

FEBRUARY 25, 1971

PORT AUTHORITY

The Board of County Commissioners of Manatee County, Florida, convened as the MANATEE COUNTY PORT AUTHORITY in Special Session, Thursday, February 25th, 1971, at 9:22 A.M., in the Court House in Bradenton, Florida.

Present were Commissioners Robert C. Hutches, Chairman
Kenneth Burton, Vice Chairman
Dan P. McClure
Lawrence H. Fortson, Jr.
Kenneth D. Dierks

Deputy Clerk Bruce M. Cox
County Attorney Richard A. Hampton
Port Director, Joel Wilcox
Consulting Engineer, Herbert Hayes

The meeting was called to order by Chairman Hutches.

ACTIVE TOWING COMPANY

LEASE AGREEMENTS: TUG, BARGE, CRANE (BARGE TERMINAL)

Motion was made by Mr. Burton that Lease Agreements between Active Towing Corporation and the Port Authority be approved and authorized executed by appropriate county officers as follows:

- 1) Agreement of Charter and Lease to hire a manned tug boat of sufficient horsepower to accomplish the work of moving the barge "ANDROS" for the sum of \$3,000 per month for a minimum of one month, with option to extend for additional one month periods;
- 2) Agreement of Charter and Lease for the hire of the Barge "ANDROS" Official No. 286868, together with tackle and appurtenances;
One Model 54 B Bucyrus Crane with 2-yard clamshell bucket;
for a minimum of two months for the sum of \$4,500 per month.

Motion was seconded by Mr. Dierks and unanimously carried.

(BARGE) AGREEMENT RECORDED PORT #3-226
(TUG) AGREEMENT RECORDED PORT #3-227

BELCHER OIL COMPANY

RE: ADDENDUM TO LEASE

Mr. Wilcox submitted request from Belcher Oil Company for a lease on additional land, immediately south of the land they are presently leasing (parcel 25 feet by 311 feet, at \$1750 per acre) on which to locate steam generators and office. The Chairman stated that if there were no objections the Attorney would be instructed to draft an Addendum to the Belcher Oil Company lease, and he would request a letter from Frederick R. Harris, Port Consultants, stating they have no objections. There were no objections from Port Authority members.

STEVEDORING LICENSE: REQUEST BY BELLER & COMPANY

Mr. Wilcox stated that Beller and Company, Fort Lauderdale and Port Everglades, had requested an application for a Stevedoring License at Port Manatee, and with the Authority's permission he would comply with the request and submit the application for official action upon completion.

*Correction: Eller and Company

February 25, 1971

(Cont'd)

MANATEE TOWING COMPANY

RE: NON EXCLUSIVE FRANCHISE AGREEMENT

Mr. Wilcox submitted executed non-exclusive franchise agreement from Port Manatee Towing, which had been approved and authorized executed by Port Authority officers on February 18, 1971, subject to execution by the towing company. Motion was made by Mr. Dierks that this agreement be executed. Motion was seconded by Mr. Fortson.

Discussion:

Upon question if the Port Director had contacted other towing companies, Mr. Wilcox advised that this had been done and that representatives of the St. Phillips Towing Company were present; William H. Young, president, and Edward Moran, vice president.

Mr. Moran outlined the qualifications of his firm and the availability of towing facilities to Port Manatee from their base operations in Tampa, and requested an opportunity to submit a proposal to service the Port before agreement for the non-exclusive franchise with Manatee Towing is executed. During discussion he voiced objection to the \$100 surcharge to be charged to non-franchised operators, and the Port Director pointed out that this was not for the purpose of excluding other operators (towing companies), but to compensate the Port, noting that the franchised operator would be required to pay a percentage of his earnings.

After lengthy discussion concerning execution of agreement with Port Manatee Towing Company, request by St. Phillips Towing Company for postponing action until their proposal could be submitted, issuance of franchises, charges to towing companies, berth facilities at the Port and other related problems, suggestion was made that further action be deferred until the next regular meeting of the Port Authority or Special Meeting to be held after the Port Authority work session scheduled the following week (first Thursday of the month). Motion and second to execute agreement with Port Manatee Towing was withdrawn. The Chairman asked that this matter be researched further and stated that if there were no objections action would be postponed until the next meeting. There were no objections.

Mr. Bicais, of Fort Lauderdale, representing Port Manatee Towing Company, stated that he had been working on the Port non-exclusive franchise for several months and called attention to the importance of fire fighting equipment at the Port (required under terms of the franchise).

PALMETTO FIRE DISTRICT

After discussion regarding protection of the Port in the event of a fire and the fact that it would be necessary to have a contract with the Palmetto Fire Department in order for them to respond to a call for their equipment and services, it was recommended that the Port Director and the Attorney draft such a contract for consideration at the next Port Authority meeting. The Chairman stated that if there were no objections this would be done as soon as possible. There were no objections. (The following Monday if possible.)

MEETING ADJOURNED

There being no further business, the meeting was declared adjourned.

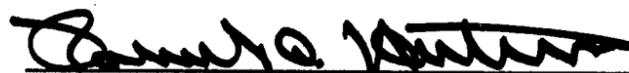
Attest:

M. T. McInnis, Clerk



Deputy Clerk

APPROVED: 11 March 1971



Chairman