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Jun 18, 2024 14:00 EDT)
Signature and Date

BOARD APPROVAL:

June 24, 2024

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy Hamilton, Vice Chair
On behalf of Soo Gilvarry, Secretary

Daniel K. Bean, Chairman

This Instrument Prepared By:
${assigned}
Action No. **${actionId}**
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT
SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL/AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP/AND MODIFICATION INCREASE SQUARE FOOTAGE/AND MODIFICATION TO REDUCE SQUARE FOOTAGE/AND MODIFICATION TO EXTEND TERM/AND MODIFICATION TO CHANGE DESCRIPTION OF USE

EASEMENT NO. **${associatedNumber}**
BOT FILE NO. **${instrumentNumber}**
PA NO. **${permitNumber}**

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to **${granteeLessee}**, (add a Florida corporation, etc. if needed), hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

> A parcel of sovereignty submerged land in Section(s) **${section}**, Township **${township}**, Range **${range}**, in **${waterbodies}**, **${county}** County, Florida, containing **${totalRateSqFoot}** square feet, more or less, as is more particularly described and shown on Attachment A, dated xx/xx/xxxx.

TO HAVE THE USE OF the hereinabove described premises for a period of **${term}** years from ______________________, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

~OR~

TO HAVE THE USE OF the hereinabove described premises from ___________________, the effective date of this (renewal/modified) easement, through ____________________, the expiration date of this (renewal/modified) easement. The terms and conditions on and for which this easement is granted are as follows:

[2-digit type code/activity code]

1. USE OF PROPERTY: The above described parcel of land shall be used solely for _____________ and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit ~OR~ XX Water Management District Environmental Resource Permit No. **${permitNumber}**, dated **${permitDate}**, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement, which do not arise out of or result from the negligent acts of omissions of Grantor.

Alternate paragraph 8 for Government entities:
LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

${billingcontactname}

${billingcontactaddress}
${billingcontactcity}, ${billingcontactstate} ${billingcontactzip}

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

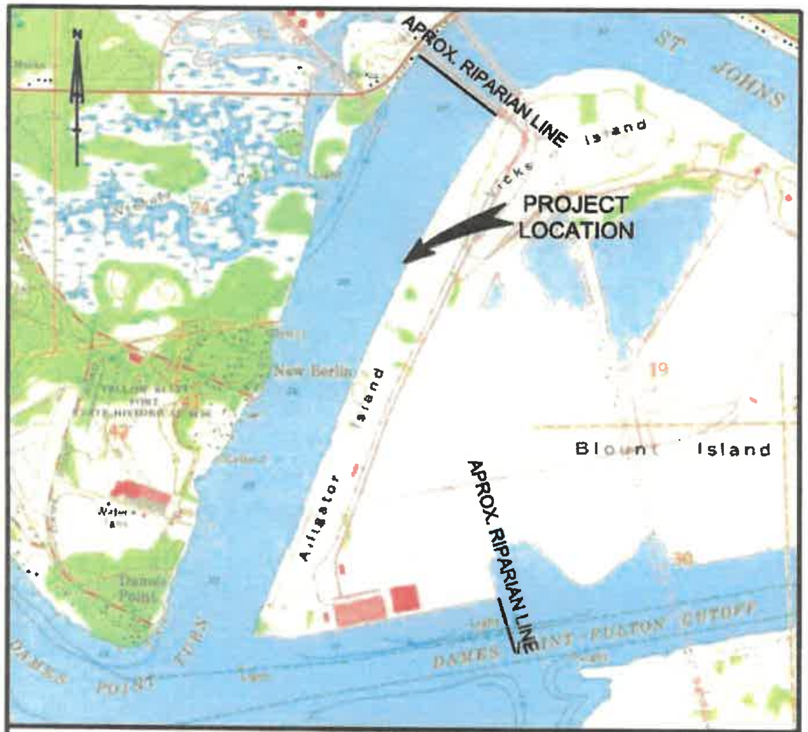
Add Paragraph 18 if the easement is for a breakwater/jetty

18. ACCRETION INTEREST: In further consideration of the issuance of this easement by Grantor, Grantee expressly waives any right, title or interest in and to any accretions or additions to Grantee's shoreline resulting from any activity approved herein.

[*Remainder of page intentionally left blank; Signature page follows*]

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS EASEMENT OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



USGS QUAD | VICINITY MAP | EASTPORT, FL

NOT TO SCALE | # 345932

LEGEND

O.R.V.	OFFICIAL RECORDS VOLUME
PG.	PAGE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
MHWL	MEAN HIGH WATER LINE
[10.5']	TIE TO EASEMENT AREA

SURVEY NOTES

1. THIS MAP REPRESENTS A FIELD SURVEY DATED JULY 13, 2022.
2. BEARINGS SHOWN HERON ARE BASED ON THE NORTH WESTERLY BULKHEAD LINE OF BLOUNT ISLAND S20°15'39"W AS IN ESTABLISHED BULKHEAD LINES PLAT BOOK 1,PAGE32, DUVAL COUNTY, FLORIDA.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
4. A TITLE COMMITMENT HAS NOT BEEN PROVIDED FOR THIS SURVEY.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THERE IS NO SHORELINE IN THE EASEMENT AREA.
7. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).
8. THE MEAN HIGH WATER LINE IS LOCATED AS INSTRUCTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, LABINS.ORG, AT ELEVATION 1 .19' NAVD 1988 FOR INTERPOLATION TIDE POINT (TIP) No. 6023.

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 2 & 3.

CERTIFIED TO

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
JACKSONVILLE PORT AUTHORITY

Richard J Sawyer, PSM

Digitally signed by Richard J Sawyer, PSM
Date: 2023.07.18 11:50:04 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

RICHARD J. SAWYER CERTIFICATE No. 6131 STATE OF FLORIDA REGISTERED LAND SURVEYOR

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 20 - SOVEREIGN SUBMERGED LANDS EASEMENT

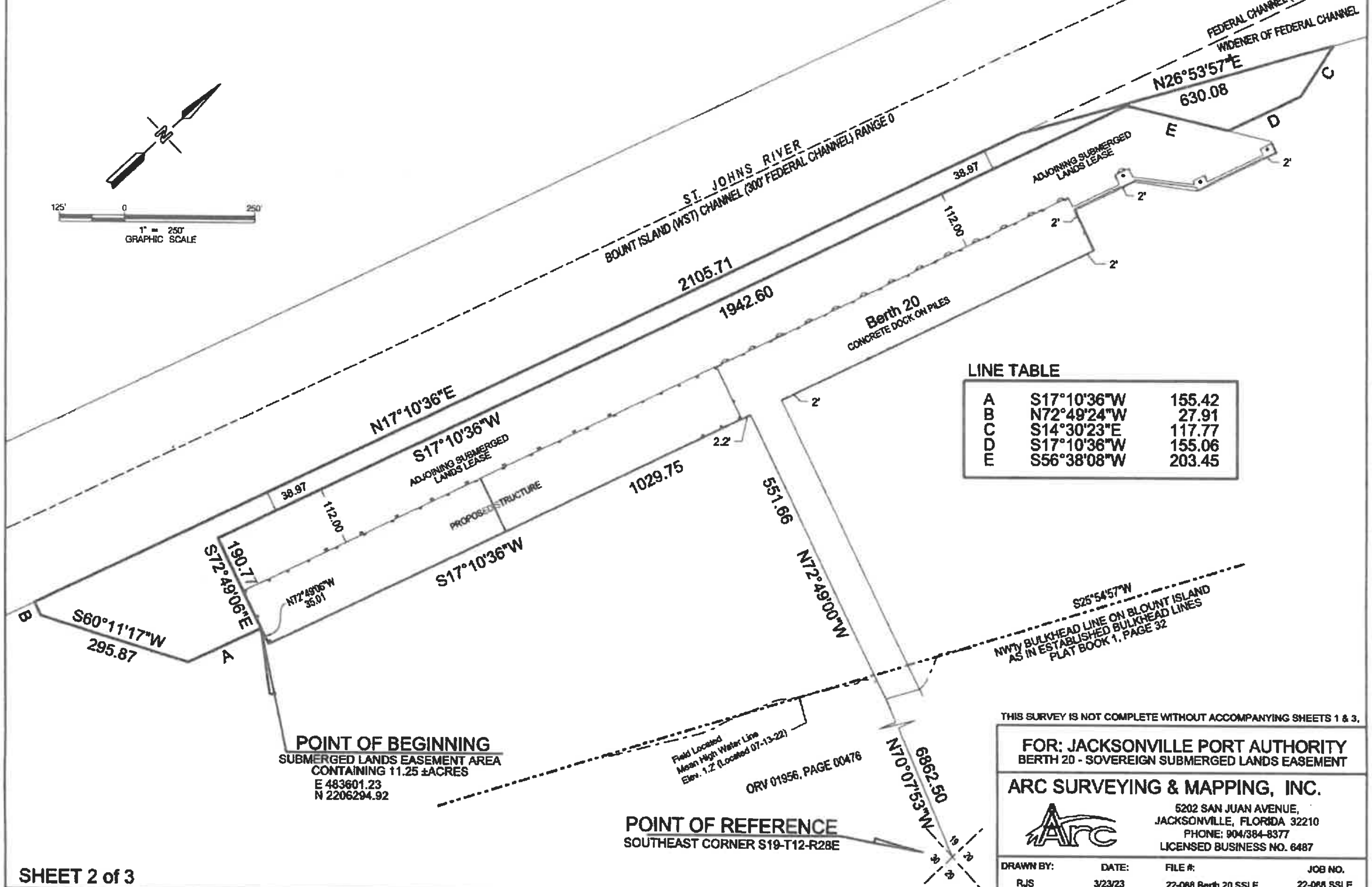
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	3/23/23	22-088 Berth 20 SSLE	21-088 SSLE

SHEET 1 of 3

MAP SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS EASEMENT OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



LINE TABLE

A	S17°10'36"W	155.42
B	N72°49'24"W	27.91
C	S14°30'23"E	117.77
D	S17°10'36"W	155.06
E	S56°38'08"W	203.45

POINT OF BEGINNING
SUBMERGED LANDS EASEMENT AREA
CONTAINING 11.25 ±ACRES
E 483601.23
N 2206294.92

POINT OF REFERENCE
SOUTHEAST CORNER S19-T12-R28E

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1 & 3.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 20 - SOVEREIGN SUBMERGED LANDS EASEMENT

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	3/23/23	22-068 Berth 20 SSLE	22-068 SSLE

SHEET 2 of 3

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS EASEMENT OF THE STATE OF FLORIDA LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER, UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA

A PARCEL OF SUBMERGED LANDS LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER, LOCATED IN UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FOR A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY AND PROCEED NORTH 70°07'53" WEST, A DISTANCE OF 6,862.50 FEET, TO A POINT LOCATED ON THE NORTHWESTERLY BULKHEAD LINE OF BLOUNT ISLAND, AS RECORDED IN ESTABLISHED BULKHEAD LINES, PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID SOUTH LINE OF THE EXISTING CONCRETE DECK OF BERTH 20, NORTH 72°49'00" WEST A DISTANCE OF 551.66 FEET; THENCE DEPARTING THE SAID SOUTH LINE OF THE EXISTING CONCRETE DOCK OF BERTH 20, SOUTH 17°10'36" WEST A DISTANCE OF 1029.75; THENCE NORTH 72°49'06" WEST A DISTANCE OF 35.01 FEET AND THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING, PROCEED SOUTH 17°10'36" WEST, A DISTANCE OF 155.42; THENCE SOUTH 60°11'17" WEST, A DISTANCE OF 295.87 FEET; THENCE NORTH 72°49'24" WEST A DISTANCE OF 27.91 FEET TO A POINT THAT INTERSECTS THE EASTERLY LINE OF THE FEDERAL CHANNEL OF THE ST. JOHNS RIVER, ALSO BEING THE BLOUNT ISLAND (WEST) CHANNEL OF SAID ST. JOHNS RIVER; THENCE ALONG THE SAID EASTERLY LINE OF THE FEDERAL CHANNEL OF THE ST. JOHNS RIVER NORTH 17°10'36" EAST A DISTANCE OF 2105.71; THENCE CONTINUE ALONG THE SAID EASTERLY LINE OF THE BLOUNT ISLAND FEDERAL CHANNEL NORTH 26°53'57" EAST A DISTANCE OF 630.08 FEET; THENCE DEPARTING SAID EASTERLY LINE OF THE FEDERAL CHANNEL SOUTH 14°30'23" EAST A DISTANCE OF 117.77 FEET; THENCE SOUTH 17°10'36" WEST A DISTANCE OF 155.06 FEET AND THE INTERSECTION OF THE ADJOINING BERTH 20 SUBMERGED LANDS LEASE; THENCE SOUTH 56°38'08" WEST A DISTIANCE OF 203.45 FEET; THENCE SOUTH 17°10'36" WEST A DISTANCE OF 1942.60 FEET; THENCE SOUTH 72°49'06" EAST A DISTANCE OF 190.77 FEET AND POINT OF BEGINNING. CONTAINING 3.73 ACRES (162,366 SQUARE FEET), MORE OF LESS.

BSM REVIEWED
By SEW Date 7/20/23

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 2 & 3.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 20 - SOVEREIGN SUBMERGED LANDS EASEMENT

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	3/23/23	22-088 Berth 20 SSLE	21-088 SSLE

SHEET 3 of 3

This Instrument Prepared By:
${assigned}
Action No. **${actionId}**
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE
RENEWAL/AND MODIFICATION TO REFLECT CHANGE IN UPLAND OWNERSHIP/AND MODIFICATION INCREASE SQUARE FOOTAGE/AND MODIFICATION TO REDUCE SQUARE FOOTAGE/AND MODIFICATION TO EXTEND TERM/AND MODIFICATION TO CHANGE DESCRIPTION OF USE

BOT FILE NO. **${instrumentNumber}**
PA NO. **${permitNumber}**

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to **${granteeLessee}**, (add a Florida corporation, etc.), hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Section(s) **${section}**,
> Township **${township}**, Range **${range}**, in **${waterbodies}**,
> **${county}** County, Florida, containing **${totalRateSqFoot}** square feet, more or less,
> as is more particularly described and shown on Attachment A,
> dated xx/xx/xxxx.

TO HAVE THE USE OF the hereinabove described premises for a period of **${term}** from ______________________, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

~OR~

TO HAVE THE USE OF the hereinabove described premises from __________________, the effective date of this lease (renewal/modification), through ___________________, the expiration date of this lease (renewal/modification). The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a XX-slip public/private docking facility/pier/ramp/marina to be used exclusively for mooring of recreational/commercial vessels in conjunction with an upland

[2-digit type code/activity code]

(use of uplands), (with/without) fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and (with/without) liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection ~OR~ XX Water Management District Environmental Resource Permit No. **${permitNumber}**, dated **${permitDate}**, incorporated herein and made a part of this lease by reference. *The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal *(remove the previous two sentences if the structures are existing)*. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of $____, XXand 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

EXTENDED TERM FEE PARAGRAPH #2

The Lessee hereby agrees to pay to the Lessor the sum of $_____, as compensation for the annual extended term fee, and an initial annual lease fee, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to the provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees including the annual extended term fee due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this *(*remove reference to permit if not in paragraph 1)*. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land

shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

${billingcontactname}
${billingcontactaddress}
${billingcontactcity} , ${billingcontactstate} ${billingcontactzip}

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities *(include the following if dining activities are allowed)* except as authorized in this lease and conditioned by Special Lease Condition No. ___, are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

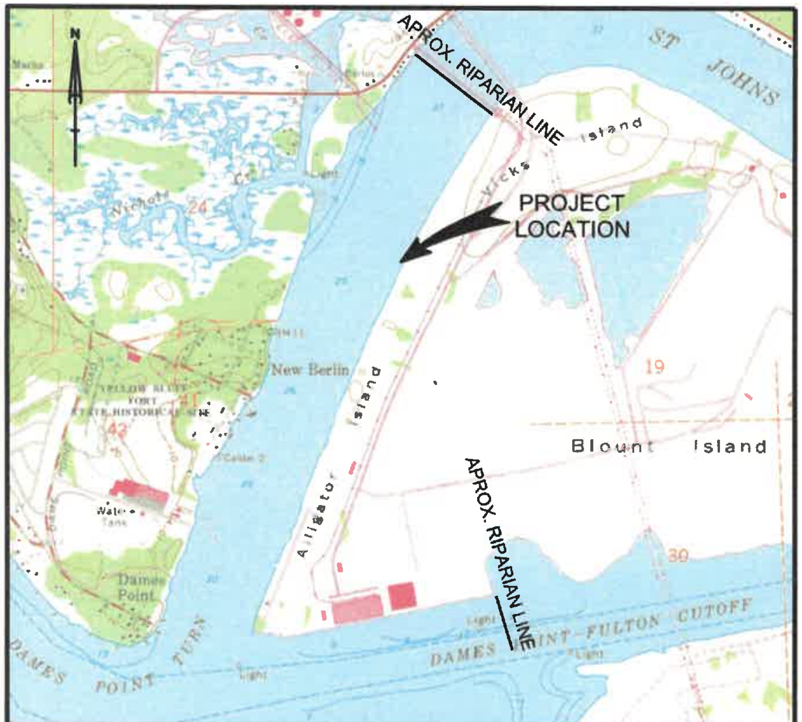
28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. SPECIAL LEASE CONDITION(S): ${specialconditions}

[*Remainder of page intentionally left blank; Signature page follows*]

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



USGS QUAD — VICINITY MAP — NOT TO SCALE — EASTPORT, FL # 345932

LEGEND

O.R.V.	OFFICIAL RECORDS VOLUME
PG.	PAGE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
MHWL	MEAN HIGH WATER LINE
[10.5']	TIE TO LEASE AREA

SURVEY NOTES

1. THIS MAP REPRESENTS A FIELD SURVEY DATED JULY 13 2022.
2. BEARINGS SHOWN HERON ARE BASED ON THE NORTH WESTERLY BULKHEAD LINE OF BLOUNT ISLAND S20°15'39"W AS IN ESTABLISHED BULKHEAD LINES PLAT BOOK 1,PAGE32, DUVAL COUNTY, FLORIDA.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
4. A TITLE COMMITMENT HAS NOT BEEN PROVIDED FOR THIS SURVEY.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).
7. THE MEAN HIGH WATER LINE IS LOCATED AS INSTRUCTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, LABINS.ORG, AT ELEVATION 1 .20' NAVD 1988 FOR INTERPOLATION TIDE POINT (TIP) No. 6023.

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 2 & 3.

CERTIFIED TO

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
JACKSONVILLE PORT AUTHORITY

Richard J Sawyer, PSM — Digitally signed by Richard J Sawyer, PSM Date: 2023.07.20 08:28:38 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

RICHARD J. SAWYER — CERTIFICATE No. 6131 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 20 - SOVEREIGN SUBMERGED LANDS LEASE

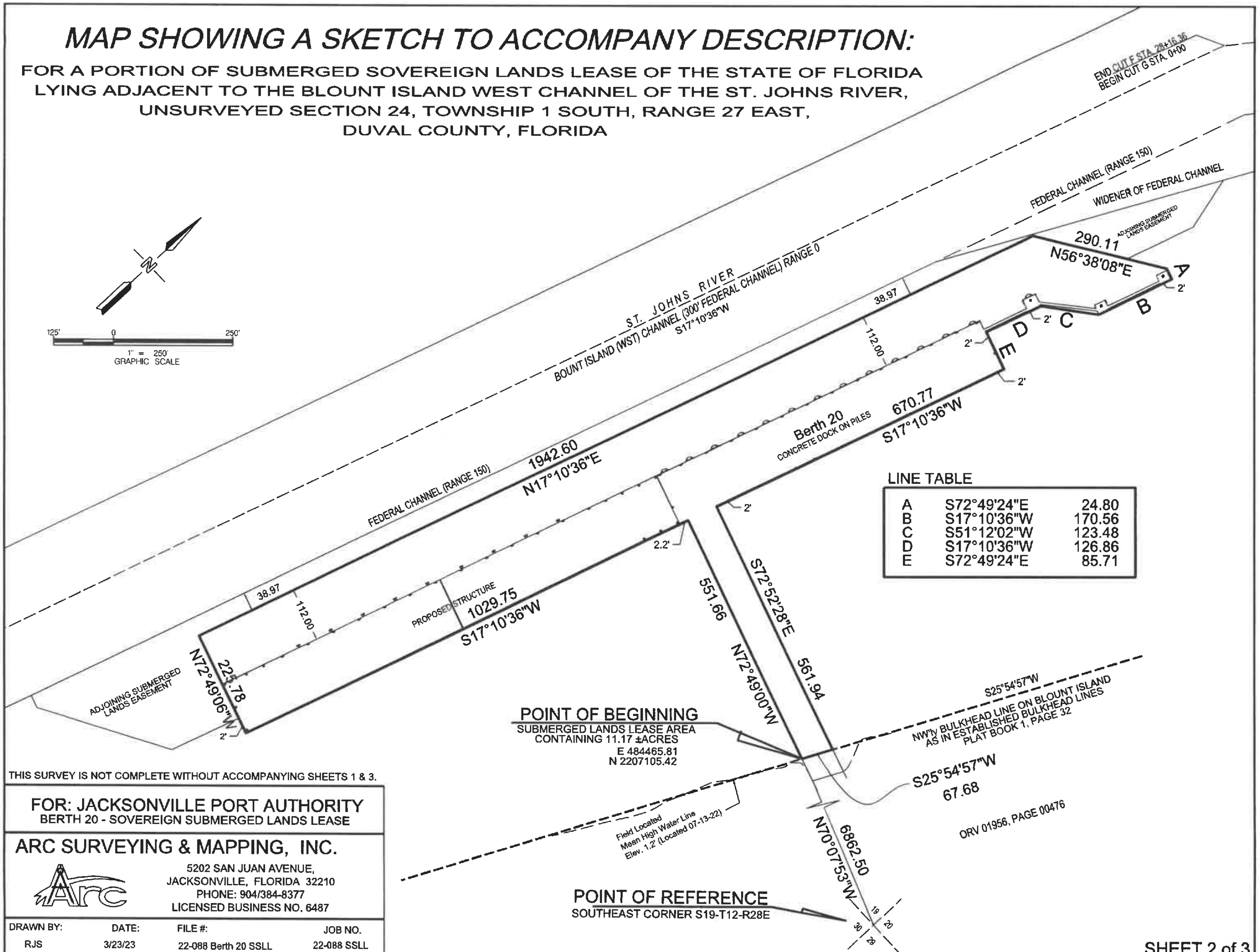
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	3/23/23	22-088 Berth 20 SSLL	21-088 SSLL

SHEET 1 of 3

MAP SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



LINE TABLE

A	S72°49'24"E	24.80
B	S17°10'36"W	170.56
C	S51°12'02"W	123.48
D	S17°10'36"W	126.86
E	S72°49'24"E	85.71

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1 & 3.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 20 - SOVEREIGN SUBMERGED LANDS LEASE

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	3/23/23	22-088 Berth 20 SSLL	22-088 SSLL

SHEET 2 of 3

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA

A PARCEL OF SUBMERGED LANDS LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER, LOCATED IN UNSURVEYED SECTION 24, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FOR A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY AND PROCEED NORTH 70°07'53" WEST, A DISTANCE OF 6862.50 FEET, TO A POINT LOCATED ON THE NORTHWESTERLY BULKHEAD LINE OF BLOUNT ISLAND, AS RECORDED IN ESTABLISHED BULKHEAD LINES, PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING CONTINUE ALONG SAID SOUTH LINE OF THE OF THE EXISTING CONCRETE DECK OF BERTH 20, NORTH 72°49'00" WEST A DISTANCE OF 551.66 FEET; THENCE DEPARTING SAID SOUTH LINE OF EXISTING CONCRETE DECK OF BERTH 20, SOUTH 17°10'36"" WEST A DISTANCE OF 1029.75 FEET; THENCE NORTH 72°49'06" WEST A DISTANCE OF 225.78 FEET; THENCE NORTH 17°10'36" EAST, A DISTANCE OF 1942.60 FEET; THENCE NORTH 56°38'08" EAST, A DISTANCE OF 290.11 FEET; THENCE SOUTH 72°49'24"" EAST A DISTANCE OF 24.80 FEET ; THENCE SOUTH 17°10'36" WEST A DISTANCE OF 170.56 FEET; THENCE SOUTH 51°12'02" WEST A DISTANCE OF 123.48 FEET; THENCE SOUTH 17°10'36" WEST A DISTANCE OF 126.86 FEET; THENCE SOUTH 72°49'24" EAST A DISTANCE 85.71 FEET; THENCE SOUTH 17°10'36" WEST A DISTANCE OF 670.77 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE EXISTING CONCRETE DECK OF BERTH 20; THENCE ALONG SAID NORTH LINE, SOUTH 72°52'28" EAST A DISTANCE 561.94 FEET TO THE INTERSECTION OF AFOREMENTIONED NORTHWESTERLY BULKHEAD LINE OF BLOUNT ISLAND; THENCE CONTINUE ALONG SAID NORTHWESTERLY BULKHEAD LINE OF BLOUNT ISLAND SOUTH 25°54'57" WEST A DISTANCE OF 67.68 FEET AND THE POINT OF BEGINNING. CONTAINING 11.17 ACRES (486,667.94 SQUARE FEET), MORE OF LESS.

BSM REVIEWED
By SEW Date 7/20/23

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 2 & 3.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 20 - SOVEREIGN SUBMERGED LANDS LEASE

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	3/23/23	22-088 Berth 20 SSLL	21-088 SSLL

SHEET 3 of 3

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC-2024-06-06		06/20/2024
Reference No.	File	Date

SUBJECT BIMT Additional Radiation Portal Monitor (RPM)
JPA Project No.: B2024.09 JPA Contract No.: MC-1976 (Single Source)
K2 Security Screening Group

COST: $497,335.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This procurement is for an additional Radiation Portal Monitor (RPM) for Blount Island Marine Terminal. The project includes engineering, design/CAD support and project management, to be followed by construction and commissioning, anticipated to be completed in August/September 2024. All engineering, design, construction, installation, commissioning and site construction management for this project will be performed concurrently with the Department of Homeland Security (DHS) Countering Weapons of Mass Destruction Office (CWMD) sponsored 1st & 2nd RPM project. This project is part of DHS, CWMD's efforts to deploy the technology necessary to detect and prevent nuclear and radiological material or devices from entering the United States. The RPMs at all three JAXPORT terminals are part of the overall replacement project.

EXPENSE CATEGORY:

☐Renewal of existing services
☒Replacement (end of life) or upgrade of equipment
☐Related to new opportunity
☐Related to or part of CapEx strategy

This is a budgeted capital item for FY24 and will be funded with 100% JPA Funds.

FINANCIAL:

Available Budget:	$ 500,000
Proposed Expense:	$ 497,335
Remaining Balance:	$ 2,665

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to K2 Security Screening Group in the amount of $497,355 for the design and installation of an additional Radiation Portal Monitor (RPM) at Blount Island Marine Terminal.

AC-2024-06-06

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: K2 Security Screening Group proposal dated 05/24/2024.

ORIGINATED BY:	**SUBMITTED FOR APPROVAL**
Kelsey Cox Kelsey Cox (Jun 20, 2024 16:43 EDT) **Kelsey Cox, Sr. Director, Engineering & Construction**	Retta Rogers Retta Rogers (Jun 20, 2024 17:27 EDT) **Retta Rogers, Director, Procurement Services**

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Jun 21, 2024 07:20 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Jun 21, 2024 07:45 EDT)
Robert Peek, Chair to Awards Committee

EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 21, 2024 07:55 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

____________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

____________________ **Board Chairman** ____________________ **Board Secretary**

Confidence, secured.

Blount Island Marine Terminal RPM 3rd Lane

Date: May 31, 2024

Sent to:

James Bennett

Chief Operating Officer

Jacksonville Port Authority

Submitted By:

Kathy Yurkunas, President

kyurkunas@k2consulting.com

301.661.2427

REV #	DATE	DESCRIPTION
0	05/31/24	Baseline Proposal –Design Pricing
1	06/18/24	ROM Estimate: Construction

4330 East-West Highway Suite 320 Bethesda, MD 20814
T: 301.656.2228 F: 301.656.0229
www.k2consulting.com

June 18, 2024
James Bennett, Chief Operating Officer Jacksonville Port Authority
2831 Tallyrand Ave, Jacksonville, FL 32206

Dear Mr. Bennett,

On May 31, 2024, the K2 Security Screening Group submitted our price proposal for the Design of the Blount Island Marine Terminal (BIMT) Radiation Portal Monitor (RPM) 3rd Lane Project.

As promised, we are now pleased to also submit our Rough Order of Magnitude (ROM) estimate for the construction and commissioning of this same 3rd RPM Lane, to be conducted concurrent with the existing DHS sponsored two-lane project.

With the K2 team's extensive expertise in procurement, management, and installation of Transportation Security Equipment for TSA, and our experience with the RPM Program supporting CBP, we're confident that K2 now offers the best choice and value for JAXPORT.

K2 is currently supporting a five-year indefinite-delivery, indefinite-quantity (IDIQ) contract with a ceiling value of approximately $253 million through the Department of Homeland Security (DHS) Countering Weapons of Mass Destruction Office (CWMD) to deploy the technology necessary to detect and prevent nuclear and radiological material or devices from entering the United States.

K2 is eager to further discuss how our transparent approach and collaborative expertise can align seamlessly with JAXPORT goals. Thank you for considering K2 for this important project.

For further information, please reach out to:

Kathy Yurkunas, President – K2 SSG | kyurkunas@k2consulting.com
Mitch Merriam, Vice President – K2 SSG | mmerriam@k2consulting.com

PRICING

DESIGN		
DESCRIPTION		**TOTAL PRICE**
Engineering	$	33,763.55
Designer / CAD Support	$	22,636.06
Project Management	$	6,485.30
Total	$	62,884.92

CONSTRUCTION / COMMISSIONING		
DESCRIPTION		**TOTAL PRICE**
Project Management / Commissioning support	$	24,875.00
Ancillary Equipment	$	118,650.00
Demolition / Replace Concrete	$	139,575.00
Installation of New Equipment	$	75,200.00
Electrical, Communication, Controls, Panels, etc	$	76,150.00
Total Construction & Commissioning	$	**434,450.00**
Total Project Estimate	$	**497,334.92**

Confidence, secured.

Blount Island Marine Terminal RPM 3rd Lane

Date: May 31, 2024

Sent to:

James Bennett

Chief Operating Officer

Jacksonville Port Authority

Submitted By:

Kathy Yurkunas, President

kyurkunas@k2consulting.com

301.661.2427

REV #	DATE	DESCRIPTION
0	05/31/24	Baseline Proposal

K2

4330 East-West Highway Suite 320 Bethesda, MD 20814

T: 301.656.2228 F: 301.656.0229

www.k2consulting.com

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SECURITY SCREENING GROUP
Confidence Secured

May 24, 2024

James Bennett, Chief Operating Officer
Jacksonville Port Authority
2831 Tallyrand Ave, Jacksonville, FL 32206

Dear Mr. Bennett,

K2 Security Screening Group is pleased to submit our proposal for the Blount Island Marine Terminal (BIMT) Radiation Portal Monitor (RPM) 3rd Lane Project. The following proposal outlines the 3rd lane design and RPM deployment concurrent with the existing CWMD sponsored two lane projects.

This initial proposal pricing shows a break-out for design. A construction and commissioning pricing addendum will follow shortly after we are confident that our construction company has offered the best value for JAXPORT.

With the K2 team's expertise in procurement, management, and installation of TSE, and our experience with the RPM Program (RPMP), we're confident that this work will align seamlessly with the concurrent work on the two adjacent lanes.

K2 is currently supporting a five-year indefinite-delivery, indefinite-quantity (IDIQ) contract with a ceiling value of approximately $253 million through the Department of Homeland Security (DHS) Countering Weapons of Mass Destruction Office (CWMD) to deploy the technology necessary to detect and prevent nuclear and radiological material or devices from entering the United States.

K2 is eager to further discuss how our transparent approach and collaborative expertise can align seamlessly with JAXPORT goals. Thank you for considering K2 for this important project of enhancing the security and efficiency at BIMT.

For further information, please reach out to:

Kathy Yurkunas, President – K2 SSG | kyurkunas@k2consulting.com

Mitch Merriam, Vice President – K2 SSG | mmerriam@k2consulting.com

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Table of Contents

SECURITY SCREENING GROUP
Confidence Secured

1. K2 SECURITY SCREENING GROUP (K2) - Introduction

K2 Security Screening Group (K2) is a division of K2 Construction Consultants, a Maryland Small Business incorporated in 1990 and headquartered in Bethesda, MD. K2 has provided over thirty-three (33.5) years of quality services to our customers and has grown to approximately seventy (~70) employees. K2 Security Screening Group primarily operates within the aviation, maritime, and land transportation sectors, specializing in security screening services.

K2 leverages the expertise of our two sister divisions, K2 Government Operating Solutions (GOS) and K2 Critical Path Controls (CPC) to enhance our passenger screening offerings and provide added value for our customers. GOS/CPC specialize in project management and controls, solutions integration, scheduling, cost estimating, expert reports, and forensic claims management tailored to the construction industry. With 30 years of leadership experience across all divisions, K2 ensures our customers benefit from expert project/program controls.

Having RPM drawings reviewed by a non-federal entity, such as K2, substantially reduces project risk by identifying missing pages and inadequate or incomplete designs ensuring a full understanding of scope with all parties involved, minimizing change orders, reducing delays and "risk cost" buried in firm fixed price bids and/or hourly rates.

High Confidence Rating

"The Government has high confidence that the [K2] can perform the work per the SOW for RPM Site Design, Equipment Installation, and Construction based on their experience with little to no guidance from the Government. Normal contractor effort and minimal Government monitoring; will likely be able to overcome any difficulties."

"After careful consideration, we determined that [K2's] proposal represented the best value to the Government." (March 2022)

- CWMD RPMP Contracting Officer, DHS Office of Procurement Operations, CWMD Acquisition Division

K2's Borders and Maritime Security division services the prime contract for the Department of Homeland Security (DHS), Counter Weapons of Mass Destruction (CWMD), Radiation Portal Monitor Program (RPMP) which provides design, review, deployment, and commissioning of RPMs. K2 has brought our successful Integration Services to meet the needs of the CWMD and U.S. Customs and Border Protection (CBP).

K2 is the ***only commercial firm approved by CWMD*** for the review of RPM designs.

Prior to the RPMP contract, the only source for these services were National Labs, whose primary and vital function is R&D. CWMD has now validated that a private sector capability exists in K2, a professional program management, construction / design consulting firm with a specialty in existing and emerging security screening technology and testing.

K2 can fulfill the design and construction specifications which are outlined by JAXPORT. K2 is well-versed in the CBP Project Requirements Understanding/Acknowledgment (PRUA) and CBP's design standards and is qualified to serve as the systems integrator for JAXPORT's Radiation Detection Equipment (RDE) / Non-Intrusive Inspection (NII) technology design and construction. K2's expert design input services are able to help create CBP-compliant, fully finalized design and construction plans. These plans, meeting CBP minimum requirements for Seaport Cargo Container operations, will be seamlessly integrated into the final plans and permits for construction, in coordination with the ongoing DHS-CWMD funded two lane RPM project.

2. K2 SECURITY SCREENING GROUP - Capabilities

> "Since 2009, K2 has provided efficient and effective program management support, which is critical to mission success and especially notable given that [the TSA] is such a very dynamic environment."
> - Anthony Tsantrizos, Management and Program Analysis, TSA

K2 has proven experience in design, construction, project management, installation, testing, and commissioning.

K2 is proud of having an executive leadership team with decades of national security leadership and operational experience from the Department of Homeland Security, the Transportation Security Administration and U.S. Customs and Border Protection. K2 personnel have performed over 250 RPM site surveys and design reviews in 23 countries around the globe and have designed and deployed approximately 1,500 RPMs. In the past 180 days K2 has performed site surveys at 20 Seaports and 5 Land Border (LB) Crossings in preparation for Design and Construction under the CWMD RPMP contract.

Additionally, K2 has 20+ years of experience designing and deploying airport cargo and passenger security systems under Transportation Security Administration (TSA) programs like Security Equipment Systems Integration (SESI), and Transportation Equipment Deployment Services (TEDS); design and installation of Automated Screening Lanes (ASL) systems directed by TSA Innovation Task Force; and design and installation of new security/surveillance equipment and upgrades at airports and Federal Aviation Administration (FAA) support facilities for the National Airspace System (NAS).

K2 Capabilities to Perform RPM Design Services

K2 has reviewed the requirements for the BIMT RPM 3rd Lane Project and is prepared to perform the work upon reward. We will provide qualified design services based on a site-specific drawing set. K2's comprehensive planning and checklists, management processes, employee training along with tightly integrated delivery process has set the gold standard in our industry. K2 will consider design complexities such as multiple stakeholders with competing interests, working around vehicular traffic, minimization of contractor footprints during construction and equipment installation, phasing of work to minimize impact of commerce flow, specific construction requirements provided by site owner, and coordination and communication with all stakeholders (i.e. ITS, CBP, CWMD, and PNNL).

Our design proposal leverages our extensive experience and in-depth understanding of RPM installation, ancillary equipment, and security systems, making it the low-risk and efficient option for JAXPORT. K2 provides engineers and designers who have experience with:

- ✓ RPM site surveys/designs.
- ✓ Design requirements for assembly/installation of replacement RPMs.
- ✓ Installation of associated power, data, and fiber optic cables/conduits.
- ✓ Connection to network infrastructure (NI).
- ✓ Commissioning requirements of the new RPMs by PNNL.
- ✓ Startup and project close-out without disruption to daily activities.

K2 Experience with RPM Vendors

K2 has 15+ years' experience working with OEM RPM and detection vendors such as Leidos/L3, Smiths Detection, and Rapiscan in multiple contract configurations. K2 has interfaced with these same and other manufacturers during its extensive CWMD and TSA design & construction efforts. These relationships provide K2 executive level communications with the OEMs to understand the supply chain and advancements in technology providing JAXPORT additional quality and value.

3. K2 TECHNICAL APPROACH

Design and Engineering

K2 has significant experience performing progressive deployment designs (e.g., 30%, 90%, 100%) for RPMs and similar security system deployments at more than 1,900 lanes and facilities worldwide. Our Team leverages design and engineering processes used to accomplish product line development for comprehensive security systems for DHS and DoD projects.

Engineers, specialists, and technicians from our core program organization, led by our Senior Technical Manager, will progressively develop the JAXPORT Upgrade deployment design. These personnel each have experience and demonstrated success on R/N detection and security work for the US Government, and many are certified installers for the specified equipment. The project will be executed based on a common set of procedures and practices and are managed under our RPMP document control and design management system. We assign a specific discipline lead from each discipline or specialty area to provide continuity throughout the project lifecycle. These lead engineers will be the primary contributors to the project design, drawing additional support and resources as needed. They will also support the site manager in the field, both remotely and through site visits for inspection and onsite consultation—representing a ready-reference of specific design knowledge able to respond quickly to design questions.

Site Construction Management

Our selected best value trade subcontractors will perform construction and installation activities at JAXPORT. A K2 onsite Site Manager (SM) will closely coordinate and oversee these efforts. Our SMs will be the POC at each site for the K2, CWMD, CBP/security forces, Owners/Operators, host nations, local law enforcement, and other Stakeholders.

The SM position is highly important to the success of the project, and K2 selects and assigns each SM based on their prior demonstrated success managing the deployment and construction of R/N detection systems, infrastructure, checkpoints, and border security systems. The K2 has over 75 construction professionals to choose from for an RPMP site SM assignment, each possessing the requisite R/N detection/security experience and demonstrated performance in relevant CONUS and OCONUS work.

> Members of the K2 Team have demonstrated the effectiveness of this site work management approach during our work for the FAA that averaged 50 new projects per month, using a PM/CM with onsite Resident Engineers during construction who were the eyes and ears for the PM. We have used this approach to manage construction projects at 450+ US airports over a 5-year period (CONUS and OCONUS) with **simultaneous deployment and construction activities at more than 50** airport locations.

The SM serves as the focal point in our matrixed management and control organization, where we delegate authority and support responsibilities down to the site level. The SM has direct responsibility for the cost, schedule, design compliance, quality, and safety for JAXPORT, including subcontractor performance. Delegation to the onsite K2 JAXPORT SM enables timely onsite work decisions to maintain the schedule and budget while achieving approved design objectives. The SM is not alone, however, as they are supported by an extensive and mature PMO organization and engineering team.

The PMO ensures consistency across the JAXPORT project through our management staff (e.g., Senior Program Manager and Deputy Program Manager along with the Senior Construction Manager) who, although not onsite, will interface with local staff to: monitor program consistency by reviewing and distributing daily reports; conduct weekly video and teleconferences; and conduct periodic site visits as needed to meet with Stakeholders. Our Senior Construction Manager will have overarching responsibility for site surveys; deployment, construction, and installation activities; decommissioning and commissioning; and construction quality, health, and safety; as well as oversight of onsite SMs. Senior Procurement Manager will oversee the K2's procurement process with support from our Logistics Specialist, providing an essential link between design and construction/installation to ensure the timely delivery of all required equipment and materials at JAXPORT. Our Senior Procurement Manager acts as the PMO liaison with the SM who has delegated purchase authority at the site to make buying decisions and enable timely purchases to support project requirements.

Construction and Installation Services

The proposed approach for construction and installation activities for JAXPORT specifies that a qualified local GC performs initial demolition and construction activities. A trained K2 Team then installs ancillary equipment and GFE.

K2 believes that successful, productive subcontractor relationships—and high-quality subcontractor work—lies in selecting proven subcontractors and supporting their success. The K2 will be performing vetting of subcontractors for the JAXPORT project. We will base our final selection of subcontractors on a best-value assessment of contractor cost, demonstrated capability, experience, work quality, performance, risk, bonding, security access, and acceptance of contract terms. This selection process will include working closely with CBP and JAXPORT to evaluate any prior performance of similar construction and installation services work. Once we identify local contractors, we screen and vet them for the proposed site construction and installation activities.

Key to our implementation, K2 integrates selected trades as team members—a best practice in ensuring our mutual success. Once vetted and approved, we will establish clearly defined lines of work responsibilities and requirements for each subcontractor for clarity and accountability. Our integrated workforce will receive daily direction, supervision, and instructions from the SM, ensuring oversight of technical and financial performance throughout the contract. Features of our approach include:

- ✓ Subcontractor staff who are fully integrated into our team; the full team has a stake in the enterprise.
- ✓ Onsite SMs who maintain oversight of subcontracted tasks via direct day-to-day interaction with subcontractor task leads, resulting in efficient operations.
- ✓ Monitored subcontractor performance to ensure excellence.

In K2's approach, construction ends with terminations and infrastructure services in place and readiness for equipment installation to begin. For installation of ancillary and GFE equipment, K2 will deploy an experienced install team that can travel to JAXPORT to perform the RPM and ancillary system installation with support of trained local contractors in an efficient manner. We have found this to be the best method of ensuring efficient and timely installation of equipment without damage or delay. This approach includes developing detailed common work templates, plans, procedures, and checklists (e.g., QC/inspection) to perform the install with SM oversight to ensure work quality and completeness.

Commissioning Process

For Commissioning (Cx) activities under the JAXPORT Upgrade project, we will establish standard operating procedures (SOPs), checklists, and templates to facilitate the Cx work and standardize the process. We will prepare a Cx Plan to establish the framework for how Cx will be managed with discussion of the process, schedule, team responsibilities, communication structures, and a general description of the systems requiring Cx. For the JAXPORT project, participation in the system acceptance testing process includes: a SE & Integration Lead, Test & Inspection Lead, Commissioning Specialist, Communications System SME, RPM technician (OEM or Government provided), onsite SM, and a R/N source handler as needed. Early Cx activities will take place in parallel with the ancillary equipment installation and include final RPM termination; ancillary equipment check-out; RPM start-up and alignment; functional checkout in standalone modes; systems connections; and communication checkout as it becomes available. Installation and early Cx activities are not mutually exclusive, and we often accomplish them in parallel.

Depending on the project pace, K2 will send additional technicians to the site to resolve problems or testing issues. We intend to follow a three-phased Cx test approach consisting of: Pre-Test (dry-run), Test (client-witnessed), and Post-Test (any needed regression testing to address open items or system changes). We will conduct the Pre-Test and, once the site passes, we will invite Stakeholders to the site to conduct testing by re-running the pre-Test.

Post-Construction Activities

Startup, Testing, Acceptance, "Go-Live"

Commission and turnover of an RPM system includes the coordination of startup, testing, acceptance and 48 hour "Go Live" activities such as:

- configuring and calibrating the RPMs
- successful acceptance tests of the complete system
- formal turnover of operations to the port
- and delivery of a comprehensive site-specific RPM system operations manual.

K2 will coordinate and schedule these activities. These activities are performed by different contracted personnel such as the constructor, PNNL, or other knowledgeable personnel approved by CBP to conduct activities such as calibration of RPMs.

Redlines and Archiving with CBP/CWMD

The final steps of the project includes the decommissioning, removal, and return of RPMs to the PNNL warehouse for refurbishment and reuse. K2 will coordinate the decommissioning process, preparing required information and documentation required to complete removal and decommission of RPM equipment.

As part of decommissioning and disposition, all stakeholders involved in the acceptance of the retirement and/or disposition of the RPM systems approve and acknowledge proper procedures have been followed and that the CBP NII Program Office and ILD remove the relevant RPM systems from inventory for the designated site.

K2 utilizes the decommissioning process detailed in the ILD document, Decommissioning & Disposition Procedure Supporting ILB for RPM Systems, which includes checklists and approval documents.

K2 provides a low-risk RPM deployment solution with proven expertise in large-scale portfolio execution. We excel in developing, validating, and implementing innovative solutions through collaboration with diverse partners.

Owner Development Services (Optional)

For 33 years, K2 has provided Owner Development Services including planning, scheduling, risk management, cost management, and programmatic project controls services, such as:

- Asset-based Work Breakdown Structure Development
- Scope, Cost, Schedule, and Risk Validation Studies
- Program-Wide Planning and Phasing
- Stakeholder Planning and Integration
- Cost and Schedule Integrated Cash Flow and Contract Commitment Management
- Program Phasing for Design and Construction Packaging
- Contractor and Subcontractor Schedule Compliance and Monitoring
- Virtual Design and Construction (VDC) and Building Information Modelling (BIM) Services
- 4D and 5D virtual simulation models representative of schedule and budget
- Change Order and Claims Mitigation

K2 Risk Management

Managing Project Risk

For JAXPORT, the most important claims avoidance measure is to ensure an accurate, all-encompassing compliant design.

K2 uses a comprehensive risk reduction program which includes an extensive list of general and specific potential risks in more than 200 areas. Risks and mitigations are continuously reviewed during site survey and conceptual design development. The Risk Register is updated based on lessons learned and project debriefs as the project advances.

Implementing Lessons Learned

K2 utilizes a robust Lessons Learned process refined over 15 years, specifically for security mission systems. This program involves installing similar systems across multiple sites over several years. Program management actively seeks feedback from design and construction participants at various project stages and mandates a debrief upon project/TO completion.

Minimize Project Impacts

K2 works K2 works closely with the design and scheduling teams to monitor risk, changes, and impacts. K2's first objective is implementing prevention methods and ensuring the proper project controls management, processes and oversight exists. Examples of these requirements include:

- Contract compliance and claim process oversight.
- Conduct formal owner and contractor readiness review.

- Formal review of owner-identified risks.
- Tracking and analysis of reporting of progress, productivity, and processes.
- Schedule tracking of milestones, commitments, and sequence changes.

When and if impacts do arise K2 Owner's risks are effectively managed and mitigated by ensuring the following:

- Adequate and complete record keeping exists.
- Contract compliance, documentation, and claim processing.
- Implementation of impacts and delays are accurately reflected in the schedule and documented.
- Schedule Fragnets illustrating delays and impacts to the critical path of the project.
- Analysis, review, and reporting of impacts to ensure the correct time and money is own vs owed.
- Timely processing and review of changes, including timely notification, response, and resolution.

Claims avoidance begins before the contract is executed, during execution and after close-out. Management of all project documents and records through comprehensive document control is an integral part of claims avoidance.

K2 Cost Management

K2 has demonstrated strong success in the reduction of execution costs on security missions. Some key areas where this has been achieved by our team include:

- Continuous improvement to standard designs through feedback and lessons learned to simplify details and implement standard construction details, which allow maximum flexibility when modifications to standard designs are required. This approach reduces both design costs and construction/installation costs.
- Maintaining small and focused teams of both design personnel and construction managers results in increased efficiency through familiarity and shared experience.

4. PRICE PROPOSAL

Please see attached.

Confidence, secured.

Blount Island Marine Terminal RPM 3rd Lane

Date: May 31, 2024

Sent to:

James Bennett

Chief Operating Officer

Jacksonville Port Authority

Submitted By:

Kathy Yurkunas, President

kyurkunas@k2consulting.com

301.661.2427

REV #	DATE	DESCRIPTION
0	05/31/24	Baseline Proposal –Design Pricing

4330 East-West Highway Suite 320 Bethesda, MD 20814

T: 301.656.2228 F: 301.656.0229

www.k2consulting.com

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PRICING

DESIGN		
DESCRIPTION		**TOTAL PRICE**
Engineering	$	33,763.55
Designer / CAD Support	$	22,636.06
Project Management	$	6,485.30
Total	$	62,884.92

CONSTRUCTION / COMMISSIONING		
DESCRIPTION		**TOTAL PRICE**
Total	TBD	

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC2024-06-09		06/20/2024
Reference No.	File	Date

SUBJECT: Purchase of One (1) STS Diesel-Electric Container Handling Cranes
JPA Project No.: C2024.01 JPA Contract No.: EQ-1915 CO #1
Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes

COST: $17,800,000 (estimated) ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This project consists of the purchase of one STS diesel-electric container handling crane for Talleyrand Marine Terminal. The scope of work includes, but is not limited to, design, manufacture, transport, erection, testing, commissioning, and final delivery of one (1) STS diesel-electric container handling crane complete with all necessary ancillary equipment and spares, as described in the specifications, ready for service at JAXPORT.

On September 21, 2023 Procurement Services solicited bids from qualified companies interested in providing the aforementioned STS cranes. The advertisement included the following language:

> "JAXPORT currently expects a need to purchase an additional 2 – 5 cranes within the next 2 – 10 years. The purchase of additional cranes shall be contingent on the mutual agreement of the parties, the successful negotiation of cost, and the availability of funding. Each party will have full discretion on whether to enter into contracts for future purchases and JAXPORT may use other procurement methods to meet its needs."

On October 23, 2023, Procurement Services received one (1) conforming bid from Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes. On December 4, 2023, JAXPORT executed the agreement with Liebherr-America, Inc. and purchased two (2) STS cranes for Blount Island. These two cranes are currently being designed and materials ordered.

JAXPORT would like to enter into contract with Liebherr-America, Inc. to purchase an additional crane (third crane to be purchased) for placement at Talleyrand Marine Terminal.

EXPENSE CATEGORY:

☐Renewal of existing services

☒Replacement (end of life) or upgrade of equipment

☐Related to new opportunity

☐Related to or part of CapEx strategy

This is a budgeted capital item for FY 24, and will be funded with 100% State funds.

FINANCIAL:

Available Budget:	$ 17,800,000
Proposed Expense:	$ 17,800,000
Remaining Balance:	$ 000

RECOMMENDATION:

Management recommends that the Board of Directors approve the execution of a contract amendment, after execution of the state funding agreement, with Liebherr-America, Inc. for the purchase of a third crane in the amount of (€)16,250,800 Euros plus parts package. Total purchase estimated to be USD$17,800,000.00.

AC2024-06-09

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: Liebherr-America, Inc's proposal dated 06/18/2024

ORIGINATED BY:

Kelsey Cox
Kelsey Cox (Jun 20, 2024 16:43 EDT)
Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers
Retta Rogers (Jun 20, 2024 17:27 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Jun 21, 2024 07:20 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Jun 21, 2024 07:45 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 21, 2024 07:55 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Board Chairman**

______________________ **Board Secretary**

LIEBHERR

Liebherr USA Co.
15101 NW 112th Ave
Miami, FL 33018, USA
Phone +1 305 457 1381

Winston Ziegler
Head of Sales – Maritime Cranes
Phone +305 457 1381
Winston.Ziegler@liebherr.com

Ship to shore container cranes
Rubber tyre gantry cranes
Rail mounted gantry cranes

Liebherr USA Co.
15101 NW 112th Ave, Miami, FL 33018, USA

Jaxport, Jacksonville Port Authority,
Procurement Services,
2831 Talleyrand Avenue, Jacksonville,
Florida 32206,
USA.

Attention: Mr. James Bennett -

Our reference: DoS
Date: 19th June 2024

Subject : OUR OFFER NO. LCC 5647
Purchase of One (1) STS
Diesel-Electric Container Handling Cranes

Supply, Design, Construction, Delivery, Installation, Testing and Commissioning of One (1) Ship to Shore Crane (STS) to Talleyrand, Jacksonville, Florida, USA.

Dear Mr. Bennett,

We thank you for your request to supply a further STS crane to **Talleyrand, Jacksonville Port Authority,** we are pleased to enclose herewith our commercial offer under reference number **LCC5647(0)** for your consideration.

Liebherr has considered that the STS cranes will be where possible identical in component specification to the recently purchased cranes for Jaxport, Blount Island i.e. CC2196-97.

We have also considered the cranes will be delivered in large pre-assembled components ready for on-site erection, testing and commissioning at **Talleyrand, Jacksonville, USA.** Our offer price is turnkey and assumes that all equipment and manpower required to do the erection of the equipment will be provided by **LIEBHERR.**

Please note we have considered in our proposal the cranes to be supplied with a buffer to buffer dimension of 27m uncompressed. The reduced wheel gauge for this arrangement is not preferred by our structural dept as it has a negative impact on crane stiffness. We would therefore recommend if possible to allow 27.8m buffer to buffer dimension which would result in a 27m buffer to buffer dimension when compressed.

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Our Offer is summarised as follows: -

1. SCOPE, TERMS AND CONDITIONS OF OFFER

1.1. OFFER CONDITIONS
As per our our existing agreement in relation to EQ-1915 Tender and the 2 cranes on order for Blount Island CC2196-97.

2. SCOPE OF SUPPLY

2.1. **Supply of One (1) STS Container Cranes, model P145L (WS)** (Considering an identical technical specification as per CC2196-97, however the dimension will be change as per your request for Talleyrand)

2.1.1. Supply of **One (1) x Twin-lift Telescopic Spreaders (Bromma STR45),** for handling 20ft., 40ft. and 45ft ISO containers**. One Hook beam 75t is also provided.**

2.2. **Shipping** of the cranes in large pre-assembled components to **Talleyrand, Jacksonville, Florida, USA** and including shipping insurance costs. JAXPORT confirms any fees assessed by JAXPORT will be waived such as berthing and wharfage. This does not extend to any other organizations such as harbor pilots.

2.3. **On-Site Erection, testing and commissioning** of the cranes and associated equipment on-site directly behind the crane rails in **Talleyrand, Jacksonville, Florida, USA.**

It is assumed the crane operating site is directly accessible by ship for unloading and therefore no additional cost will occur from transportation of the cranes to their working site. JAXPORT confirms; no charge for the assembly area, that no union labour will be required and site power will be provided free of charge from a 480V 1,000 KVA transformer with distribution panel.

2.4. Liebherr will provide an Engineer to fulfil the on-site training requirements over a period of **Two (2) weeks** after commissioning of the STS cranes. A Liebherr Engineer will also return to site for **Two x 3-day inspection visits** during the warranty term to assess crane performance and maintenance as well as addressing other training needs.

3. EXCLUSIONS

Our offer price does not include the following:-

3.1. Any and all taxes, duties etc. payable in the country of destination on the equipment or the erection portion.

3.2. Any associated civil works.

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3.3. Any port or stevedoring charges payable in the port of destination in respect of unloading of the crane parts and bringing these to the erection site.

3.4. Any cost for demurrage or mobile crane hire that may arise due to the non-availability of the discharge berth for the carrying vessel, or non-availability of a suitable assembly site.

3.5. Any optional extras as listed below or in our specification.

3.6. Any cost for Third Party Inspection, Certification or Legalisation of Documents.

3.7. Any Spare Parts.

4. PRICES (Incoterms CIF)

Our Price for the Scope of Supply as defined in 2. Above:

4.1 One (1) off Model LIEBHERR P145L (WS) (including One (1) Bromma STR45 Twin- lift Spreader and One Hook Beam 75t.
lift height 100 feet, Outreach 145 feet, backreach 60' and Portal Beam height to 45'

Euro (€) 16,250,800

Note 1: 66t Twin and 75t Hook loads are limited to approx. 36.2m outreach therefore SWL is restricted to 50.8t Twin for last 8.0m of outreach. (exact Outreach will confirmed during detailed structural calculation) . Also 66t Twin and 75t Hook loads are permitted to the full backreach.

Note 2: Our prices are stated in € Euro. At the time of actual contract award the prevailing forward exchange rate based on the agreed payment conditions shall be applied to the base euro prices stated.

5. PAYMENT CONDITIONS

As per our our existing agreement in relation to EQ-1915 Tender and the 2 cranes on order for Blount Island CC2196-97.

5.1 BONDS

As per our our existing agreement in relation to EQ-1915 Tender and the 2 cranes on order for Blount Island CC2196-97.

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6. GUARANTEES

As per our our existing agreement in relation to EQ-1915 Tender and the 2 cranes on order for Blount Island CC2196-97.

7. SPARE PARTS

We have not included any spare parts in our proposal.

8. INSURANCE

As per our our existing agreement in relation to EQ-1915 Tender and the 2 cranes on order for Blount Island CC2196-97.

9. DELIVERY

Deliveries are from date of effective contract to date of handover for commercial use and are dependent on our production status at time of order.

Supply of (1) STS – 23 Months.

10. OFFER VALIDITY

This offer is valid for acceptance for 2 months from todays date.

We trust you will find our revised offer in order and we confirm our keen interest in concluding a contract with Jaxport for the above supply.

We look forward to your further communication.

Yours faithfully,
LIEBHERR USA Co.

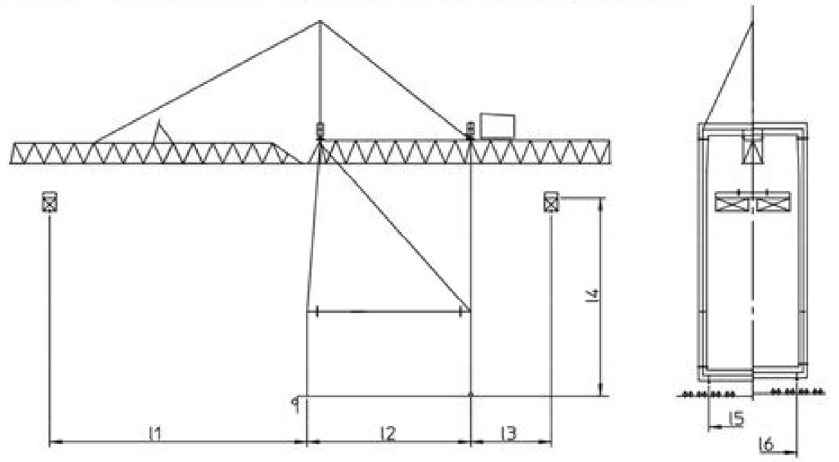
Ziegler

Winston Ziegler
Head of Sales – Maritime Cranes

ESTIMATED IN-SERVICE WHEEL LOADS Note: Typical drawing only

Jaxport, Florida **LCC 5647**

Option 5 - 18.29m BR with 27.0m Buffer Uncompressed



		Wheelbox	between WB
Wheel Spacings [m]	Seas.	1.50	1.70
	Lands.	1.50	1.50

Wheels per Corner:

Seaside:	8	Avg. Spacings [m]:	1.60	≤ 1.00
Landside	8	Avg. Spacings [m]:	1.50	≤ 1.00

In Service Wind:

Wind Speed:	72	[km/h]
Wind Speed: v	20.0	[m/s]
Wind Pressure: $q = 0.625 * v^2$	250.0	[N/m2]

Load: [t]	**50.8**	**0.0**
Spreader: [t]	18.0	18.0
Trolley: [t]	34.0	34.0 *
Total: [t]	**102.8**	**52.0**
Stab. Factor	1.8	1.8
Factored Load [t]	**157.8**	**66.4**

* Incl. Sec. Trolley

l1 [m]:	44.20
l2 [m]:	15.24
l3 [m]:	18.29
l4 [m]:	30.48
l5 [m]:	14.10
l6 [m]:	14.70

	Ballast:
Seas.	**0**
Lands.	**85**

Horizontal Forces [t/wheel]:	**Seaside**	**Landside**
Force Along Track [t / driven Wheel]:	8.48	7.93
Force Seaw./Landw. [t / wheel]:	5.94	5.55

Buffer to Buffer **27.0m**

19.06.2024 D Coughlan

Boom Pos.	Load Position	Rail	Crane Weight [t]	Load & Trolley [t]	Wind Al. Track [t]	Wind Sea/Land [t]	Corner Load [t]	Wheel Load [t]	Wheel Load [t/m]	Perm. Wheel Load [t/m]	Factored Load & Trolley [t]	Factored Stab. Check / Corner
Down	**Max. Outreach**	Seas.	248.4	200.5	26.0	16.4	**474.9**	**59.36**	**37.10**	**37.2**	307.8	530.2
		Lands.	263.3	-149.1	*28.5*	16.4	**85.8**	**10.72**	**7.15**	**37.2**	-228.9	**6.0**
Down	**Max. Backreach**	Seas.	248.4	-61.7	*29.2*	16.4	**157.5**	**19.69**	**12.31**	**37.2**	-94.7	124.5
		Lands.	263.3	113.1	30.1	16.4	**406.5**	**50.82**	**33.88**	**37.2**	173.6	406.8
Up	**Max. Backreach**	Seas.	162.5	-31.2	*51.1*	37.8	**182.4**	**22.80**	**14.25**	**37.2**	-39.8	71.5
	Empty Spreader	Lands.	349.2	57.2	35.6	37.8	**444.2**	**55.53**	**37.02**	**37.2**	73.0	386.7

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	C-1780	TMT Berth 5 Pile Jacket Repairs	Michels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	$1,319,732	$104,412 Last CO #01	$1,424,144	$0	$1,424,144		Michels Corp has continued providing technical/materials submittals for review/approval from EOR and JAXPORT, in preparation to monilize tentatively during July.
	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	$877,182	$0	$877,182	$167,931	$709,251	$0	UMX has continued cleaning piles at TMT Berth 6, working around vessel schedule (work areas have been very busy form a vessel schedule perspective).
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	$143,950	$68,083 Last CO	$212,033	$160,945	$51,088	$0	JACOBS has completed their design. Waiting for Michels to start repairs to schedule site inspections.
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	$146,954	$0	$146,954	$26,265	$120,689	$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS performed their first inspection. Jacobs is currently preparing inspection reports and starting repair design based on their first inspection. Jacobs still waiting on UMX to complete cleaning of additional piles (up to 60%) to perform next inspection.
2	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	$52,440	$0	$52,440	$30,531	$21,909	$0	C&ES continues inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8).
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	$2,143,244	$915,076 Last CO #04 03/25/24	$3,058,320	$2,201,078	$857,242	$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge is getting ready to resume works potentially in May 2024 after winter pause. SR&B has re-mobioized and has started works around vessel schedule (work areas have been very busy form a vessel schedule perspective).
3	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	$854,134	$891,339 Last CO #06 02/14/22	$1,745,473	$1,743,402	$2,071	$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	$7,775,000	$1,781,971 Last CO #03 3/1/24	$9,556,971	$9,353,373	$203,598	$0	Brance Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. Punch list walkthrough took place, and punch list items were provided to BDI with Substantial Conpletion Certificate. FInal walkthrough will be scheduled during July once punch list items are completed.
4	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	$3,215,597	$250,070 Last CO #01 05/10/22	$3,465,667	$2,074,056	$1,391,611	$0	Program management services, including field inspection, are being performed to manage the contractors work and progress.
	C-1772A		Baker Construction, Inc.	SSA Jacksonville Container Terminal Phase 8	$16,246,000	$0	$16,246,000	$2,353,679	$13,892,321	$0	Baker Constructors has continued demolition of existing pavement, placement of sub-base and base material, and installation of storm water system pipes and structures.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements		Last CO #14 05/01/2024			$8,247,676		NTP for Construction was issued on 1/10/22. Superior Construction continues works: civil, pavement, storm structures, and electrical works are ongoing. Substantial Completion was issued for Phase 6C, and NTP was issued for Phase 7A. Superior has also continued working on Phase 6C.

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
5	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	$700,000	$125,330,522 Last CO #15 06/10/2024	$126,030,522	$35,493,919	$90,536,603	$0	JE Dunn was awarded the CM at risk contract to construct the SET facility. Deep foundations have been completed, and concrete works for building foundations, slabs-on-grade, columns, and walls have continued. Slab-on-grade concrete work has continued. Work continues on surcharging various building foundations in preparation for future construction. Site work continues with the installation of the stormwater and potable water systems. GMP Packages 1, 2, 3, 4, 5, 6, and 7 have been awarded. This project is projected to be completed Summer of 2025.
6	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	$152,664	$0	$152,664	$149,293	$3,371	$0	RS&H completed all required Services During Construction.
	C-1794		Pars Construction Svcs, LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	$2,116,110	$143,466 Last CO #03 01/15/24	$2,259,576	$2,259,556	$20	$0	PARS Construction has completed project.
7	AE-1915	Purchase of (2) New Cranes	Taylor Engineering, Inc.	Engineering and Support Services for the purchase of new STS container cranes.	$112,501	$611,804 Last CO #02 03/25/24	$724,305	$139,263	$585,042	$0	Taylor Engineering has been providing Technical support to JAXPORT's Equipment and E&C teams, for the purchase of new STS cranes.
	EQ-1915		Libherr USA Co.	Purchase of 2 STS Diesel-Electric Container Handling Cranes	$30,525,548	$0	$30,525,548	$15,127,700	$15,397,848	$0	Libherr has been awarded as the vendor to provide two new STS cranes, with expected delivery during the second half of 2025. Down payments are being processed.
				Grand Totals	$113,937,444		$246,547,411	$114,527,072	$132,020,340	$0	

Financial Highlights: May 2024

REVENUES

May's Operating Revenue at $6.524 million is ahead of plan by approximately $1.174 million for the month. All lines of business were strong for the month with Autos, Containers, and Other leading the way. Cruise was benefited by strong passenger counts and increased parking revenues now that we've surpassed the rebate threshold for parking incentives. Beginning in June, the contract year resets, so we will now revert back to revenue sharing until the new contract year's threshold is met. The strength in Autos was related to increased demand from consumers as sales figures in the US were up over 8% for the month. Containers had a great month as volumes continued to rebound due to strong demand and general strength in shipping volumes globally. The category of Other Operating Revenue experienced strength related to a LNG bunkering vessel testing docking procedures along with other unplanned vessel visits.

Investment income, at $341 thousand for the month, was ahead of budget and continues the trend of strength we've seen in this area as short-term rates have remained elevated.

For the full fiscal year to date, Operating Revenues are favorable to plan by $4.143 million and Non-Operating Revenues are favorable by $1.665 million for a total positive revenue variance of $5.808 million.

EXPENSES

Operating Expenses came in above budget for the month, with a negative variance of $739 thousand. Our largest negative contributor was Berth Maintenance Dredging, at $952 thousand over budget for the month. This figure was accentuated in May as we incurred the $835 thousand off-shore permit application expense as recently approved by the board. This permit expense would cover the next ten years, once approved, and is necessary for permission to use the off-shore disposal site, which would reduce our dredge material management costs. All other costs were materially well-controlled for the month.

For the fiscal year through May, we reflect a negative variance in Operating Expense of $1.620 million and a favorable variance in Non-Operating Expense of $1.158 million, for a net unfavorable variance of $462 thousand. We will monitor this figure against pay-go spending on capital throughout the year to determine if a further appropriation is needed as we close the fiscal year.

BOTTOM LINE

Considering the positive variances in Operating and Non-Operating revenues, as well as Non-Operating expenses, along with the negative variance in Operating Expenses for the month, Income Before Depreciation at $1.720 million represents a $781 thousand positive variance for the month. For the full fiscal year-to-date, Income Before Depreciation remains positioned positively at $5.345 million favorable to plan, giving the port flexibility to address challenges throughout the year.

BALANCE SHEET

We continue to report a stable balance sheet, growing from a net position of $737.9 million in April to $751.3 million in May. Cash and Cash Equivalents remained above $20 million, at $23.829 million. Grants Receivable increased to $12.301 million as a tenant/FDOT funded project incurred large expenditures for submission to the state for reimbursement.

CONCERNS: None at this time.

VITAL STATISTICS

MAY FY2024 - Cargo Performance

CARGO INDICATORS

				VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	143	130	132	10%	8%	1,041	1,040	1,035	0%	1%
Total Tons	**1,062,429**	**825,465**	**954,518**	29%	11%	**6,903,489**	**6,603,722**	**6,905,721**	5%	0%
Total Revenue	$6,523,719	$5,350,042	$5,505,508	22%	18%	$46,378,885	$42,236,084	$43,229,543	10%	7%

OPERATING REVENUE / STATISTICS

				VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	$2,871,867	$2,634,495	$2,582,752	9%	11%	$20,932,266	$21,173,119	$19,218,674	-1%	9%
Container TEU's	**127,788**	**113,643**	**125,456**	12%	2%	**893,798**	**909,142**	**881,719**	-2%	1%
ICTF Rail Lifts	**1,406**	**1,500**	**1,747**	-6%	-20%	**11,897**	**12,000**	**13,340**	-1%	-11%
Auto Revenue	$1,557,358	$1,129,557	$1,117,647	38%	39%	$10,275,009	$9,036,456	$9,630,591	14%	7%
Auto Units	**52,838**	**40,814**	**32,978**	29%	60%	**339,246**	**326,509**	**330,724**	4%	3%
Military Revenue	$94,933	$58,333	$92,914	63%	2%	$1,047,953	$466,664	$840,423	125%	25%
Breakbulk Revenue	$446,258	$439,986	$340,660	1%	31%	$3,280,880	$3,519,888	$3,377,138	-7%	-3%
Breakbulk Tons	**76,492**	**79,429**	**47,334**	-4%	62%	**552,145**	**635,436**	**621,748**	-13%	-11%
Liquid Bulk Revenue	$143,040	$103,062	$100,209	39%	43%	$887,552	$852,256	$937,687	4%	-5%
Liquid Bulk Tons	**42,380**	**33,766**	**18,391**	26%	130%	**224,765**	**270,127**	**248,671**	-17%	-10%
Dry Bulk Revenue	$184,175	$178,233	$188,353	3%	-2%	$1,645,490	$1,425,864	$1,660,967	15%	-1%
Dry Bulk Tons	**183,284**	**97,293**	**205,575**	88%	-11%	**1,003,984**	**778,346**	**917,958**	29%	9%
Cruise Revenue	$685,176	$548,750	$878,885	25%	-22%	$5,041,761	$3,700,832	$4,323,795	36%	17%
Cruise Passengers	**15,588**	**13,200**	**18,754**	18%	-17%	**135,238**	**114,400**	**120,332**	18%	12%
Total Cargo Revenue	$5,982,806	$5,092,416	$5,301,420	17%	13%	$43,110,911	$40,175,079	$39,989,277	7%	8%
Other Revenue	$540,912	$257,626	$204,088	110%	165%	$3,267,975	$2,061,005	$3,240,266	59%	1%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 8 months ending 05/31/2024

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,871,867	2,634,495	237,372	2,582,752	20,932,266	21,173,119	(240,853)	19,218,674
AUTOS	1,557,358	1,129,557	427,801	1,117,647	10,275,009	9,036,456	1,238,553	9,630,591
MILITARY	94,933	58,333	36,600	92,914	1,047,953	466,664	581,289	840,423
BREAK BULK	446,258	439,986	6,272	340,660	3,280,880	3,519,888	(239,008)	3,377,138
LIQUID BULK	143,040	103,062	39,978	100,209	887,552	852,256	35,296	937,687
DRY BULK	184,175	178,233	5,942	188,353	1,645,490	1,425,864	219,626	1,660,967
CRUISE	685,176	548,750	136,426	878,885	5,041,761	3,700,832	1,340,929	4,323,795
OTHER OPERATING REVENUE	540,912	257,626	283,286	204,088	3,267,975	2,061,005	1,206,969	3,240,266
TOTAL OPERATING REVENUES	6,523,718	5,350,042	1,173,677	5,505,508	46,378,885	42,236,084	4,142,801	43,229,543
OPERATING EXPENSES								
SALARIES & BENEFITS	2,014,286	2,108,286	(94,000)	1,777,179	15,565,830	15,920,019	(354,189)	13,686,265
SERVICES & SUPPLIES	537,976	570,519	(32,543)	355,881	3,976,174	4,564,152	(587,978)	3,799,034
SECURITY SERVICES	494,473	475,917	18,556	451,988	3,618,561	3,807,336	(188,775)	3,312,111
BUSINESS TRAVEL AND TRAINING	42,088	56,936	(14,848)	46,433	344,556	455,488	(110,932)	281,552
PROMO,ADV,DUES & MEMBERSHIPS	30,543	64,527	(33,984)	45,946	426,215	516,216	(90,001)	420,845
UTILITY SERVICES	64,894	69,227	(4,333)	49,391	486,291	553,816	(67,525)	524,142
REPAIRS & MAINTENANCE	194,094	212,731	(18,637)	267,300	1,718,404	1,701,848	16,556	1,745,829
CRANE MAINTENANCE PASS THRU	(115,240)	(82,500)	(32,740)	(96,330)	(821,318)	(660,000)	(161,318)	(579,254)
BERTH MAINTENANCE DREDGING	1,410,285	458,345	951,940	268,882	6,829,836	3,666,760	3,163,076	4,830,133
MISCELLANEOUS	14,122	14,718	(596)	16,649	119,168	117,744	1,424	88,833
TOTAL OPERATING EXPENSES	4,687,520	3,948,706	738,814	3,183,318	32,263,716	30,643,379	1,620,337	28,109,491
OPERATING INC BEFORE DS AND DEPR	1,836,198	1,401,336	434,863	2,322,190	14,115,170	11,592,705	2,522,464	15,120,052
NON OPERATING INCOME								
INVESTMENT INCOME	340,673	108,033	232,640	257,978	2,633,955	864,264	1,769,691	1,368,975
SHARED REVENUE FROM CITY	806,384	838,037	(31,653)	849,284	6,627,972	6,704,296	(76,324)	6,674,800
OPERATING GRANTS - SECURITY	-	6,120	(6,120)	-	20,360	48,960	(28,600)	8,837
TOTAL NON OPERATING ITEMS	1,147,057	952,190	194,867	1,107,262	9,282,288	7,617,520	1,664,768	8,052,612
NON OPERATING EXPENSE								
DEBT SERVICE	1,259,552	1,413,566	(154,014)	1,141,065	10,144,440	11,308,530	(1,164,090)	9,346,920
CRANE RELOCATION	-	-	-	-	-	-	-	800,900
OTHER NON OP EXPENSE	3,659	428	3,231	4,327	9,580	3,424	6,156	5,877
TOTAL NON OPERATING EXPENSE	1,263,211	1,413,994	(150,783)	1,145,392	10,154,020	11,311,954	(1,157,934)	10,153,697
INCOME BEFORE DEPRECIATION	1,720,045	939,532	780,513	2,284,059	13,243,438	7,898,271	5,345,166	13,018,968

Jacksonville Port Authority
Balance Sheet (in thousands)
At May 31, 2024

	May 31, 2024	April 30, 2024	September 30, 2023
Current Assets			
Cash & cash equivalents	23,829	22,666	21,608
Restricted cash & cash equivalents	4,415	6,599	8,762
Accounts receivable, net	8,043	8,771	7,694
Notes and other receivables	641	648	179
Grants receivable	12,301	9,673	9,104
Inventories and other assets	1,734	1,897	2,278
Total Current Assets	50,963	50,254	49,625
Noncurrent Assets			
Grants receivable - Non Current	6,020	6,020	-
Restricted cash & cash equivalents	17,054	17,132	16,586
Restricted Cash for Cap Projects	57,538	55,296	60,282
Deferred outflow of resources	8,820	8,850	9,064
Capital Assets, net	878,163	869,895	830,649
Total Noncurrent Assets	967,595	957,193	916,581
Total Assets	1,018,558	1,007,447	966,206
Current liabilities			
Accounts payable	3,037	2,899	2,729
Construction accounts payable	6,144	7,750	10,030
Accrued expenses	933	742	808
Accrued interest payable	500	2,866	2,563
Retainage payable	4,199	2,218	2,218
Bonds and Notes Payable	8,668	8,668	8,668
Total Current Liabilities	23,481	25,143	27,016
Noncurrent liabilities			
Unearned Revenue	14,592	14,592	14,592
Accrued Expenses	2,487	2,467	2,387
Line of credit	12,175	12,175	2,920
Bonds and notes payable	188,417	189,003	197,210
Other Obligations	6,122	6,122	6,122
Net Pension Liability	18,551	18,551	18,551
Deferred inflows - Pension	1,456	1,456	1,456
Total Non Current Liabilities	243,800	244,366	243,238
Total Liabilities	267,281	269,509	270,254
Net Position	751,277	737,938	695,952

COMMERCIAL HIGHLIGHTS

JAXPORT Board Meeting

JUNE 2024

COMMERCIAL HIGHLIGHTS

STRONG MAY CARGO VOLUMES

- **Vehicle Cargo**
- **Breakbulk; Bulk Cargoes**
- **Container Cargo**

2

LOADED CONTAINER IMPORTS

	PORT	CY Thru DEC. '23
		2023 YTD
West Coast	LALB	-11.7%
	Oakland	-15.4%
	Seaport Alliance	-13.7%
	Vancouver	-12.7%
	Prince Rupert	-31.1%
	Coast Total	**-13.0%**
East Coast	Montreal	-12.6%
	NYNJ	-16.9%
	Virginia	-11.7%
	Charleston	-11.8%
	Savannah	-16.4%
	Jacksonville	1.6%
	Port Everglades	-15.1%
	Miami	-3.4%
	Coast Total	**-14.2%**
Gulf	Houston	-6.7%
GPT Total		**-13.1%**

Source: Hackett Associates, Global Port Tracker North America, Feb. 2024

	PORT	CY Thru APRIL '24
		2024 YTD
West Coast	LALB	23.9%
	Oakland	20.6%
	Seaport Alliance	7.7%
	Vancouver	23.7%
	Prince Rupert	14.9%
	Coast Total	**21.9%**
East Coast	Montreal	1.4%
	NYNJ	13.0%
	Virginia	15.9%
	Charleston	5.7%
	Savannah	13.1%
	Jacksonville	18.2%
	Port Everglades	4.4%
	Miami	2.7%
	Coast Total	**11.2%**
Gulf	Houston	11.8%
GPT Total		**16.3%**

Source: Hackett Associates, Global Port Tracker North America, May. 2024

NEW CONTAINER SERVICE: INDIA

NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
WIN India Service	Containers	Misc. Goods	10-15,000 TEUs
Project Mercury	Containers	Retail merchandize	1,500 TEUs
Project Fields	Containers	Metals	500 TEUs
Project Rave	Containers	Resin	500 TEUs

COMMERCIAL HIGHLIGHTS

JAXPORT Board Meeting

JUNE 2024

6

Public Safety Report

June 2024

I. JAXPORT Employee Safety

a. Reportable Incidents

We did have 2 new reportable incidents (injury to an employee) since the May Report. The first incident occurred when an employee fell from a ladder and sustained minor ankle discomfort, and the other incident was a laceration to the back hand resulting in a tendon injury.

For CY24, JAXPORT has had 4 reportable incidents per the OSHA Form 300.

b. Training

We continue our monthly safety training series. The June focus was on Working in the Heat. Employees were provided information about heat related illness and ways to protect themselves from the Florida summer heat.

II. JAXPORT Terminal Safety

a. Year-To-Date

For CY24, there have been 43 security violations (103 points). Most of the violations are related to parking in undesignated/prohibited parking areas. There have been 8 Level I (failure to maintain TWIC Escort) violations. 37 of the 43 violations occurred at Blount Island.

Type	Number
Level 1	14
Level 2	8
Level 3	2
Level 4	19

b. May-June 2024 Statistics

There were 5 violations reported from May 14th through June 12th, all of them at Blount Island. Two of the violations were for failure to maintain a proper TWIC escort and three were Level I related to speeding. All of the violations are pending resolution and imposition of a fine/suspension.

Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

AWARDS COMMITTEE ZOOM MEETING MINUTES
June 20, 2024
2:00 PM

Awards Committee Members Attending

Mr. Robert Peek, Chair
Ms. Chelsea Kavanagh
Ms. Beth McCague
Mr. Patrick "Joey" Greive
Mr. Bradley Burch
Ms. Retta Rogers
Ms. Sandra Platt, Recording Secretary

Other Attendees

Michael Johnson
Brandon Blanton
Brenda DeWitt
Terri Lemon-Scott
Michael McCoy
James Bennett
Kelsey Cox
Brandon Braziel
Ellen Carmosino
Jose Vazquez
Neil Stephens
Derrick Lewis

Robert Peek
called the meeting to order at 2:00 PM

Item No. 1
AC2024-06-01
TMT Resurface Berths 5 & 6 – Asphalt Repairs
JPA Project No.: T2024.01 JPA Contract No.: MC-1959C
Pars Construction Services LLC
$ 169,334.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 2
AC2024-06-02
PCOB Cooling Tower Replacement
JPA Project G/L No.: 003.2035.173 JPA Contract No.: MC-1709F
Siemens Industry, Inc.
$ 180,885.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 3
AC2024-06-03
BIMT Berth 32 Upgrades – Asphalt Repair
JPA Project No.: B2024.02 JPA Contract No.: MC-1919A
Pars Construction Services LLC
$ 119,954.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 4
AC2024-06-04
PCOB Landscape and Irrigation Upgrades
JPA Project No.: G2023.08 JPA Contract No.: C-1899
C&L Landscape, Inc.
$ 98,016.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 5
AC2024-06-05
TMT Upgrade Fire System Water Tank (Breakbulk Warehouses)
JPA Project No.: T2024.02 JPA Contract No.: MC-1953A
Viking Painting, LLC
$ 153,000.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

<u>Item No. 6</u>
AC2024-06-06
BIMT Additional Radiation Portal Monitor (RPM)
JPA Project No.: G2024.09 JPA Contract No.: MC-1976 (Single Source)
K2 Security Screening Group
$ 497,335.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

<u>Item No. 7</u>
AC2024-06-07
New Awnings at PCOB
JPA Project No.: G2023.08 JPA Contract No.: MC-1899AD
Pars Construction Services LLC
$ 461,370.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

<u>Item No. 8</u>
AC2024-06-08
CYBSEC Wireless Backhaul Infrastructure Project
JPA Project No.: G2022.03 JPA Contract No.: MC-1956F
Cook Electrical, Inc.
$ 145,683.10

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

<u>Item No. 9</u>
AC2024-06-09
Purchase of One (1) STS Diesel-Electric Container Handling Crane
JPA Project No.: C2024.01 JPA Contract No.: EQ-1915 CO #1
Liebherr-America, Inc.
$ 17,800,000.00

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

*The meeting was adjourned at **2:42 PM**.*

Items No. 6 & 9 requires Board Approval